



**TIMBER PROCESSING
AND
ENERGY EXPO**

**OCTOBER 17-19, 2012
PORTLAND EXPO CENTER • PORTLAND, OREGON**

Dear Exhibitor,

There's a new show in town. Finally!

The Timber Processing and Energy Expo is scheduled for October 17-19, 2012 at the Portland Metropolitan Exposition Center in Oregon.

I've long believed that the existing wood products equipment shows in the Northwest have veered off track. After surveying numerous representatives of machinery companies and speaking to many mill personnel, I discovered I wasn't alone.

As an editor for *Timber Processing*, *Panel World* and other forest products industry trade magazines for nearly 30 years, I've gotten to know most of you. I've been blessed to have developed long-standing relationships with you. I believe we (the event organizers) can offer an outstanding event that will benefit the industry at large. I believe we can add a personal touch that stems from our relationships with representatives of equipment companies, and from our ongoing in-the-field connections to the mills and their managerial personnel.


We view this event as primarily a wood products machinery event (including the lumber, engineered wood products and panel industries), with complementary support by the energy sector including mill-related wood based heat energy (lumber drying, cogeneration, pellets, etc.). In addition, the event will include seminars covering mill operational issues.

One of the things that is very exciting to me is the location. The Portland Expo Center is conveniently located off Interstate 5 between downtown Portland and Vancouver, Washington. It's only minutes from the Portland International Airport and has immediate access to the Max Light Rail.

Timber Processing & Energy Expo is scheduled for Hall D, which encompasses 72,000 sq. ft. and an abundance of outdoor space. The overall Exposition Center sits on 60 acres and includes five halls with 330,000 sq. ft. The facility hosts more than 100 events annually, attracting in excess of 500,000 attendees.

I believe you'll really appreciate the convenience of the location and the logistical ease of moving your exhibits onto the show floor.

Here's to a fresh start.



Rich Donnell
Show Director
Timber Processing and Energy Expo
rich@hattonbrown.com
334-834-1170



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Dear Exhibitor,

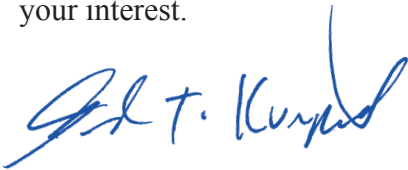
I am very pleased to introduce myself as your Exhibits & Sponsorships Sales Director for the first Timber Processing and Energy Expo to be held October 17-19, 2012 at the Portland Expo Center in Portland, Oregon.

I have worked my entire career in various positions within the forest products industry, including responsibilities for trade shows, and I believe our new event offers a much-needed and long-awaited fresh approach and environment that caters to the real needs of exhibitors and attendees.

Just like myself, the people who are putting on this event have been involved in our industry their entire careers. We know many of you personally, if not most of you. Through the years we've heard your concerns regarding other exhibit events.

Of course, I'm a salesman, as so many of you are, and if I wasn't touting the potential of our new event, I wouldn't be much of a salesman would I. But as one salesman to another, I ask you to believe in me and to know that I'll put 110% effort into making the Timber Processing and Energy Expo the primary forest products industry expo in the Great Northwest, and one we will all enjoy.

I look forward to speaking with you and working with you on your exhibitor plans. Thank you very much for your interest.



Fred Kurpiel
Exhibits & Sponsorships Sales Director
Timber Processing and Energy Expo
fredkurpiel@aol.com
678-642-1238



TIMBER PROCESSING AND ENERGY EXPO

EXHIBITOR COMPANY NAME _____

(to be used on all promotional materials)

CONTACT NAME _____ TITLE _____

MAILING ADDRESS _____

CITY/STATE/ZIP _____ COUNTRY _____

PHONE _____ FAX _____

CONTACT NAME E-MAIL _____

COMPANY GENERAL E-MAIL _____

WEB SITE _____

Please list three choices of booth numbers/locations:

Square Footage Requested:

1. _____ 2. _____ 3. _____ _____ ft. x _____ ft. equals _____ Total Square Feet

Exhibit Space Rates:

\$ _____ Total Cost

\$18 per square foot (for exhibits up to and including 900 square feet in space)

\$16 per square foot (for exhibits more than 900 square feet in space)

Payment Schedule:

- 1) For exhibit space contracts signed during 2011, the exhibitor agrees to pay 10% of the exhibit space cost within 10 days after the signing of this agreement contract; another 40% before February 1, 2012; and the remaining 50% or balance before June 1, 2012.
- 2) Exhibitor payments for exhibit space contracts signed during 2012 will adjust and conform to the payment schedule cited in number 1 above.

Exhibit Space Agreement

The undersigned ("exhibitor") as an authorized representative enters into an agreement with Hatton-Brown Expositions, LLC (organizer) to rent exhibit space at the Timber Processing & Energy Expo to be held October 17-19, 2012 at the Portland Metropolitan Exposition Center (Portland Expo Center) in Portland, Oregon. Organizer will attempt to meet the exhibitor's request for space and location, which is prescribed elsewhere on this form based on the exhibitor floor plan; however, organizer retains the right to alter space and location because of any circumstances, including the necessity to realign the exhibitor floor plan for whatever reason. For exhibit space contracts signed during 2011, the exhibitor agrees to pay 10% of the exhibit space cost within 10 days after the signing of the contract; another 40% before February 1, 2012; and the remaining 50% or balance before June 1, 2012. Exhibitor payments for exhibit space contracts signed during 2012 will adjust and conform to the just-cited payment schedule. If the exhibitor desires to cancel all or part of the exhibit space before June 1, 2012, the exhibitor will be charged 50% of its total exhibit space cost. If an exhibitor cancels on June 1, 2012 or later, the exhibitor will be charged 100% of the exhibit space cost. If the exhibitor defaults in payment, the exhibitor is liable to organizer for collection costs, attorney's fees and related costs. Organizer reserves the right to accept or reject exhibitor space applications and to cancel previously accepted exhibitor space applications and contracts. This contract is valid upon its signed execution by an authorized representative of the exhibitor and by an authorized representative of organizer.

