

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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 in print and online at: <https://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, 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 and Address of Registrant Portland PR Inc.		2. Registration No. 6064
3. Name of Foreign Principal King Abdullah Foundation	4. Principal Address of Foreign Principal Ar Rahmaniya, Riyadh 12342, Saudi Arabia	

5. Indicate whether your 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
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (*specify*) Humanitarian Foundation
- Individual-State nationality

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

- a) Branch or agency represented by the registrant
N/A
- b) Name and title of official with whom registrant deals
N/A

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

- a) Principal address
N/A
- b) Name and title of official with whom registrant deals N/A
- c) Principal aim N/A

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Portland PR, Inc. was retained in July 2015 as a subcontractor of The History Factory, a Washington, D.C.-based consulting firm, to support The History Factory in connection with the launch of the King Abdullah Foundation ("the Foundation") in 2016. The Foundation supports the development of international humanitarian programs and generally promotes the life and legacy of the late King Abdullah Bin Abdulaziz Al Saud.

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 Foundation was founded by family members of the late King Abdullah Bin Abdulaziz Al Saud of Saudi Arabia. The son of the late King Abdullah, His Royal Highness Prince Khaled Bin Abdullah Bin Abdulaziz Al Saud, is Chairman of the Foundation.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A 22 January 2018	Name and Title Alex Farley COO	Signature DocuSigned by: <i>Alex Farley</i> 7505CB081334436
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U.S. Department of Justice
Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <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 Registration Unit in Washington, DC. Statements are also available online at the Registration 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 in print and online at: <https://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, 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 Portland PR Inc.	2. Registration No. 6064
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3. Name of Foreign Principal King Abdullah Foundation
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Check Appropriate Box:

- 4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
- 7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Portland PR Inc. is a subcontractor of the History Factory, a Washington, DC - based consultancy that provides communications support for the King Abdullah Foundation. Please see attached contract and Work Orders. Registrant has provided various public relations services to The History Factory, including news monitoring; strategic messaging counsel; and website content design.

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

Portland PR Inc. is a subcontractor of the History Factory, a Washington, DC - based consultancy that provides communications support for the King Abdullah Foundation. Please see attached contract and Work Orders. Registrant has provided various public relations services to The History Factory, including news monitoring; strategic messaging counsel; and website content design.

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

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B 23 January 2018	Name and Title Alex Farley COO	Signature DocuSigned by: <i>Alex Farley</i> 7506C8081224128
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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 or public interests, policies, or relations of a government of a foreign country or a foreign political party.



THE HISTORY FACTORY
A HERITAGE MANAGEMENT AGENCY

WORK ORDER

Work Order MP 2 for Portland

SCOPE OF WORK

Public Relations & Strategic Communications – December 20, 2015 to March 20, 2016

Portland will:

- Implement requirements for a January 22, 2016 launch including the development of the initial brand, development and test of messaging, establishing social media links, and launching a functional website with approved content.
- Develop the detailed communications strategy and timeline that supports the initiative theme and builds excitement for the initiative as 2016 unfolds. Plan to include editorial and content calendar for the website and specific programs as well as a "sustainability" approach for repurposing materials and content. Gain approval on the strategy and plans from the Foundation.
- Identify potential individuals and institutions capable of providing communications support in Kingdom. Work with the Foundation to secure and develop these resources in support of capacity building.
- Continually develop and implement content for communications.
- Program and host the website throughout 2016.
- Prepare global and Riyadh-based resources to work with designated communicators and partners to maximize the strategic impact and simplify implementation.
- Implement approved digital and traditional media strategies and tactics.
- Track communications impact and continually refine the programs throughout the year.

FEEES

\$ 850,000

EXPENSES

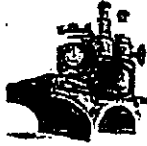
Expenses will be reimbursed in accordance with the Master Services agreement with the Foundation. Receipt backup may be required should the Foundation request it

**PAYMENT TERMS
FEEES**

Fee payments will be made within 3 business days upon receipt of funds from corresponding payment from The Foundation

<u>Pymt</u>	<u>Amount</u>	<u>Estimated due date</u>
VF 1	\$ 283,333	Upon acceptance
VF 2	\$ 283,333	February 1, 2016

