



IDEAL PROMOTION INC
4212 WEST IRVING PARK
CHICAGO IL 60641

Your vendor number with us
91363

Please deliver to:
S991
4212 W. Irving Park Road
Chicago, IL 60641

PO number/date
100725766 / 02/10/2009
Buyer/Telephone
Stacey Zanck/414-931-2514
Our fax number
414-931-2324
Mail Invoice To:
MillerCoors LLC
Corporate Accounts Payable
PO Box 482
Milwaukee WI 53208-0482
Direct payment inquiries to Accounts Payable at
414-931-3513.

Delivery date: Day 02/11/2009

Del. terms: FOB Destination, Prepaid & Add
Payt. terms: Within 30 days Due net

Currency USD

Item	Material Order qty.	Description Unit	Price per unit	Taxable Net value
00001	75,300.00	Ad Programming Featuring Miller \$\$\$	1.00 / 1 \$\$\$	75,300.00 Exempt
2009 Monthly ad programming featuring Miller/Peroni/Tyskie & Lech to include P.O.S. and Merchandising Services. Multiple invoices will be applied toward this P.O. This is only an estimate and does not reflect actual costs.				
00002	4,500.00	Ad Programming featuring Peroni \$\$\$	1.00 / 1 \$\$\$	4,500.00 Exempt
00003	7,300.00	Ad Programming featuring Tyskie/Lech \$\$\$	1.00 / 1 \$\$\$	7,300.00 Exempt
Total net value excl. tax USD				87,100.00
Total tax				0.00

MillerCoors Standard Terms and Conditions are incorporated by this reference. MillerCoors expressly

Buyer: Stacey Zanck Signature: 

DATE: 2.11.09

These Terms and Conditions apply to any purchase order ("PO") relating to goods or services (individually "Goods" or "Services" and collectively "Goods/Services") between Supplier and Buyer.

1. **Parties.** "Buyer" means MillerCoors LLC, a Delaware limited liability company, and its parents, affiliates or subsidiaries purchasing goods or services under this PO. "Supplier" means the named supplier providing Goods/Services under this PO and its employees. Buyer and Supplier are individually a "Party" and collectively "Parties." Buyer acts as exclusive buying agent on behalf of certain subsidiaries for all purchases used in their normal business operations.
2. **General Instructions.** (a) Mail invoice to the address on the front of this PO. Supplier must confirm FLA compliance by stating on invoice: "These goods or services were provided or produced in compliance with the Fair Labor Standards Act of 1938 as amended." (b) Buyer's PO number must appear on all invoices, packaging, correspondence, packaging slips and shipping papers. (c) If Supplier is unable to fulfill the terms of this PO in any respect, Supplier must immediately notify Buyer in writing. (d) Time is of the essence with respect to Supplier's delivery and performance.
3. **Complete Agreement.** This PO includes all terms on the front or cover page and the description of the Goods/Services. The PO is the entire agreement between Buyer and Supplier and supersedes all other agreements and understandings regarding the Goods/Services. Buyer expressly limits acceptance to the terms of this PO and rejects the inclusion of any different terms proposed by Supplier. The terms of Supplier's forms or documents will be deemed a material alteration of this PO and are expressly excluded.
4. **Price.** Supplier will invoice the Goods/Services at the price shown on this PO or if no price is shown then at the lowest prevailing market price. Reimbursable third-party charges must be itemized and reflect Supplier's actual cost. All monetary amounts are expressed in U.S. dollars unless this PO specifies another currency. Supplier will not charge for boxing, packing, crating, energy, fuel or other charges. Supplier's prices include any customs duty.
5. **Payment Terms and Invoices.** Buyer will pay Supplier's invoices within the time periods specified on this PO or if no payment terms are specified Buyer will pay on or before the 45th day after Buyer receives the invoice. Buyer may withhold payment if Supplier's invoice is incorrect or does not conform to Buyer's invoicing instructions. Supplier must notify Buyer that a payment does not comply with this PO within 60 days after Supplier receives payment or the claim (including any interest) will be waived.
6. **Changes or Cancellation.** Buyer may change, suspend or cancel performance at any time by written notice. Supplier's expenses will be prorated based on performance to the date of change, suspension or cancellation.
7. **Taxes and Fees.** Supplier is responsible for payment of all taxes or fees associated with the manufacture, sale, processing or provision of the Goods/Services or any component of the Goods/Services except as required by law or otherwise agreed. Supplier must separately identify on invoices any taxes Buyer is obligated to pay. Prices will not include taxes for which Supplier or Buyer can obtain an exemption.
8. **Representations and Warranties.** Supplier represents and warrants:
 - a) Good title, free from defect (including liens, claims or encumbrances of any kind) to all Goods. This warranty will continue without limitation as to time. If a failure of this warranty occurs, Supplier will defend its sale of the Goods against every person and will indemnify and hold Buyer harmless from and against any losses, damages, expenses, liens and liabilities of every kind arising out of the failure.
 - b) If Supplier is furnishing or is responsible for the design for any machinery or equipment or process, the design will meet the performance requirements specified in this PO; Buyer's inspection, testing, approval or acceptance of any machinery, equipment, process or work will not relieve Supplier of its obligations under this PO.
 - c) All equipment and materials will be free from defects in materials and workmanship, will conform to applicable specifications, will be merchantable, and will be fit for the purpose for which they were made, advertised or intended. Supplier warrants that it is aware of the uses Buyer intends for the Goods and the Goods are sufficient for those intended uses. Supplier does not warrant Goods that have been subjected to misuse or abuse. Supplier warrants all equipment and materials for a period of 12 months from the date use commences, or 18 months from receipt, whichever occurs first. These warranties are in addition to all express or implied warranties provided by law. All warranties will survive acceptance and payment and will run to Buyer and its customers.
 - d) Services will be provided by individuals possessing the general skills, knowledge and experience required to perform the services, and will conform to the terms and standards described in this PO or, if standards are not described, to prevailing industry standards.
 - e) The Goods/Services comply with current OSHA, NIOSH, DOT, PMA, EPA and other federal, state, local or agency laws or regulations as applicable.
 - f) If Supplier will be on Buyer's premises, Supplier will (1) abide by Buyer's rules and regulations governing contractors and suppliers while on the premises; (2) take all necessary or divisible precautions to prevent injury to person or property during the progress of the PO; and (3) maintain the following ratings applicable to Supplier's specific industry: (A) Total Case Incident Rate and Lost Work Case Incident Rate, as defined under the Occupational Safety and Health Act ("OSHA"), that are at or below the industry average as defined by the Bureau of Labor Statistics; and (B) 1.0 or lower for its Experience Modification Rate. Supplier represents that Supplier has not been cited under OSHA for any serious, repeat, willful or criminal violation during the three years prior to the date of this PO. Supplier will notify Buyer in writing if Supplier no longer complies with this Section or is cited by OSHA for any serious, repeat, willful or criminal violation. Supplier will instruct its employees to contact Buyer's designated representative prior to commencing work regarding safety policies and procedures, potential hazards and hazardous materials in the work area. Supplier will comply with the terms and conditions of any safe work permit Buyer issues. Buyer will provide its form of safe work permit upon request.
 - g) Supplier will comply with Buyer's Business Conduct Policy as published from time to time (accessible at www.millerbrewing.com/BusinessConductPolicy).
 - h) Risk of Loss. Risk of loss of Goods will pass to Buyer upon delivery to Buyer's premises unless otherwise stated on front of this PO. Supplier will bear the risk of loss on rejected Goods after receiving Buyer's notice of rejection.
 - i) Packing and Shipping. Supplier will comply with Buyer's instructions for packing and shipping or, if Buyer does not provide instructions, with the best commercial practice for shipments adequate for safe arrival at the destination and storage against weather and transportation, for complying with carrier regulations and for securing lowest transportation costs. A packing list showing PO number, release number and an itemized description of contents must be included in each package. Supplier will deliver all drawings, technical data, instruction manuals and parts lists necessary or desirable to install, use, maintain, consume or dispose of the Goods/Services.
11. **Inspection and Rejection.**
 - a) All Goods will be subject to Buyer's inspection and approval at Buyer's premises within a reasonable time after delivery. Buyer may reject Goods/Services not in accordance with the PO or Supplier's warranties (expressed or implied).
 - b) Any Goods not in full compliance with this PO may at Buyer's option be (i) returned to Supplier at Supplier's expense for credit to Buyer at the full price plus all costs and expenses associated with the return; (ii) scrapped by Buyer, with Supplier's consent and at Supplier's expense, in which case Buyer will be relieved of any payment obligations with respect to the Goods, or (iii) reworked by Buyer or Supplier at Supplier's expense. If any Services are not in full compliance with this PO, Buyer is entitled to credit for the full price or to withhold payment in whole or in part as long as the Services are not in full compliance with this PO. The rights and remedies in this Section are not exclusive and do not limit the Parties' rights and remedies under this PO or at law.
 - c) Buyer will calculate damages to Goods and may deduct the amount from Supplier's invoice. If Buyer has paid the invoice, Supplier will promptly reimburse the amount of damages to Buyer.
 - d) Supplier will not sell, distribute or use any production overruns, second-quality Goods, rejected or returned Goods ("Rejected Goods"). The Parties must mutually agree in writing regarding the manner in which Supplier may dispose of Rejected Goods.
 - e) Buyer may have a representative in Supplier's facilities to inspect any material this PO covers at any reasonable time from the start of manufacturing until shipment of Goods.
12. **Termination.** Buyer may terminate this PO for any reason and at any time upon at least 5 calendar days written notice to Supplier, without penalty, liability or further obligation. If Buyer terminates because of Supplier's default, then in addition to remedies provided in this PO (i) Buyer will be entitled to all remedies provided by law, INCLUDING INCIDENTAL AND CONSEQUENTIAL DAMAGES; and (ii) Buyer may procure Goods/Services to replace those terminated upon terms and in a manner Buyer reasonably deems appropriate and Supplier will be liable for additional costs, if any, for the purchase of Goods/Services to cover the default. Payments to Supplier under this PO are the sole and exclusive remedy available to Supplier if Buyer terminates.
13. **Special Equipment.** If Supplier is required to use any jigs, dies, fixtures, tools, patterns, drawings, specifications or other special equipment or manufacturing aids in the manufacture of the Goods (collectively, "Tools"), Buyer will own the Tools. Supplier may not use the Tools for any customer other than Buyer.
14. **Intellectual Property.** Buyer will own all creative ideas, developments and inventions, including designs, drawings and calculations, which Supplier develops, invents or creates or causes to be developed (hereinafter, "IP") prior to or after the PO date specifically relating to the Goods/Services, their intended use or relating to Supplier's performance under this PO ("Buyer IP Rights"). Buyer IP Rights include all plans, drawings and specifications that Buyer provides. Buyer IP Rights will not include ownership of IP Rights owned by Supplier to the extent developed, invented or created in the course of performing ordinary services not specific to this PO or the Goods/Services ("Supplier IP Rights"). Any work of Supplier's authorship relating to the Goods/Services or parts of the Goods/Services is considered a "work made for hire." If the work is not considered "work made for hire," Supplier hereby irrevocably grants to Buyer a perpetual, non-exclusive, worldwide, royalty free and freely assignable license with the right to sublicense all copyrights, to the extent permissible by law including the right to reproduce, disseminate, publicize, translate and to use. Supplier will have no right or license in or to any Buyer IP Rights, except as Buyer expressly grants in writing. All Buyer IP Rights will be Buyer's sole property which Buyer may use, disclose, assign, license or otherwise exploit for any purpose without any additional fees, royalties or compensation to Supplier. Supplier will take timely actions as Buyer requests, at Buyer's expense, to protect, maintain and preserve Buyer IP Rights.
15. **Intellectual Property Indemnity.** Supplier will, at its expense, hold harmless, indemnify and defend Buyer against any and all claims or actions for the infringement of any patent, copyright, service mark, trademark or trade dress, for misappropriation or misuses of any trade secret(s) and for any other claims or actions arising from or relating to the Goods/Services prepared by or on behalf of Supplier under this PO or that Supplier provides to Buyer (collectively, "Action"). Supplier will indemnify Buyer against all damages, costs and expenses, including attorneys fees, arising from or relating to any Action. At Buyer's election in its sole discretion, Supplier will (1) defend Buyer against any Action using counsel reasonably acceptable to Buyer or (2) reimburse Buyer for all costs, expenses and legal fees Buyer incurs in connection with any Action. Supplier may not enter into a settlement or compromise of any Action without Buyer's prior written approval. Buyer will notify Supplier of an Action within a reasonable time after Buyer has received written notification of the Action. If Supplier fails, refuses or is unable to cure or resolve an Action within 45 days after receipt of Buyer's notice, Buyer may, in its sole discretion and at Supplier's expense, (1) procure the right to continue making, using, selling or otherwise exploiting any allegedly infringing, misappropriated or misused Goods/Services on terms acceptable to Buyer; (2) replace same with Goods/Services which are not alleged to be infringing, misappropriated or misused; (3) modify any allegedly infringing, misappropriated or misused Goods/Services to cure the infringement or improper use; or (4) have any allegedly infringing, misappropriated or misused Goods/Services removed from Buyer's premises. Upon receipt of a written request, Supplier will reimburse Buyer for all costs, expenses and fees that Buyer incurs to take the actions in this section.
16. **Compliance.** Supplier will indemnify, defend and hold Buyer harmless for any expenses, including attorneys fees and fines, resulting from Supplier's failure to comply with any laws or regulations applicable to Supplier or the Goods/Services.
17. **Governing Contractor Regulations.** Unless Supplier is otherwise exempt:
 - a) the clauses required to be incorporated into government contracts under 41 C.F.R. sections 60-1.4, 60-250.5(a), 60-741.5(a), 48 C.F.R. 22.810, 48 C.F.R. 22.1308, and 48 C.F.R. 22.1408 are incorporated into this PO by reference.
 - b) Supplier will comply with the requirements of Executive Order 11246, as amended, and applicable regulations, the requirements of Section 503 of the Rehabilitation Act of 1973 as amended, and applicable regulations, the requirements of Section 503 of the Vietnam Era Veterans' Readjustment Assistance Act of 1972, as amended, 38 U.S.C. § 4212, the reporting requirements set forth in 41 C.F.R. 60-250.5 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12112; and the requirements of 41 C.F.R. Chapter 60.
 - c) General Laws. With respect to this PO, Supplier will (i) comply with all applicable federal, state, local or agency laws, regulations, rules, ordinances or directives; (ii) comply with all federal and state laws and regulations (including California) pertaining to metals in or on glass and other packaging materials; and (iii) obtain all releases, licenses, permits or authorizations required by any governmental body or authority.
 - d) Diverse Suppliers. Buyer's policies require Supplier to use diverse suppliers whenever practicable, including contractors and subcontractors. If diverse suppliers are both qualified and competitive, a diverse supplier is a for-profit enterprise located in the United States or its trust territories, which is controlled, operated and 51 percent owned by a minority member or woman. Minority members are individuals who are African American, Hispanic American, Native American, Asian-Pacific American and Asian-Indian American. Supplier will report expenditures with diverse suppliers upon Buyer's request.
18. **Insurance and Liens.**
 - a) Supplier will maintain in amounts and coverage sufficient commercial general liability (including contractual liability), property damage, professional liability, errors and omissions, employer's liability and worker's compensation insurance to protect Buyer from claims, loss of damage resulting from an act or omission of Supplier, and from claims under worker's compensation laws or regulations. Supplier will provide a certificate of insurance naming Buyer as additional insured and loss payee upon Buyer's request.
 - b) Supplier will keep Buyer's real and personal property free of liens or encumbrances related to Supplier's work.
19. **Subcontractors.** If Supplier uses subcontractors for any part of the Goods/Services, Supplier is responsible and liable for all acts or omissions of the subcontractors. Supplier must obtain prior written authorization from Buyer to use subcontractors for any activity relating to the Goods/Services occurring on Buyer's premises. The terms and conditions of this PO are applicable to all subcontractors and Supplier is responsible for enforcement. Supplier will maintain a contractor management program to ensure that subcontractors comply with the safety requirements of this PO.
20. **Governing Law.** The Parties agree that each Party has all of the rights, duties and remedies available under the Uniform Commercial Code, if applicable, as adopted by the State of Colorado ("UCC"). In the event of a conflict between the UCC and this PO, this PO will prevail and govern. The laws of the state of Colorado will govern this PO. The Parties agree to bring any



