

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> or an original form signed by or on the behalf of the registrant.

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 INTERNATIONAL MERCHANDISING CORPORATION 1360 EAST 9TH STREET, SUITE 100, CLEVELAND, OHIO 44114	2. Registration No. 6032
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3. Name of Foreign Principal KINGDOM 5-KR-215, Ltd. ("KR-215")	4. Principal Address of Foreign Principal M&C CORPORATE SERVICES LIMITED P.O. BOX 309 GT, UGLAND HOUSE SOUTH CHURCH STREET GEORGETOWN, GRAND CAYMAN, CAYMAN ISLANDS
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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

NOT APPLICABLE

b) Name and title of official with whom registrant deals

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

a) Principal address

NOT APPLICABLE

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.

PLEAS SEE RESPONSE TO ITEM 9 BELOW

(b) Is the foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <u>X</u>	No <u> </u>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <u>X</u>	No <u> </u>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <u>X</u>	No <u> </u>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <u>X</u>	No <u> </u>
Financed by foreign government, foreign political party, or other foreign principal	Yes <u>X</u>	No <u> </u>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <u>X</u>	No <u> </u>

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used).

KR-215 IS WHOLLY-OWNED BY HRH PRINCE ALWALEED BIN TALAL BIN ABDULAZIZ ALSAUD

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.

NOT APPLICABLE

<i>April 12, 2011</i>	<i>William A. Shepard, SVP</i>	<i>WAS</i>
Date of Exhibit A	Name and Title	Signature

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. 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.

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 .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 INTERNATIONAL MERCHANDISING CORPORATION	2. Registration No. 6032
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3. Name of Foreign Principal

"KINGDOM 5-KR-215, Ltd. ("KR-215")

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.

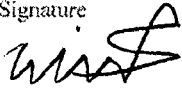
REGISTRANT WILL RENDER CORPORATE AND
INDIVIDUAL BRAND MANAGEMENT, MARKETING AND
CONSULTING SERVICES TO THE FOREIGN PRINCIPAL,
AS DESCRIBED IN MORE DETAIL IN THE ATTACHED
AGREEMENT

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

CORPORATE AND INDIVIDUAL BRAND MANAGEMENT,
MARKETING AND CONSULTING, AS DESCRIBED IN
MORE DETAIL 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.

Date of Exhibit B	Name and Title	Signature
April 12, 2011	William Allen Shepard, Senior Vice President	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

February 15, 2011 ("Effective Date")

AGREEMENT

BETWEEN:

Kingdom 5-KR-215, Ltd., a company incorporated under the laws of the Cayman Islands whose address is M&C Corporate Services Limited, PO Box 309GT, Uglund House, South Church Street, George Town, Grand Cayman, Cayman Islands ("KR-215")

And

International Merchandising Corporation, a for-profit corporation formed under the laws of Ohio, USA, with its offices at 1360 East 9th Street, Suite 100, Cleveland, Ohio ("IMG").

WHEREAS:

A. IMG is a member of the IMG Worldwide, Inc. group of companies, and IMG Worldwide, Inc., its subsidiaries and its affiliates have expertise in the management of global icons, branding, corporate communications, digital content, marketing, television production and distribution, events; and

B. KR-215 desires to retain IMG for certain services to be rendered in the United States in connection with the branding and communications efforts for HRH Prince Alwaleed bin Talal bin Abdulaziz Alsaud ("HRH"), Kingdom Holding Company, a for-profit corporation formed under the laws of Saudi Arabia ("KHC") and the charitable foundations funded by HRH and/or by an affiliate or affiliates of HRH (the "Foundations"). HRH, KHC and the Foundations are collectively referred to herein as "Brand Alwaleed".

C. KR-215 and IMG are hereafter individually referred to as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. ENGAGEMENT. KR-215 hereby engages IMG to provide to KR-215 those services relating to Brand Alwaleed as described below in Paragraph 3, and IMG hereby accepts such engagement, upon the terms and conditions hereinafter set forth.