1200 NEW HAMPSHIRE AVE NW, SUITE 500 WASHINGTON, DC 20038 703 631 0500 WWW.HISTORYFACTORY.COM



THE HISTORY FACTORY
A HERITAGE MANAGEMENT AGENCY

WORK ORDER

VF 3 \$ 283,334 March 20, 2016

**PAYMENT TERMS
EXPENSES**

Expenses will be billed monthly to the foundation.
Payments will be made within three business days
upon receipt of funds from The Foundation

Offered by:

Frederic Beller
Frederic Beller
EVP & COO
Informative Design Group
(via "The History Factory")

1/4/16
(date)

Accepted by:

Alexandra Parley
Alexandra Parley
CFO
Portland PR, Inc

12/31/2015
(date)



THE
HISTORY FACTORY

A HERITAGE MANAGEMENT AGENCY

WORK ORDER

Work Order MP. 1 for Portland

SCOPE OF WORK

Portland will:

1. Review the media, online presence, and other sources related to Saudi Arabia, King Abdullah, and other relevant parties to establish the context necessary to establish external messaging.
2. Facilitate an objective-setting and strategic positioning module of the integrated Partner Vision & Alignment Session to consider the communications goals, core messaging, and potential positioning of the Initiative.
3. Complete an analysis and develop a message map specific to the priority audiences for the Initiative.
4. Confirm the existing communications capabilities that can be considered for the Initiative's communications plan, including staffing, systems, and processes.
5. Work with Initiative partners and stakeholders to establish the overall objective for the communications strategy.
6. Develop recommended positioning for the Initiative, including core messaging tailored for priority audiences. Present and gain approval on positioning from the Committee.
7. Develop a recommended communications plan that details the channels, tactics, and content needed to achieve the approved communications objectives. Develop a calendar that outlines the channels, tactics, and content required.
8. Based on the recommended communications plan, develop recommendations for the staffing, team structures, and skills required to deliver the communications strategy.
9. Develop a Monitoring and Evaluation Plan that includes a recommended set of measures that will be used to assess the impact of the communication strategy, as well as recommended evaluation processes to accurately track performance against approved metrics.
10. Assist in creating and presenting the final master plan, which will include:

1200 NEW HAMPSHIRE AVE NW, SUITE 500 WASHINGTON, DC 20036 703 631 0500 WWW.HISTORYFACTORY.COM



THE HISTORY FACTORY

A HERITAGE MANAGEMENT AGENCY

WORK ORDER

- Program Vision
- Theme
- Storylines
- Brand Look & Feel
- Integrated Program Architecture
- Program Component Detail
 - o Visual Concepts
 - o Implementation Assumptions
 - o Description of Creative Approach
- Program Rollout Schedule
- Budgets by Component
- Additional Partner Requirements and Recommendations
- Recommended Next Steps

FEES \$ 120,250

EXPENSES Expenses will be reimbursed in accordance with the Master Services agreement with the Foundation. Receipt backup may be required should the Foundation request it

PAYMENT TERMS FEES Fee payments will be made within 3 business days upon receipt of funds from corresponding payment from The Foundation

<u>Pymt</u>	<u>Amount</u>	<u>Estimated due date</u>
VF 1	\$ 35,000	Upon acceptance
VF 2	\$ 30,000	15-August 15
VF 3	\$ 30,000	15-Sep-15
VF 4	\$ 18,000	Upon delivery of the Master Plan
VF 5	\$ 7,250	Upon final revisions to the Master Plan

PAYMENT TERMS EXPENSES Expenses will be billed monthly to the foundation. Payments will be made within three business days upon receipt of funds from The Foundation

Offered by: *Fredric Beller* 7/27/15 Accepted by: *A. Farley*
 Fredric Beller (date) Alexandra Farley (date)
 EVP & COO CFO
 Informative Design Group Portland PR, Inc
 (via "The History Factory")



THE HISTORY FACTORY
A HERITAGE MANAGEMENT AGENCY

Partner Services Agreement

This Services Agreement (the "Agreement"), dated July 20, 2015 (the "Effective Date"), is by and between Informative Design Group dba The History Factory (the "Company") with principal location at 1200 New Hampshire Ave, Washington DC 20036 and Portland PR Inc with an address of 437 Madison Avenue, 4th Floor, New York, NY 10022 (the "Subcontractor").

WHEREAS, The History Factory has secured a contract with The King Abdullah Foundation (the "Client") and desires to engage Subcontractor for services to support the Client;

WHEREAS, Portland PR Inc is in the business of providing, among other things, public relations services ("Services");

WHEREAS, Subcontractor is willing to provide such services as a Subcontractor to the Company, subject to the terms and conditions set forth herein.