IDEAL PROMOTIONS INC
4212 W IRVING PARK RD
CHICAGO IL 60641

Your vendor number with us
91363

Please deliver to:
S452
Ideal Promotions
4212 W. Irving Park Road
Chicago IL 60641

Del. terms: FOB Destination, Prepaid & Add
Payt. terms: Within 30 days Due net

Currency USD

Item	Material	Description	Price per unit	Taxable
Order qty.	Unit			Net value
00001		Ad Programming Featuring Leinies		Exempt
10,975.00	\$\$\$	1.00 / 1 \$\$\$	10,975.00	

2009 Monthly ad programming featuring Leinie's to include P.O.S. and Merchandising Services. Multiple invoices will be applied toward this P.O. This is only an estimate and does not reflect actual costs.

Total net value excl. tax USD
Total tax

10,975.00
0.00

NTX

MillerCoors Standard Terms and Conditions are incorporated by this reference. MillerCoors expressly limits acceptance to the terms of this offer.

Buyer: Stacey Zanck Signature: _____

DATE: 2/6/09

Purchase order
PO number/date
100725015 / 02/06/2009
Buyer/Telephone
Stacey Zanck/414-931-2514
Our fax number
414-931-2324
Mail Invoice To:
MillerCoors LLC
Corporate Operations Accounts Payable
PO Box 3103
Milwaukee WI 53208-3103
Direct payment inquiries to Accounts Payable at
414-931-3513.

Delivery date: Day 02/11/2009

litigation in District Court, Jefferson County, State of Colorado or the U.S. District Court for the District of Colorado, if appropriate, and each Party submits to the exclusive jurisdiction of these courts and waives the right to change venue. Supplier consents to the exercise of personal jurisdiction by any such court with respect to any proceeding.

20. **Assignment.** Supplier may not assign its rights (including monies due or to become due), subcontract or delegate its obligations under this PO without Buyer's written consent. Any attempt to do so will be null and void and Buyer will have the right to terminate this PO. If this PO is properly assigned, the terms will bind and benefit the Parties and their representatives, successors and assigns.

21. **Waiver.** Buyer's failure to insist upon strict performance of any terms or conditions, or exercise any rights, of this PO will not be construed as a waiver of that right or of Buyer's right to assert or rely upon the terms and conditions of this PO. Any express waiver of a term of this PO will not be binding and effective unless made in writing and properly executed by the waiving party.

22. **Advertising.** Supplier will not in any manner advertise or publish the fact that Buyer has placed this PO. Supplier is strictly prohibited from using Buyer's trademarks or trade-names.

23. **Status of Parties.** Supplier will represent itself only as an independent contractor unrelated to Buyer or its subsidiaries or affiliated companies. Nothing in this PO is intended to create a relationship, express or implied, of employer-employee, principal-agent or partnership between Buyer and Supplier. Supplier does not have and will not represent itself as having any authority to make contracts in the name or on behalf of Buyer or to otherwise bind Buyer. Buyer will have no direction or control over Supplier or the manner and method Supplier uses to perform the work in conformity with the terms of this PO.

24. **Defend.** Supplier agrees to defend any claims or actions that may be brought against Buyer arising out of or in connection with the acts or omissions of Supplier in connection with this PO. In fulfilling its defense obligations, Supplier may employ counsel of its choice; provided, Buyer may participate in the defense and engage counsel of its choice at Buyer's expense. Supplier will have the right to settle any matter when settlement is at Supplier's sole cost and expense and with Buyer's consent, which will not be unreasonably withheld. Supplier will reimburse Buyer for any costs Buyer incurs in enforcing Supplier's obligations of this paragraph.

25. **Confidentiality.** All information in any form which Buyer owns or discloses or which is disclosed or made available on behalf of Buyer to Supplier, including this PO ("Confidential Information"), is deemed to be confidential or proprietary. Except to the extent that Confidential Information is in or comes into the public domain through no fault of Supplier, Supplier warrants that Supplier will maintain Confidential Information in strict confidence, and will not disclose Confidential Information to any third party or use any Confidential Information for any purpose other than the performance of this PO (on a strict need to know basis) without Buyer's prior written consent. Upon Buyer's request, Supplier will cause its employees performing work under this PO to execute an agreement prohibiting disclosure of any Confidential Information.

26. **Notice.** Any notice, notification or other communication required under this PO must be in writing and delivered personally, by overnight delivery courier, by certified or registered mail, return receipt requested, or by e-mail with confirmation of receipt to the Buyer's contact person or the Supplier's contact person named on this PO. Notice will be deemed given when received.

27. **Amendments.** This PO may not be amended except in writing properly executed by both Parties.

28. **Acknowledgment of Order.** Supplier may accept this PO by signing and returning the PO, sending an acceptable confirmation writing by electronic means, without change; or by providing or performing the Goods/Services in whole or in part.

DIAGEO**PURCHASE ORDER**

Page : 1 of 5

Diageo North America, Inc
801 Main Avenue
Norwalk, CT 06851

Order No : 4900945081

Date : 11/12/2008

Delivery To : Diageo
801 Main Avenue
Norwalk CT 06851
UNITED STATES

IDEAL PROMOTIONS, INC.
4212 WEST IRVING PARK ROAD
CHICAGO IL 60601
UNITED STATES
Fax : 7736859187

Please send all invoices to the Shared Service Center:
Diageo North America Inc. Attn: Accounts Payables Dept.
PO Box 5360
Bridgeport, CT 06610

Delivery Date : 11/26/2008

Phone: 877-427-6968 Fax: 866-219-9305 Email: bud.qbsc.vendorhelpdesk@diageo.com
**To ensure your invoice is processed promptly, always quote our Purchase Order, Contract or Scheduling Agreement number and ensure your invoice quantity and prices match that of the order.

Incoterms :
Currency : USD

If you have any queries with this document, please
contact : Tijuana Brown 972-716-7714

Item Description	Quantity	Order Unit	Net Price	Per	Price Unit	Net Value
Mitch Cieslak Activity - Weekly Advertising and Holiday Flyers MKT - Central (KAM) Timing - Q2 (Sep-Jan) Program - Holiday						
00010	2,660.00	Each	1.00	1	Each	2,660.00
Weekly Advertising (Sep-Jan)						
Total Order Value Excluding Any Applicable Taxes: USD						2,660.00

Terms and Conditions

- This order is expressly conditioned on and subject to seller's acceptance of all Terms and Conditions on the face and reverse hereof, as such acceptance is described on the reverse. This order is subject to withdrawal or modification by purchaser at any time prior to seller's acceptance.

STATEMENT OF ENTIRE TERMS AND CONDITIONS OF THIS PURCHASE

1. ACCEPTANCE OF THIS ORDER

Diageo North America, Inc. ("Purchaser") hereby offers to purchase from the Seller specified in this order the goods and/or services specified in this order, subject to the terms and conditions contained herein, including any and all attachments or exhibits hereto. This offer will be deemed accepted by Seller (unless earlier withdrawn or modified by Purchaser) upon (a) Purchaser's receipt of written, telephonic or other telecommunication acknowledgment of this order from Seller, or (b) delivery of part of the goods specified in this order or the commencement of work hereunder. **ACCEPTANCE OF THIS OFFER BY SELLER IS LIMITED TO THE PROVISIONS OF THIS ORDER. NO ADDITIONAL OR DIFFERENT PROVISIONS IMPOSED BY SELLER WILL APPLY. TI PURCHASER DEEMS SUCH PROVISIONS TO BE A MATERIAL ALTERATION AND, AS SUCH, PURCHASER HEREBY OBJECTS TO AND REJECTS ANY SUCH ADDITIONAL OR DIFFERENT PROVISIONS PROPOSED BY SELLER.** Purchaser recognizes that Seller may for convenience use Seller's own acknowledgement form. It is therefore agreed that any printed terms and conditions on any such form which modify, conflict with, or contradict any provisions of this order shall be deemed waived. If Seller intends not to waive any such printed terms and conditions, Seller's acknowledgement form shall bear on the face thereof, in letters at least one-half inch high, the words "This is a Counter Offer." Negotiations for mutually acceptable terms and conditions shall then be entered into.

2. INSPECTION, ACCEPTANCE OF GOODS

Goods, including materials, articles or services of any nature, delivered and/or provided hereunder (collectively, "Goods"), whether paid for or not, pursuant to this order are subject to inspection, testing, and approval by Purchaser before acceptance. In no event shall Purchaser be deemed to have accepted any Goods delivered pursuant to this order unless and until (i) it has completed all such inspections and testing of the Goods as it deems appropriate, or (ii) the delay (if any) in the completion of Purchaser's inspection and testing of the goods has resulted in a material deterioration of the condition of the Goods.

3. NONCONFORMING GOODS

All Goods not fully conforming to the terms of this order, including any specifications, drawings and/or data submitted to Seller, or shipped contrary to instructions, or in excess of the quantities herein provided, or substituted for Goods described, or not shipped in containers conforming to Purchaser's specifications (or in the absence of such specifications, in recognized standard containers), or violating any statute, ordinance, or administrative order, rule, or regulation, may be rejected by Purchaser and returned or held at Seller's expense and risk. Purchaser may charge to Seller all expenses of inspecting, unpacking, examining, repacking, storing, and reshipping any goods rejected as aforesaid. The remedies hereinabove afforded Purchaser shall not be exclusive, and Purchaser may hold Seller liable for any and all damages arising from any breach or default hereinabove set forth.

4. AMENDMENTS

No agreement or understanding the effect of which would modify the terms or conditions of this order shall be binding upon the Purchaser unless such agreement or understanding is contained in writing signed by Purchaser. However, the terms of this order shall supersede conflicting terms of any contract or agreement executed between Purchaser and Seller which is directly related to the subject matter specified on the reverse side hereof unless there is an express reference to each specific term of this agreement to

be modified or deleted. All specifications, drawings and data submitted to Seller by Purchaser in connection with this order are incorporated herein and by this reference made a part of hereof and in the event of any ambiguity or conflict between said specifications, drawings or data and the terms and conditions hereof, this order shall be controlling.

5. **TERMS OF PAYMENT** are as specified in this order. Payment for the Goods shall not constitute an acceptance by the Purchaser. All Goods shall be received subject to Purchaser's inspection and rejection, as provided in Section 2 above. Drafts on Purchaser will not be honored nor C.O.D. shipments accepted except by prior written agreement.

6. EXTRAS

Unless authorized in writing by a Purchase Order Supplement, no extras will be allowed over the price shown on this order. No extras will be allowed for packing, reels, boxes, crating cartage or storage unless so specified on this order.