Exhibitor Authorized Representative Signature

Date

Hatton-Brown Expositions, LLC Authorized Representative Signature

Date

We understand that this exhibit space agreement becomes a binding application when accepted by organizer on behalf of the Timber Processing and Energy Expo, and that the exhibitor applicant shall abide by all terms and conditions published on the front and back of this exhibit space agreement as well as the facility rules in the service kit which are hereby incorporated herewith. In addition, the exhibitor applicant agrees to allow organizer representatives to publicize the exhibitor applicant in pre-, during- and post-event promotional coverage, including written and photographic, in print, on the web and any other means.

DATE: _____ EXHIBITOR COMPANY NAME: _____

CONTACT NAME (PRINTED): _____

CONTACT NAME SIGNATURE: _____

**IMPORTANT: Please mail the signed agreement contract to: Dianne Sullivan, Show Manager, Hatton-Brown Expositions, LLC,
PO Box 2268, Montgomery, AL 36102-2268
dianne@hattonbrown.com, 334-834-1170**

Terms and Conditions

Whereas Hatton-Brown Expositions, L.L.C. ("Organizer"), has organized the Timber Processing & Energy Expo ("Show") to be held at the Portland Metropolitan Exposition Center ("Center") and Exhibitor ("Licensee"), in consideration of mutual covenants herewith set forth desires to use space in said Center, Exhibitors along with their employees, invitees, contractors, and guests as Licensee's of the Center agree to the following terms and conditions of said use;

