

EXHIBIT SPACE - APPLICATION & CONTRACT

LAS VEGAS CONVENTION CENTER | LAS VEGAS, NV | SEPTEMBER 26-29, 2010

We request space in the 2010 International Baking Industry Exposition ("2010 IBIE") with our preferences listed below.

Our check dated _____ for \$ _____ made payable to IBIE, LLC is enclosed.

Deposit must be based on the highest price space requested. Application & Contract received without such payment will not be processed nor will space assignment be made. The balance thereof to be paid to IBIE, LLC on or before July 1, 2010, or space assigned shall be subject to cancellation and/or reassignment, at the option of IBIE, LLC. No credit cards are accepted for payment. Do NOT fax in this application.

Type of booth space preferred: Inline Island Peninsula Perimeter

1. Indicate your choices (1 - 6), selecting several locations throughout your desired area(s).
2. Minimum booth space: 10 ft (deep) x 10 ft (wide)
3. No "end caps" will be assigned.

SPACE NUMBER(S)	SIZE = TOTAL SQ. FT.	COST
1. _____	_____ x _____ = _____	_____
2. _____	_____ x _____ = _____	_____
3. _____	_____ x _____ = _____	_____
4. _____	_____ x _____ = _____	_____
5. _____	_____ x _____ = _____	_____
6. _____	_____ x _____ = _____	_____

MAIL CONTRACT TO:

International Baking
Industry Exposition
P.O. Box 759073
Baltimore, MD 21275-9073

Please DO NOT send overnight packages via FedEx or UPS to this address.

The applicant agrees to accept the space assigned or reject the space by notifying IBIE, LLC in writing within 30 days after receiving an Invoice/Confirmation. If applicant has not rejected the space within such 30-day period, applicant will be deemed to have accepted the space upon, and to be bound by, the terms and conditions of this Contract. All refunds after acceptance of this contract are subject to the Reduction and Cancellation clauses in the Rules and Regulations. No exhibitor will be permitted to begin installation unless space is paid in full.

Description of products to be exhibited: _____

NOTE: This copy is for reference only and is not used for any promotional listings. USE A SEPARATE PAGE IF NECESSARY.

Check all that apply: Equipment Ingredients Maintenance/Sanitation Packaging
 Supplies & Services Transportation & Distribution

Competitive companies which you do not wish to be near: _____

IBIE can not guarantee request if competitor is assigned long after this application is processed, or comes in under a different name.

ACCEPTANCE OF TERMS

I, the duly authorized representative of the undersigned company, on behalf of the said company, subscribe and agree to all terms, conditions, authorizations, and covenants obtained in this Application & Contract for exhibit space, and the enclosed Rules and Regulations which are a part hereof, governing the 2010 IBIE.

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Country/Postal Code: _____

Name: (please print) _____ Title: _____

Signature: _____

I have read and agree to the Rules and Regulations on the reverse side. _____ initials.

Phone: _____ Fax: _____ Email: _____

Do not mark in this space.
For official use only.

Status: ABA Member BEMA Member Non-Member

Space Assigned: _____ Dimensions: _____ Cost: _____

Abbreviated Rules and Regulations Governing

2010 IBIE September 26-29, 2010 | Las Vegas Convention Center | Las Vegas, Nevada

PAYMENT SCHEDULE:

ABA and BEMA Members Rates:

- 100 sq.ft. (min) - 250 sq.ft.
\$19.00 per sq.ft.
 - 25% deposit must accompany the Application & Contract between January 15, 2009 and April 30, 2009.
- 251 sq.ft. - 900 sq.ft.
\$18.00 per sq.ft.
 - Second payment of 25%, or amount equal to 50% of invoiced cost is due on May 1, 2009.
 - Final payment of 50% must be received no later than July 1, 2010.
- 901+ sq.ft.
\$17.50 per sq.ft.
 - Applications received between April 30, 2009 and May 1, 2010 must be accompanied by 50% of total estimated space costs.
 - Applications received after May 1, 2010 must be accompanied by 100% of total estimated space costs.

Non-Members Rates:

- 100 sq.ft. (min) - 250 sq.ft.
\$26.00 per sq.ft.
 - 50% deposit must accompany the Application & Contract.
- 251 sq.ft. - 900 sq.ft.
\$25.50 per sq.ft.
 - Final payment of 50% must be received no later than July 1, 2010.
 - Applications received after May 1, 2010 must be accompanied by 100% of total estimated space costs.
- 901+ sq.ft.
\$25.00 per sq.ft.

1. IBIE: As used herein, "IBIE" shall refer to IBIE, LLC and "2010 IBIE" or "Exposition" shall refer to the 2010 International Baking Industry Exposition. Also as used herein "exhibitor," "applicant" and "company" shall refer to the party submitting the Application and Contract. IBIE will handle all pre-show and on-site decisions and its decisions will be final.