7. TRANSPORTATION CHARGES

Freight or express charges must be prepaid by the Seller when price is F.O.B. destination. Seller must pay transportation charges to and from destination on rejected Goods.

8. ASSIGNMENT

Neither this order nor any interest nor claim thereunder shall be assigned, subcontracted or transferred by the Seller without Purchaser's prior written approval.

9. PATENT AND TRADEMARK WARRANTY AND INDEMNITY

Seller warrants that the use, consumption or sale of the Goods does not and will not infringe any patent, trademark, copyright or other intellectual property right of any third party. Seller agrees, at its own expense, to defend any suit, or actions against Purchaser, its employees, officers, directors, affiliates and agents (collectively, "Related Parties"), or against those selling or using the Goods covered by this order, for alleged infringement of invention or trademark or other intellectual property rights arising from the sale or use of said Goods, and to indemnify and save Purchaser and "Related Parties" harmless from any loss, liability, cost and expenses paid or incurred by Purchaser or its Related Parties in connection with any such suit or action, whether against Purchaser, its Related Parties or those selling or using the Goods covered by this order.

10. CANCELLATION

The Purchaser shall have the right to cancel this order at any time upon written notice to the Seller without cost to the Purchaser (a) if a petition is filed by or against Seller under the bankruptcy laws of the United States, or Seller becomes insolvent or makes a general assignment for the benefit of its creditors, or if Seller fails to meet its current obligations as they fall due or if a receiver is appointed for any of the property of Seller, or (b) if Seller fails to comply with any substantial provision of this order. Time is of the essence.

11. CONFIDENTIAL INFORMATION

Seller agrees not to disclose to any person outside of its employ, and/or not authorized by the Purchaser to receive it, or otherwise use for any other purpose, any information pertaining to Purchaser's affairs, and upon termination of this order will return to the Purchaser upon request all documents, materials, drawings, blueprints, descriptions or other papers (including electronic formats) which embody such confidential information.

12. COMPLIANCE WITH LAWS

In accepting this order, Seller expressly represents and warrants that it has complied with (and will continue to comply with during the performance of this order) all applicable provisions of federal, state and local law, all applicable federal, state and local regulations and orders, and all applicable codes of practice (including, without limitation, the Diageo Code of Business Conduct and the Diageo Marketing Codes, which Seller acknowledges having received from Purchaser). Seller will deliver such documents and take such other actions as Purchaser may reasonably request from time to time to evidence Seller's compliance with this Section 12 and Section 20.

13. WARRANTY

Seller warrants the Goods furnished hereunder (a) to be free from defects in title, labor, material or fabrication, (b) to conform to applicable specifications, drawings, samples or other descriptions given, (c) to be suitable for the purpose intended, (d) to be of merchantable quality, and further warrants that Goods of Seller's design will be free from defects in design. These warranties shall run to Purchaser, its successors, assigns, customers and the users of its products. The Seller agrees to replace, install or correct promptly without expense to the Purchaser, any Goods not conforming to the foregoing requirement, when notified by the Purchaser. In the event of failure of the Seller to correct or replace Goods as required herein, Purchaser may correct, install or replace such Goods and charge the Seller the cost thereof. Acceptance or use of the Goods furnished hereunder shall not affect Seller's obligation under this Warranty. Seller may not limit its warranty in any way.

14. CONTINUING GUARANTY UNDER SECTION 303(e)(2) OF THE FEDERAL FOOD, DRUG AND COSMETIC ACT

If the Goods furnished hereunder are a food, drug, cosmetic or device (as such terms are defined in the Federal Food, Drug and Cosmetic Act), such Goods comprising each shipment or other delivery made hereunder by Seller to, or on the order, of the Purchaser are hereby guaranteed as of the date such shipment or delivery, to be, on such date, not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, and not an article which may not, under the provisions of Section 404 or 505 of such Act, be introduced into interstate commerce.

15. TITLE AND RISK OF LOSS

Unless otherwise specified in writing, title to the Goods hereunder shall pass to the Purchaser at the F.O.B. destination point set forth herein. Risk of loss is to be borne by Seller until conforming Goods are tendered to the Purchaser at the F.O.B. point of destination.

16. GOVERNING LAW

This contract shall be governed in accordance with the law of the State of Connecticut except for items purchased hereunder destined for use or delivery to Purchaser's California facilities. In such instance this agreement shall be subject to construction under the Laws of the State of California. The enumeration herein of certain rights does not exclude others which may be given by law.

17. LIABILITY

If work (as distinguished from goods or materials) is covered by this order, then it is understood and agreed that this is not a contract of employment, but insofar as the performance of the work ordered is concerned, Seller is an independent contractor. Seller shall be responsible for, and indemnify and save harmless Purchaser and its Related Parties from any and all liability to any person or property, in connection with the work to be performed hereunder or incidental in any way thereto.

18. INSURANCE

Seller shall carry insurance protection sufficient to meet any liabilities which may be incurred for the work or Goods delivered hereunder. Without limiting the foregoing: The Seller shall maintain Worker's Compensation, General Liability, Automobile Liability and Property Damage Insurance as hereinafter set forth, and such other insurance as will furnish reasonable protection against claims which may arise from operations related hereto whether such operations be by the Seller or others whose services are engaged by the Seller or anyone directly or indirectly employed by them. Certificates of such insurance shall be filed with the Purchaser and shall be subject to the approval of the Purchaser. At Purchaser's option, it shall be named as an additional insured. Provision shall be made for ten (10) days' advance written notice by mail to the Purchaser of changes in or cancellation of any such insurance. The minimum requirements for insurance under this Purchaser Order follow:

Property Insurance for goods shipped to Purchaser on a replacement cost basis. Purchaser shall not be responsible for any deductible.

Worker's Compensation Insurance - This coverage will be as required by the State in which the work is to be performed. The coverage shall include Employers' Liability protection for a limit of not less than \$1,000,000.

General Liability Insurance - This insurance will be required with limits of \$1,000,000 bodily injury liability and for property damage liability on a comprehensive policy form, including products, completed operations and contractual liability, naming Purchaser as an additional insured.

Automobile Public Liability and Property Damage Insurance - This insurance with limits of \$1,000,000 for bodily injury liability and property damage liability on a comprehensive policy form naming Purchaser as additional insured covering all owned, non-owned and hired automobiles which will be used in connection with the work to be performed hereunder.

Upon request, the Seller will furnish the Purchaser with three copies of any accident reports sent to the Seller's insurance carriers covering accidents occurring as a result of the performance of work or delivery of Goods under this contract.

19. INDEMNITY AGREEMENT

Notwithstanding the insurance requirements set forth above, Seller assumes the entire responsibility and liability for and agrees to hold Purchaser and its Related Parties harmless from any and all damage, injuries, losses, suits, liabilities, expenses (including reasonable attorney's fees and expenses) (collectively, "Damages") of any kind or nature whatsoever (including death resulting therefrom) to all persons whether employees of Seller or otherwise, and to all property (including loss of use thereof) caused by, resulting from, arising out of or occurring in connection with the sale or delivery of the Goods or the execution of its work hereunder, excepting only such Damages which may be attributable to the sole negligence of Purchaser or its employees. If any person or entity shall make a claim for any Damages (including death resulting therefrom) Seller agrees to indemnify, defend and save harmless Purchaser and its Related Parties from and against such claim and all Damages sustained as a result of any such claim. Further, Seller agrees to assume, on behalf of Purchaser, the defense through counsel if requested by Purchaser, of any action at law or equity which may be brought against Purchaser, upon such claim and to pay on behalf of Purchaser and upon Purchaser's demand the amount of any judgment which may be entered against Purchaser in any such action. The obligation under this paragraph shall be continuing and shall not be diminished by any approval or acceptance of or payment for work by Purchaser.

Seller further covenants and agrees to impose on its subcontractors all of the agreements relating to insurance and this indemnity agreement as set forth.

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Seller agrees to take such safety protective measures and precautions as are required by law, ordinances, industrial code, applicable municipal, state and federal safety regulations, and to cooperate fully with Purchaser, and any insurance carrier to comply with their recommendations so that the work will be completed and the Goods will be produced and delivered with the greatest degree of safety.

21. EQUAL OPPORTUNITY

(a) Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. Seller will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of their non-discrimination clause.

(b) Seller will, in all solicitations or advertisements for employees placed by or on behalf of the Seller state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) Seller will send each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Purchaser, advising the labor union or workers' representative of the Seller's commitments under section 202 of the Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Seller will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor, particularly sections 60-1.7, 60-1.8, 60-1.40, thereof.

(e) Seller will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Purchaser and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the Seller's noncompliance with nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part by Purchaser and the Seller may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(g) Seller will include provisions of Paragraph 21(a) through (g) in every sub-contract or purchase order it may issue unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each of its subcontractors or vendors. Seller will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such

provisions including sanctions for noncompliance. Provided, however, that in the event Seller becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, Seller may request (through the Purchaser) the United States to enter into such litigation to protect the interests of the United States.

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(b) Seller agrees that, if a handicapped individual files a complaint with the Seller that he is not complying with requirements of the Act he will (1) investigate the complaint and take appropriate action consistent with the requirements of 29 CFR 1641 and (2) maintain on file for three years, the record regarding the complaint and the actions taken.

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24. NOTICE OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES

The Seller agrees to comply with the provisions of 29 CFR PAR 470.

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Seller hereby certifies that all Goods furnished hereunder shall be in compliance with all "heavy metal" packaging regulations and laws, whether Federal or State.

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Pre-production samples and/or proofs are required in reasonable amounts unless otherwise specified on the face of this order. Whenever such samples or proofs are required, no finished items are to be produced until Seller receives written approval of the pre-production samples or proofs signed in the same manner as this order.

27. WORKS

In the event that Seller is required to produce for Purchaser inventions, original works of authorship or Goods using Purchaser's trademarks, tradenames, logos or other proprietary information or trade secrets, Seller agrees that all such inventions, works, and Goods (collectively, the "Works") which are, in whole or in part, conceived or made by Seller pursuant to this order shall be deemed "works made for hire" and shall belong exclusively to

Purchaser. Seller hereby irrevocably assigns and transfers to Purchaser all right, title and interest, of every kind and character, which Seller has in the Works and agrees to take all actions that Purchaser may reasonably request in order to vest in Purchaser such title to the Works. This shall survive any expiration or termination of any order terms and conditions.

DIAGEO**PURCHASE ORDER**

Page : 1 of 5

Diageo North America, Inc
801 Main Avenue
Norwalk, CT 06851

Order No : 4900945081

Date : 11/12/2008

Delivery To : Diageo
801 Main Avenue
Norwalk CT 06851
UNITED STATES

IDEAL PROMOTIONS, INC.
4212 WEST IRVING PARK ROAD
CHICAGO IL 60601
UNITED STATES
Fax : 7736859187

Please send all Invoices to the Shared Service Center:
Diageo North America Inc. Attn: Accounts Payables Dept.

Delivery Date : 11/26/2008

PO Box 5360

Bridgeport, CT 06610

Phone: 877-427-6968

Fax: 866-219-9305

Email: bud.dbsc.vendorhelpdesk@diageo.com

To ensure your invoice is processed promptly, always quote our Purchase Order, Contract or Scheduling Agreement number and ensure your invoice quantity and prices match that of the order.

Incoterms :
Currency : USD

If you have any queries with this document, please
contact : Tijuana Brown 972-716-7714

Item Description	Quantity	Order Unit	Net Price	Per	Price Unit	Net Value
Mitch Cieslak Activity - Weekly Advertising and Holiday Flyers MKT - Central (KAM) Timing - Q2 (Sep-Jan) Program - Holiday						
00010	2,660.00	Each	1.00	1	Each	2,660.00
Weekly Advertising (Sep-Jan)						
Total Order Value Excluding Any Applicable Taxes: USD						2,660.00

Terms and Conditions

- This order is expressly conditioned on and subject to seller's acceptance of all Terms and Conditions on the face and reverse hereof, as such acceptance is described on the reverse. This order is subject to withdrawal or modification by purchaser at any time prior to seller's acceptance.

STATEMENT OF ENTIRE TERMS AND CONDITIONS OF THIS PURCHASE

1. ACCEPTANCE OF THIS ORDER

Diageo North America, Inc. ("Purchaser") hereby offers to purchase from the Seller specified in this order the goods and/or services specified in this order, subject to the terms and conditions contained herein, including any and all attachments or exhibits hereto. This offer will be deemed accepted by Seller (unless earlier withdrawn or modified by Purchaser) upon (a) Purchaser's receipt of written, telephonic or other telecommunication acknowledgement of this order from Seller, or (b) delivery of part of the goods specified in this order or the commencement of work hereunder. ACCEPTANCE OF THIS OFFER BY SELLER IS LIMITED TO THE PROVISIONS OF THIS ORDER. NO ADDITIONAL OR DIFFERENT PROVISIONS IMPOSED BY SELLER WILL APPLY. TI PURCHASER DEEMS SUCH PROVISIONS TO BE A MATERIAL ALTERATION AND, AS SUCH, PURCHASER HEREBY OBJECTS TO AND REJECTS ANY SUCH ADDITIONAL OR DIFFERENT PROVISIONS PROPOSED BY SELLER. Purchaser recognizes that Seller may for convenience use Seller's own acknowledgement form. It is therefore agreed that any printed terms and conditions on any such form which modify, conflict with, or contradict any provisions of this order shall be deemed waived. If Seller intends not to waive any such printed terms and conditions, Seller's acknowledgement form shall bear on the face thereof, in letters at least one-half inch high, the words "This is a Counter Offer." Negotiations for mutually acceptable terms and conditions shall then be entered into.