2. TERM. (a) The "Initial Term" of this Agreement will begin as of the Effective Date, and will remain in effect through December 31, 2013; unless this Agreement is terminated earlier under Paragraph 2(b) or Paragraph 2(c) hereof. The Parties may mutually agree to extend the Agreement for an additional term of three years (the "Renewal Term"), from January 1, 2014 to December 31, 2016, by negotiating a mutually beneficial arrangement during a thirty (30) day period commencing not later than on September 1, 2013. The Initial Term and the Renewal Term, if any, is the "Term." A "Contract Period" is the period February 15, 2011-December 31, 2011 and thereafter the twelve consecutive month period commencing on any January 1 during the Term.

(b) Either Party may terminate this Agreement in accordance with Paragraph 7.

(c) Either party may terminate this Agreement without cause on or after the first anniversary of the Effective Date by giving not less than ninety (90) days prior written notice to the other party IMG.

(d) In the case of early termination by IMG in accordance with Paragraph 2(b) or by KR-215 in accordance with Paragraph 2(c), KR-215 will honor all payment obligations to IMG incurred prior to the effective date of termination (subject to proration of the Fee payable with respect to any calendar quarter during which early termination occurs) and will reimburse IMG for all non-cancellable payment obligations to third parties reasonably undertaken by IMG for purposes of performing the IMG Services (as defined below).

(e) The respective rights and obligations of the Parties under Paragraphs 2 (d), 2(e), 3(e), 8, 9, 10, 12, 14 and 16 shall survive the termination or expiration of this Agreement.

3. IMG SERVICES.

(a) During the Term, IMG agrees to perform the following services at the direction of an authorized representative of KR-215:

(i) informing, advising or representing HRH, KHC and the Foundations in public relations matters relating to the interests, policies or relations of HRH, KHC and/or any of the Foundations,

(ii) furnishing, disseminating or publishing information or data concerning the political, industrial, employment, economic, social, cultural and other benefits, advantages, facts and conditions of HRH, KHC and/or any of the Foundations,

(iii) advising on website development, and

(iv) facilitating dialogue with business, academic and media figures in the United States;

provided, however, that any of the foregoing services that are (I) described in Attachment 1 hereto and would result in the dissemination of informational materials, or (II) are not described in Attachment 1 hereto, shall be performed by IMG, if at all, only if such services as are described in one or more service descriptions on which the Parties mutually agree in writing (each, a "Service Description"). No Service Description will be valid unless and until such Service Description is approved in writing by an authorized representative of KR-215. Services performed in accordance with this Section 3(a) shall be "IMG Services." IMG shall not perform or engage in any activity for or on behalf of HRH, KHC or any of the Foundations under and in accordance with this Agreement except in accordance with this Section 3(a).

(b) Each Party will designate to the other, in writing, a senior executive who will oversee and manage that Party's involvement and will liaise with the other Party (the "Primary Liaison"). IMG initially designates Allen Shapard, Senior Vice President, to oversee and manage IMG's comprehensive IMG Services as Primary Liaison and to liaise with Brand Alwaleed under this Agreement. KR-215 initially designates Heba Fatani to oversee its activities in connection with this Agreement and to serve as Primary Liaison with IMG.

(c) IMG will exercise diligent efforts in carrying out its obligations under this Agreement. IMG will perform the IMG Services in a professional and timely manner. IMG will determine in its sole discretion the particular means and methods and the time,

attention and energies for performing the IMG Services.

(d) KR-215 agrees that Brand Alwaleed will cooperate with IMG in all aspects of IMG's Services, including without limitation, by providing in a timely manner, all information, materials and access to personnel and other resources as reasonably requested by IMG.

(e) IMG will not be authorized or entitled to bind or commit KR-215, KHC, HRH or the Foundations to any agreement. Any and all agreements binding or committing any of the foregoing will be set forth in a written document executed by an authorized representative of the applicable party and the applicable party shall be solely responsible for all obligations under such agreements.