NOW, THEREFORE, the Company and Subcontractor hereby agree as follows:

WORK ORDERS

The services to be performed by the Subcontractor for the Company pursuant to this Agreement shall be set forth and further defined in Work Orders signed by an authorized representative of each party. Each Work Order shall set forth a description of the work to be done, a defined budget range for all fees and expenses, and duration for the work to be performed. Each signed Work Order shall be deemed incorporated in, and made a part of, this Agreement.

No additional work shall be done beyond the agreed upon fees and scope without written approval from client unless the parties mutually agree to such additional work and fees as reflected in an updated Work Order.

**DEADLINES/REVISIONS/
CHANGE ORDER FEES**

Work outside the scope of work outlined in an approved Work Order may result in additional fees and expenses that exceed the amount estimated in the Work Order. Additional costs will not be incurred by the Subcontractor without prior Company approval unless the parties mutually agree to such additional work and fees as reflected in an updated Work Order.

PAYMENT TERMS

Subcontractor Fees and payment terms for such fees shall be outlined in each Work Order.

Expenses—defined as out-of-pocket costs and expenditures that require the use of a third-party vendor—will be billed monthly. Expenses exceeding \$2,000 for work done pursuant to a Work Order by the Subcontractor, whether as a single expense or in aggregate, will be billed weekly. Invoices for such Expenses shall, in turn, be invoiced by the Company to the Client per the terms of the signed Master Services Agreement between the Company and Client. Reimbursement of Subcontractor Expenses shall be per the terms outlined in each Work Order.

EXPENSES

Estimated expenses, not including any additional expenses that may result from a change of the original scope of work, shall be limited to travel, research materials, shipping, photocopies, express deliveries, other office expenses or other expenses that may be set forth in a Work Order. Expenses shall be invoiced at cost. Expenses other than incidental expenses shall be pre-approved by the Company. Expenses for international travel shall also be pre-approved by the Client.

INDEMNIFICATION

- (a) Subcontractor shall defend, indemnify, and hold harmless The History Factory and the Client their customers, parents, subsidiaries and affiliates, their respective members, directors, officers, employees, agents, attorneys, affiliates, successors, and assigns from all claims, losses, liabilities, damages, suits, actions, government procedures, taxes, penalties or interest, associated auditing and legal expenses and others costs, including reasonable attorneys' fees and costs of suit, arising out of any action by a third party that is based upon a claim of (i) misrepresentation or breach by the Subcontractor of any representation, warranty, obligation or covenant of this Agreement or (ii) gross negligence or willful misconduct by Subcontractor in connection with the services provided hereunder.
- (b) The Company shall defend, indemnify, and hold harmless the Subcontractor, its parents, subsidiaries and affiliates, their respective directors, officers, employees, agents, attorneys, affiliates, successors, and assigns from all claims, losses, liabilities, damages, suits, actions, government procedures, taxes, penalties or interest, associated auditing and legal expenses, and other costs, including reasonable attorneys' fees and costs of suit, arising out of any action by a third party that is based upon a claim of (i) misrepresentation or breach by the Company of any representation, warranty, obligation, or covenant of this Agreement; or (ii) gross negligence or willful misconduct by the Company in connection with the services provided hereunder; or (iii) use of the Services or any part thereof in combination with any equipment, software or data not approved for use by the Subcontractor; or (iv) any instruction, information, design or other materials furnished by the Company or any third party to Subcontractor, or (v) any modification of the Services.
- (c) The Party to be indemnified (the "Indemnified Party") shall notify the other party promptly of any claim under this section. The other party shall afford the Indemnified Party an opportunity to defend or participate in the defense of such claim. The other party shall make no settlement of an indemnified claim specifically naming or directly affecting the Indemnified Party without prior written approval.
- (d) In no event, whether as a result of breach of contract, warranty, tort (including gross negligence, but excluding willful misconduct), product liability, intellectual property infringement, or otherwise, shall either party be liable to the other party for any special, consequential, incidental, resultant, indirect, punitive, or exemplary damages (including without limitation, litigation, loss of use, loss of profit, or loss of revenue), even if the party from whom such damages are sought has been given notice of the possibility of such damages. Neither party shall be liable to the other party for any aggregate costs, damages, losses, or liabilities in excess of any fees paid to the Subcontractor.
- (e) The Subcontractor acknowledges that the materials received from the Company and the Client may contain confidential information, including without limitation personal information, financial data, and trade secrets. All such information will be treated as confidential. Subcontractor agrees that it will use commercially reasonable efforts to maintain the confidentiality of such information of the Company and the Client without disclosing to a third party (excluding those persons noted in paragraph (c) below), unless such disclosure is (i) directed or approved by the Company if

**CONFIDENTIALITY/
INTELLECTUAL PROPERTY**

confidential information of the Company or the Client if confidential information of the Client or (ii) otherwise required by applicable law, rule, regulation or governmental agency, court or regulatory or administrative proceeding having jurisdiction over it.

