CBA MARKETSQUARE
Your Center for Worldwide Sales
& Rights Negotiation

2010 RULES AND REGULATIONS

The International Christian Retail Show 2010 and CBA Marketsquare are produced and managed by CBA. CBA show management — with input from its Exhibitors Advisory Committee — will establish all policies, rules, and regulations. All matters and questions not covered by these Rules and Regulations are subject to decision by CBA show management. Given the annual change in the location of the International Christian Retail Show, it will be necessary for CBA to supplement these Rules and Regulations with provisions tailored to each venue. Exhibitor shall abide by these Rules and Regulations and any additions, amendments, and supplements made by CBA show management after its acceptance of Exhibitor's Application for Exhibit Space. CBA shall have the right to terminate without notice Exhibitor's right to exhibit if Exhibitor or any of its officers, directors, employees, agents, or representatives either fails to abide by these Rules and Regulations or, in the opinion of CBA and its Exhibitors Advisory Committee, behaves in an unlawful, unethical, or inappropriate manner.

In such instances, dismissal shall be without refund. CBA show management may make exceptions to these Rules and Regulations when doing so, in CBA show management's sole opinion, will be in the best interests of CBA, the convention, and the exhibitors.

Exhibitor is invited to advertise in *CBA Retailers + Resources* and the *Show Daily* newspaper. Information on rates, mechanical specifications and copy deadlines can be obtained from CBA Service Corporation or Dunn & Dunn.

ELIGIBILITY FOR PARTICIPATION

(a) The purpose of the CBA Marketsquare at the International Christian Retail Show 2010 is to offer a forum for exposure of Christian products by and to non-U.S. entities engaged in the Christian products industry. Exhibit space is available only to non-U.S., Christian-product retailers, entities offering products (internationally) for re sale in Christian stores, entities offering (internationally) equipment or services that support the operations of Christian stores, and entities desiring to negotiate the international rights to purchase, produce, or distribute products in the Christian products industry.

(b) CBA show management shall have the sole right to determine the eligibility of applicants for exhibit space in the CBA Marketsquare. CBA show management shall have the right to investigate Exhibitor for the purpose of determining, as a condition of assigning exhibit space, the relevance of its products or services to the Christian products industry. CBA show management shall also have the right to require Exhibitor to furnish a catalog or descriptive listing of the products or services which Exhibitor intends to display in CBA Marketsquare and to complete and return a questionnaire relative to Exhibitor's business.

EXHIBIT DATES AND HOURS

(a) Exhibit hours of the CBA Marketsquare will be as follows:
Monday, June 28, 2010 -8:30 am to 6:00 pm;
Tuesday, June 29, 2010 – 8:30 am to 6:00 pm; and
Wednesday, June 30, 2010 – 8:30 am to 4:00 pm.

(b) Exhibit hours are subject to change by CBA show management.

ACCEPTANCE OF APPLICATION AND ASSIGNMENT OF SPACE

(a) Subject to exceptions for extenuating circumstances, which exceptions may be made by CBA show management in its sole and absolute discretion, exhibit space assignments shall be made consistent with these Rules and Regulations.

(b) It is necessary for CBA to take reasonable steps to accommodate new exhibitors each year. CBA shall have the right to assign to any exhibitor fewer booth spaces than requested in the Application for Exhibit Space. Exhibitor may request that it be assigned a greater number of booth spaces than it used in 2009, but such requests shall be honored only if CBA show management determines booth spaces are available. Except as provided above, CBA shall, to the extent reasonably possible, assign the exhibit space requested by Exhibitor. Assignments made by CBA show management shall be final.

(c) Upon approval of an Application for Exhibit Space, CBA show management shall assign exhibit space, execute the Acceptance on the Application, and send a copy of the Application and the Acceptance to Exhibitor by facsimile transmission or by mail.

REDUCTION OF SPACE OR CANCELLATION

(a) Exhibit space deposits must accompany Exhibitor's Application for Exhibit Space and are non-refundable, except in the sole and absolute discretion of CBA show management.

(b) If, after acceptance by CBA of its Application for Exhibit Space, Exhibitor elects to occupy less than the number of booth spaces assigned by CBA, Exhibitor shall not be entitled to a refund of the Space Rental Fee paid for such unused booth spaces.

(c) In the event of such reduction or cancellation, CBA show management shall have the right to use said exhibit space to suit its own convenience, including selling the exhibit space to another exhibitor, without any rebate or allowance to Exhibitor.

BOOTH SIZE

(a) Booth spaces shall be approximately six feet (two meters) deep by eight feet (2.7 meters) wide.