2. INSPECTION, ACCEPTANCE OF GOODS

Goods, including materials, articles or services of any nature, delivered and/or provided hereunder (collectively, "Goods"), whether paid for or not, pursuant to this order are subject to inspection, testing, and approval by Purchaser before acceptance. In no event shall Purchaser be deemed to have accepted any Goods delivered pursuant to this order unless and until (i) it has completed all such inspections and testing of the Goods as it deems appropriate, or (ii) the delay (if any) in the completion of Purchaser's inspection and testing of the goods has resulted in a material deterioration of the condition of the Goods.

3. NONCONFORMING GOODS

All Goods not fully confirming to the terms of this order, including any specifications, drawings and/or data submitted to Seller, or shipped contrary to instructions, or in excess of the quantities herein provided, or substituted for Goods described, or not shipped in containers conforming to Purchaser's specifications (or in the absence of such specifications, in recognized standard containers), or violating any statute, ordinance, or administrative order, rule, or regulation, may be rejected by Purchaser and returned or held at Seller's expense and risk. Purchaser may charge to Seller all expenses of inspecting, unpacking, examining, repacking, storing, and reshipping any goods rejected as aforesaid. The remedies hereinabove afforded Purchaser shall not be exclusive, and Purchaser may hold Seller liable for any and all damages arising from any breach or default hereinabove set forth.

4. AMENDMENTS

No agreement or understanding the effect of which would modify the terms or conditions of this order shall be binding upon the Purchaser unless such agreement or understanding is contained in writing signed by Purchaser. However, the terms of this order shall supercede conflicting terms of any contract or agreement executed between Purchaser and Seller which is directly related to the subject matter specified on the reverse side hereof unless there is an express reference to each specific term of this agreement to

be modified or deleted. All specifications, drawings and data submitted to Seller by Purchaser in connection with this order are incorporated herein and by this reference made a part of hereof and in the event of any ambiguity or conflict between said specifications, drawings or data and the terms and conditions hereof, this order shall be controlling.

5. TERMS OF PAYMENT are as specified in this order. Payment for the Goods shall not constitute an acceptance by the Purchaser. All Goods shall be received subject to Purchaser's inspection and rejection, as provided in Section 2 above. Drafts on Purchaser will not be honored nor C.O.D. shipments accepted except by prior written agreement.

6. EXTRAS

Unless authorized in writing by a Purchase Order Supplement, no extras will be allowed over the price shown on this order. No extras will be allowed for packing, reels, boxes, crating cartage or storage unless so specified on this order.

7. TRANSPORTATION CHARGES

Freight or express charges must be prepaid by the Seller when price is F.O.B. destination. Seller must pay transportation charges to and from destination on rejected Goods.

8. ASSIGNMENT

Neither this order nor any interest nor claim thereunder shall be assigned, subcontracted or transferred by the Seller without Purchaser's prior written approval.

9. PATENT AND TRADEMARK WARRANTY AND INDEMNITY

Seller warrants that the use, consumption or sale of the Goods does not and will not infringe any patent, trademark, copyright or other intellectual property right of any third party. Seller agrees, at its own expense, to defend any suit, or actions against Purchaser, its employees, officers, directors, affiliates and agents (collectively, "Related Parties"), or against those selling or using the Goods covered by this order, for alleged infringement of invention or trademark or other intellectual property rights arising from the sale or use of said Goods, and to indemnify and save Purchaser and "Related Parties" harmless from any loss, liability, cost and expenses paid or incurred by Purchaser or its Related Parties in connection with any such suit or action, whether against Purchaser, its Related Parties or those selling or using the Goods covered by this order.

10. CANCELLATION

The Purchaser shall have the right to cancel this order at any time upon written notice to the Seller without cost to the Purchaser (a) if a petition is filed by or against Seller under the bankruptcy laws of the United States, or Seller becomes insolvent or makes a general assignment for the benefit of its creditors, or if Seller fails to meet its current obligations as they fall due or if a receiver is appointed for any of the property of Seller, or (b) if Seller fails to comply with any substantial provision of this order. Time is of the essence.

11. CONFIDENTIAL INFORMATION

Seller agrees not to disclose to any person outside of its employ, and/or not authorized by the Purchaser to receive it, or otherwise use for any other purpose, any information pertaining to Purchaser's affairs, and upon termination of this order will return to the Purchaser upon request all documents, materials, drawings, blueprints, descriptions or other papers (including electronic formats) which embody such confidential information.

12. COMPLIANCE WITH LAWS

In accepting this order, Seller expressly represents and warrants that it has complied with (and will continue to comply with during the performance of this order) all applicable provisions of federal, state and local law, all applicable federal, state and local regulations and orders, and all applicable codes of practice (including, without limitation, the Diageo Code of Business Conduct and the Diageo Marketing Codes, which Seller acknowledges having received from Purchaser). Seller will deliver such documents and take such other actions as Purchaser may reasonably request from time to time to evidence Seller's compliance with this Section 12 and Section 20.

13. WARRANTY

Seller warrants the Goods furnished hereunder (a) to be free from defects in title, labor, material or fabrication, (b) to conform to applicable specifications, drawings, samples or other descriptions given, (c) to be suitable for the purpose intended, (d) to be of merchantable quality, and further warrants that Goods of Seller's design will be free from defects in design. These warranties shall run to Purchaser, its successors, assigns, customers and the users of its products. The Seller agrees to replace, install or correct promptly without expense to the Purchaser, any Goods not conforming to the foregoing requirement, when notified by the Purchaser. In the event of failure of the Seller to correct or replace Goods as required herein, Purchaser may correct, install or replace such Goods and charge the Seller the cost thereof. Acceptance or use of the Goods furnished hereunder shall not affect Seller's obligation under this Warranty. Seller may not limit its warranty in any way.

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Purchaser. Seller hereby irrevocably assigns and transfers to Purchaser all right, title and interest, of every kind and character, which Seller has in the Works and agrees to take all actions that Purchaser may reasonably request in order to vest in Purchaser such title to the Works. This shall survive any expiration or termination of any order terms and conditions.

DIAGEO**PURCHASE ORDER**

Page : 1 of 5

Diageo North America, Inc
801 Main Avenue
Norwalk, CT 06851

Order No : 4900895236

Date : 09/11/2008

Delivery To : Diageo
801 Main Avenue
Norwalk CT 06851
UNITED STATES

IDEAL PROMOTIONS, INC.
4212 WEST IRVING PARK ROAD
CHICAGO IL 60601
UNITED STATES
Fax : 7736859187

Please send all invoices to the Shared Service Center:
Diageo North America Inc. Attn: Accounts Payables Dept.

Delivery Date : 09/25/2008

PO Box 5360

Bridgeport, CT 06610

Phone: 877-427-6968

Fax: 866-219-9305

Email: bud.dbsc.vendorhelpdesk@diageo.com

**To ensure your invoice is processed promptly, always quote our Purchase Order, Contract or Scheduling Agreement number and ensure your invoice quantity and prices match that of the order.

Incoterms :
Currency : USD

If you have any queries with this document, please
contact : Tijuana Brown 972-716-7714

Item Description	Quantity	Order Unit	Net Price	Per	Price Unit	Net Value
Mitch Cieslak Activity - Production and Advertising of Shelf Talkers MKT - Chicago (KAM) Timing - Q1 Program - PAB Summer						
00010	1.00	Each	402.00	1	Each	402.00
Shelf Talkers - SI 12pk for July Ads						
00020	1.00	Each	402.00	1	Each	402.00
Shelf Talkers - RS 6pk for July Ads						
00030	1.00	Each	432.00	1	Each	432.00
Shelf Talkers - SI/TB 6pk for August Ads						
00040	1.00	Each	402.00	1	Each	402.00
Shelf Talkers - SI 12pk for August Ads						
Total Order Value Excluding Any Applicable Taxes: USD						1,638.00

Terms and Conditions

- This order is expressly conditioned on and subject to seller's acceptance of all Terms and Conditions on the face and reverse hereof, as such acceptance is described on the reverse. This order is subject to withdrawal or modification by purchaser at any time prior to seller's acceptance.

STATEMENT OF ENTIRE TERMS AND CONDITIONS OF THIS PURCHASE

1. ACCEPTANCE OF THIS ORDER

Diageo North America, Inc. ("Purchaser") hereby offers to purchase from the Seller specified in this order the goods and/or services specified in this order, subject to the terms and conditions contained herein, including any and all attachments or exhibits hereto. This offer will be deemed accepted by Seller (unless earlier withdrawn or modified by Purchaser) upon (a) Purchaser's receipt of written, telephonic or other telecommunication acknowledgement of this order from Seller, or (b) delivery of part of the goods specified in this order or the commencement of work hereunder. ACCEPTANCE OF THIS OFFER BY SELLER IS LIMITED TO THE PROVISIONS OF THIS ORDER. NO ADDITIONAL OR DIFFERENT PROVISIONS IMPOSED BY SELLER WILL APPLY. TI PURCHASER DEEMS SUCH PROVISIONS TO BE A MATERIAL ALTERATION AND, AS SUCH, PURCHASER HEREBY OBJECTS TO AND REJECTS ANY SUCH ADDITIONAL OR DIFFERENT PROVISIONS PROPOSED BY SELLER. Purchaser recognizes that Seller may for convenience use Seller's own acknowledgement form. It is therefore agreed that any printed terms and conditions on any such form which modify, conflict with, or contradict any provisions of this order shall be deemed waived. If Seller intends not to waive any such printed terms and conditions, Seller's acknowledgement form shall bear on the face thereof, in letters at least one-half inch high, the words "This is a Counter Offer." Negotiations for mutually acceptable terms and conditions shall then be entered into.

2. INSPECTION, ACCEPTANCE OF GOODS

Goods, including materials, articles or services of any nature, delivered and/or provided hereunder (collectively, "Goods"), whether paid for or not, pursuant to this order are subject to inspection, testing, and approval by Purchaser before acceptance. In no event shall Purchaser be deemed to have accepted any Goods delivered pursuant to this order unless and until (i) it has completed all such inspections and testing of the Goods as it deems appropriate, or (ii) the delay (if any) in the completion of Purchaser's inspection and testing of the goods has resulted in a material deterioration of the condition of the Goods.

3. NONCONFORMING GOODS

All Goods not fully conforming to the terms of this order, including any specifications, drawings and/or data submitted to Seller, or shipped contrary to instructions, or in excess of the quantities herein provided, or substituted for Goods described, or not shipped in containers conforming to Purchaser's specifications (or in the absence of such specifications, in recognized standard containers), or violating any statute, ordinance, or administrative order, rule, or regulation, may be rejected by Purchaser and returned or held at Seller's expense and risk. Purchaser may charge to Seller all expenses of inspecting, unpacking, examining, repacking, storing, and reshipping any goods rejected as aforesaid. The remedies hereinabove afforded Purchaser shall not be exclusive, and Purchaser may hold Seller liable for any and all damages arising from any breach or default hereinabove set forth.

4. AMENDMENTS

No agreement or understanding the effect of which would modify the terms or conditions of this order shall be binding upon the Purchaser unless such agreement or understanding is contained in writing signed by Purchaser. However, the terms of this order shall supercede conflicting terms of any contract or agreement executed between Purchaser and Seller which is directly related to the subject matter specified on the reverse side hereof unless there is an express reference to each specific term of this agreement to

be modified or deleted. All specifications, drawings and data submitted to Seller by Purchaser in connection with this order are incorporated herein and by this reference made a part of hereof and in the event of any ambiguity or conflict between said specifications, drawings or data and the terms and conditions hereof, this order shall be controlling.

5. TERMS OF PAYMENT are as specified in this order. Payment for the Goods shall not constitute an acceptance by the Purchaser. All Goods shall be received subject to Purchaser's inspection and rejection, as provided in Section 2 above. Drafts on Purchaser will not be honored nor C.O.D. shipments accepted except by prior written agreement.

6. EXTRAS

Unless authorized in writing by a Purchase Order Supplement, no extras will be allowed over the price shown on this order. No extras will be allowed for packing, reels, boxes, crating cartage or storage unless so specified on this order.

7. TRANSPORTATION CHARGES

Freight or express charges must be prepaid by the Seller when price is F.O.B. destination. Seller must pay transportation charges to and from destination on rejected Goods.

8. ASSIGNMENT

Neither this order nor any interest nor claim thereunder shall be assigned, subcontracted or transferred by the Seller without Purchaser's prior written approval.

9. PATENT AND TRADEMARK WARRANTY AND INDEMNITY

Seller warrants that the use, consumption or sale of the Goods does not and will not infringe any patent, trademark, copyright or other intellectual property right of any third party. Seller agrees, at its own expense, to defend any suit, or actions against Purchaser, its employees, officers, directors, affiliates and agents (collectively, "Related Parties"), or against those selling or using the Goods covered by this order, for alleged infringement of invention or trademark or other intellectual property rights arising from the sale or use of said Goods, and to indemnify and save Purchaser and "Related Parties" harmless from any loss, liability, cost and expenses paid or incurred by Purchaser or its Related Parties in connection with any such suit or action, whether against Purchaser, its Related Parties or those selling or using the Goods covered by this order.