- 1. Presentation Purpose:** Organizer grants Licensee permission to use the authorized locations in the Center on the dates designated for the Show. This is a non-ticketed event and Licensee may not use these areas for any other purpose.
- 2. Fees and Charges:** In addition to the space reservation cost, Licensee shall pay event-related fees and charges including but not limited to storage, labor, electricity, equipment rental, and other services.
- 3. Insurance:** Licensee shall, at its sole cost and expense, procure and maintain through the term of this License Agreement the following insurance requirements:
 - A. Commercial General Liability policy providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from the facilities licensed hereunder, such insurance to offer immediate protection to the limit of not less than \$1,000,000 and such insurance shall include coverage for contractual liability under the indemnification of the Center along with its employees and directors thereof by Licensee as set forth herein;
 - B. Worker's Compensation insurance providing coverage for Oregon statutory requirements;
 - C. Employer's Liability Insurance with limits not less than \$1,000,000 each accident;
 - D. Automobile Liability Insurance with limits not less than \$500,000 each occurrence, combined single limit for bodily injury and property damage including coverage for owned, non-owned, and hired vehicles, including loading and unloading operations;
 - E. Commercial General Liability insurance required by this Agreement shall name as additional insured: Hatton-Brown Expositions, L.L.C., Timber Processing & Energy Expo, and Portland Metropolitan Exposition Center along with its members, officers, directors, agents and employees of each entity.
 - F. Licensee shall maintain with respect to each such policy evidence of such insurance required by the Organizer and shall at all times deliver and maintain with the Organizer a certificate with respect to such insurance in a form acceptable to the Organizer;
 - G.) Licensee agrees to provide all required certificates of insurance to the Organizer on or before the 1st day of June, 2012. Failure to do so shall constitute immediate breach of the Licensee's agreement with Organizer. It is agreed in that event that Organizer, at its sole option, may terminate this Agreement. Organizer may exercise any or all options in paragraph 16;
 - H. The parties agree that the specified coverage of limits of insurance in no way limit the liability of the Licensee. Licensee shall obtain the written agreement on the part of each insurance company to notify Organizer at least thirty (30) days prior to cancellation or non-renewal of any such insurance.
- 4. Indemnification:** Licensee agrees to defend, indemnify, and hold harmless Organizer, Center, the Metropolitan Exposition-Recreation Commission ("Commission") and their respective members, officers, directors, elected or appointed officials, agents and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorneys' fees), on account of personal injury, death or damage to or loss of property or profits arising out of or resulting in whole or in part from any act, omission, negligence, fault or violation of law or ordinance by Licensee or its employees, invitees, contractors, or guests entering the Center licensed with the implied or express permission of Licensee. Such indemnification by Licensee shall apply unless such damage or injury results from the sole negligence or willful misconduct of the Organizer. The Organizer shall be responsible for the daily operations of the Show, including the actions of any Organizer employees, volunteers, and contractors which are under the Organizer's exclusive control, subject to any agreements the Organizer may enter into which provide for the Organizer's contractors to defend, hold harmless, and/or indemnify the Organizer.
- 5. Assumption of Risk:** Exhibitor assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Show, including without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer nor the Show Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Show Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities whether described in this paragraph.
- 6. Waiver of Subrogation:** Each party hereto hereby waives any and every claim during the terms of this License Agreement or any extension or renewal thereof for any loss of or damage to any of its property, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies to the extent that such loss or damage is recovered under said insurance policies. Said waivers shall be in addition to, and not in derogation of, any other waiver or release contained in this Agreement with respect to any loss or damage to property of the parties hereto. Inasmuch as the waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), Licensee is advised to give each insurance company written notice of terms of such waiver, and to have insurance policies properly endorsed, if necessary.
- 7. Taxes and Fees:** Licensee agrees to pay promptly all sales, use, excise and any other taxes required by any governmental authority and shall obtain at its own expense all permits and licenses required by law in connection with its use of the Center.
- 8. Defacement of Facility:** It is understood and agreed that the Organizer licenses to Licensee the Authorized Location(s) in the Center "as is" and that the Licensee will make, at its own expense, all changes, alterations, installations, and decorations therein that are previously agreed to by Organizer, and that Licensee will restore, at its own expense, the Center to the same condition in which it existed prior to any alterations made therein. Licensee shall be responsible for any costs to repair or replace property at the Center damaged or lost during the term of this Agreement, due to the actions of Licensee. Ordinary wear and tear, or by other cause beyond control of Licensee, is excepted.
- 9. Novelty Concessions/Food-Beverage Concessions and Catering Service:**
 - A. Novelty Concessions shall be defined as, but not be limited to, printed material, programs, records, tapes, hats, T-shirts, jackets, flowers, pennants, photographs, event memorabilia or similar items. Licensee shall not engage in any selling or dispensing of novelty concessions without the written permission of the Organizer. Should Organizer authorize Licensee to engage in any selling or dispensing of novelty concessions, then Licensee shall pay to the Organizer **twenty (20) percent** of the gross proceeds from any such authorized sales.
 - B. The Center's food - beverage and catering service contractor is solely authorized to provide all food-beverage and catering services with the Center. The Director must approve in advance all exhibitor or Licensee requests for the sampling of products distributed from exhibit booths or any other areas within the Center. Licensee shall require Exhibitors having the need to distribute food or beverage samples not relevant to their business to order these items from the Center's food-beverage and catering service contractor.
- 10. Qualifications of Exhibitor:** Organizer, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms that supply products and services to the wood processing industry. Applicants may be required to submit a description of the nature of their business and the items to be exhibited. Organizer reserves the right to restrict or remove any exhibit that Organizer, in its sole discretion, believes is objectionable or inappropriate.
- 11. Assignment of space:** Exhibit space shall be assigned by Organizer in its discretion for the Show and for the Show Dates only. That assignment does not imply that similar space will be assigned for future Shows. Organizer reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Show.
- 12. Booth Placements:** Organizer reserves the right to make alternative placement. Organizer shall be the final authority in assigning space. Organizer may refuse acceptance of any contract for any or no reason. Organizer reserves the right to determine the eligibility of any company or product for inclusion in the Show. No Exhibitor shall exhibit or permit to be exhibited in its Authorized Location(s) any merchandise other than that specified in its application. Organizer further reserves the right to add, alter or delete from the Show's floor plan at anytime in its sole discretion.
- 13. Non-Discrimination:** Licensee agrees not to discriminate against any employee or applicant for employment because of age, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion, or national origin, and further agrees not to discriminate for the same aforementioned reasons against any person or persons in connection with admission, services or privileges offered to or enjoyed by the general public.
- 14. Force Majeure:** If the Authorized Location(s) or any part of the Center is destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence renders the fulfillment of this Agreement by Organizer impossible or impracticable, then the Show Reservation Contract shall be terminated and the Licensee shall be liable for fees, charges for support personnel and services, additional utility charges which have accrued only at the time of termination and all other fees paid by Licensee shall be returned by the Organizer. Licensee hereby waives any claim for damages or compensation from Organizer on account of such termination. Determination of whether the Center is rendered unusable for the purposes for which Licensee has licensed the facility shall be determined jointly by Organizer and Center.
- 15. Non-Exclusive Use:** Organizer shall have the right to use or permit the use of any portion of the Center not granted to Licensee under this Agreement to any person, firm or entity regardless of the nature of the use of such other space. This right shall be subject to Organizer's prudent business judgment.
- 16. Default by Licensee and Organizer Remedies:** Licensee shall be in default of the Show Reservation Contract if Licensee fails to pay any amounts due under the License terms, breaches any provisions of the terms and conditions or any other written agreement between Licensee and Organizer including payment of fees and maintenance of required insurance in strict accordance with the terms and conditions, violates any applicable laws or ordinances during its use of the Center or should dissolve or cease doing business as a going concern or become insolvent or bankrupt. Upon such default by Licensee, the Organizer may have one or more of the following remedies, in its sole discretion.
 - A. Declare the entire amount of the balance due per the terms of the space reservation contract payable.
 - B. Reenter the authorized location(s) without being liable for damage therefore and relet the same or any portion thereof, or operate the same for the balance of the Show Reservation Contract period, receive rents due and apply them first to expenses of making the Organizer whole and second, to any expenses incurred for reentering the premises and reletting of the authorized location(s).
 - C. Terminate the space reservation contract by giving the Licensee written notice of such termination which shall not excuse breaches of the space reservation contract which have already occurred and may reenter the authorized location(s) as in b), above.
 - D. Pursue any other remedies available to the Organizer either at law or equity. No single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy.
 - E. Organizer may withhold and apply, without the necessity of resorting to any legal action to any claim it may have against Licensee, all sums, receipts or deposits which may be in the possession of the Organizer for or on behalf of the Licensee. Licensee agrees that the retention of such sums, receipts or deposits constitutes liquidated damages in a reasonable amount in that Organizer damages are not readily ascertainable.
 - F. Organizer may, at its sole option, also terminate any other contract(s) with Licensee.
 - G. Rights of Offset: Enforcement: Organizer reserves the right, in its sole discretion, to apply any or all payments made for the Show to any or all outstanding Organizer. This applies to ad insertions, sponsorships, booth space, of any other product or services offered by Organizer.
- 17. No show policy:** If Exhibitor, through circumstances beyond control, is delayed in arrival or set-up, Exhibitor must notify the Show Director at the Show Facility. Non-notification will result in resale of space, and no refunds will be made.
- 18. Cancellation of the Event:** If Organizer cancels the Show due to circumstances beyond the reasonable control of Organizer (such as acts of God, acts of war, terrorism, governmental emergency, labor strike or unavailability of the Exhibit Facility), Organizer shall refund the Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred by Organizer, in full satisfaction of all liabilities of Organizer to Exhibitor. Organizer reserves the right to cancel, rename or relocate the Show or change the Show Dates. If the Organizer changes the name of the show, relocates the Show to another event facility within the same city, or changes the show Dates to dates that are not more than 30 days earlier or 30 days later, no refund will be due to Exhibitor, but Organizer shall assign to Exhibitor, in lieu of the original space, other space as Organizer deems appropriate and Exhibitor agrees to use that space under the terms of this contract. If Organizer elects to cancel the Show other than for a reason previously described in this paragraph, Organizer shall refund to Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Organizer to Exhibitor.
- 19. Assignment:** Licensee may not assign this Agreement or any interest therein or permit the use of the Authorized Areas or any part thereof without the prior written approval of the Organizer. Any attempted assignment without such prior approval shall be null and void.
- 20. Hazardous Substances:** Licensee, its officers, employees and agents, and any exhibitors, customers or other participants in the event(s) covered by the License Agreement are prohibited from bringing any hazardous substance into the authorized areas or onto Center property and are prohibited from allowing any hazardous substance to be brought into the authorized areas or onto Organizer property. As used in this paragraph, "hazardous substance" has the meaning given that term in ORS 465.200. If any governmental authority or other third party demands that a cleanup plan be prepared and that a cleanup be undertaken because of any release of hazardous substance that occurs as a result of Licensee's use of the authorized areas or entry on Center property, Licensee shall, at Licensee's expense, prepare and submit the required plan and all related bonds and other financial assurances, and Licensee shall carry out all such cleanup plans. Licensee agrees to indemnify Organizer, the Metropolitan Exposition-Recreation Commission, the City of Portland and their respective members, officers, directors, agents and employees against any claims, costs and expenses of any kind, whether direct or indirect, incurred voluntarily or pursuant to any state or federal law, statute, regulation or order, for the clean up, extraction, detoxification or neutralization of any release of any hazardous substance associated with or arising from the Licensee's use of the Authorized Location(s) of entry on Organizer property. As used in this paragraph, "release" has the meaning given that term in ORS 465.200. Licensee's obligations under this paragraph survive termination or expiration of the Licensee Agreement.
- 21. Rules and Regulations:** Rules and Regulations are hereby incorporated into the Terms and Conditions of the Space Reservation Contract by reference. Organizer reserves the right to make reasonable changes to said documents as may from time to time become necessary.
- 22. Actions:** Any Actions by one party to the License Agreement against the other arising out of the Agreement or of conduct, acts or activities of the parties hereunder will be governed by Alabama law and may be maintained in the Circuit Court of the State of Alabama. No such action against the Organizer may be maintained except in and for the State of Alabama. Licensee consents to the maintenance of any such action by the Organizer against it in the Circuit Court of the State of Alabama in and for Montgomery County.
- 23. Severability:** If any provision of the Space Reservation Contract, Terms and Conditions, or the Rules and Regulations which have been incorporated herewith by reference shall be declared invalid or unenforceable, the remainder of said provisions shall continue in full force and effect to the fullest extent permitted by law.
- 24. Waiver:** No waiver by the Organizer of any default shall operate as a waiver of any other default on a future occasion or the same default. No delay or omission by the Organizer in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or further exercise thereof, or the exercise of any other right or remedy.
- 25. Delivery of Notices:** Any notice, request, demand, instruction, or any other communication to be given to any party hereunder shall be in writing, sent by registered or certified mail as follows:

Hatton-Brown Expositions, L.L.C., P.O. Box 2268, Montgomery, AL 36102, Attention: Show Director.

- 26. Licensee's Assumption of Responsibility:** The Licensee expressly assumes full responsibility for all persons connected with Licensee's use of the Center, including all its employees, agents, members, invitees, guests, and contractors.
- 27. Addendum(a) and Attachments:** Any addendum, statement of policy, requirements and/or operational items attached hereto are made a part of this Agreement as if copied in full herein.
- 28. Time is of the Essence:** Time is of the essence to this Agreement.
- 29. Entire Agreement:** Except as provided in paragraph 21 and 28, this document contains the complete and exclusive agreement between the parties, and is intended to be a final expression of their agreement. No promise, representation or covenant not included in this document has been or is relied upon by any party. No modification or amendment of this agreement shall be in force or in effect unless in writing executed by all parties hereto.
- 30. Headings:** The headings used in this agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this agreement nor the extent of any provision thereof.
- 31. Other Special Conditions: Approval of Contract:** The terms and conditions and rules and regulations are not binding upon Organizer until signed on behalf of the Organizer. It will be effective on the date Organizer executes the space reservation contract.



**TIMBER PROCESSING
AND
ENERGY EXPO**
Rules and Regulations

The Rules and Regulations are an extension of the Space Reservation Contract and the Terms and Conditions for the Center.

1. Definitions:

- A. Organizer means Hatton-Brown Expositions, L.L.C., Organizer of Timber Processing & Energy Expo.
- B. Center means the Portland Metropolitan Exposition Center, Portland, Oregon and all property, facilities, authorized location(s), and exhibit spaces therein.
- C. Agreement/Contract means Space Reservation Contract, Terms and Conditions, and Rules and Regulations as it relates to any written agreement entered into between the Organizer and Licensee.
- D. License means individual, corporation, association, partnership or entity which is the responsible party utilizing the Portland Metropolitan Exposition Center via Organizer.
- E. Show means trade show event.

2. Authority:

- A. The Organizer shall have full responsibility for the operation of the Show including management of the Show facilities.
- B. The Organizer's designated agent is hereby authorized to enter into agreements with corporations, associations, individuals, partnerships and other entities in connection with the Show held at the Center.