(b) CBA shall furnish each booth space with standard draping (eight feet high—side and back), (a) carpeting, a six-foot table with drape, two chairs, a wastebasket, a sign showing Exhibitor's name and exhibit number, and security service for the CBA Marketsquare Exhibit Floor.

(c) All additional services required by Exhibitor (e.g., furniture and labor) should be ordered directly from the Official Service Contractor. Electrical and phone service is ordered from the convention center directly. Exhibitor will receive an Exhibitor Service Kit containing the appropriate order forms. These additional services are not part of this agreement, must be ordered separately, and must be paid for by Exhibitor.

SETUP AND DISMANTLING

(a) Setup hours for exhibit space will be announced based on the time availability of each site, but generally will begin at 8:00 am and end at 6:00 pm on Sunday prior to the opening of the International Christian Retail Show 2010. Exhibitor will be required to set up during such hours. Any exceptions must be approved in advance by CBA show management.

(b) If Exhibitor's exhibit materials fail to arrive, Exhibitor shall nevertheless be responsible for all amounts due hereunder.

(c) Dismantling of exhibits shall not begin until after the Official Closing of the International Christian Retail Show 2010 Exhibit Floor at 4:00 pm, Wednesday, the week of the convention. All exhibit material must be completely removed by 12 Midnight, Wednesday, the week of the convention.

(d) Exhibitor shall be liable for all storage and handling charges resulting from its failure to remove all exhibit material, including crates, by the stated deadline and shall pay all expenses occasioned by such failure.

(e) Exhibitor must surrender exhibit space occupied by him in the same condition it was in at the commencement of occupation.

(f) No children under the age of thirteen (13) are allowed on the exhibit floor during set-up and/or dismantle times in compliance with CBA's insurance policy. Children aged thirteen to seventeen (13-17) are required to have a signed waiver to access the floor during set-up and/or dismantle.

BOOTH CONSTRUCTION SPECIFICATIONS

(a) Booth space back walls shall be eight feet high.

(b) Booth space side drapes will extend from the back at the eight foot height.

(c) No special signs, construction, apparatus, or lighting fixtures are permitted in excess of eight feet in height.

(d) Audio, video, and computer equipment must be placed so that congestion does not occur in the aisles and that it falls within stated height guidelines.

(e) Interference with the light or space of other exhibits will not be permitted.

(f) CBA shall have the right to make such modifications as may be necessary to adjust the floor plan to meet the needs of exhibitors, the CBA Marketsquare, and the International Christian Retail Show 2010 as a whole.

(g) All exhibits shall not extend onto the "free-space" between the allotted exhibit space and aisle carpet.

(h) All tables shall either be finished or draped.

(i) Exhibitor shall have a company identification sign. No other company name may appear in the exhibit identification.

(j) No banners, signs, or structures may be suspended from the ceiling.

(k) Exhibitor shall display its exhibit number with its own number sign or with the one provided. Numbers shall be no smaller than 2-1/2 inches and shall be visible from the aisle immediately adjacent to the booth space listed in the CBA Convention Program as the location of Exhibitor's exhibit.

(l) Exhibitor may re-arrange any furniture in its exhibit, provided that Exhibitor shall not infringe upon any aisle and shall not disturb the pipe and drape that defines the borders of its exhibit.

USE OF EXHIBIT SPACE AND ADJACENT PUBLIC SPACE

(a) Exhibitor must have at least one attendant in its exhibit whenever the CBA Marketsquare is open.

(b) Exhibitor acknowledges that the International Christian Retail Show 2010 (including the CBA Marketsquare) is designed to be an orderly and controlled event, and its purpose is to present a serious, businesslike atmosphere for promotion of exhibitors' products.

(c) CBA show management may prohibit installation or request removal of any exhibit or promotion wholly or in part, that in its opinion is not in keeping with the character or purpose of CBA, its International Christian Retail Show, or CBA Marketsquare.

(d) Any device or activity which CBA show management considers objectionable is prohibited. No live animals may be included in any exhibit without prior written approval from CBA show management. Exhibitor-sponsored characters in costume will not be permitted to speak or hand out promotional materials of any kind while outside the confines of the sponsoring exhibitor's exhibit.

(e) CBA shall have the right to restrict, alter, or close any exhibit which, because of noise, odors, method of operation, or any other reason, becomes objectionable or otherwise detracts from or is out of keeping with, the character of the International Christian Retail Show 2010 as a whole. Such restrictions may be applied to persons, things, conduct, or printed materials. No refund shall be due under such circumstances. CBA also shall have the right to exclude any non-conforming party from exhibiting at any future CBA conventions. These actions shall not constitute exclusive remedies, and CBA may avail itself of any remedy available in law or equity in addition to these actions.