4. REPORTING/MEETINGS: Unless and until they agree in writing to proceed otherwise, the Parties will communicate in the following manner concerning the subject matter of the Agreement:

(a) The Parties will have conference calls based on a schedule determined by KR-215 in consultation with IMG, and ad hoc conference calls reasonably proposed by either Party.

(b) The Parties will have three (3) quarterly review meetings and one annual comprehensive review meeting (at times and places to be reasonably determined by KR-215).

(c) In addition to the foregoing, executives of each Party will use reasonable efforts to be available via email and/or telephone, and will designate alternate contacts, if necessary.

5. COMPENSATION TO IMG/EXPENSES.

(a) In full consideration of the IMG Services provided hereunder by IMG, KR-215 will pay to IMG fees ("Fees"), net of any taxes other than taxes on IMG's income, calculated at a blended hourly rate of Four Hundred Forty United States Dollars (US\$440.00) for the time devoted by IMG personnel to the performance of the IMG Services.

(b) IMG shall submit invoices to KR-215 for the Fees for the IMG Services described in Section 3(a), and each invoice shall specify the time devoted by IMG personnel to performance of the applicable IMG Services. Payment of each invoice shall be made on the earliest of any of the following dates to occur more than thirty (30) days after the date of the such invoice: the fifteenth day of February, May, August and November in each Contract Period.

(c) If the dollar-riyal currency exchange rate variation exceeds twenty percent (20%) from the first day of any Contract Period beginning after February 15, 2010 to the last day of that Contract Period, the Parties will, as soon as reasonably possible, in good faith, enter into discussion regarding an equitable readjustment of the Fee for that Contract Period to reflect that significant change of rate.

(d) KR-215 will also reimburse IMG for all pre-approved (i) travel and living expenses, and (ii) out-of-pocket expenses incurred for purposes of engaging a third party to perform services that are reasonably necessary to enable IMG to perform the IMG Services, to the extent in each case that such expenses are incurred by IMG representatives at the written request of an authorized representative of KR-215 in the course of providing IMG Services. Such travel and living expenses and other out-of-pocket expenses will be billed separately, and will be payable upon receipt of copies of IMG's invoice and appropriate

supporting documentation. IMG executives will travel in coach class for flights of scheduled duration less than three hours and business class for flights of scheduled duration longer than three hours. IMG executives will use reasonable efforts to secure the favorable rates on travel elements such as hotels (at least three stars), rental cars, food and beverage costs consistent with IMG's corporate travel policies (which KR-215 representatives may examine upon request).

(e) All payments to IMG will be made electronically to the following account:

HSBC Bank USA
Buffalo, NY, USA
[REDACTED]
[REDACTED]
Worldwide, Inc. Account
[REDACTED]

Payments more than ninety (90) days past due will bear interest at the rate of (i) one percent (1%) per month or fraction thereof that the payment is late, or (ii) the maximum interest rate permissible under the law, whichever is less.

6. REPRESENTATIONS AND WARRANTIES. Each Party warrants and represents to the other that it or they have all rights, power and authority necessary to enter into and perform this Agreement and that neither has granted to any third party any rights inconsistent with the rights granted herein.

7. DEFAULT. If either Party at any time during the Term will fail to observe or perform any of the covenants, agreements or obligations hereunder, the non-defaulting Party may terminate this Agreement as follows: if such default is not cured within thirty (30) days after the defaulting Party will have received written notice specifying in reasonable detail the nature of such default. In order to be a sufficient notice hereunder, any such written notice will specify in detail each item of default and will specify in detail the action the defaulting Party is required to take in order to cure each item of default. The termination rights set forth in this section will not constitute the exclusive remedy of the non-defaulting Party hereunder, however, and if default is made by either Party hereunder, the other may resort to such other remedies as said Party would have been entitled to if this section had been omitted from this Agreement. Termination under the provisions of this section will be without prejudice to any rights or claims which the terminating Party may otherwise have against the defaulting Party.