3. License Agreement:

All Space Reservation Contracts shall be in writing on forms approved by the Organizer's attorney, furnished by the Organizer and executed for and on behalf of the Organizer's designated agent.

4. Compliance with Laws:

Licensee shall, at its own expense, promptly comply and cause its employees, agents, contractors, guests, and invitees to comply with all laws, ordinances, orders, rules and requirements of all federal, state, county, metropolitan governments, Organizers and officers whenever applicable, all rules and regulations of the Portland Police Department and the Portland Fire Department and all policies, rules, regulations established by the Commission for the use of the Center and the jurisdiction of the Commission. Any failure by Licensee, its employees, agents, contractors, guests, and invitees to comply with any of the requirements of this paragraph shall entitle Organizer, its delegatee(s), successors or assigns, at its sole discretion, to cancel any existing contracts between Organizer and Licensee, and/or deny Licensee, its successors, assigns, or alter egos, future use of said facilities.

A. Fire and Safety Laws and Rules: Federal, state and city laws must be strictly observed. A listing of material fire and safety regulations will be found in the Exhibitor Service Manual. All material used for display of **any kind must be flame proofed. This includes all materials used in specially constructed exhibits such as fabric or other materials.** The use of crepe paper and any decorative paper of any type are prohibited and will not be permitted. Your display must meet all the required fire regulations. Displays that do not pass inspection will be ordered closed until such fire hazards are corrected against further danger of fire. All booth equipment (i.e. tables, chairs, displays, etc) must not protrude into aisles under any circumstance. This is a strict order of the fire marshal. Exhibitor may be closed down for infringing this rule.

5. Assumption of Risk:

Exhibitor assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Show, including without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer nor the Show Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Show Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities whether described in this paragraph.

6. Copyrights and Proprietary Material:

Licensee warrants that no music literary or artistic work or other property protected by copyright will be performed, reproduced or used, nor will the name of the any entity protected by trademark be reproduced or used during the Licensee's use of the Center unless Licensee has obtained written permission from copyright or trademark holder. Licensee covenants to comply strictly with all laws regarding copyrights, royalties and trademarks and warrants that it will not infringe on any related statutory, common law, or other right of any person during its use of the Center. Licensee will indemnify and hold the Center and Organizer and its officers, agents and employees harmless from all claims, losses, attorney's fees, court costs and damages with respect to such copyright and proprietary material.

7. Building and Public Safety:

Licensee agrees not to bring into the Center any material, equipment or object which is likely to endanger the facilities, the life of any person, or to cause injury to any person without the prior written approval of the Director.

A. Notice of Event requirements and Floor Plans: Before the sale of any exhibit space, Licensee shall submit to the Organizer for approval a complete floor plan for the event and, if requested, submit a description of all electrical, plumbing, communications systems or related work. At least thirty (30) days before the first day of the event, Licensee shall provide the Organizer with all other pertinent information required by the Organizer for the event such as room or hall set-ups staging, technical requirements, and food and beverage requirements.

B. Licensee shall conduct business in the Authorized Location(s) in a dignified and orderly manner with full regard for public safety and in conformity with Center's Fire and Safety Rules and Regulations as such may exist from time to time.

C. No portion of the sidewalks, ramps, entries, doors, corridors, vestibules, hallways, lobbies, stairways, elevators, aisles or driveways shall be impeded by Licensee or its agents or used for any purpose other than ingress or egress from the Center. Access to public utilities, fire suppression equipment, heating and air conditioning vents shall not be covered or obstructed at any time by Licensee or its agents.

D. Persons will not be permitted inside any area of the Center in excess of the established capacity.

E. The Center does not provide exhibit crate storage on site without specific written approval of the Organizer. Licensee and Licensee's service contractors are expected to make all arrangements for storage of exhibit crates and packing materials, if such approval is not granted by the Organizer.

F. The Licensee shall not permit any live animal, reptile, fish or bird to enter or remain in the Center unless approved in writing by the Organizer. Properly and safely muzzled "seeing eye/service" dog(s) accompanying a blind person is/are accepted. All such animals so admitted must at all times remain on a leash, within a pen, or under similar control.

8. Rental Regulations and Schedule:

A. The exhibit fee designation in paragraph one of the Space Reservation Contract is due and payable prior to the occupancy of the Center.

B. The exhibit fee consists of fees for using authorized locations of the Center.

C. A partial deposit is required with the execution of the Space Reservation Fee. Deposits are non-refundable, except in such cases where the Organizer is unable to deliver possession of the identified location(s) of the Center.

D. Exhibit booth configuration and size of each booth shall be designated on final floor plan as determined by Organizer

9. Broadcast Rights: The Organizer reserves all rights to all broadcasting, telecasting, videotaping and transcription of all performances, functions, meeting and activities of all users of the Center including Licensee. Licensee shall not engage in any broadcasting, telecasting, videotaping, recording or transcription activity without the written permission of the Organizer, and before such permission is granted, the Organizer may require payment of such privilege and for any costs to the Center relative to such activity.

10. Recording: No recording, either visual or audio, of any kind shall be made of the event covered by this Agreement without the prior written approval of the Organizer. Organizer reserves the right to require payment from Licensee for that privilege.

11. Utilities: The Center shall provide heat, cooling (where available) and existing lighting as normally available during show days. One-half normal lighting will be allowed for move-in and move-out days. Additional heating, cooling (where available) and lighting requested by Licensee will be assessed at the prevailing rate.

12. Show Services:

A. Organizer agrees to make available to the Licensee; either in-house or through the Center's agent up to its existing capacity, all electric power required, water and sewer drains requested by Licensee or its exhibitors. All charges arising from such services by the Center shall be charged at the prevailing rate for connections and consumption of the requested utility to the contracted party, the Licensee or its exhibitors, decorators and agents.