(f) Exhibitor shall not play loud music in its exhibit nor permit any sort of distraction to other exhibitors. Objectionable noise resulting from the use of audiovisual technology shall be immediately stopped by Exhibitor at the request of CBA show management. Sound and loud speaker systems must be operated in a reasonable way and in such a manner as not to interfere with other exhibitors. Exhibitor's use of music or audio visual devices with sound are permitted only in those locations and at such decibel levels as not to interfere with the activities of other exhibitors. CBA show management shall have the right to control any sound devices which do not conform to this regulation.

(g) Exhibitor will not sublet or share its exhibit space with any entity other than wholly-owned subsidiaries, and it may be necessary for Exhibitor to furnish proof that any such company is a wholly owned subsidiary.

(h) Exhibitor must show only products relevant to and appropriate for the industry served by CBA.

(i) If Exhibitor elects to show product in its exhibit, Exhibitor must show only its own products or products which it actually stocks, ships, and invoices, or represents, in the regular course of business.

(j) At least 25 percent of the space of each exhibit must be open to accommodate visiting traffic to the exhibit, and each exhibitor is responsible for keeping the aisles near his exhibit free of congestion due to his demonstrations or other promotions.

(k) All demonstrations, promotional activities, and distribution of materials by or for Exhibitor must be confined within the limits of Exhibitor's exhibit. Demonstrations must be relevant to Exhibitor's products and shall not be made primarily to attract or amuse.

(l) Author and artist appearances are permitted in exhibits. Prizes, products, and even pre-autographed products may be given away.

(m) If an unusually large crowd is expected in Exhibitor's exhibit because of an author's or artist's presence on the CBA Marketsquare Exhibit Floor, Exhibitor shall notify CBA show management before such author or artist enters the CBA Marketsquare so that appropriate action can be taken to maintain reasonable access to surrounding exhibits.

(n) CBA shall have the right to restrict the use of glaring or irregular lighting effects.

(o) Exhibitor shall maintain its exhibit in neat and clean condition.

(p) Exhibitor shall not allow any article to be brought into, nor permit any act to be done in the CBA Marketsquare that will increase the premiums or void policies of insurance held by CBA, the official convention decorator, its agents, etc. Exhibitor shall be liable for any damage caused directly or indirectly by Exhibitor to any part of the convention center, including but not limited to floors, walls, and columns.

REGISTRATION OF EXHIBITORS

(a) All Exhibitor personnel must register with CBA as International Christian Retail Show 2010 exhibitors. After receipt of the requisite registration fee, CBA shall issue an Exhibitor badge to each registered attendee. Exhibitor badges will be required for Exhibitor personnel desiring to be admitted to the CBA Marketsquare or the International Christian Retail Show 2010 Exhibit Floors.

(b) Representatives of exhibiting companies will not be permitted to enter the CBA Marketsquare earlier than one hour before the scheduled daily opening without the consent of CBA show management. Exhibitors having special problems that require additional time may make arrangements for earlier admittance by obtaining special credentials in the CBA show management office. Exhibitor representatives will not be permitted to remain in the CBA Marketsquare more than thirty minutes after closing each night, except on the last day of the International Christian Retail Show 2010, unless arrangements have been made, in advance, with CBA show management.

INCENTIVES, GIVE-AWAYS, ETC.

(a) Exhibitor drawings or give-aways shall not be based on orders or commitments of any kind.

(b) Exhibitor shall comply with all regulations of the Federal Trade Commission regarding inducements to buy.

(c) CBA does not encourage give-aways to be made to persons other than customers or their employees.

(d) Promotional materials shall not be distributed through Convention hotels to Convention attendees without prior approval by CBA show management.

EVENT SCHEDULING

Any Exhibitor-sponsored meetings or activities to be held in either the convention center or hotels must be approved in writing and in advance by CBA show management.

LISTING IN THE CONVENTION PROGRAM

If assigned exhibit space on or before May 12, 2010 Exhibitor shall be entitled to a single listing in the International Christian Retail Show 2010 Program. In the event of cancellation, CBA assumes no responsibility for having included Exhibitor's name or a description of its products in convention materials.

COMPLIANCE WITH LEGAL REQUIREMENTS

(a) Exhibitor will strictly comply with all laws pertaining to its exhibit at CBA's convention, including, but not limited to, laws pertaining to copyrights, trademarks, antitrust, promotions, and give-aways. With respect to the installation and operation of its exhibit, Exhibitor shall be responsible for knowledge of and compliance with any and all local, city, state, and federal ordinances, statutes, rules, and regulations pertaining to safety, fire, and health.

