

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 <https://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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://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 online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 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, FARA Unit, Counterintelligence and Export Control 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 Dickens & Madson Canada Inc.	2. Registration Number 6200
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3. Primary Address of Registrant c/o Traeger Resources & Logistics, 740 Notre Dame Ouest, suite 1250, Montreal, Quebec, CANADA H3C 3X6

4. Name of Foreign Principal Mr. Samir Hlaileh	5. Address of Foreign Principal Almasyoun St Al Karmel Ramallah PALESTINE
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6. Country/Region Represented PALESTINE
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7. Indicate whether the foreign principal is one of the following:

- ☐ Government of a foreign country¹
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|---|
| ☐ Partnership | ☐ Committee |
| ☐ Corporation | ☐ Voluntary group |
| ☐ Association | ☐ Other (<i>specify</i>) _____ |
- ☒ Individual-State nationality PALESTINE

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

- a) Branch or agency represented by the registrant
- b) Name and title of official(s) with whom registrant engages

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.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official(s) with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. 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.

Mr. Samir Hlaileh is from Ramallah and one of Palestine's leading business people. He graduated with an MSc in Economics from the American University of Beirut and has worked at Birzeit University. Mr. Hlaileh has served on numerous business boards, forums and councils, as well as the Cabinet Secretary of the Palestinian Authority. Mr. Hlaileh now seeks to become the leader of the new Political Authority for Gaza.

- 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 ☒

11. Explain fully all items answered "Yes" in Item 10(b).

12. 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, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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	Printed Name	Signature
02/23/2025	Ari Ben-Menashe	 /s/Ari Ben-Menashe
		
		
		

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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

Printed Name

Signature

02/23/2025

Ari Ben-Menashe



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 <https://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 FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://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 online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 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, FARA Unit, Counterintelligence and Export Control 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

Dickens & Madson Canada Inc.

2. Registration Number

6200

3. Name of Foreign Principal

Mr. Samir Hlaileh

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, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 08/13/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See Appendix for Response

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

See Appendix for Response

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act.¹

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. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

As described above and in the attached Consultancy Agreement, Registrant will attempt to influence United States policy in favor of Mr. Sami Hlaileh becoming the the leader of the new Political Authority of Gaza through means of lobbying, public relations and economic development activities. If needed, Registrant will also assist the Foreign Principal in the preparation and/or dissemination of informational materials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ to the date of registration for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "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.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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

Printed Name

Signature

02/23/2025

Ari Ben-Menashe

Sign

/s/Ari Ben-Menashe

Sign

Sign

Sign

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, 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

Printed Name

Signature

02/23/2025

Ari Ben-Menashe



Appendix Response to Item 8

Item 8: Describe fully the nature and method of performance of the above indicated agreement or understanding.

Although the attached Consultancy Agreement was signed by the parties on August 13, 2024, the Foreign Principal, Mr. Samir Hlaileh, did not provide the initial retainer (\$100,000) to the Registrant until February 20, 2025. As such, Registrant did not commence to perform any services on behalf of the Foreign Principal until the retainer was received.

Registrant will perform services and conduct its activities on behalf of Mr. Hlaileh in accordance with the terms of the attached Consultancy Agreement. Specifically, Registrant intends to lobby contacts within the governments of the United States, Egypt, Saudi Arabia, UAE, Qatar, European Union, Arab League, United Nations, as well as the Palestinian Authority, to assist Mr. Hlaileh to become the leader of the new Political Authority of Gaza.

Appendix Response to Item 9

Item 9: Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

As set forth above, the attached Consultancy Agreement was signed by the parties on August 13, 2024, but the Foreign Principal, Mr. Samir Hlaileh, did not provide the initial retainer (\$100,000) to the Registrant until February 20, 2025. As such, Registrant did not commence to perform any services on behalf of the Foreign Principal until the retainer was received.

Within the United States, Registrant proposes to lobby the executive and/or legislative branches of the government of the United States and its agencies to support the efforts of Mr. Samir Hlaileh to become the leader of the new Political Authority of Gaza. Additionally, Registrant proposes to provide media and public relations services on behalf of the foreign principal's goals and activities. Registrant also provides lobbying services to the foreign principal in other countries.