B. Organizer will furnish additional services to Licensee such as labor, audio-visual, sound, lighting, equipment, materials (to the extent of the existing inventory), technicians, etc., at the Licensee's request provided that the Licensee is responsible for the payment of such services at the prevailing rate.

13. Facility Services:

A. The Center's personnel shall maintain all public access areas which include lobbies, concourses, hallways, restrooms, meeting rooms (except when utilized for exhibit space), and registration area at no extra cost to Licensee.

B. All janitorial and cleaning service, except as described in Paragraph A above, beginning with the first leased day through the final leased day, shall be the responsibility of the licensee.

C. Organizer will provide (at no expense) personnel and equipment to properly clean aisles prior to the opening of each show day.

D. The Center will provide trash disposal receptacles for trash, debris and general packing material as a result of exhibiting in the Center. Costs to remove debris or trash shall be borne by the Licensee. Non-hazardous fluids, chemicals, petroleum-based products, perishable items or any other non-dry material must be disposed of in a manner prescribed by the Center.

E. Any changes to the initial meeting room set will be subject to an hourly charge at the prevailing rate.

F. All parking rights are under the exclusive control of the Center and the Licensee shall not participate in same.

14. Ticketed Events: Should the contracted Show require the selling of tickets to gain admission, then the Center may require the Licensee to follow the procedures outlined on Attachment B. **This section is not applicable as the Show is Non-Ticketed.**

15. Admission, Security and First Aid: Organizer shall be responsible for complete admission, security and first aid services for all locations licensed, including exhibit areas, meeting rooms, loading dock areas, emergency exits and any storage areas from the time of initial occupancy until the completion of move-out. Such services, may at its option, be provided by the Organizer and will be at the expense of the Licensee. All admission, security and first aid service arrangements are subject to approval by the Center. Center reserves the right to determine the type and quantity of security and/or law enforcement officers which will be required for any specific event, in its sole discretion. By way of example and not as a limitation, Center reserves the right to determine in its sole discretion the following: (a) the minimum numbers of security personnel required; (b) assigned locations of security personnel, including patrols or stations within the facility; and (c) whether contract security, Center employees, uniformed security, "T-shirt" or "peer" security, Portland Police Officers or other governmental law enforcement agencies, or any combination thereof, shall be required for any specific event. Licensee shall be responsible for full payment of any security costs as determined by the Organizer. The Organizer shall be entitled to withhold said sums upon settlement if not paid by then, and/or demand deposits to cover any anticipated security costs.

16. Exhibit Space Occupancy: Organizer shall specify the hours and dates for installing, occupying and dismantling exhibits. If Exhibitor fails to install its display in its assigned space by 5:00 pm on Tuesday, October 16, 2012 or leaves its space unattended at any time during the Event, Organizer shall have the right to take possession of the space and terminate this contract and no refund will be due to Exhibitor. All exhibits must be open for business at all times during the Event.

17. No show policy: If Exhibitor, through circumstances beyond control, is delayed in arrival or set-up, Exhibitor must notify the Show Director at the Show Facility. Non-notification will result in resale of space, and no refunds will be made.

18. Character of Displays: Use of Aisles and Common Areas: Distribution of samples, printed matter of any kind and any promotional material is restricted to the exhibit booth. Exhibitor shall only exhibit products that it manufactures, represents or legally distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of Organizer and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of Organizer. Uniformed attendants, models and other employees of Exhibitor must remain within its booth. Any and all advertising distribution must be made from Exhibitor's booth space. Balloons and stickers are prohibited in the exhibit area. Handouts with gummed backing that adhere or cause adhesion are considered stickers. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space are prohibited.

19. Sound Devices: The use of devices for mechanical reproduction of sound or music may be permitted, but must be controlled. Sound of any kind must not be projected outside of the exhibit booth. Exhibitor is specifically prohibited from employing any carnival-type attraction, animal or human, or from operating noise-creating devices such as bells, horns or megaphones.

20. Outside Exhibits/Hospitality Suites: Exhibitor is prohibited, without express advance written approval from Organizer, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, lobbies, lounges, corridors etc., as well as conducting unauthorized facility tours. Exhibitor shall not operate hospitality suites during hours in which the Show is open or when any Organizer-sponsored activities are being held. Exhibitor is prohibited from hosting hospitality functions during official Show hours. All requests for a hospitality suite or public function space must be made through Organizer. If Exhibitor cancels or fails to occupy the exhibit space during official Show hours, Organizer reserves the right to notify the applicable venue to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel or applicable venue.

21. Listings and Promotional Materials: By exhibiting at the Show, Exhibitor grants to Organizer a fully paid perpetual non-exclusive license to use, display and reproduce the name, trade names, product names of Exhibitor in any directory (print, electronic or other media) listing the companies exhibiting at the Event and to use such names in Organizer promotional materials. Organizer shall not be liable for any errors in any listing or descriptions or for omitting Exhibitor or any other exhibitor from any directory or other lists or materials. Organizer may also take photographs, including without limitation video and audio recordings of Exhibitor's booth space, exhibit, employees, invitees, contractors, and guests during, before or after the open hours of the Event and use those photographs for any promotion purpose.

22. Signs, Poster, Literature: The Licensee shall not post nor permit any sign upon said premises or anything that will tend to injure, mar or in any manner deface the Center. Licensee will not permit nails, hooks, adhesive fasteners, tacks, screws or any other such device to be installed on any part of the building or premises. Signs may only be posted on approved areas or equipment for such use and all signs and posters must relate to the event to be held on the Center's property. The hanging of pictures, banners, signs or any other items on interior or exterior walls, draperies or structure requires prior written approval by the Organizer.