8. CONFIDENTIAL INFORMATION.

(a) IMG acknowledges that KR-215 owns or has a proprietary interest in all information about KR-215, KHC, HRH, the Foundations and/or Brand Alwaleed that is disclosed to IMG by or on behalf of KR-215, KHC, HRH, the Foundations or Brand Alwaleed and all information about KR-215, KHC, HRH, the Foundations and/or Brand Alwaleed that is collected, developed or prepared by IMG as part of or as a result of the IMG Services (collectively, "Confidential Information") and that the Confidential Information is of a special, unique or non-public nature, and that Confidential Information may include, but is not necessarily limited to, trade secrets, information relating to customers, business plans, operations and affiliations, marketing information, personnel matters, computer software and other proprietary materials. IMG agrees that KR-215, KHC, HRH, the Foundations, Brand Alwaleed and/or their respective representatives have disclosed or may disclose to IMG Confidential Information necessary for its performance of the IMG Services under this Agreement or any authorization supplemental thereto.

(b) IMG will maintain in confidence all Confidential Information and will not disclose Confidential Information except (i) to IMG personnel who have a need to know it in order to provide the IMG Services, (ii) to IMG's financial and legal representatives who have a need to know it in order to properly represent IMG, (iii) for disclosure to third parties selected by IMG (and not to the general public) of the names of HRH, KHC and/or the Foundations and related information that IMG reasonably determines is necessary to arrange interviews and other opportunities that are necessary or helpful for performance of the IMG Services, (iv) pursuant to a valid court order or as required by law; provided, however, that not less than thirty (30) days (or any shorter permissible period following issuance of a court order or enactment of an applicable law) prior to any disclosure of Confidential Information pursuant to a court order or applicable law, IMG will provide a copy of the proposed disclosure to KR-215 in order to provide KR-215 an opportunity to (1) challenge or limit the disclosure obligation or (2) provide IMG comments on the proposed disclosure, to which comments IMG shall give due regard, or (v) pursuant to written authorization by an authorized representative of KR-215. Confidential Information that is disclosed pursuant to subsections (i)-(iv) hereof will remain otherwise subject to the confidentiality and non-use provisions of this Paragraph 8, and IMG will take all steps reasonably necessary to ensure the continued confidential treatment of such Confidential Information. IMG will not use Confidential Information except as necessary for performance of its obligations under this Agreement.

(c) Confidential Information does not include any information which:

- (i) is or becomes available to the public through no action on the part of IMG;
- (ii) is received from a third party without restriction as to disclosure, and without breach of this Agreement;
- (iii) was lawfully in IMG's possession without restriction as to disclosure, prior to (A) disclosure of the same by KR-215, KHC, HRH, the Foundations or Brand Alwaleed or (B) collection, development or preparation of the same by or for IMG as a result of the IMG Services; or
- (iv) an authorized representative of KR-215 has authorized IMG in writing to disclose.

(d) Except as set forth in Section 8(b) above and Section 11 below, (i) neither Party will at any time make any public announcement concerning the Parties' relationship without prior written consent of the other Party hereto, and (ii) IMG will not disclose any information about IMG's business relationship with HRH, KHC, the Foundations or Brand Alwaleed without the prior written consent of an authorized representative of KR-215.

9. INDEMNIFICATION.

(a) KR-215 agrees to indemnify, defend and hold harmless IMG (including its officers, directors, employees, shareholders, affiliates, contractors, successors and assigns) from and against any and all damages (including without limitation, personal injury and property damage), liabilities, losses and costs and expenses, including reasonable outside attorneys' fees and costs of suit, arising out of any claim attributable to: (i) any results of the IMG Services which an authorized representative of KR-215 has given IMG written authorization to disclose or perform, (ii) any material breach of any representation or warranty given in this Agreement by KR-215, or (iii) the negligence or willful misconduct of KR-215, KHC, HRH or Foundations.

(b) IMG agrees to indemnify, defend and hold harmless KR-215, KHC, HRH and

the Foundations (including their respective officers, directors, shareholders, affiliates, contractors, successors and assigns) from and against any and all damages (including without limitation, personal injury and property damage), liabilities, losses, and costs and expenses, including reasonable outside attorneys' fees and costs of suit arising out of any claim attributable to: (i) the negligence or willful misconduct of IMG, (ii) any material breach of any representation or warranty given in this Agreement by IMG, or (iii) any breach by IMG of its obligations under Paragraph 8 hereof.