2a. Membership Requirement: Companies joining the American Bakers Association (ABA) or BEMA, the baking industry suppliers association, must be a member of either association for FY 2008, 2009 and 2010—as established by the individual association—to be eligible for member space rates. Exhibitors are subject to a re-invoicing for exhibit space fees at Non-Member rates if their Association Dues are not paid by the established renewal date. Application for space at the member rate will not be accepted by IBIE for any company whose membership dues do not conform to the above continuous three year criteria.

2b. New Membership Waiver: New members to either the ABA or BEMA organization that have never in their history been an active member may apply for waiver of the three year dues commitment, provided they apply for space and membership by October 1, 2009. Membership rate will not be applied to space until written notice is received from the ABA or BEMA organization that company meets this qualification.

3a. Cost of Exhibit Space: See above for details.

3b. Payments: All checks are to be made payable to: IBIE, LLC (U.S. currency only, drawn on a U.S. bank) Note: A \$25.00 transaction fee will be due on each Wire Transfer received as payment, if not sent as US currency. Please add this amount to your original payment. Credit cards are not accepted for payment.

No exhibitor admission credentials will be distributed to any company who has not paid in full by July 1, 2010; and if any company still has not paid in full by the time of the first date of installation, Tuesday, September 21, 2010, they will not be allowed to set up their booth or receive any orders from contractors until the account is paid in full by Cashiers or Certified Check. No personal checks or credit cards are accepted as payment for exhibit space on-site.

3c. Late Payments: A penalty fee equal to 10% of the late charges will be assessed for any exhibiting company that does not pay its required balance by 30 days after the official due date as noted on the company's confirmation/invoice. IBIE is not responsible for reminding exhibitors of these due dates above and beyond its written notice of confirmation.

4. Reduction of Exhibit Space: Reductions of size from original contracted area will be allowed up to one (1) year prior to the show without penalty. After October 1, 2009, or after 30 days from the receipt of the official notification of space assignment for those applications received after October 1, 2009, exhibitors will be assessed a 25% fee for any exhibit area that is reduced. This fee will be based on the amount of space to be reduced. This space is also subject to new rate charge based on the final total square footage under contract. Based on the original location and booth area, any reduction of space could necessitate a change in location, especially if another exhibitor is on the "wait" list for the larger space (requesting the space reduction).

5. Cancellation: An exhibitor may cancel or withdraw from the show subject to the following conditions and restrictions:

- The exhibitor shall give IBIE notice in writing of its intention to cancel or withdraw from the show.
- In the event the said notice is received by IBIE on or before May 1, 2009, the exhibitor shall be obligated and agrees to pay a cancellation penalty of 25% of the contract value.
- In the event the said notice is received after May 1, 2009, but on or before January 1, 2010, the exhibitor shall be obligated and agrees to pay a cancellation penalty of 50% of the contract value.
- In the event the said notice is received after January 1, 2010, the exhibitor shall be obligated and agrees to pay 100% of the contract value.
- All refunds due will be paid to exhibitor no later than 60 days after the close of the Exposition.

• In the event of cancellation, IBIE shall have the right to use said space to suit its own convenience, including selling the space to another exhibitor, without any rebate or allowance to the cancelled exhibitor.

• IBIE assumes no responsibility and exhibitor waives any claims against IBIE for having included the name of the cancelled exhibitor or description of their products in the show catalog, brochures, news releases or other materials concerning the show.

6a. Assignment of Space: First priority space assignments will be given on a first-come, first-served basis to ABA and BEMA members who have submitted contracts by specified deadline date. Past exhibitors who are non-members will receive the prospectus after the member priority period has concluded. They, also, will have a priority assignment period, which will be noted on their mailing. Thereafter, space assignments will be made to ABA and BEMA members, past exhibitors and prospects on a first-come, first-serve basis. Whenever possible, space assignments will be made based on the location preferences requested by the exhibitor. IBIE reserves the right to make the final determination of all space assignments in the best interests of the overall Exposition.

This Agreement will not be valid unless and until signed on BOTH pages by an officer or representative of the Exhibiting Company and returned to IBIE Show Management with Space Application/Contract.

6b. Right of Refusal: IBIE reserves the right to refuse rental of display space to any company whose display of goods, service or machinery is not, in the opinion of IBIE, compatible with the general character and objectives of the Exposition.

6c. Floor Plan Layout Changes: Through the floor plans sent out periodically and the plans available through the official IBIE Web site, all exhibitors should frequently review their space location and changes to neighboring booths/areas for updates. While IBIE will send out updates to the layout, it is the exhibitor's responsibility to keep up with changes to their assigned area. With the move to the new exposition hall, IBIE is anticipating many alterations to the initial printed plan and can not be held responsible for changes which may alter a participating exhibitor's selection of space. If a specific exhibitor is impacted by an adjacent major layout configuration, IBIE will notify them directly.