- (b) This agreement shall act as a Proprietary Information Agreement between the Company and the Subcontractor. Upon termination or expiration of this agreement, whichever occurs first, the Subcontractor shall return to the Company all of the disclosed proprietary information subject to the section "Company and Client Materials/Storage" below, and destroy any electronic copies thereof.
- (c) All Company and Subcontractor employees, contractors, and subcontractors shall have a signed Non-disclosure Agreement (NDA) consistent with the document signed between the Subcontractor and the Company. Distribution of the Company and Client proprietary information within the Subcontractor shall be limited to only those directly related to the applicable Work Order.
- (d) Each party owns and shall continue to own all right, title and interest in and to its Intellectual Properties and Existing Materials including all proprietary methodologies, know how, tools, processes, software, and methodologies utilized in the performance of Services pursuant to this Agreement. All rights in Existing Materials not expressly transferred or licensed herein are reserved to the owner and the other party agrees not to use, copy, modify, create derivative works, distribute, publicly display, publicly perform, import, manufacture, have made, sell, offer to sell or make use of the other party's Intellectual Property or Existing Materials whatsoever. Each party shall ensure that all contractors and subcontractors who may have access to the other parties Intellectual Properties and Existing Materials have signed agreements that shall provide for the protection of the other party's Intellectual Properties and Existing Materials to the same extent afforded by this Agreement.
- (e) Except for its Intellectual Properties and Existing Materials, the Subcontractor hereby acknowledges that all designs, works of authorship, and information conceived, developed, or generated by or for Client in performance of the Services authorized in Work Orders governed by this Agreement ("Developed Materials) are "works made for hire" under the Laws of the United States. All ownership rights, title, and interests including Intellectual Property. Rights contained in or derived from the Developed Materials, shall vest exclusively in the Client. To the extent the Developed Materials do not qualify as "works made for hire," Subcontractor agrees to assign to Client all such right, title and interest in such Developed Materials and Subcontractor agrees to provide all reasonable assistance and execute all documents of assignment and other documents (and cause Subcontractor's agents, contractors, employees and others to provide such assistance and information and execute such documents) which Client may require to perfect its ownership interest in such Developed Materials. Subcontractor will not reproduce, distribute, display publicly, or perform publicly, or use for any purpose alone or in combination with any other work, any Developed Materials and will not create any derivative works based upon the Developed Materials without the written permission of the Client, except that Subcontractor may distribute the Developed Materials internally in order to fulfill its obligations under this Agreement.
- (f) The parties hereby agree that neither party shall represent that it is

the originator of the Developed Materials of the other party or reproduce, distribute, display publicly, or perform publicly, or use for any purpose alone or in combination with any other work, any Developed Materials of the other party for any reason whatsoever without the written permission of the developing party.

- (g) Except for materials provided and owned by the Client, or materials for which Subcontractor advised the Company in writing that such materials may infringe or violate the intellectual property rights or right of publicity of any third party in the United States and client explicitly approved in writing the use of such materials, Subcontractor warrants that the work performed or delivered by the Subcontractor under this Agreement will not infringe or violate the intellectual property rights or right of publicity of any third party in the United States, and Subcontractor agrees to defend, indemnify, and hold harmless the Company from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any action by a third party that is based on a claim that the work performed or delivered by the Subcontractor pursuant to this Agreement infringes or otherwise violates the intellectual property rights or right of publicity of any person or entity; provided, however, that the Subcontractor shall not be liable to the Company for any aggregate costs, damages, losses or liabilities in excess of any fees paid to the Subcontractor by the Company.

CLIENT MATERIALS/ STORAGE Within thirty (30) days of completion of Services pursuant to this Agreement or the Agreement is otherwise terminated as provided herein, the Company shall require Subcontractor to send back to the Company any and all hardcopy materials provided by Client (or by the Company on behalf of the Client) with respect to the Services. If after thirty (30) days of completion of Services by the Subcontractor, Subcontractor has not returned materials, the Company may make arrangements to have the materials delivered to the Company and charge Subcontractor for pickup and delivery of the required materials.