23. Abandoned Equipment and Lost or Misplaced Articles: Any equipment or articles of the Licensee or exhibitors' remaining past the expiration of the license period may be considered abandoned and may be disposed of by the Organizer as deemed necessary and at the cost of the owner. The Organizer shall have the sole right to collect and have the custody of any articles left on the premises by Licensee's invitees and to provide for the disposition thereof. The Organizer shall assume no responsibility for losses suffered by the Licensee, its agents, contractors, employees, guests or invitees which are occasioned by theft or disappearance of equipment, articles or other personal property in and at the Center.

24. Organizer's Right of Entry: In permitting the use of the licensed area(s), the Organizer does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of such area. Duly authorized representatives of the Organizer, City of Portland and Center may enter the areas to be used and any other areas of the Center at any time and on any occasion without any restrictions. All facilities, including the area which is the subject of the Space Reservation Contract, shall at all times be under the charge and control of the Organizer.

25. Objectionable Uses or Persons: Any use of the Center which is not in the best interests of the Organizer, or is in violation of any laws of the United States, the State of Oregon, the County of Multnomah, or City of Portland shall be a violation of the Licensee and shall be grounds for immediate revocation of the License. Any person whose conduct is objectionable, disorderly or disruptive to the Center's use or in violation of any laws shall be refused entrance or shall be immediately ejected from the premises. Licensee assumes full responsibility for the acts and conduct of its employees, contractors, guests and invitees of the Show.

26. Residual Matters: Any matters not expressly covered by the license agreement or by applicable policy, rules and regulations adopted by the Organizer shall be determined by the Organizer at their discretion.

27. Solicitations: No collections or donations, whether for charity or otherwise, shall be made, attempted or announced on the premises without approval of the Organizer.

28. Failure to Vacate/Removal of Property: Upon the expiration or sooner termination of Space Reservation Contract thereof, Licensee or its designated representative, shall immediately remove all goods, wares, merchandise, property and debris owned by Licensee or which Licensee has placed or permitted to be placed on or at the Center. Any such property not so removed shall be considered abandoned and procedures relating to paragraph 23 above will be in force at the discretion of the General Manager.

29. Balloons: No lighter than air balloons shall be permitted in the facility without the express prior written approval of the Organizer.

30. Tire Black: While in the facilities, the use and/or application of tire black or any similarly silicone based product is strictly prohibited. *Alternate arrangements will be considered with final approval by the Center.*

31. Discharge of Waste: The discharge of waste, in the form of wastewater, into waters of the state is a Class 1 violation of Oregon Administrative Rule 340-45-0015 (1) (a). The washing of any equipment or items, including but not limited to recreational vehicles, boats, passenger vehicles, trucks, machinery or any such items on grounds of the Center is strictly prohibited except as provided below:

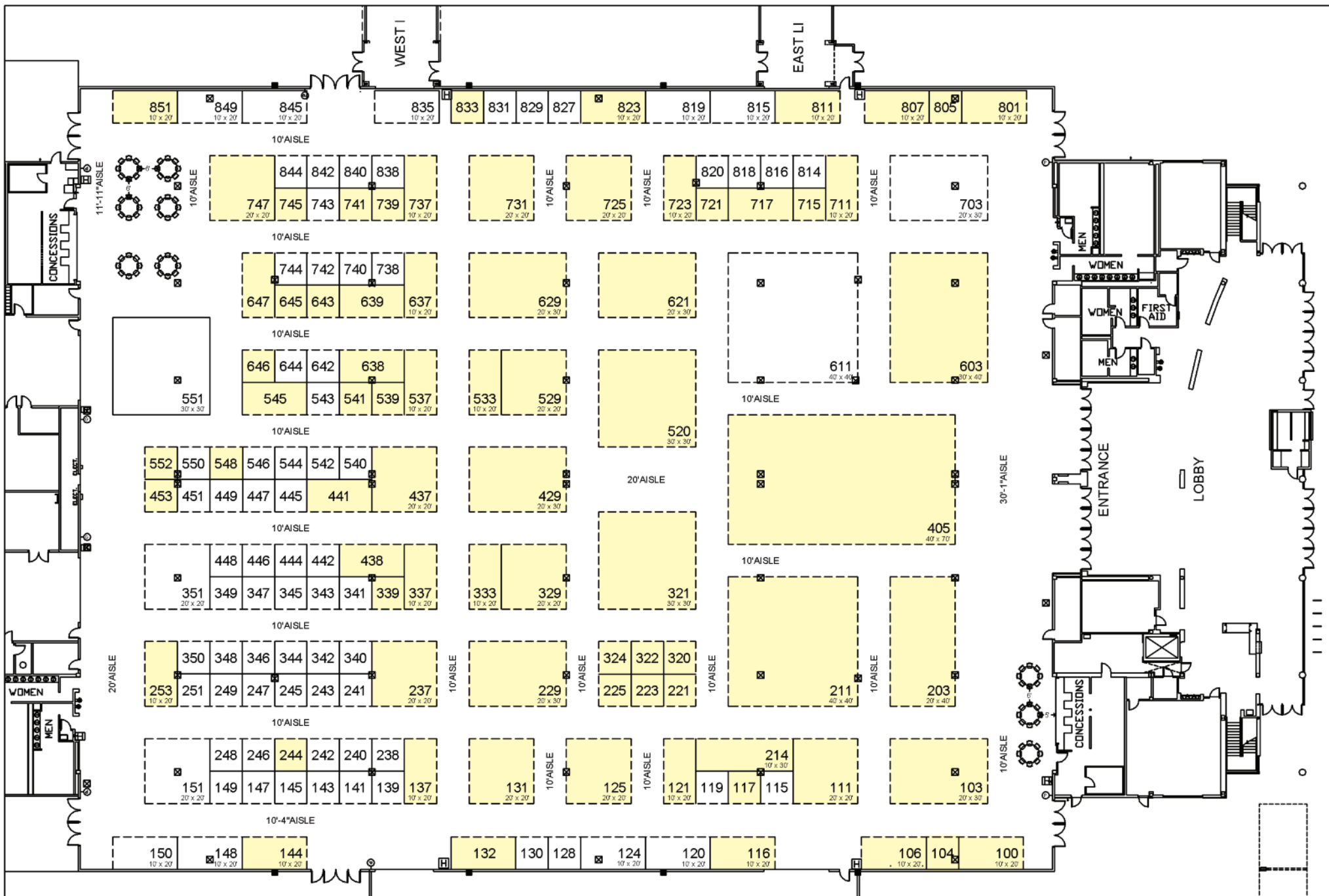
Center to provide designated wash bay on-site (Hall D Loading Dock) to accommodate any and all washing of any equipment used by Licensee's, its employees, agents, contractors, invitees, or guests.