7a. Subletting of Space: The exhibitor agrees not to assign, sublet or apportion space or any part thereof contracted for, nor to exhibit, advertise or offer for sale merchandise or services other than those manufactured or sold by exhibitor company in the regular course of business. As an example: when articles are required for the proper demonstration or operation of exhibit displays, in which case identification of such articles shall be limited to the regular name plate, imprint or other identification, which in standard practice appears normally on the article. Exhibitors may not permit non-exhibiting company representative, to work in their booths except their own dealers and representatives. In order to be listed in the Official Show Directory as described in Rule 7b—"Selecting Space for Others," each exhibiting firm must have an IBIE contract for the designated space on the floor plan.

7b. Selecting Space for Others: Under the Membership Priority Selection process, exhibitor may select space for other profit centers, divisions or companies only if they are part of the same company or parent corporation. While an ABA or BEMA member may select space for their subsidiaries or divisions under the guidelines noted above, the member rate of exhibit space will only apply to the portion of the booth occupied by current member(s). Each division/subsidiary must complete their own space application and will be considered as a separate exhibit booth.

The subsidiary or division that occupies adjoining spaces must qualify for membership status on their own to obtain member discount on exhibit space. Membership status will be indicated on the separate contract required for participation under the subsidiary's/division's name. Any of the companies who drop their membership after space has been confirmed will be re-invoiced at the non-member rate.

Procedures for Selection of Space for Others:

- Attach a separate Application & Contract for each company, indicating square footage for each selection. A cover letter must contain some proof of corporate status of affiliated companies.
- After contracts are signed, the profit centers, divisions or companies will be official exhibitors and can be listed in the Official Show Directory.

8. Competitors: IBIE will attempt to keep competitors no nearer than 20 feet from the other exhibitor, however, there is no guarantee if competitor is assigned long after original exhibitor's contract has been filed and reviewed.

9. Default of Occupancy: Any exhibitor failing to occupy their exhibit booth (contracted for but not cancelled) by 8:00 a.m., Sunday, September 26, 2010 is obligated to pay the full cost of such space. IBIE has the right to take possession of said space and lease same.

10. Failure to Hold Exposition: Should any contingency prevent the holding of the 2010 IBIE, IBIE shall retain only such part of exhibitor's rental as required for expenses incurred up to the time such contingency shall have occurred. The exhibitor waives all claims for damages. If, for any reason, the 2010 IBIE shall be cancelled or deferred, the exhibitor waives all claims for damages or recovery of payments made.

11. Exhibit Hours: Exhibitors are required to keep at least one attendant in their booth during all show hours, subject to removal of their exhibit from the show at the company's expense.

SHOW HOURS: (Subject to Change)

Sunday, September 26	10:00 a.m. - 5:00 p.m.
Monday, September 27	10:00 a.m. - 5:00 p.m.
Tuesday, September 28	10:00 a.m. - 5:00 p.m.
Wednesday, September 29	10:00 a.m. - 5:00 p.m.

12a. Liability, Insurance, etc.: Exhibitors shall assume, and shall indemnify, hold harmless and defend IBIE and their respective members, officers, directors, employees, contractors and agents (collectively "IBIE Parties") from and against, any and all claims, damages, liabilities, costs (including reasonable attorneys' fees) and expenses (collectively, "Claims") arising out of or in any way relating to exhibitor's acts or omissions while a participant of the 2010 IBIE, including but not limited to any Claims arising out of or in any way related to any bodily injury or property damage caused by exhibitor's acts or omissions. Additionally, exhibitors hereby waive, and release IBIE Parties from, any claim against IBIE Parties for damages or liabilities of any kind, type or nature (including but not limited any damage to property or business or injury to persons) arising out of or in any way relating to the 2010 IBIE, except to the extent caused by an IBIE Party's gross negligence or willful misconduct. In no event shall exhibitor be entitled to claim, and exhibitor hereby waives the right to claim, any special, consequential, indirect or punitive damages arising out of or relating to this Application and Contract or the 2010 IBIE.

12b. Personal Property: Exhibitor acknowledges that any/all property of exhibitor, including any personal properties of individuals, are the sole responsibility of such exhibitor/participant and the IBIE will not assume any liability for such properties in the event of fire, theft, mysterious disappearance or any loss of physical damage or any indirect damage as a result thereof. Participation attendance of the Exposition will acknowledge the acceptance of all terms and conditions stated herein.

12c. Additional insurance requirements, minimum coverage and liability clauses will be contained in the complete Rules and Regulations document which will be a part of the IBIE Exhibitors Service Manual, which Rules and Regulations are incorporated herein and are a part of this Application and Contract.

13. General Requirements: All matters and questions covered in the "Rules & Regulations" may be amended at any time by IBIE; such amendments or additions shall be equally binding on all parties affected by this original "Rules & Regulations."