

EXHIBIT SPACE - APPLICATION & CONTRACT

LAS VEGAS CONVENTION CENTER | LAS VEGAS, NV | OCTOBER 8 – 11, 2016

We request space in the 2016 International Baking Industry Exposition ("2016 IBIE") with our preferences listed below. Our check dated _____ for \$ _____ made payable to IBIE LLC is enclosed. This amount represents our "Initial Deposit" for exhibit space at 2016 IBIE.

We understand that the Initial Deposit must be based on the highest priced space requested below. Any Exhibit Space Application & Contract received without the correct Initial Deposit may not be processed and IBIE LLC reserves the right to not make a space assignment for an applicant until the correct Initial Deposit has been received for such applicant. The balance owed by an applicant to IBIE LLC must be paid on or before July 1, 2016, or any space assignment which may have been made 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). The shaded areas on the Floor Plan cannot be combined to form one exhibit.
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, UPS, USPS Certified or Express Mail to this address.

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

NOTE: IBIE cannot guarantee requests will be fulfilled and IBIE reserves the right to make all final decisions regarding space assignments.

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 Exhibit Space Application & Contract and the enclosed Rules and Regulations which are a part hereof, governing the 2016 IBIE.

Company: _____
Company name shown will be printed and posted electronically in all IBIE listings.

Address: _____

City: _____ State: _____ Zip: _____

Country/Postal Code: _____ Website Address: _____

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 RBA Member Non Member
Space Assigned: _____ Dimensions: _____ Cost: _____

Abbreviated Rules and Regulations Governing

2016 IBIE October 8 – 11, 2016 | Las Vegas Convention Center | Las Vegas, Nevada

PAYMENT SCHEDULE:

ABA, BEMA and RBA Members Rates:

100 sq.ft. (min) - 250 sq.ft. \$22.50 per sq.ft.	■ 25% Initial deposit must accompany the Application & Contract.
251 sq.ft. - 900 sq.ft. \$21.25 per sq.ft.	■ Second deposit of 25%, or amount equal to 50% of invoiced cost is due on May 1, 2015.
901+ sq.ft. \$20.75 per sq.ft.	■ Final payment of 50% must be received no later than July 1, 2016.
	■ Applications received after May 1, 2015 must be accompanied by 50% of total estimated space costs.
	■ Applications received after July 1, 2016 must be accompanied by 100% of total estimated space costs.

Non-Members Rates:

100 sq.ft. (min) - 250 sq.ft. \$30.25 per sq.ft.	■ 50% Initial deposit must accompany the Application & Contract.
251 sq.ft. - 900 sq.ft. \$29.75 per sq.ft.	■ Final payment of 50% must be received no later than July 1, 2016.
901+ sq.ft. \$29.25 per sq.ft.	■ Applications received after July 1, 2016 must be accompanied by 100% of total estimated space costs.

1. IBIE: As used herein, "IBIE" shall refer to IBIE LLC and "2016 IBIE" or "Exposition" shall refer to the 2016 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 the IBIE's decisions will be final.

2a. Membership Requirement: Companies joining the American Bakers Association (ABA), BEMA, the Baking Industry Suppliers Association, and the Retail Bakers of America (RBA) must be a member of one or more of these associations for FY 2014, 2015 and 2016—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 ABA, BEMA or RBA organizations 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 December 15, 2015. Membership rate will not be applied to space and space assignments shall not be made until written notice is received from the ABA, BEMA or RBA that the 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 U.S. 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, 2016; and if any company still has not paid in full by the time of the first date of installation, Monday, October 3, 2016, 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.

4. Reduction of Exhibit Space: An applicant for exhibit space will be permitted to seek a reduction of exhibit space from their original contracted area without penalty if such request is received by IBIE no later than October 1, 2015. After October 1, 2015, or after 30 days from the receipt of the official notification of space assignment for those applications received after October 1, 2015, 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, 2015, 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, 2015, but on or before January 1, 2016, 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, 2016, 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 space assignments will be selected by ABA, BEMA and RBA members who have submitted complete contracts with the appropriate Initial Deposit in a timely manner as determined by IBIE in its sole discretion. All such space selections will be governed by the order of the posted Priority Point Chart.