Dickens & Madson (Canada), Inc.
740 Notre Dame West, suite 1250
Montreal, Quebec, Canada H3C 3X6

13 August 2024

CONSULTANCY AGREEMENT

You hereby retain us, and we hereby agree, as more fully set forth below, to lobby the executive and/or legislative branches of the governments of the United States of America, Egypt, Saudi Arabia, UAE, Qatar, the European Union, the Arab League, the United Nations and members of the Security Council as well as the Palestinian Authority, and any other mutually agreed upon country or countries, international organizations, and NGOs, on your behalf, and also provide you other services, all to assist the devising and execution of policies for the beneficial development of your political and economic goals, as more fully described below, and subject to the terms and conditions set forth below.

1. Our lobbying services shall consist of maintaining such contacts with the executive and/or the legislative branches of the aforesaid governments and agencies, as you shall, in consultation with us, deem advisable in order to urge the institution and/or maintenance of legislative and/or executive policies favorable to your interests and the elimination or prevention of such policies unfavorable to your interests. In particular, we shall strive to obtain for you the position of Leader of the New Political Authority for Gaza. The structure and goals of this political authority shall be determined in meetings between yourself and

[REDACTED] A plan has already been prepared for your approval. This plan includes a US and Arab (Egypt, Saudi Arabia, UAE) military presence in Gaza, a new political status for Gaza approved by the United Nations, the Arab League and the Palestinian Authority. A new airport and a sea port will be built on land leased from the Egyptians. Gaza's rights to gas in the Mediterranean will be supported by [REDACTED] The amount of [REDACTED] to start with will be released for the rebuilding of Gaza. [REDACTED]

Israeli interference in the affairs of Gaza will be eliminated together with any Hamas military presence. At the beginning of the process, we shall further strive to obtain for you a grant in aid in the amount of [REDACTED] for the financing of your

any BM meraski


political group and your personal expenses in pursuit of its activities and goals.

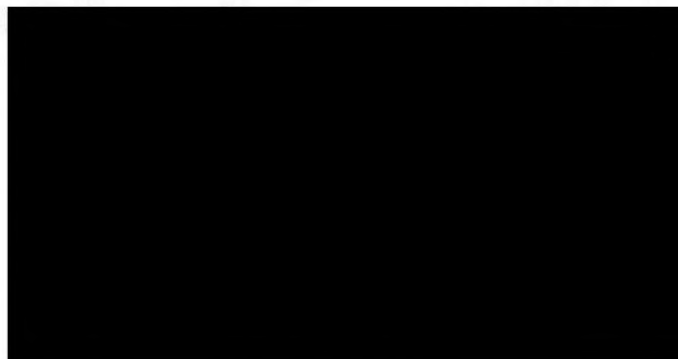
2. The lobbying services noted above shall be conducted by us if and only to the extent they are mutually agreed upon, and only to the extent allowed by law and in particular, but without limitation, only to the extent that all activities conducted by us can be, and are, in compliance with any and all laws and regulations relating to lobbying on behalf of a foreign entity, including registration and disclosure. As you know consultants are not allowed to receive any funds that devolve from government grants or credits that they may procure for their client.

3. All other services including media shall be mutually agreed upon.

4. The retainer for this consultancy agreement shall be US\$300,000.00 payable upon signature of this agreement by wire transfer to the following account:

Account name:
Account address:

Account number:
Bank name:
Bank address:
Bank routing (US):
Bank Swift (Int'l):



5. Any normal out-of-pocket disbursements shall be our responsibility; and the payment of any unusual out-of-pocket disbursements shall be as mutually agreed upon.

6. We will keep you fully advised on all our efforts on your behalf.

7. We shall develop a series of guidelines within which we shall have the discretion to act on your behalf, subject always to your specific instructions.

any Ben Mendez
13th AUGUST 2024

8. We shall exert reasonable efforts to secure favorable legislative and/or executive policies, including, without limitation, the specific items noted in paragraph 1 above. You are aware, however, that it is not possible in these fields to guarantee any particular results. In order to enable us to serve your interests effectively, considering the foregoing, you agree to cooperate with us fully in furnishing us with necessary information as promptly as possible.

9. The term of this agreement shall be for one year renewable upon mutual agreement.

10. This letter of agreement sets forth our entire understanding.

11. This Consultancy Agreement and any documents relating to it may be executed and transmitted between the signatories by facsimile or email, said facsimile, or email, shall be deemed to be, and utilized in all respects as an original, wet-inked manually executed document.

If the foregoing correctly sets forth your understanding of our agreement, please so indicate by countersigning below. This letter shall then constitute a binding agreement between us.

Dated as of this 13th day of August 2024.

Confirmed and accepted:

Confirmed and accepted:
Dickens & Madson (Canada), Inc.

By: _____

Samir Hlaileh

By: _____

Ari Ben-Menashe, President

