

Terms & Conditions for Contract Renewal between the National Association of Manufacturers and National Manufacturing Week/Reed Exhibitions

Overview

- This Agreement shall be made between the National Association of Manufacturers ("NAM") and Reed Exhibitions ("RX"), and shall be in effect for a term of five years, beginning with the signing of this contract for National Manufacturing Week ("NMW") 2005 and concluding immediately upon NAM's receipt of its commission payment from Reed for NMW 2009, which is to be paid to NAM no later than 60 days from the conclusion of the show.
- The NAM's sponsorship shall cover the Trade Show known as National Manufacturing Week and each of its current and future "shows within the show," including but not limited to: National Design Engineering Show (NDES), National Plant Engineering & Facilities Management Show (NPEM), National Industrial Automation Show (NIA), National Enterprise IT (NEIT), and Technology Transfer Conference & Expo (TTCE), CleanTech (CT), EnviroTech (ET) and Aluminum USA, (AUSA), (collectively, the "Event")
- This renewal agreement shall supercede all previous agreements between the parties and represents the entire agreement between the parties and any other agreement, amendment, or alteration must be in writing and signed by both parties.

Duties of the NAM

- NAM shall be designated the primary sponsor of the Event, receiving the most prominent positioning among all sponsors. Promotion of the NAM brand and use of its mark shall be consistent with the 2004 show. This shall include, but not be limited to, integration of the NAM's name and logo on banners, signage, promotional material, advertising, mailings and other collateral. No other company or sponsor shall have sponsorship positioning equal to or greater than the NAM's throughout the Event.
- NAM shall advise and support RX in the planning, organization and promotion of the Event, specifically:
 - Provide RX, without charge, access to the NAM's membership mailing list exclusively to promote the Event, provided the standard NAM "Confidentiality of Use Agreement" is executed by RX.
 - Authorize RX to use its name and logo, and the names and likenesses of its president, chairman and staff, in promoting the Event, subject to prior approval of the NAM for each new use.
- Provision of Keynote speaker
 - NAM shall recruit and secure two "top name" keynote speakers for the Event each year. Keynoters shall be selected in consultation with RX.

- The date and time of each speaker's appearance, topic, length of speech, pre- and post- speech activities, and other relevant issues shall be agreed in consultation with RX.
- The keynoters shall be invited by the NAM by August 1, with attendance confirmed no later than September 1, whenever possible. The NAM shall promote attendance to the keynote sessions to its members via appropriate advertising and promotional activities. These activities shall include no fewer than four emails sent to the entire NAM membership. The contents and scheduling of these emails shall be determined in consultation with RX prior to distribution.
- All travel (air, lodging, ground transportation, etc.), meeting rooms, equipment and other expenses associated with the keynote speakers shall be borne by RX. Any fees must be agreed with RX prior to final selection of the keynoters.
- Marketing campaign to the NAM's membership
 - NAM shall promote attendance and exhibition sales at the Event to its membership. Such promotion shall be agreed in advance with RX, and shall include the following:
 - A minimum of 2 direct mail pieces to the entire NAM membership exclusively promoting attendance to the Event. A supporting letter from the NAM president shall be sent with the promotional materials. All costs associated with the mailings (including postage and promotional materials) shall be borne by RX.
 - The NAM Web site homepage shall display a hot headline rotating advertisement for the Event and/or promotional link to the Event Web site. The hot headline and link shall be visible to site visitors without having to scroll. The advertisements shall be in prominent rotation from July 1 through the actual show date each year of the term. Banners and other links to the Event Web site shall be displayed elsewhere within the NAM Web site at the NAM's discretion.
 - The NAM shall deploy a promotional campaign via email to its membership. This campaign shall comprise no fewer than two emails, the dates and contents of which shall be agreed in advance with RX. These emails shall exclusively promote NMW.

Duties of RX

- RX shall organize, promote and manage the Event, specifically:
 - Provide NAM, at no cost, with a full-page advertisement in the show directory in prominent positioning;
 - Provide the NAM, at no cost, with two exhibit booths equivalent to or greater than the square footage and location prominence of the booths the NAM was provided at the 2004 show;
 - Provide NAM, at no cost, with a private room (President's Club) to serve refreshments, provided that NAM pays for the costs of all refreshments.

- Provide NAM with a Show Office similar to the 2004 show;
- Provide NAM, at no cost, with round-trip airfare from Washington, DC, to Chicago for no less than two NAM officers; and,
- Provide NAM member exclusive exhibitor fee discounts as follows;
 - a) Ten (10) percent discount on space sales to all NAM member companies.
 - b) Fifteen (15) percent discount for first-time NAM-member exhibitors.

Compensation

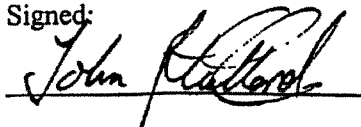
- Within 60 days of the event, RX shall pay the NAM as follows:
 - A minimum annual guarantee of \$200,000;
 - An additional \$50,000 if the NAM secures the President of the United States or a senior government official agreed with RX to be an acceptable alternative to the President as keynote speaker
 - A 6 percent commission on all incremental space sales, measured against a base year of NMW 2004;
 - An additional \$20,000 bonus for each increment of 10,000 net square feet of space sales in excess of the prior year's final total net square footage;
 - A 10 percent commission on all space sold to companies that did not exhibit during the previous year, provided that the NAM identifies these companies, directly solicits them to exhibit at NMW and either confirms the sale or refers them to RX for the close; and,
 - \$1 per additional attendee in excess of the prior year's final attendance.
 - The NAM reserves the right to audit booth exhibit sales records that relate to the NAM's exhibit sales efforts.

Termination Clause

- The NAM may terminate this Agreement in writing within 90 days of the completion of each year's Event if:
 - Total exhibit space sales increase less than 10 percent over the previous year's sales; and/or,
 - Event attendance increases less than 5 percent year-over-year
- The NAM's decision not to terminate based on the above criteria in any given year shall not affect its rights to terminate in any subsequent year.

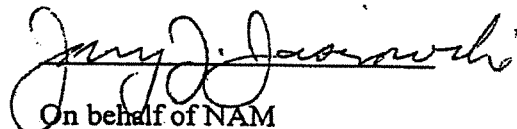
In addition, the NAM shall have the right to terminate this Agreement immediately should RX sell, or announce its intention to sell, NMW or any of the shows within the Event.

Signed:



On behalf of Reed Exhibitions

Date 14th June 2004



On behalf of NAM

Date 10 June 2004