10. CANCELLATION

The Purchaser shall have the right to cancel this order at any time upon written notice to the Seller without cost to the Purchaser (a) if a petition is filed by or against Seller under the bankruptcy laws of the United States, or Seller becomes insolvent or makes a general assignment for the benefit of its creditors, or if Seller fails to meet its current obligations as they fall due or if a receiver is appointed for any of the property of Seller, or (b) if Seller fails to comply with any substantial provision of this order. Time is of the essence.

11. CONFIDENTIAL INFORMATION

Seller agrees not to disclose to any person outside of its employ, and/or not authorized by the Purchaser to receive it, or otherwise use for any other purpose, any information pertaining to Purchaser's affairs, and upon termination of this order will return to the Purchaser upon request all documents, materials, drawings, blueprints, descriptions or other papers (including electronic formats) which embody such confidential information.

12. COMPLIANCE WITH LAWS

In accepting this order, Seller expressly represents and warrants that it has complied with (and will continue to comply with during the performance of this order) all applicable provisions of federal, state and local law, all applicable federal, state and local regulations and orders, and all applicable codes of practice (including, without limitation, the Diageo Code of Business Conduct and the Diageo Marketing Codes, which Seller acknowledges having received from Purchaser). Seller will deliver such documents and take such other actions as Purchaser may reasonably request from time to time to evidence Seller's compliance with this Section 12 and Section 20.

13. WARRANTY

Seller warrants the Goods furnished hereunder (a) to be free from defects in title, labor, material or fabrication, (b) to conform to applicable specifications, drawings, samples or other descriptions given, (c) to be suitable for the purpose intended, (d) to be of merchantable quality, and further warrants that Goods of Seller's design will be free from defects in design. These warranties shall run to Purchaser, its successors, assigns, customers and the users of its products. The Seller agrees to replace, install or correct promptly without expense to the Purchaser, any Goods not conforming to the foregoing requirement, when notified by the Purchaser. In the event of failure of the Seller to correct or replace Goods as required herein, Purchaser may correct, install or replace such Goods and charge the Seller the cost thereof. Acceptance or use of the Goods furnished hereunder shall not affect Seller's obligation under this Warranty. Seller may not limit its warranty in any way.

14. CONTINUING GUARANTY UNDER SECTION 303(c)(2) OF THE FEDERAL FOOD, DRUG AND COSMETIC ACT

If the Goods furnished hereunder are a food, drug, cosmetic or device (as such terms are defined in the Federal Food, Drug and Cosmetic Act), such Goods comprising each shipment or other delivery made hereunder by Seller to, or on the order, of the Purchaser are hereby guaranteed as of the date such shipment or delivery, to be, on such date, not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, and not an article which may not, under the provisions of Section 404 or 505 of such Act, be introduced into interstate commerce.

15. TITLE AND RISK OF LOSS

Unless otherwise specified in writing, title to the Goods hereunder shall pass to the Purchaser at the F.O.B. destination point set forth herein. Risk of loss is to be borne by Seller until conforming Goods are tendered to the Purchaser at the F.O.B. point of destination.

16. GOVERNING LAW

This contract shall be governed in accordance with the law of the State of Connecticut except for items purchased hereunder destined for use or delivery to Purchaser's California facilities. In such instance this agreement shall be subject to construction under the Laws of the State of California. The enumeration herein of certain rights does not exclude others which may be given by law.

17. LIABILITY

If work (as distinguished from goods or materials) is covered by this order, then it is understood and agreed that this is not a contract of employment, but insofar as the performance of the work ordered is concerned, Seller is an independent contractor. Seller shall be responsible for, and indemnify and save harmless Purchaser and its Related Parties from any and all liability to any person or property, in connection with the work to be performed hereunder or incidental in any way thereto.

18. INSURANCE

Seller shall carry insurance protection sufficient to meet any liabilities which may be incurred for the work or Goods delivered hereunder. Without limiting the foregoing: The Seller shall maintain Worker's Compensation, General Liability, Automobile Liability and Property Damage Insurance as hereinafter set forth, and such other insurance as will furnish reasonable protection against claims which may arise from operations related hereto whether such operations be by the Seller or others whose services are engaged by the Seller or anyone directly or indirectly employed by them. Certificates of such insurance shall be filed with the Purchaser and shall be subject to the approval of the Purchaser. At Purchaser's option, it shall be named as an additional insured. Provision shall be made for ten (10) days' advance written notice by mail to the Purchaser of changes in or cancellation of any such insurance. The minimum requirements for insurance under this Purchaser Order follow:

Property Insurance for goods shipped to Purchaser on a replacement cost basis. Purchaser shall not be responsible for any deductible.

Worker's Compensation Insurance - This coverage will be as required by the State in which the work is to be performed. The coverage shall include Employers' Liability protection for a limit of not less than \$1,000,000.

General Liability Insurance - This insurance will be required with limits of \$1,000,000 bodily injury liability and for property damage liability on a comprehensive policy form, including products, completed operations and contractual liability, naming Purchaser as an additional insured.

Automobile Public Liability and Property Damage Insurance - This insurance with limits of \$1,000,000 for bodily injury liability and property damage liability on a comprehensive policy form naming Purchaser as additional insured covering all owned, non-owned and hired automobiles which will be used in connection with the work to be performed hereunder.

Upon request, the Seller will furnish the Purchaser with three copies of any accident reports sent to the Seller's insurance carriers covering accidents occurring as a result of the performance of work or delivery of Goods under this contract.

19. INDEMNITY AGREEMENT

Notwithstanding the insurance requirements set forth above, Seller assumes the entire responsibility and liability for and agrees to hold Purchaser and its Related Parties harmless from any and all damage, injuries, losses, suits, liabilities, expenses (including reasonable attorney's fees and expenses) (collectively, "Damages") of any kind or nature whatsoever (including death resulting therefrom) to all persons whether employees of Seller or otherwise, and to all property (including loss of use thereof) caused by, resulting from, arising out of or occurring in connection with the sale or delivery of the Goods or the execution of its work hereunder, excepting only such Damages which may be attributable to the sole negligence of Purchaser or its employees. If any person or entity shall make a claim for any Damages (including death resulting therefrom) Seller agrees to indemnify, defend and save harmless Purchaser and its Related Parties from and against such claim and all Damages sustained as a result of any such claim. Further, Seller agrees to assume, on behalf of Purchaser, the defense through counsel if requested by Purchaser, of any action at law or equity which may be brought against Purchaser, upon such claim and to pay on behalf of Purchaser and upon Purchaser's demand the amount of any judgment which may be entered against Purchaser in any such action. The obligation under this paragraph shall be continuing and shall not be diminished by any approval or acceptance of or payment for work by Purchaser.

Seller further covenants and agrees to impose on its subcontractors all of the agreements relating to insurance and this indemnity agreement as set forth.

20. SAFETY PROTECTIVE MEASURES AND PRECAUTIONS

Seller agrees to take such safety protective measures and precautions as are required by law, ordinances, industrial code, applicable municipal, state and federal safety regulations, and to cooperate fully with Purchaser, and any insurance carrier to comply with their recommendations so that the work will be completed and the Goods will be produced and delivered with the greatest degree of safety.

21. EQUAL OPPORTUNITY

(a) Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. Seller will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of their non-discrimination clause.

(b) Seller will, in all solicitations or advertisements for employees placed by or on behalf of the Seller state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) Seller will send each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Purchaser, advising the labor union or workers' representative of the Seller's commitments under section 202 of the Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Seller will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor, particularly sections 60-1.7, 60-1.8, 60-1.40, thereof.

(e) Seller will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Purchaser and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the Seller's noncompliance with nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part by Purchaser and the Seller may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(g) Seller will include provisions of Paragraph 21(a) through (g) in every sub-contract or purchase order it may issue unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each of its subcontractors or vendors. Seller will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such

provisions including sanctions for noncompliance: Provided, however, that in the event Seller becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, Seller may request (through the Purchaser) the United States to enter into such litigation to protect the interests of the United States.

22. AFFIRMATIVE ACTION - HANDICAPPED

(a) Seller will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Seller agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) Seller agrees that, if a handicapped individual files a complaint with the Seller that he is not complying with requirements of the Act he will (1) investigate the complaint and take appropriate action consistent with the requirements of 29 CFR 1641 and (2) maintain on file for three years, the record regarding the complaint and the actions taken.

(c) Seller agrees that, if a handicapped individual files a complaint with the Department of Labor that he has not complied with the requirement of the Act, (1) he will cooperate with the Department in its investigation of the complaint, and (2) he will provide all pertinent information regarding his employment practices with respect to the handicapped.

23. AFFIRMATIVE ACTION-DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

Seller agrees, as provided in Sec. 2012 of Vietnam Veterans Readjustment Act of 1974, to take Affirmative Action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era; and to comply with listing of employment openings and periodic reporting requirements of the Veteran's Employment and ReAct of 1972 and Executive Order 11701.

24. NOTICE OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES

The Seller agrees to comply with the provisions of 29 CFR PAR 470.

25. PACKAGING, HEAVY METALS COMPLIANCE

Seller hereby certifies that all Goods furnished hereunder shall be in compliance with all "heavy metal" packaging regulations and laws, whether Federal or State.

26. PRE-PRODUCTION SAMPLES

Pre-production samples and/or proofs are required in reasonable amounts unless otherwise specified on the face of this order. Whenever such samples or proofs are required, no finished items are to be produced until Seller receives written approval of the pre-production samples or proofs signed in the same manner as this order.

27. WORKS

In the event that Seller is required to produce for Purchaser inventions, original works of authorship or Goods using Purchaser's trademarks, tradenames, logos or other proprietary information or trade secrets, Seller agrees that all such inventions, works, and Goods (collectively, the "Works") which are, in whole or in part, conceived or made by Seller pursuant to this order shall be deemed "works made for hire" and shall belong exclusively to

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DIAGEO**PURCHASE ORDER**

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Seller warrants the Goods furnished hereunder (a) to be free from defects in title, labor, material or fabrication, (b) to conform to applicable specifications, drawings, samples or other descriptions given, (c) to be suitable for the purpose intended, (d) to be of merchantable quality, and further warrants that Goods of Seller's design will be free from defects in design. These warranties shall run to Purchaser, its successors, assigns, customers and the users of its products. The Seller agrees to replace, install or correct promptly without expense to the Purchaser, any Goods not conforming to the foregoing requirement, when notified by the Purchaser. In the event of failure of the Seller to correct or replace Goods as required herein, Purchaser may correct, install or replace such Goods and charge the Seller the cost thereof. Acceptance or use of the Goods furnished hereunder shall not affect Seller's obligation under this Warranty. Seller may not limit its warranty in any way.

14. CONTINUING GUARANTY UNDER SECTION 303(c)(2) OF THE FEDERAL FOOD, DRUG AND COSMETIC ACT

If the Goods furnished hereunder are a food, drug, cosmetic or device (as such terms are defined in the Federal Food, Drug and Cosmetic Act), such Goods comprising each shipment or other delivery made hereunder by Seller to, or on the order, of the Purchaser are hereby guaranteed as of the date such shipment or delivery, to be, on such date, not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, and not an article which may not, under the provisions of Section 404 or 505 of such Act, be introduced into interstate commerce.

15. TITLE AND RISK OF LOSS

Unless otherwise specified in writing, title to the Goods hereunder shall pass to the Purchaser at the F.O.B. destination point set forth herein. Risk of loss is to be borne by Seller until conforming Goods are tendered to the Purchaser at the F.O.B. point of destination.

16. GOVERNING LAW

This contract shall be governed in accordance with the law of the State of Connecticut except for items purchased hereunder destined for use or delivery to Purchaser's California facilities. In such instance this agreement shall be subject to construction under the Laws of the State of California. The enumeration herein of certain rights does not exclude others which may be given by law.

17. LIABILITY

If work (as distinguished from goods or materials) is covered by this order, then it is understood and agreed that this is not a contract of employment, but insofar as the performance of the work ordered is concerned, Seller is an independent contractor. Seller shall be responsible for, and indemnify and save harmless Purchaser and its Related Parties from any and all liability to any person or property, in connection with the work to be performed hereunder or incidental in any way thereto.

18. INSURANCE

Seller shall carry insurance protection sufficient to meet any liabilities which may be incurred for the work or Goods delivered hereunder. Without limiting the foregoing: The Seller shall maintain Worker's Compensation, General Liability, Automobile Liability and Property Damage Insurance as hereinafter set forth, and such other insurance as will furnish reasonable protection against claims which may arise from operations related hereto whether such operations be by the Seller or others whose services are engaged by the Seller or anyone directly or indirectly employed by them. Certificates of such insurance shall be filed with the Purchaser and shall be subject to the approval of the Purchaser. At Purchaser's option, it shall be named as an additional insured. Provision shall be made for ten (10) days' advance written notice by mail to the Purchaser of changes in or cancellation of any such insurance. The minimum requirements for insurance under this Purchaser Order follow:

Property Insurance for goods shipped to Purchaser on a replacement cost basis. Purchaser shall not be responsible for any deductible.

Worker's Compensation Insurance - This coverage will be as required by the State in which the work is to be performed. The coverage shall include Employers' Liability protection for a limit of not less than \$1,000,000.

General Liability Insurance - This insurance will be required with limits of \$1,000,000 bodily injury liability and for property damage liability on a comprehensive policy form, including products, completed operations and contractual liability, naming Purchaser as an additional insured.

Automobile Public Liability and Property Damage Insurance - This insurance with limits of \$1,000,000 for bodily injury liability and property damage liability on a comprehensive policy form naming Purchaser as additional insured covering all owned, non-owned and hired automobiles which will be used in connection with the work to be performed hereunder.