NON-SOLICITATION Neither party shall, from the Effective Date until twelve (12) months after its termination, employ or engage on any other basis, or offer employment or engagement to, any employee of the other party who shall have worked for that party for a continuous period of three (3) months or more during the preceding twelve (12) months period and who shall have been associated with the provision of Services. Except in cases of written permission from the other party, each party agrees that if it employs or engages any person contrary to this term, the party in default shall be liable to pay to the other, by way of liquidated damages, a sum equal to the current annual salary of the employee. The parties agree that the foregoing represents a reasonable pre-estimate of the damage caused by any such breach.

GENERAL PROVISIONS

A. Duration and Termination The term of this Agreement shall commence upon the Effective Date and continue through the completion of the project as set forth in a Work Order(s) except in cases of non-performance under this Agreement by either party, non-performance by the Subcontractor of the work agreed upon in a Work Order including failure to meet agreed upon schedules and quality levels ("Termination for Cause"), termination of the agreement between the Client and Company upon which a Work Order(s) is based, or thirty (30) days written notice by either party. Except in case of Termination for Cause, in the event the Company terminates this Agreement, Company will pay all reasonable costs associated with the delivery of services and pre-approved, out-of-pocket expenses up to the effective date of termination. For such consideration,

at the request of Company, Subcontractor shall deliver to Company for the benefit of the Client any and all supplies, materials, drawings, designs, and documents that Subcontractor has specifically produced or acquired to the date of termination of this Agreement.

B. Force Majeure

Neither party shall be responsible for any delay or failure in performance of its obligations under this Agreement resulting from acts beyond the control of a party, including but not limited to, any act of God, act of governmental authority, act of public enemy, computer or system failure, or due to war, terrorism, riot, fire, flood, civil commotion, insurrection, labor difficulty (including, without limitation any strike, or other work stoppage or slowdown), or severe or adverse weather conditions.

C. Relationship of the Parties

Services provided by Subcontractor shall be as an independent contractor. Nothing stated in this Agreement will be construed as creating the relationships of joint ventures, partners, employer and employee, franchiser and franchisee, master and servant, or principal and agent.

D. Applicable Law and Forum

This Agreement is governed by the laws of the District of Columbia without regard to the conflicts of laws or principles thereof and shall be construed as if it were to be performed wholly therein, and the parties hereto consent to the jurisdiction of any federal or state court located in the District of Columbia for all purposes connected with this agreement.

E. Notices

Any notice or other communication required or permitted under this Agreement shall be given in writing and delivered by hand, registered or certified mail, or express delivery (postage-paid and return receipt requested), to the following persons:

If to The Company:	If to Subcontractor:
Fredric Beller	Tom Boal
EVP & COO	Commercial Director
The History Factory	Portland

F. Waiver

Failure by either party to enforce the provisions of this Agreement shall not be construed as a waiver of any provision of this Agreement, and shall in no way affect such party's rights to later enforce any provision of this Agreement.

G. Headings

Headings in this Agreement are for reference only, and in case of a conflict between a heading and the content of a section, the content shall control.

H. Entire Agreement

This Agreement, the Work Orders and its other attachments constitute the entire understanding between the Company and the Subcontractor with respect to the subject matter contained herein and supersedes all prior agreements, understandings, and negotiations with respect to the subject hereof. No waiver, modification, or addition to the Agreement shall be valid unless in writing and signed by both parties.

I. Counterparts

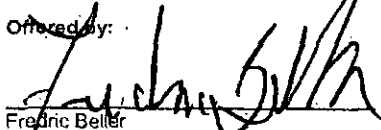
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same instrument. Each party agrees to be bound by its own electronic or facsimiled signature, and agrees that it accepts the electronic or facsimiled signature of the other party hereto.

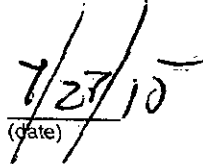
J. Assignment

Neither party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and

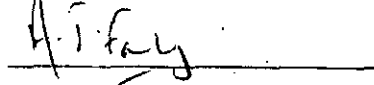
assigns.

Offered by:


Fredric Beller
Executive Vice President & COO
The History Factory


(date)

Accepted by:


Alexandra Farley
CFO
Portland PR Inc

(date)