Priority Point Accumulation Process

All current ABA, BEMA and RBA members have a special Priority

Period to select space (before non-member past exhibitors and prospects). Each member company will be assigned "Priority Points" based on several criteria:

LOYALTY PROGRAM: One point will be awarded for each show that a company participated in from 1977 - 2013.

NUMBER OF YEARS OF ACTIVE MEMBERSHIP:

Based on ABA, BEMA and RBA membership records, each member company will receive one priority point for every year that they were an active member for the period 1988 - 2013. (Membership is only tracked for one association, IBIE will not combine points if a company is a member in two or more associations.)

SQUARE FOOTAGE TOTALS IN PAST IBIE SHOWS (2001, 2004, 2007, 2010, 2013)

Points are totaled for the five shows.

100 - 400 sq.ft.	= 1 point
401 - 1000 sq.ft.	= 2 points
1001 - 2500 sq.ft.	= 3 points
2501 - 4000 sq.ft.	= 4 points
4001 +	= 5 points

NOTE: Each of these criteria points are also assigned on a "weighted" factor, in the order of square footage, number of shows and membership. In the case of two or more companies having the same number of Priority Points, the amount of square footage in prior show will be used as the tie-breaker.

Booth Selection Process

Show Management will compile this data based on the space applications that are received by the published deadline date. Show Management will strictly adhere to this deadline date, with no exceptions for late submission of applications. Companies will be notified by email of their Priority Points, instructions and call-in date for the selection time period. Applications received after the published deadline date will be given the opportunity to select space after the initial selection and before the floor plan is sent to all past exhibitors.

Past exhibitors who are non-members will receive the prospectus after the Priority Points selection period has concluded. Past exhibitors who are non-members will also have a priority assignment period, which will be noted on their mailing. Thereafter, space assignments will be made on a first-come, first-served basis. When possible, IBIE will take into consideration location preferences requested by an exhibitor on their Exhibit Space - Application & Contract when making space assignments not selected by the exhibitors during the Priority Point call in process. In all events, IBIE reserves the right to make the final determination of all space assignments in the best interests of the overall Exposition. Furthermore, IBIE cannot guarantee that a particular exhibit space will be available for a particular exhibitor and reserves the right to make changes to the space assignments as needed (e.g., in cases of force majeure).

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 absolute and sole discretion of IBIE, compatible in any manner with the general character and objectives of the Exposition.

6c. Floor Plan Layout Changes: Floor plans are available through the official IBIE web site www.IBIE2016.com. All exhibitors should frequently review their space location and changes to neighboring booths/areas for updates. It is the exhibitor's responsibility to keep up with changes to their assigned area. IBIE is anticipating many alterations to the initial plan and cannot be held responsible for changes which may alter a participating exhibitor's selection of space.

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 representatives, 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 ABA, BEMA or RBA members 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 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: If specifically requested on the Exhibit Space - Application & Contract, IBIE will attempt to keep competitors at least 20 feet from each other's exhibits; however, IBIE cannot guarantee that this will be possible in all circumstances.

9. Default of Occupancy: Any exhibitor failing to occupy their exhibit booth (contracted for but not cancelled) by 8:00 a.m., Saturday, October 8, 2016 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 2016 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, as determined by IBIE in its sole and absolute discretion. The exhibitor waives all claims for damages. If, for any reason, the 2016 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 exhibitor's expense.

SHOW HOURS: (Subject to Change)

Saturday, October 8	10:00 a.m. - 5:00 p.m.
Sunday, October 9	10:00 a.m. - 5:00 p.m.
Monday, October 10	10:00 a.m. - 5:00 p.m.
Tuesday, October 11	10:00 a.m. - 3:00 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 2016 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 to 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 2016 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 2016 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, 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: 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 Services Manual, which Rules and Regulations are incorporated herein and are a part of this Application and Contract.

13. Mandatory Floor Covering in Booth: Floor covering may be furnished by the Exhibitor or rented from the General Contractor, Freeman. Other suitable floor coverings are acceptable (i.e., tiling, linoleum) as long as the concrete floor is covered and the material is easy to remove, will not damage the show floor and will not pose a safety hazard. Exhibitor must carpet or cover the full contracted space, regardless of whether that full space is used, unless Exhibitor has made prior written arrangements with IBIE. If exhibitor fails to carpet its full space, IBIE will arrange for carpeting at the exhibitor's expense.

14. 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."