Upon request, the Seller will furnish the Purchaser with three copies of any accident reports sent to the Seller's insurance carriers covering accidents occurring as a result of the performance of work or delivery of Goods under this contract.

19. INDEMNITY AGREEMENT

Notwithstanding the insurance requirements set forth above, Seller assumes the entire responsibility and liability for and agrees to hold Purchaser and its Related Parties harmless from any and all damage, injuries, losses, suits, liabilities, expenses (including reasonable attorney's fees and expenses) (collectively, "Damages") of any kind or nature whatsoever (including death resulting therefrom) to all persons whether employees of Seller or otherwise, and to all property (including loss of use thereof) caused by, resulting from, arising out of or occurring in connection with the sale or delivery of the Goods or the execution of its work hereunder, excepting only such Damages which may be attributable to the sole negligence of Purchaser or its employees. If any person or entity shall make a claim for any Damages (including death resulting therefrom) Seller agrees to indemnify, defend and save harmless Purchaser and its Related Parties from and against such claim and all Damages sustained as a result of any such claim. Further, Seller agrees to assume, on behalf of Purchaser, the defense through counsel if requested by Purchaser, of any action at law or equity which may be brought against Purchaser, upon such claim and to pay on behalf of Purchaser and upon Purchaser's demand the amount of any judgment which may be entered against Purchaser in any such action. The obligation under this paragraph shall be continuing and shall not be diminished by any approval or acceptance of or payment for work by Purchaser.

Seller further covenants and agrees to impose on its subcontractors all of the agreements relating to insurance and this indemnity agreement as set forth.

20. SAFETY PROTECTIVE MEASURES AND PRECAUTIONS

Seller agrees to take such safety protective measures and precautions as are required by law, ordinances, industrial code, applicable municipal, state and federal safety regulations, and to cooperate fully with Purchaser, and any insurance carrier to comply with their recommendations so that the work will be completed and the Goods will be produced and delivered with the greatest degree of safety.

21. EQUAL OPPORTUNITY

(a) Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. Seller will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of their non-discrimination clause.

(b) Seller will, in all solicitations or advertisements for employees placed by or on behalf of the Seller state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) Seller will send each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Purchaser, advising the labor union or workers' representative of the Seller's commitments under section 202 of the Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Seller will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor, particularly sections 60-1.7, 60-1.8, 60-1.40, thereof.

(e) Seller will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Purchaser and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the Seller's noncompliance with nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part by Purchaser and the Seller may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(g) Seller will include provisions of Paragraph 21(a) through (g) in every sub-contract or purchase order it may issue unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each of its subcontractors or vendors. Seller will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such

provisions including sanctions for noncompliance: Provided, however, that in the event Seller becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, Seller may request (through the Purchaser) the United States to enter into such litigation to protect the interests of the United States.

22. AFFIRMATIVE ACTION - HANDICAPPED

(a) Seller will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Seller agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) Seller agrees that, if a handicapped individual files a complaint with the Seller that he is not complying with requirements of the Act he will (1) investigate the complaint and take appropriate action consistent with the requirements of 29 CFR 1641 and (2) maintain on file for three years, the record regarding the complaint and the actions taken.

(c) Seller agrees that, if a handicapped individual files a complaint with the Department of Labor that he has not complied with the requirement of the Act, (1) he will cooperate with the Department in its investigation of the complaint, and (2) he will provide all pertinent information regarding his employment practices with respect to the handicapped.

23. AFFIRMATIVE ACTION-DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

Seller agrees, as provided in Sec. 2012 of Vietnam Veterans Readjustment Act of 1974, to take Affirmative Action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era; and to comply with listing of employment openings and periodic reporting requirements of the Veteran's Employment and ReAct of 1972 and Executive Order 11701.

24. NOTICE OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES

The Seller agrees to comply with the provisions of 29 CFR PAR 470.

25. PACKAGING, HEAVY METALS COMPLIANCE

Seller hereby certifies that all Goods furnished hereunder shall be in compliance with all "heavy metal" packaging regulations and laws, whether Federal or State.

26. PRE-PRODUCTION SAMPLES

Pre-production samples and/or proofs are required in reasonable amounts unless otherwise specified on the face of this order. Whenever such samples or proofs are required, no finished items are to be produced until Seller receives written approval of the pre-production samples or proofs signed in the same manner as this order.

27. WORKS

In the event that Seller is required to produce for Purchaser inventions, original works of authorship or Goods using Purchaser's trademarks, tradenames, logos or other proprietary information or trade secrets, Seller agrees that all such inventions, works, and Goods (collectively, the "Works") which are, in whole or in part, conceived or made by Seller pursuant to this order shall be deemed "works made for hire" and shall belong exclusively to

Purchaser. Seller hereby irrevocably assigns and transfers to Purchaser all right, title and interest, of every kind and character, which Seller has in the Works and agrees to take all actions that Purchaser may reasonably request in order to vest in Purchaser such title to the Works. This shall survive any expiration or termination of any order terms and conditions.



Purchase Order

Page : 1 of 1

Supplier
IDEAL PROMOTIONS INC
4212 W IRVING PARK ROAD
CHICAGO IL 60641
Fax No. 773-685-9187 Tel.No. 773-685-8171

Please Deliver to :
0010 CBC Golden Operations
Coors Brewing Company
Central Receiving
17735 W. 32nd Ave.
GOLDEN CO 80401

Purchase Order
7500092340
Contact person/Telephone
Patterson, Marilyn/303 277-5112
Our fax number
303 277-5568
Our Mailstop number
NH222
Your person responsible
Mitchell Sklare
Your reference

Order date
02/11/2008

Supplier number
201839
Your quotation/Dated
/05/06/2005
FOB Point/ Ship Via : Not Applicable/
Payment terms : Net 15th prox

Delivery date: 02/28/2008

Currency : USD

Item #	Coors Material No./ Description	Quantity	Unit	Price per Unit	Net Value (Excluding tax)
00010	Weekly Ad Support & Display Programs Rel. ord. against contract 460000208F Item 00080 Deliv. date 02/28/2008	16,000	EA	1.00	16,000.00
00020	3rd Party Added-Value Reimbursement Rel. ord. against contract 460000208F Item 00080 Deliv. date 02/28/2008	3,000	EA	1.00	3,000.00
TOTAL NET PO VALUE EXCLUDING TAX			USD		19,000.00

1)INVOICES, PACKING LISTS AND PACKAGES MUST REFERENCE PURCHASE ORDER NUMBER, LINE ITEM NUMBER, QUANTITY, COORS CONTACT NAME AND DESCRIPTION. 2)SEND INVOICE AND BILL OF LADING IMMEDIATELY UPON SHIPMENT TO: COORS ACCOUNTS PAYABLE, P.O. Box 889, Mail Stop # CE 346, GOLDEN, CO 80401. PDF or electronic invoices must be sent to: GMACCOUNTSPAYABLE@COORS.COM. 3)Failure to adhere to this process will result in a returned invoice and may delay payment. 4)The Company's Standard Terms and Conditions are incorporated by this reference. These Standard Terms and Conditions may only be modified by separate contract, terms and conditions, or as otherwise indicated on this Purchase Order. 5)The EEO Clause/affirmative action clauses are hereby incorporated by reference by 41 C.F.R. 60-1.4; 41 C.F.R. 60-250.4; and 41 C.F.R. 60-741.4

YOUR CONFIRMING NO. :
PLEASE RETURN THIS COPY TO COORS CONTACT (REF. MAILSTOP NO. OR FAX NO.),

DATE : 2/12/08

SUPPLIER SIGNATURE :

AUTHORIZED BY :

02/11/2008



Supplier
IDEAL PROMOTIONS INC
4212 W IRVING PARK ROAD
CHICAGO IL 60641
Fax No. 773-685-9187 Tel.No. 773-685-8171

Value Contract

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Contract No.
460000208F

Order date
03/03/1999

Item #	Coors Material No./ Description	Quantity	UnitPrice per Unit	Net Value (Excluding tax)
liability of every kind, including attorneys fees and expenses incurred in the investigation, defense or settlement, including but not limited to the payment of any fine(s), of any such demand or action. COORS, its subsidiary and affiliated companies and its independent wholesale distributors shall cooperate with Supplier in the defense of any such demand or action. Supplier shall not settle such demand or action without prior approval from defendant or respondent company, which consent shall not be unreasonably withheld.				

Payment Terms and Invoices.

INVOICES MUST REFERENCE A VALID PURCHASE ORDER NUMBER. VALID PURCHASE ORDER NUMBERS: 1) MUST BE ASSIGNED PRIOR TO THE COMMENCEMENT OF SERVICES, 2) BEGIN WITH THE NUMBERS 75000 AND ARE PRECEDED BY 5 ADDITIONAL, NON-SEQUENTIAL DIGITS (ie, 7500012345.)

Invoices will be paid on the 30th day following receipt of this invoice by COORS. Invoices should be electronically mailed to: gmaccountspayable@coors.com or can be U.S. mailed to: Coors Brewing Company, Disbursements Department, P.O. Box 889, CE 346, Golden, CO 80402-0889.

Termination Without Cause.

COORS may terminate this Agreement at any time on ten (10) days written notice to Supplier with no further liability. Payment made for services not rendered, at the date of termination, shall be pro-rated and returned to Coors.

ATTACHED SERVICE PURCHASE ORDER TERMS AND CONDITIONS ARE HEREBY MADE PART OF THIS PO.

YOUR CONFIRMING NO. :
PLEASE RETURN THIS COPY TO COORS CONTACT (REF. MAILSTOP NO. OR FAX NO.),
COORS BREWING COMPANY, GOLDEN, COLORADO, 80401.

DATE

2/12/08

SUPPLIER SIGNATURE

AUTHORIZED BY :

02/11/2008



Coors Brewing Company
Golden, Colorado

Value Contract

Page : 1 of 4

Contract No.
460000208F

Order date
03/03/1999

Contact person/Telephone
Wilson, Kristin/303 277-2782

Our fax number
303 277-5568

Our Mailstop number
NH222

Your person responsible
Mitchell Sklare

Your reference

Supplier
IDEAL PROMOTIONS INC
4212 W IRVING PARK ROAD
CHICAGO IL 60641
Fax No. Tel.No.
773-685-9187 773-685-8171

Please Deliver to :
0010 CBC Golden Operations
Coors Brewing Company
Central Receiving
17735 W. 32nd Ave.
GOLDEN CO 80401

Valid from: **01/01/2008**
Valid to: **12/31/2009**

Supplier number
201839
Your quotation/Dated
/05/06/2005
FOB Point/ Ship Via : **Not Applicable/ NA**
Payment terms : **Net 15th prox**
Target value **1.00 USD**

Currency : **USD**

Item #	Coors Material No./ Description	Quantity	Unit	Price per Unit	Net Value (Excluding tax)
00080	2008-2009 Merchandising Services ~~~~~	1.000	EA	1.00	1.00

This Value Contract (PO) covers the terms and conditions pursuant to which IDEAL PROMOTIONS, INC. (Supplier) shall provide merchandising services in specified retail outlets, where legal, for the Coors Brewing Company (Coors). Services shall include weekly ad support for off-premise accounts and display programs. Coors does not guarantee the amount of services to be requested and is not obligated to request any minimum amounts of services.

Term. Service provided under this PO shall commence on January 1, 2008 and continue until December 31, 2009, unless extended or earlier terminated as provided herein.

Services provided may include such services as:

Gregory L. White



Coors Brewing Company
Golden, Colorado

Supplier
IDEAL PROMOTIONS INC
4212 W IRVING PARK ROAD
CHICAGO IL 60641
Fax No. 773-685-9187 Tel.No. 773-685-8171

Value Contract

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Contract No.
460000208F

Order date
03/03/1999

Item #	Coors Material No./ Description	Quantity	UnitPrice per Unit	Net Value (Excluding tax)
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1. In-store Merchandising Promotions (ie, window banners, overhead mobiles, shelf talkers, mylar shelf tags and floor stacking panels);
2. Beer of the Month Promotions (ie, overhead imprinted sign panels),
3. Distribution of Consumer Rebate Pads (ie, delivery only), and;
4. Other merchandising services as requested by Coors.

