

OMB No. 1124-0004; Expires April 30, 2017

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 <http://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: <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 Company, LLC	2. Registration No. 6032
3. Name of Foreign Principal Kingdom 5-KR-215, Ltd.	

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.

Registrant will render corporate and individual brand management, marketing and consulting services to the foreign principal. This includes informing, advising or representing the foreign principal in public relations matters relating to the interests, policies or relations of the foreign principal, as well as facilitating dialogue with business, academia and media figures in the United States.

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

Registrant facilitates participation or dialogue by or on behalf of Kingdom 5-KR-215, Ltd. on global matters of interest to the company's brand, marketing and other commercial interests, with potential digital media partners and with business, academic and media figures in the United States. Such activities are undertaken in pursuit of bona fide commercial interests of Kingdom 5-KR-215 Ltd., without attempting to influence any US officials or members of the public with respect to US foreign or domestic policy or with respect to any policies or interests of any foreign government.

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	Name and Title	Signature
4/13/2016	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.

2016 AMENDMENT
to
AGREEMENT
between
KINGDOM 5-KR-215, LTD.
and
INTERNATIONAL MERCHANDISING CORPORATION
Dated February 15, 2011

This Amendment (this "Amendment"), dated as of *March 17*, 2016, to the Agreement dated February 15, 2011 between **Kingdom 5-KR-215, Ltd.**, a company incorporated under the laws of the Cayman Islands whose address is Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman KY1-1104, 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"), as amended by that certain Letter Agreement dated January 1, 2014 by KR-215 and IMG (such Agreement as amended, the "2011 Agreement"), is made and entered between KR-215 and IMG.

1. Definitions. All capitalized terms used in this Amendment, unless otherwise defined herein, shall have the definitions given in the 2011 Agreement.

2. Amendment. KR-215 and IMG hereby agree to amend the 2011 Agreement as set forth below. Paragraph references herein refer to Paragraphs in the 2011 Agreement.

(a) The definition of "Term" in Paragraph 2 shall be amended to consist of the Initial Term, the Renewal Term and a further additional term of two years from January 1, 2017 to December 31, 2018.

(b) The Parties agree that IMG will no longer be retained for services to be rendered in connection with the branding and communications efforts for the Foundations (now known as the Alwaleed Philanthropies); therefore, all references to IMG Services in the 2011 Agreement shall be amended to reflect that the Foundations are no longer covered by the Services and the definition of "Brand Alwaleed" in Recital B of the 2011 Agreement shall be amended to refer only to HRH and KHC.

(c) Each party acknowledges and agrees that the other party may be subject to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and similar laws in other countries, and each party agrees that it will not request the other party to violate of such laws that it knows apply to the other party.

3. Ratification. Subject to the amendments set forth herein, KR-215 and IMG hereby ratify and affirm, and agree to continue to perform in accordance with, the terms and conditions of the 2011 Agreement.

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

KINGDOM 5-KR-215, LTD.

INTERNATIONAL MERCHANDISING
CORPORATION

By: Nada S. Sugan
Name: NADA AL SUGAN
Title: SECRETARY

By: [Signature]
Name: William Allen Shepard
Title: Senior Vice President