

Exhibitor Terms and Conditions Schedule

1. Exhibitor ("Exhibitor") shall provide American Express Publishing Corporation ("AEP") with materials (e.g., photos, text, Exhibitor's logos and trademarks) regarding Exhibitor and its products and/or services ("Exhibitor Materials") in connection with Exhibitor's exhibition at the 2008 Food & Wine Classic in Aspen event ("Event"). Exhibitor acknowledges that it will be solely responsible for obtaining any and all rights, permissions and releases required in connection with the use of Exhibitor Materials. Exhibitor grants AEP the non-exclusive, royalty-free right to use the Exhibitor Materials in connection with the Event and the advertising and promotional materials relating thereto. Exhibitor represents and warrants that none of the Exhibitor Materials will infringe upon the rights of any third party and Exhibitor will indemnify, defend and hold AEP (and its affiliates, companies or licensees) harmless from and against any and all losses and expenses arising out of the use of the Exhibitor Materials as contemplated hereunder. In addition, Exhibitor grants AEP the non-exclusive, royalty-free right to provide and distribute Exhibitor's Event attendance information (e.g., Exhibitor's corporate name, address and the name, phone number and email address of the Exhibitor employee(s) and representatives attending the Event) with other Exhibitors, sponsors, and attendees of the Event.

2. By attending the Event, Exhibitor grants AEP (and its affiliates and licensees) the irrevocable, transferable, perpetual, royalty-free right and license throughout the universe to record (by photographs, film, tape, aural devices and any other method or device) Exhibitor's (and its employees' and representatives') attendance (including name, voice, image, and/or likeness) at the Event (the "Recordings"), and use and exploit such Recordings for any and all purposes, in any and all media, formats and methods of transmission now known or hereafter devised.

3. Neither party shall be liable to the other for any default or delay in performance of any of its obligations under this Exhibitor agreement ("Agreement") if such default or delay is caused, directly or indirectly, by fire, flood, earthquake or other acts of God; wars, terrorism, rebellions or revolution; riots or civil disorders; accidents or unavoidable casualties; interruptions in transportation or communications facilities; law, treaties, agreements, actions, inactions, rulings, regulations, decisions or requirements of any government; or any other cause, whether similar or dissimilar to those enumerated herein, beyond such party's control.

4. Exhibitor agrees and acknowledges that AEP shall have the right, in its sole discretion, to modify any and all elements of the Event and of the exhibition contemplated hereunder. In the event that such modifications materially diminish the value of the exhibition or the Event is cancelled prior to its completion, the exhibition fee shall be reduced to an extent commensurate with the obligations that go unfulfilled as a result of such modifications or early cancellation.

5. During the term of this Agreement and, with respect to any claims-made policies, for a period of two years after the Event, Exhibitor shall maintain in full force and effect the following insurance coverage: (i) Commercial General Liability insurance with limits of no less than \$5 million per occurrence and \$5 million as an annual aggregate, including but not limited to products and completed operations and advertising liability (if Exhibitor desires to provide food-related services of any kind, the policy must include products coverage for on-site consumption, and if Exhibitor desires to serve alcoholic beverages of any kind, the policy must include liquor liability coverage); (ii) Workers' Compensation insurance in compliance with all statutory requirements; and (iii) Automobile liability insurance with limits of no less than \$2 million per occurrence. AEP shall be named as an additional insured on all such policies. Policies shall be written with a licensed insurance company with a Best's Rating of no less than A- VIII. All insurance policies shall include waivers of subrogation against American Express Company, its subsidiaries (including without limitation, AEP), directors, officers, employees, agents and affiliates and shall require at least 30 days written notice to AEP prior to cancellation or non-renewal. All insurance policies shall apply as primary to and non-contributory with any other insurance afforded to American Express Company, its subsidiaries (including without limitation, AEP), directors, officers, employees, agents and affiliates. All insurance policies shall include coverage for defense costs and related expenses. Exhibitor shall provide, upon execution of this Agreement, a certificate of insurance evidencing all such coverages.

6. This Agreement embodies the entire understanding of the parties as to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the parties. No modification of this Agreement will be valid or binding upon the parties unless made in writing and signed by an authorized representative of each party. In no event will AEP be liable to Exhibitor (or any other person or entity) for extraordinary, circumstantial, indirect or punitive damages, including lost profits. This Agreement shall be governed by the laws of the State of New York, exclusive of its conflicts of laws principles. All disputes arising under or relating to this Agreement shall be submitted to a single arbitrator under the Commercial Arbitration Rules and Procedures of the American Arbitration Association, such arbitration to take place in the County of New York in the State of New York. Such Arbitrator shall not be empowered to award extraordinary, consequential damages or lost profits.