WARRANTIES. Supplier represents and warrants to COORS that:

1. Supplier is authorized to perform services at the specified retail accounts.
2. No alcohol beverage retail licensee and no person or entity owning any interest in or exercising any control over any such licensee has any interest in or control of Supplier.
3. Neither Supplier nor any person or entity owning any interest in or exercising any control over Supplier directly or indirectly has any interest in or control of any alcohol beverage retail licensee.
4. Monies paid to Supplier by COORS under this PO shall be solely for the services specified herein.
5. No monies paid to Supplier by COORS under this PO will be:
 - a) given, transferred, or paid, directly or indirectly, in whole or in part, to any alcohol beverage retail licensee or to any person or entity having any interest in or any control of any such licensee, or;
 - b) used, directly or indirectly, in whole or in part, to pay for or otherwise in



Coors Brewing Company
Golden, Colorado

Supplier
IDEAL PROMOTIONS INC
4212 W IRVING PARK ROAD
CHICAGO IL 60641
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Value Contract

Contract No.
460000208F

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Order date
03/03/1999

Item #	Coors Material No./ Description	Quantity	UnitPrice per Unit	Net Value (Excluding tax)
	connection with any advertising or promotional efforts of any kind coupling the name of any COORS product with the name of any alcohol beverage retail licensee or retailer cooperative.			
	6. There is no agreement or understanding, formal or informal, between COORS and Supplier, relating to beer purchases or sales by any alcohol beverage retail licensee.			
	7. Supplier and its employees are familiar with the Federal Alcohol Administration Act and the Applicable State Liquor Control Act and the regulations promulgated thereunder, and all services performed by Supplier under this PO shall in all respects comply with such laws and regulations.			
	8. Supplier agrees that the foregoing representations and warranties shall be continuing and shall continue for so long as Supplier performs services under this PO.			
	9. Supplier warrants that its performance, and the performance of its employees, agents, subcontractors or representatives, under this PO shall comply at all times with the alcohol beverage laws and regulations of the States covered by this Agreement, and with the Administration Act and the application rules and regulations promulgated thereunder. Supplier also warrants that it has reviewed its duties and obligations outlined in this PO with the alcohol beverage control authorities in the States covered by this PO and that such authorities have authorized performance undertaken by Supplier pursuant to this PO.			
	10. In the event any federal or state agency having jurisdiction over alcohol beverages or trade practices makes any demand or threat or commences any action against COORS, its subsidiary and affiliated companies, or its independent wholesaler distributors doing business in the States covered by this PO, by reasons or any performance of service by Supplier, or its employees or agents, pursuant to this PO alleged to violate state or federal statutes, regulations or rules pertaining to alcohol beverages or trade practices, Supplier shall defend, indemnify and hold harmless COORS, its subsidiary and affiliated companies, or its independent wholesaler distributors in the States covered by this PO, from any loss, damage or			

SERVICE PURCHASE ORDER TERMS AND CONDITIONS

1. **Parties.** "Buyer" used herein refers to the Coors Brewing Company, a Colorado corporation. "Supplier" refers to the named Supplier providing goods or services pursuant to this Purchase Order. Buyer and Supplier may sometimes be referred to individually as a "Party" or collectively as the "Parties".

2. **Entire Agreement.** This Purchase Order, including any terms on the face hereof, all documents specified by Buyer as being a part of this Purchase Order and all Addenda (the "P.O.") constitutes the agreement between Buyer and Supplier and supersedes all other agreements and understandings regarding the subject matter hereof. This P.O. is expressly subject to, and Supplier's acceptance expressly conditioned upon, Supplier's assent to each and all of the terms hereof, and Buyer hereby objects to any different or additional terms not specifically agreed to in writing by Buyer. The terms of Supplier's forms, invoices or documents shall not be a part of the terms hereof. Reference to Supplier's bids, proposals or acknowledgments on this P.O. shall not affect the terms hereof and the terms of such items are expressly excluded herefrom. The Buyer's receipt and acceptance of services furnished under and pursuant to this P.O. (the "Services") shall not be construed to be conduct inconsistent with the terms of this paragraph.

3. General Instructions.

- a) Buyer's P.O. number must appear on all packaging, correspondence, invoices, packaging slips and shipping papers sent by Supplier.
- b) If Supplier is unable to fulfill the terms of Buyer's P.O., including but not limited to service specifications, price and/or delivery instructions, Supplier must immediately notify Buyer in writing.
- c) Supplier shall mail, on the day shipment is made under this P.O., the bill of lading or shipping notice to the Buyer's contact person named on the front page of this purchase order.
- d) If equipment or materials shipped to Buyer under the terms of this P.O. do not originate from Supplier, the shipper's name, address and contact information must appear on Supplier's invoice to Buyer.

4. **Notice.** Any notice, demand, consent, election, offer, approval, request or other communication (collectively, a "notice") required under or provided pursuant to this P.O. must be in writing and either delivered personally, sent by overnight delivery courier, or sent by certified or registered mail, postage prepaid, return receipt requested to the Buyer's contact person or the Supplier's contact person as set forth on the front of this P.O. Notice shall be deemed given when received. A notice sent by facsimile will be deemed given when receipt by the receiving facsimile machine has been confirmed.

5. **Price.** The Services furnished under this P.O. shall not be invoiced at a higher price than shown without express written consent of Buyer. Invoices for charges shown on this P.O. must be provided to Buyer's contact person and must be itemized to show all charges as separate items at Supplier's actual cost. If price is omitted on this P.O., it is agreed that the price will be lowest prevailing market price. Cash discounts will be calculated from the date invoices acceptable to Buyer in

Buyer's sole judgment are received by Buyer or from the date of the receipt of the Services pursuant to this P.O., whichever is later. If Buyer and Supplier have agreed to use an electronic funds transfer system, payments will be made under such system.

6. **Payment Terms and Invoices.** Buyer shall pay Supplier's invoices within the time periods set forth on the face of this P.O., provided that if no such terms are specified therein, Buyer shall pay Supplier's invoices that are received by Buyer on or before the 45th day (or the next business day if the 45th day is not a business day) after the day in which the invoice is received. Supplier shall have ninety (90) days from the date that Buyer received the services invoiced within which to notify Buyer in writing of any claims Supplier might have for payment not made in accordance with the payment schedule or such claims shall be deemed waived by Supplier, including but not limited to all claims for any interest accrued. All invoices for costs to be paid by Buyer, including without limitation freight costs, must be accompanied with a copy of the invoice or bill for such costs. In addition to invoices, monthly statements shall be submitted by Supplier to Buyer. Invoices and statements shall be emailed to gmaccountspayable@coors.com or can be mailed to: Coors Brewing Company, Accounts Payable, PO Box 889, CE 346, Golden, CO 80402-0889. All invoices must have the proper purchase order number on the invoice or they will be returned.

7. **Changes, Cancellation and Adjustments.** Buyer reserves the right at any time, by written order, to suspend or cancel performance, make changes in scope specifications, delivery schedule, or any combination of the foregoing. In the event Buyer cancels, suspends or changes any performance required hereunder for a reason other than Supplier's breach of this P.O., Supplier's expenses shall be prorated based on performance to date of suspension or cancellation. If any such change order results in an increase or decrease in the cost of, or time required for performance of this P.O., an equitable adjustment in the P.O. price, schedule, or both may be requested by Supplier. Any claim for such adjustment or for cancellation charges shall be deemed waived by Supplier unless asserted by Supplier in writing within ten (10) days of Supplier's receipt of the change order or notice of cancellation. No additions to or modifications to this P.O. under the terms of the paragraph will be effective unless expressly agreed to in writing by Buyer and specifically labeled as a modification. Supplier shall proceed without delay to perform this P.O. as changed or to effect its cancellation if so requested.

8. **Taxes and Other Exactions.** Unless otherwise agreed to in writing by Buyer or required by law, Supplier shall be solely responsible for the payment of all taxes or other exactions associated with the manufacture, sale, processing, or provision of the Services, or any component thereof, provided by Supplier under this P.O. Any taxes which Buyer is obligated to pay under the terms of this P.O. shall be separately stated by Supplier in Supplier's invoices. Prices shall not include any taxes for which Supplier can obtain or Buyer can furnish an exemption.

9. Warranties.

a) Title. Supplier warrants good title, free from defect (including liens, claims or encumbrances of any kind), to all Services, including modified, repaired, and replacement parts furnished by Supplier to Buyer. This warranty shall continue without limitation as to time. If any failure to comply with this warranty appears at any time, Supplier shall defend the sale of the Services against all and every person or persons whomsoever and shall indemnify and save Buyer harmless from and against all losses, damages, expenses, liens and liabilities of every kind arising out of such failure.

b) Design. Where Supplier, under this P.O., is to furnish, or is responsible for, the design for any machinery or equipment or for a process, Supplier guarantees that the same shall meet the performance requirements specified therefore in the P.O. The inspection, testing, approval and/or acceptance by Buyer of any such machinery, equipment, process or work shall not, unless specifically agreed to by Buyer, relieve Supplier of its obligations with respect thereto.

c) Equipment and Materials. Supplier warrants that all equipment and materials including modified, repaired, and replacement parts will be free from defects in materials and workmanship, will conform to applicable specifications, will be merchantable, and will be fit for the purpose for which they were made, advertised or intended. All warranties shall survive acceptance and payment and shall run to Buyer and its customers. Buyer shall not be required to obtain Supplier's permission to return any goods to Supplier which are not in conformity with this warranty.

d) Standard of Service. Supplier represents and warrants that all services performed by Supplier will conform to the terms and standards described in this P.O. or if not so described shall conform to prevailing industry standards. Services not in accordance with this provision may, at Buyer's option, (1) be accepted as is subject to an equitable adjustment in price; (2) be corrected by Buyer or another party under Buyer's direction at reasonable expense to Supplier; or (3) be corrected by Supplier at Supplier's expense. In addition to all remedies provided herein, Buyer shall be entitled to all other remedies provided by law, INCLUDING INCIDENTAL AND CONSEQUENTIAL DAMAGES.

e) Personnel. Supplier represents and warrants that all services performed by Supplier will be provided by individuals possessing the general skills, knowledge and experience required to perform the services.

f) Safety Ratings. Supplier hereby covenants, represents and warrants to Buyer that Supplier and all Supplier Parties (as defined herein) shall maintain throughout the term of this P.O. the following ratings applicable to the specific industry of Supplier or such Supplier Party: (a) Total Case Incident Rate and Lost Work Case Incident Rate, as defined under the Occupational Safety and Health Act ("OSHA"), that are at or below the industry average as defined by the Bureau of Labor Statistics, and (b) 1.0 or lower for its Experience Modification Rate. Furthermore, Supplier represents that neither Supplier nor any Supplier Party has been cited under OSHA for any serious, repeat, willful or criminal violation in the three-year period prior to the date of this P.O. Supplier shall notify COORS in writing if at any time during the term of this P.O. Supplier or any Supplier Party no longer meets the requirements of this Section or is cited by OSHA for any serious, repeat, willful or criminal violation.

10. Title and Risk of Loss. Risk of loss of all equipment and materials provided as part of the Services shall pass to Buyer
Service Purchase Order T's & C's - 03/12/07
Coors Brewing Company

upon Buyer's physical receipt of the Services. Notwithstanding restrictive legends to the contrary, titles and plans, drawings and specifications provided by Buyer for Services shall be vested and remain with Buyer and may be used by Buyer for any purpose and may not be used by Supplier for any other purpose. Title shall pass to Buyer upon payment of the purchase price in accordance with specific terms of this P.O. If Buyer makes progress payments, title to the Services shall be transferred to Buyer as payments are made in the same proportion as the cumulative payments bear to the P.O. price. Supplier shall bear the risk of loss on rejected Services after receipt of notice of rejection from Buyer.

11. Delivery. Time is of the essence. Supplier shall furnish sufficient labor and management forces, plant, and equipment and shall work such hours (including night shift, overtime, weekend and holiday work, without additional cost to Buyer) as may be required to assure timely delivery.

12. Packing, Shipping and Data. All delivered equipment and materials under this P.O. shall be packed and packaged in accordance with instructions or specifications in this P.O. or referred to in drawings or specifications for the Services hereunder. In the absence of any such instructions or specifications on packing and packaging, Supplier shall comply with the best commercial practice for shipments adequate for safe arrival at destination and for storage against weather and transportation, for complying with carrier regulations and for securing lowest transportation costs. A packing list showing purchase order numbers, release number and an itemized description of contents must be included in each package. Supplier shall deliver all drawings and technical data (the "Data"), instruction manuals, and parts lists that are necessary or desirable to install, use, maintain, consume or dispose of the Services described in this P.O. Instruction manuals shall include (i) complete installation instructions and, if applicable, non-dimensional layouts of any internal system; (ii) complete operating instructions; and (iii) complete maintenance instructions. The parts lists shall contain a complete description of each part; shall include Sub-Vendors' names, addresses and complete ordering data on parts not manufactured by Supplier, and shall show a unit price and normal delivery time for each part.

13. Inspection and Rejection.

a) All Services furnished hereunder will be subject to Buyer's final inspection and approval at Buyer's premises within a reasonable time after delivery, irrespective of payment date. Buyer may reject Services not in accordance with the P.O. terms or Supplier's warranties (expressed or implied). Buyer may return rejected Services to Supplier at Supplier's expense and Buyer shall have no further obligation for such Services. Payment for, physical possession by Buyer of, or acknowledgment of receipt of, any Services shall not be deemed acceptance, and in no event shall Buyer incur any liability for payment for rejected Services.

b) Buyer shall have a reasonable time (not less than ten (10) business days from receipt) to submit claims of count, weight, quantity, loss or damage to delivered Services. Buyer will calculate damages on claims and may deduct the amount from Supplier's invoice. If the invoice was previously paid, Supplier will promptly reimburse the amount of damages to Buyer.

c) Supplier shall assume responsibility for and will pay any and all loss, cost, damage, or expense, including attorney fees and cost of replacement incurred by Buyer, attributed to

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Buyer's rejection of Services due to any non-conformity of the Services, packaging, delivery or any other defect.

d) Buyer reserves the right to have a representative (either Buyer's personnel or contracted personnel) in Supplier's facilities to inspect any material covered by this P.O. at any reasonable time from the start of manufacturing until final shipment of conforming Services.