(b) In compliance with the Americans with Disabilities Act, CBA wishes to ensure that no individual with a disability is excluded, denied services, or otherwise treated differently than other individuals. Exhibitor shall be responsible for providing access to its exhibit by the disabled and shall be solely liable under the ADA, and any other applicable disability law, for any failure to provide such access to any person.

RESPONSIBILITY FOR SECURITY

(a) Exhibitor shall be responsible for security in its own exhibit at all times, notwithstanding the fact that CBA hires a firm to provide security for the International Christian Retail Show 2010. Exhibitor shall be responsible for safeguarding its materials, equipment, and displays at all times. Perimeter security for the CBA Marketsquare will be furnished by CBA during installation, dismantling, and show days. Such security is simply a courtesy to exhibitors and is not intended to relieve them of their responsibility to provide their own security.

(b) Exhibitor acknowledges that any and all property of Exhibitor, including any personal property of individuals, are solely Exhibitor's responsibility, and CBA shall have no liability for such property in the event of fire, theft, or mysterious disappearance, or for any loss, physical damage, or indirect damage as a result thereof. Insurance coverage shall be the responsibility of Exhibitor. Exhibitor is advised to carry special insurance to cover exhibit material against loss or damage, and public liability insurance against injury to the persons and property of others.

LIMITATION OF LIABILITY AND INDEMNIFICATION

(a) Following execution of Exhibitor's Application by CBA, CBA's liability for breach of the resulting contract shall be limited to the Space Rental Fee paid to CBA by Exhibitor. In no event shall CBA be responsible for consequential damages. Any bankruptcy filing of any kind by Exhibitor or Exhibitor's insolvency shall constitute a breach of the Application and the contract resulting from CBA's acceptance of the Application. Either party's waiver of or failure to exercise any right provided for in this Agreement shall not be deemed a waiver of any further or future right hereunder.

(b) Exhibitor assumes all responsibility and liability for losses, damages, and claims from any cause whatsoever arising by reason of the use or occupancy of the exhibit space by Exhibitor or his assigns. Exhibitor will indemnify CBA, its officers, directors, employees, agents, and representatives, and hold them harmless from any and all liabilities in respect of suits, proceedings, demands, judgments, damages, expenses, and costs (including, without limitation, reasonable attorneys' fees and costs and expenses incurred in the investigation, defense, or settlement of any claim covered by this indemnity) which they may suffer or incur by reason of participation in CBA's International Convention or CBA Marketsquare by Exhibitor, its officers, directors, employees, agents, or representatives.

CONFLICT RESOLUTION

(a) Any claims Exhibitor may have against any party other than CBA are to be submitted directly to the party involved.

(b) Any controversy or claim arising out of or relating to the Agreement resulting from CBA's acceptance of Exhibitor's Application for Exhibit Space, or any alleged breach thereof, shall be settled by arbitration in accordance with the rules of the Association of Christian Conciliation Services. Arbitration shall be commenced by filing with ACCS a written statement setting forth the following: (i) the facts giving rise to the dispute; (ii) the legal (and biblical, if any) theories and causes of action on which the party requesting arbitration is relying; and (iii) the remedy requested. Judgment upon the award rendered by such arbitrator(s) may be entered in any Court having jurisdiction over the parties and the subject matter of such controversy or claim. Any arbitration pursuant to this paragraph shall be conducted in Colorado Springs, Colorado.

OVER-THE COUNTER SALES

(a) CBA provides exhibit space for exhibitors to show their products, explain their services, and take orders for delivery after the International Christian Retail Show 2010. Exhibitors are encouraged to offer information about their products, equipment, and services that is educational, professional, and instructional.

(b) CBA does not provide exhibit space to exhibitors for the purpose of selling products for delivery on the International Christian Retail Show 2010 or the CBA Marketsquare Exhibit Floors. Over-the-counter sales of goods (including acceptance of credit cards) for on-site delivery is expressly prohibited.

(c) Exhibitor shall adhere to such rules and regulations as may be established by the U.S. Internal Revenue Service to ensure continued income tax exemption for CBA.

SERVICE CONTRACTOR AND FREIGHT HANDLING

(a) The Freeman Company is the Official Service Contractor. Exhibitor Service Kits containing information and order forms for furnishings, freight handling, labor, ancillary services, registration, housing, etc. will be available on the show website.

(b) Exhibitor agrees to ship, at his own risk and expense, all articles to be exhibited and agrees to conform to the rules for shipping as contained in the Exhibitor Service Kit. The convention center has no facilities for receiving and storing materials prior to the opening of the International Convention.