(c) The indemnified Party will notify the indemnifying Party of each claim of which the indemnified Party has knowledge for which it will seek indemnification hereunder. The indemnifying Party will defend against or settle the claim, subject to the indemnified Party's written consent, which consent will not be unreasonably withheld; provided, however, that the indemnified Party's consent will not be required where the settlement solely involves the payment of money damages by the indemnified Party. The indemnified Party will provide the indemnifying Party with all information the indemnified Party may have concerning the claim. The indemnifying Party will assume the defense of the claim until resolved and pay any amount in settlement and all costs and damages awarded against or incurred by the indemnified Party.

(d) The indemnification provisions of this section will survive the termination, for whatever reason, of this Agreement.

10. LIMITATION OF LIABILITY. Except for liability arising under Paragraph 9, in no event will either Party be liable to the other Party for (a) any indirect, incidental, reliance, special, punitive or consequential damages arising out of or in connection with this Agreement, whether such liability is asserted on the basis of contract, tort (including negligence) or otherwise and whether or not such Party had been advised of the possibility of such damages or (b) any liability of any kind or nature, whether such liability is asserted on the basis of contract, tort (including negligence) or otherwise, in excess of an amount equal to the compensation actually payable by KR-215 to IMG hereunder, exclusive of expense reimbursements.

11. IMG BUSINESS. KR-215 acknowledges that IMG is engaged in the business of representation of personalities, the organization of events, marketing consultancy, the creation of events for television and the exploitation of television rights in relation to branding, information and entertainment programming. KR-215 agrees that nothing herein contained is intended to or will restrict the continuation of such activities. Nothing in this Agreement is intended to create a fiduciary relationship between IMG and KR-215, and the Parties specifically waive any such relationship. KR-215 hereby grants IMG the right to identify HRH, KHC and the Foundations, by name, and through the use of applicable logos, as clients of IMG in corporate promotional materials.

12. WORK PRODUCT.

(a) All services, materials, reports, analyses, studies, recommendations and other information provided to KR-215, KHC, HRH, the Foundations and/or Brand Alwaleed by IMG hereunder (the "Work") are the Confidential Information of KR-215 and are works made for hire as defined in the United States Copyright Act of 1976, as amended. If for any reason any Work is not a work made for hire, IMG hereby assigns to KR-215 all rights, title and interest in and to such Work, including the copyright and any and all other intellectual property rights therein. KR-215's ownership rights in the Work will be subject to IMG's retained ownership of any portions or components of the Work that represent IMG's pre-existing materials and information ("IMG Background") and KR-215, HRH, KHC, the Foundations, Brand Alwaleed and their respective employees and representatives shall have unrestricted rights to use any such portions or components of the Work. Except as may otherwise be authorized in a written document

executed by an authorized representative of KR-215, IMG will obtain from all personnel who contribute to the performance of the IMG Services all rights necessary to enable IMG to assign to KR-215 all rights, title and interest, including the copyright and all other intellectual property rights in the Work and will, upon request, execute specific assignments and take any action necessary to enable KR-215 to secure ownership of the Work and all intellectual property rights therein. No estimate, projection, recommendation or other statement by IMG contained in the Work will be construed as a guarantee of any revenues or other benefits to Brand Alwaleed. No services provided by IMG hereunder will be construed as legal in nature and all legal matters concerning Brand Alwaleed should be referred to KR-215's own attorney(s). All programs, methods, techniques, applications, systems and other tools of trade employed by IMG in performing its services hereunder will remain the sole and exclusive property of IMG.