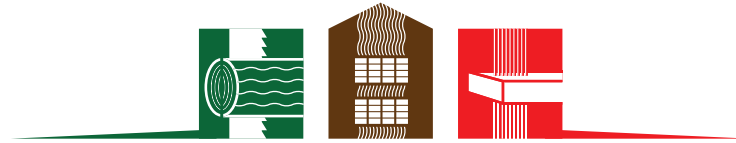
32. Transportation Demand Management Plan: Events anticipating 1,500 or more attendee vehicles per event day must comply with City of Portland Conditional Use document 99-00815 CU DZ AD that provides for the placement of a public transportation tagline in print media serving the Tri-County area. Contact the Expo Center Administrative Office for further information.

33. Additional Terms and Conditions: Organizer has sole control over attendance policies. Except as provided to the contrary in the Space Reservation Contract, Terms and Conditions, or Rules and Regulations, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with professionalism and normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of or terminate the contract, Organizer in its sole judgment and discretion may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to the contract must be in writing and signed by an authorized representative of Organizer. Exhibitor shall not assign this contract or any right or obligation hereunder. Exhibitor shall not sublet or license all or any portion of its exhibit space. By entering into this contract, you and your affiliates explicitly consent to receive email, fax, telephone and other communications from Organizer and its partners under 47 U.S.C., 227 and any other applicable regulations. The use of cameras and video cameras on the exhibit floor is strictly prohibited without the prior permission of Organizer.

34. Incorporation of Rules and Regulations: Any and all matters pertaining to the Show and not specifically covered by the terms and conditions of this contract or the rules and regulations shall be subject to determination by Organizer in its sole discretion. Organizer may adopt rules and regulations from time-to-time governing such matters and may amend or revoke them at any time, upon notice to Exhibitor. Any rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by Organizer as soon as these additional rules or regulations are communicated to Exhibitor. The agreement including, without limitation the Space Reservation Contract, Terms and Condition, Rules and Regulations, and any additional rules or regulations adopted by Organizer states the entire agreement of the parties with respect to the subject matter hereof.

35. Exhibitor Service Manual: Prior to the Event, Organizer will send an Exhibitor Service Manual to the "Primary Contact" listed on the front of this contract. The Exhibitor Service Manual will include information integral to participation at the Show, including but not limited to: rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules.





TIMBER PROCESSING AND ENERGY EXPO EXHIBITOR LIST

<u>Company</u>	<u>Booth#</u>	<u>Company</u>	<u>Booth#</u>	<u>Company</u>	<u>Booth#</u>
A&M Manufacturing	641	Industrial Power Systems.....	552	Peerless Saw Co.....	333
Acrowood Corp	223	JoeScan.....	329	Porter Engineering	111
Altec Integrated Solutions	741	John King USA Inc.....	116	Premiere Gear & Machine Works.....	144
Andritz Iggesund Tools.....	429	Keith Mfg. Co.....	801	Pro-Mac Manufacturing	639
Arch Wood Protection.....	548	Kimwood Corp.....	731	Purakal Cylinders.....	339
Arrow Speed Controls	717	L.G. Isaacson Co.....	214	Raptor Composite Staples & Nails.....	541
Autolog Inc.....	725	Lacey-Harmer Co.....	629	Rawlings Manufacturing	811
Baxley Equipment/Price LogPro.....	125	Lewis Controls, Inc.....	121	Redwood Plastics.....	721
Bruks Rockwood, Inc.	320	Linden Equipment.....	711	Samuel Strapping Coding.....	807
Comact.....	437	LMI Technologies	723	Samuel Strapping Systems	851
Con-Vey Keystone.....	137	Lucidyne Technologies	237	SCS Forest Products	441
Coon Techem.....	645	Mac Chain Co. Ltd.....	337	ScanMeg Inc.....	647
Cut Technologies.....	533	Maxi-Mill	637	Sering Sawmill Machinery	715
Daqota Systems.....	621	Metal Detectors, Inc.....	324	Simonds International	253
Delta Computer Systems.....	225	Metriguard.....	646	Taylor Machine Works	103
Diacon	833	Microtec	603	Telco Sensors	100
Dieffenbacher USA Inc.	106	MoCo Engineering.....	745	US Metal Works	453
Drying Technology	117	MPM Engineering.....	545	USNR.....	405
Dykman Electrical	823	MTS.....	739	Vollmer US.....	321
FMC Technologies.....	539	Nelson Bros. Engineering	537	Wagner Meters	221
Forest Products Equipment		Northwest Pump & Equipment	747	WaneShear Technologies	805
Gilbert Products.....	529	Novilco Inc.....	438	WEG Electric Corp.....	104
H-B Beer Garden.....	211	Oleson Saw	132	Wellons, Inc.	520
Halco Software Systems	322	Optimil Machinery Inc.....	203	Westmill.....	131
HewSaw	229	Paw-Taw-John Services	737	Wonderware PacWest	638

(CURRENT AS OF 05/14/2012)