(c) All costs of shipping, cartage, and handling are to be borne by Exhibitor. The Official Service Contractor selected by CBA show management will handle all the drayage from the drayage warehouse to Exhibitor's exhibit; remove crates and empty cartons; return them at the end of the convention; deliver packed goods to the loading dock; and load the items onto transport vehicles for a fee.

USE OF EXHIBITOR-APPOINTED CONTRACTORS

Exhibitor may not use labor services other than those provided by the Official Service Contractor without prior approval by CBA show management.

EXCLUSIONS FROM EXHIBIT HALLS

(a) Firms or organizations not assigned exhibit space in the CBA Marketsquare shall be prohibited from exhibiting or soliciting business within the CBA Marketsquare, on the International Convention Exhibit Floor, and in the Convention hotels. Failure to comply with this prohibition may result in denial of future exhibiting opportunities at CBA conventions.

(b) During the International Christian Retail Show 2010, Exhibitor shall conduct all business within the confines of paid exhibit space in the CBA Marketsquare or on the International Convention Exhibit Floor.

(c) Alcoholic beverages will not be permitted in the CBA Marketsquare.

(d) The International Christian Retail Show 2010, including the CBA Marketsquare, is designated as a non-smoking event. Smoking is prohibited in all meeting rooms, social functions, and the convention center. Smoking lounges will be provided for exhibitors.

(e) Exhibitor shall not make badges available to representatives of non-affiliated companies.

(f) Helium gas canisters and helium-filled balloons will not be permitted in the Convention Center.

(g) All exhibit attendants must be, in the judgment of CBA show management, properly clothed. A picture or description of costumes, if planned, must be submitted to CBA show management in advance for approval. All exhibit and costume personnel must confine their appearances to Exhibitor's exhibit.

(h) Exhibitor shall be responsible for the behavior of individuals to whom it authorizes CBA to issue badges, and CBA shall have the right to deny or void a badge of, and to deny access to or remove from the CBA Marketsquare, any person whenever, in CBA show management's sole and absolute discretion, doing so would be in the best interest of CBA, any of its exhibitors or attendees, or its International Convention.

(i) CBA show management shall have the right to deny access to its International Convention or the CBA Marketsquare by any exhibitor not current (at the date scheduled for set-up) on all accounts, fees, or other monies owed CBA or CBA Service Corporation, including those unrelated to exhibit space. In addition, CBA show management shall have the right to deny access to its International Convention or the CBA Marketsquare by any exhibitor with account balances outstanding (at the date scheduled for set-up) with any hotel or other business from which such exhibitor shall have received a discount from standard rates by virtue of being associated with CBA.

(j) All food and beverage products not produced by Exhibitor must be purchased through the official concessionaire of the convention center.

(k) Each exhibitor may grant permission to have its exhibit and/or products photographed. Picture taking without such permission, other than by official photographer(s) selected by CBA show management, is prohibited at all times, including setup and dismantle.

TABLE REGULATIONS

(a) Tables must be cleared when not occupied.

(b) Any material left on tables at closing each day may be discarded by CBA show management.

(c) Tables are not to be used for displays.

(d) Table assignments shall be made by CBA show management in its discretion and may be made on a daily basis.

MISCELLANEOUS

(a) If any part of the Exhibit Hall is damaged, or if any other circumstances make it impossible for CBA to permit Exhibitor to occupy the exhibit space assigned, or if any contingency prevents the holding of the International Christian Retail Show 2010 and/or the CBA Marketsquare, CBA may retain such part of Exhibitor's rental as is needed by CBA to pay expenses incurred up to the time such contingency shall have occurred. In such event, the balance, if any, of Exhibitor's fee shall be refunded, and CBA shall be released from any and all claims for damages resulting from such action.

(b) In holding the International Christian Retail Show 2010, CBA does not act as the agent of Exhibitor, the convention center, or any other party.

(c) This Agreement may not be assigned or otherwise transferred by Exhibitor without the prior written consent of CBA.

(d) If any provision in the Application for Exhibit Space or the Agreement resulting from CBA's acceptance thereof is determined by a competent authority to be unenforceable, all other provisions shall continue in full force and effect.

(e) Exhibitor acknowledges and warrants that the individual signing the Application for Exhibit Space on its behalf has been duly authorized to do so.

(f) Exhibitor's Application for Exhibit Space and the contract resulting from CBA's acceptance thereof shall be governed in all respects by the laws of Colorado, and any litigation between Exhibitor and CBA in connection therewith shall be filed in El Paso County, Colorado.