(b) IMG acknowledges that KR-215 would have no adequate remedy at law for any breach by IMG or any IMG personnel of the obligations in Paragraph 8, since the harm caused by such breach could not easily be measured and compensated for in the form of damages, and IMG hereby waives its right to contest any equitable relief sought by KR-215. The Parties agree and stipulate that KR-215 shall be entitled to such injunctive relief without posting a bond or other security; provided, however, that if the posting of a bond is a prerequisite to obtaining injunctive relief, then a bond in the amount of US\$1,000 shall be sufficient.

13. NOTICES. All notices or other communications provided for by this Agreement will be made in writing and will be deemed properly delivered when delivered (a) personally, or (b) by overnight mail or courier to the Parties entitled thereto at the following addresses (or to such address designated in writing by one Party to the other) or (c) by confirmed fax at the number indicated below:

If to KR-215:

Ms. Heba Fatani
Kingdom Holding Company
P.O. Box 1
Riyadh, Saudi Arabia 11321
Phone: 9661-2-111111
Fax: 9661-2-111112

With a copy to:

Ms. Nada Sugair
HRH Prince Alwaleed bin Talal
Office P. O. Box 1
Riyadh, Saudi Arabia 11321
Phone: 9661-2-111111
Fax: 9961-2-111112

If to IMG:

Allen Shapard
International Merchandising Corporation
1360 East Ninth Street, Suite 100
Cleveland, Ohio 44114 USA
Phone: (216) 522-1200
Fax: (216) 436-3187

With a copy to:

General Counsel
IMG Worldwide, Inc.
1360 East Ninth Street, Suite 100
Cleveland, Ohio 44114 USA
Fax: (216) 436-3187

14. GOVERNING LAW; ARBITRATION. (a) This Agreement will be governed by and construed in accordance with the laws of the State of New York, disregarding any rules relating to the choice or conflict of laws.

(b) In the event a dispute or controversy arises under this Agreement or between the Parties which cannot be resolved by the Parties, such dispute or controversy will be submitted to arbitration and resolved by a single arbitrator (who will be a lawyer) in accordance with the Commercial Arbitration Rules of the Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect. All such arbitration will take place at the office of JAMS located in or closest to New York, New York. Each Party is entitled to depose one (1) fact witness and any expert witness retained by the other Party, and to conduct such other discovery as the arbitrator deems appropriate. These arbitration provisions do not prevent any Party from obtaining injunctive or other equitable relief from a court of competent jurisdiction to enforce the obligations of the other Party. The arbitrator has authority to award any remedy or relief that a court of competent jurisdiction could grant under applicable law, including attorneys' fees. The award or decision of the arbitrator will be final, binding and conclusive and judgment may be entered upon such award by any court.

15. FORCE MAJEURE. If either Party is prevented from or interfered with in any manner whatever in fully performing its duties hereunder, by reason of any present or future law, regulation order, act of God, earthquake, flood, fire, epidemic, accident, explosion, casualty, labor controversy (including but not limited to threatened or actual lockout, boycott or strike), riot, civil disturbance, act or threat of terrorism, war or armed conflict, delay of a common carrier, inability without fault on such party's part to obtain sufficient goods or services required in the conduct of its business; or by reason of any other cause or causes of any similar nature (each of the foregoing being herein referred to as an "event of force majeure"), then such Party's obligations hereunder shall be suspended as often as any such event of force majeure occurs and, during such occurrences, such Party's nonperformance will not be deemed a breach of this Agreement. For avoidance of doubt, failure of any subcontractor to perform any obligations owed to either Party shall be considered an event of force majeure for purposes of the Party to which such subcontractor's obligation is owed only if the subcontractor's performance is itself prevented or interfered with by an event of force majeure.

16. MISCELLANEOUS.

(a) Nothing in this Agreement is intended to create a partnership, association, employment relationship or joint venture between IMG and KR-215, KHC, HRH, the Foundations and/or Brand Alwaleed. Neither Party has the right to obligate or bind the other in any manner or enter into any agreements on behalf of the other, and nothing contained in this Agreement is intended to create any rights of any kind in any third party. KHC, HRH and the Foundations shall be third-party beneficiaries of this Agreement with rights to enforce any right or obligation set forth in this Agreement.

(b) Neither Party may assign this Agreement without the prior consent of the other,

except that (i) KR-215 may assign this Agreement and all of KR-215's rights and obligations hereunder to any party acquiring all or substantially all of KR-215's assets, and (ii) IMG may delegate its obligations under this Agreement to any member of the IMG Worldwide, Inc. group of companies, as appropriate to carry out the IMG Services required hereunder, or to employees of any member of the IMG Worldwide, Inc. group of companies designated to provide IMG Services subject to the condition that IMG remains primarily responsible and liable to KR-215 for performance of the delegated obligations.

(c) Each Party agrees not to solicit, offer work to, employ or contract with, during the Term and for two (2) years after any termination or expiration thereof, any of the other Party's employees, partners, members or contractors. Neither Party will be deemed an employer of the other Party's employees.

(d) This Agreement contains all of the terms and conditions agreed upon by the Parties hereto with respect to the matter contained herein and supersedes all prior agreements and understandings, whether oral or written. This Agreement may only be modified by written agreement signed by the Parties. No waiver of any provision hereof will be valid unless in writing. No waiver of a particular provision will constitute a waiver of enforcement of such provision in the future, or a waiver of any other provision hereof (whether or not similar).

(e) If any provision of this Agreement will be declared illegal, void, invalid or unenforceable under law, the validity of any other provision and of the entire Agreement will not be affected thereby.

(f) This instrument will not be considered an agreement or contract nor will it create any obligation on the part of IMG or KR-215, or either of them, until it has been signed by representatives of both Parties and physical or electronic delivery is made of a fully signed original. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

(g) This Agreement and any extensions or renewals hereof, constitutes the Parties' entire agreement with respect to the subject matter hereof and supersedes all prior statements and agreement both oral and written. This Agreement may only be amended by a writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

KINGDOM 5-KR-215, LTD.

INTERNATIONAL MERCHANDISING
CORPORATION

By: Nada S. Sugar
Name: NADA AL SUGAIR
Title: SECRETARY

By: William Allen Shepard
Name: William Allen Shepard
Title: Senior Vice President

ATTACHMENT 1

(i) Informing, advising or representing HRH, KHC and the Foundations in public relations matters relating to the interests, policies or relations of HRH, KHC and/or any of the Foundations, as follows;

- Facilitating participation by HRH, KHC or the Foundations in a global issues advocacy campaign (e.g., anti-drug abuse, breast cancer awareness, women's empowerment).

(ii) Furnishing, disseminating or publishing information or data concerning the political, industrial, employment, economic, social, cultural and other benefits, advantages, facts and conditions of HRH, KHC and/or any of the Foundations;

- Dialogue with potential U.S. digital partners about featuring content about the Foundations' grantees or projects (e.g., women's empowerment).

(iii) Facilitating dialogue with business, academic and media figures in the United States.

- Discussions on behalf of HRH or KHC executives with sponsors of business conferences (e.g., Wall Street Journal, The Economist) about the expectations of attendees/speakers and potential speaker opportunities;
- Discussions on behalf of HRH or Foundation staff with U.S. philanthropic foundations regarding potential co-ventures in charity or aid and potential telephone or in-person meetings with HRH or Foundation staff re same.
- Discussions with staff at U.S. television networks (e.g. CNN) or U.S. newspapers/magazines (e.g., Wall Street Journal, Time) to facilitate an interview of HRH, KHC executives and/or the Foundations staff;
- Dialogue with scholars at academic institutions (U.S. or otherwise) on academic or social topics (e.g., conference on international development) concerning potential conferences and other means for addressing such topics);
- Interacting with staff at Georgetown University and Harvard University, for example, who have received grants from the Foundations.

(iv) Advising on website development.

Approved on behalf of Kingdom 5-KR-215 Ltd.

By: Nada S. Sugair
NADA AL SUGAIR
Date: 02 APRIL 2011

Approved on behalf of International Merchandising Corporation

By: William Allen Shepard
William Allen Shepard
Date: 03 April 2011