14. Termination.

a) Buyer may terminate this P.O. for any reason, in whole or in part, at any time on written notice to Supplier. Upon receipt of such termination, Supplier shall (i) promptly comply with the directions contained in such notice and shall, as required, take action necessary to terminate the work as provided in the notice, minimizing costs and liabilities for the terminated work; (ii) protect, preserve, and deliver in accordance with Buyer's instructions, any property related to the P.O. in Supplier's possession; and (iii) continue the performance of any part of the work not terminated by Buyer.

b) Buyer may also, by written notice to Supplier, terminate the whole or any part of this P.O. for default: (i) if Supplier fails to perform its obligations under this P.O.; or (ii) if, at any time, Buyer has reasonable grounds to believe that Supplier will not be able to perform as required by this P.O.

c) If Buyer terminates all or part of this P.O. for default under Paragraph 14(b), Buyer may procure, upon terms and in a manner it deems appropriate, Services similar to those terminated. In this event, Supplier shall be liable for additional costs, if any, for the purchase of such similar Services to cover such default. Payments to Supplier hereunder shall be the sole and exclusive remedy available to Supplier in the event of a termination by Buyer.

15. Force Majeure. Each Party shall be excused from performance under this P.O. while and to the extent that it is unable to perform, for a cause beyond its reasonable control. Force majeure shall not include Supplier's mechanical failure or failures, labor shortages or work stoppages. In the event either Party is rendered unable wholly or in part by force majeure to carry out its obligations under this P.O., then the Party affected by force majeure shall give written notice with explanation to the other Party within ten (10) days of the occurrence of such cause. Following such notice, the affected obligations of the Party giving notice shall be suspended only during the continuance of the events giving rise to the force majeure provided that the affected Party is acting with due diligence to remedy the events giving rise to the force majeure. Notwithstanding the foregoing, however, if Supplier is unable to perform for a period of more than twenty (20) days due to any delay, Buyer may terminate this P.O.

16. Special Equipment. If the price as stated on the face of this order includes jigs, dies, fixtures, tools, patterns, drawings, specifications or other special equipment and manufacturing aids used in the manufacture of the supplies herein, such special equipment shall become the property of Buyer upon acquisition by Supplier. Such items shall not be used for any customer of Supplier other than Buyer, except with the written permission of Buyer.

Supplier shall not, except with written consent of Buyer, disclose any information to other persons with regard to Special Equipment except as may be required to carry out its obligations hereunder. Special Equipment shall not, except with written consent of Buyer, be used in the production, Service Purchase Order T's & C's - 03/12/07
Coors Brewing Company

manufacture of design or any supplies other than those called for by this Order.

17. Ownership of Intellectual Property. All rights, title and interest in and to all information developed by Supplier specifically related to this P.O. on behalf of Buyer, (including, but not limited to, designs, drawings, specifications, tests, promotional materials, financial information, software, digital information, models, inventions, discoveries, trade secrets, patents, copyrights, trademarks, service marks, trade names, methods of manufacture) (the "Information") are, by this P.O., irrevocably assigned to Buyer. Supplier shall have no right or license in or to any Information, except as expressly granted in writing by Buyer. All Information shall be the sole property of Buyer and may be used, disclosed, assigned, licensed or otherwise exploited by Buyer for any purpose without any additional fees, royalties or compensation to Supplier. Supplier shall take timely actions as may be requested by Buyer, at Buyer's expense, to protect, maintain, preserve, use or exploit any Information.

18. Patent Indemnity. Supplier shall, at its sole expense, hold harmless, indemnify and defend Buyer against any and all claims or actions for the infringement of any patent, copyright, service mark, trademark, trade dress, for misappropriation or misuses of any trade secret(s) and for any and all other claims or actions arising from or relating to information, materials or services relating or pertaining to this Order, including, without limitation, claims and actions arising from or relating to the manufacture, distribution, display, modification, sale or use of anything prepared by or on behalf of Supplier or provided to Buyer by Supplier (collectively "Action"). Supplier shall indemnify Buyer against any and all damages, costs and expenses, including attorneys' fees, arising from or relating to any Action. Supplier shall, at Buyer's election and in its sole discretion, (1) defend Buyer against any Action at Supplier's expense using counsel reasonably acceptable to Buyer or (2) reimburse Buyer for any and all costs, expenses and legal fees incurred by Buyer in connection with any Action. Notwithstanding any other provision of this P.O., Supplier shall not enter into a settlement or compromise of any Action without Buyer's prior written approval. Buyer shall notify Supplier of an Action within a reasonable time after Buyer has received written notification of such Action.

If Supplier fails, refuses or is unable to cure or resolve an Action within forty-five (45) days of receipt of notice from Buyer or of the date Supplier knew or should have known of the Action, Buyer, in its sole discretion, and at Supplier's sole expense and risk of loss, may (1) procure the right to continue making, using, selling or otherwise exploiting any allegedly infringing, misappropriated or misused material, goods, apparatus, device, information, method, process, part or thing on terms acceptable to Buyer; (2) replace same with materials, goods, apparatus, devices, information, methods, processes, parts or things which are not alleged to be infringing, misappropriated or misused; (3) modify any allegedly infringing, misappropriated or misused material, goods, apparatus, device, information, method, process, part or thing to cease being not infringing or becomes properly used or (4) have any allegedly infringing, misappropriated or misused material, goods, apparatus, device, information, method, process, part or thing removed from Buyer's premises. Upon receipt of a written request for reimbursement, Supplier shall reimburse Buyer for any and all costs, expenses and fees arising

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from or relating to any such action by Buyer within thirty (30) days of such receipt.

19. Compliance.

a) Government Regulations. Unless otherwise exempt,

i) the clauses required to be incorporated into government contracts under 41 C.F.R. sections 60-1.4, 60-250.5(a), 60-741.5(a), 48 C.F.R. 22.810, 48 C.F.R. 22.1308, and 48 C.F.R. 22.1408 are incorporated into this P.O. by reference.

ii) Supplier shall comply with all requirements of Executive Order 11246, as amended, and applicable regulations issued thereunder, the requirements of Section 503 of the Rehabilitation Act of 1973 as amended, and the regulations issued thereunder, the requirements of Section 503 of the Vietnam Era Veterans' Readjustment Assistance Act of 1972, as amended, 38 U.S.C. § 4212, the reporting requirements set forth in 41 C.F.R. 60-250.5 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12112; and the requirements of 41 C.F.R. Chapter 60.

b) General Laws and Permits. With respect to this P.O., Supplier shall (i) comply with any and all applicable federal, state, local or agency laws, regulations, rules, ordinances or other directives, and (ii) obtain all releases, licenses, permits or other authorizations required by any governmental body or authority.

c) Diverse Suppliers (Minority or Women-Owned Business Enterprises). Buyer has a policy that requires Supplier, whenever practicable, to use diverse suppliers, including contractors and subcontractors, if such suppliers are both qualified and competitive. A diverse supplier is a for-profit enterprise located in the United States or its trust territories, which is controlled, operated and 51 percent owned by a minority member or woman. Minority members are individuals who are African American, Hispanic American, Native American, Asian-Pacific American and Asian-Indian American. Supplier will report expenditures on diverse suppliers quarterly on the form attached as Exhibit A.

20. Supplier Responsibilities. For Supplier's work under this P.O., Supplier shall: (a) take all necessary or advisable precautions to prevent the occurrence of any injury to person or property during the progress of the P.O.; (b) abide by the rules and regulations of Buyer governing contractors and suppliers while on Buyer's premises; and (c) maintain in amounts and coverage such public liability, property damage, professional liability, errors and omissions, employees' liability and worker's compensation insurance as will protect Buyer from any claim, loss or damage which may result, in any way, from any act or omission of Supplier, its agents, employees or subcontracts, and from any claims under applicable worker's compensation laws or regulations. A certificate of insurance naming Buyer as additional insured and loss payee shall be made available to Buyer upon Buyer's request, but Buyer's request for and receipt of such certificate does not in any manner evidence Buyer's approval of the limits of or types of insurance obtained by Supplier, and the act of obtaining such certificate shall not in any way limit Buyer's ability to recover against such policies or against Supplier. Supplier further agrees to keep Buyer's real and personal property free of all liens and encumbrances arising out of Supplier's performance hereunder.

21. Governing Law. The Parties agree that each Party has all of the rights, duties and remedies available under the Uniform Commercial Code, if applicable, as adopted by the State of Service Purchase Order T's & C's - 03/12/07
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Colorado. Additionally, this P.O. shall be governed by the laws of the state of Colorado. Any litigation shall be brought in District Court, Jefferson County, State of Colorado or the U.S. District Court for the District of Colorado, if appropriate, and each Party submits to the exclusive jurisdiction of said courts and waives the right to change venue. Supplier further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

22. Resolution of Conflicts or Inconsistencies Within P.O.

a) It is Supplier's responsibility to comply with this and all referenced documents and to clarify with Buyer any inconsistencies or conflicts in any parts of this P.O., such as the terms of this P.O., additional terms and conditions, general specifications, detailed specifications, and the like furnished by Buyer in connection with this P.O. Should Supplier fail to contact Buyer to resolve these conflicts or inconsistencies, Supplier will be solely responsible for errors resulting from conflicts or inconsistencies. Where documents are referenced, the version in effect at the time of order placement shall apply.

b) Acknowledgment of this P.O., shipment or furnishing of any Services pursuant to this P.O. shall be deemed an acceptance of these terms and conditions. No release from this P.O. shall be binding on Buyer unless expressly agreed to in writing by Buyer and specifically labeled as a release.

23. Assignment. Supplier shall not have the right or power to assign its rights (including monies due or to become due) or delegate its obligations hereunder without the express written consent of Buyer. Any attempt to do so without such consent shall be null and void and shall permit Buyer the right to cancel and terminate this P.O. In the event this P.O. is properly assigned, the provisions of this P.O. shall bind and benefit the Parties hereto and their representatives, successors and assigns.

24. Waiver. Buyer's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this P.O. or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of Buyer's right to assert or rely upon the terms and conditions of this P.O. Any express waiver of a term of this P.O. shall not be binding and effective unless made in writing and properly executed by the waiving party.

25. Advertising. Supplier shall not in any manner advertise or publish the fact that Buyer has placed this P.O.

26. Status of Parties. The Supplier and its employees, agents, representatives, assigns and subcontractors (the "Supplier Parties" or singularly a "Supplier Party") shall represent themselves only as independent contractors unrelated to Buyer, any of its subsidiaries or affiliated companies. Supplier and Supplier Parties are strictly prohibited from using Buyer's trademark or trade-name. Nothing in this P.O. is intended to create a relationship, express or implied, of employer-employee, principal-agent or partnership between Buyer and either the Supplier or Supplier Parties. Supplier shall not have and shall not represent itself as having any authority to make contracts in the name of or on behalf of Buyer in any way. Buyer shall have no direction or control over Supplier or any Supplier Party or the manner and method utilized by Supplier in performing the Services in conformance with the terms, conditions and obligations of this P.O. However, in the event any Supplier employee adversely affects the quality of the Services, Buyer may request that Supplier
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remove such employee from the work. All Supplier Parties shall agree to be bound by all applicable provisions of this P.O., and Supplier shall provide evidence that all subcontractors and sub-subcontractors at any tier are carrying and maintaining insurance coverage in the same manner as Supplier furnishes such evidence. Supplier shall maintain a subcontractor management program to ensure that all Supplier Parties comply with the safety requirements of this P.O., including without limitation maintaining the safety requirements described in Section 9(f). Notwithstanding any subcontract, this P.O. shall continue to bind Supplier and its associates, consultants, successors, assigns and subcontractors.

27. **Confidentiality.** All information, in any form, which is owned by Buyer or which is disclosed or made available in any manner by or on behalf of Buyer to Supplier, including this P.O. ("Confidential Information") shall be deemed to be confidential and proprietary. Except to the extent that Confidential Information is in or comes into the public domain through no fault of Supplier, Supplier warrants that Supplier shall maintain Confidential Information in strict confidence, and shall not disclose Confidential Information to any third

party or use any Confidential Information for any purpose other than the performance of this P.O. (on a strict need to know basis) without the prior written consent of Buyer. Upon request by Buyer, Supplier's employees or agents performing work under this P.O. shall execute an agreement that provides that such person or entity will not use or disclose any Confidential Information. No confidential relationship is created between Supplier and Buyer by virtue of ordering and/or accepting goods pursuant to this P.O., or by accepting any drawing, schematics, manuals or documents pertaining to such goods unless Buyer expressly consents in writing to the creation of such confidential relationship.

28. **Amendments.** This P.O. may not be amended except in writing properly executed by both Parties. Except as specifically amended, this P.O. shall remain in full force and effect as written.

29. **Acknowledgment of Order.** Work on Services, in whole or part, by Supplier shall be deemed acceptance of Buyer's terms and conditions as set forth in this P.O.

EXHIBIT A
(Minority Suppliers Report)

Supplier Name:

MWBE Objective Percentage:

Quarter/Year:

Vendor Name, Address, Phone	Vendor Total	YTD Total	Product/Service
African American Total			
Asian-Indian or Asian-Pacific Total			
Hispanic Total			
Native American Total			
Non-Minority Woman Total			

**INVOICE**

NO. 73857

DATE: 7/14/08

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IDEAL
PROMOTIONS, INC.4212 WEST IRVING PARK ROAD
CHICAGO, ILLINOIS 60641

ID# D07019

SOLD Judge & Dolph, Ltd
TO: Scott Barnett
3029 Serenity Lane
Naperville, IL 60564

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
50.00	Production and distribution of shelf talkers for House Wines in Miska Liquor Stores July 9, 2008	6.00	300.00
		TOTAL	\$300.00

**INVOICE**

NO. 73866

DATE: 7/21/08

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IDEAL
PROMOTIONS, INC.4212 WEST IRVING PARK ROAD
CHICAGO, ILLINOIS 60641

ID# D16002

SOLD Southern Wine & Spirits

TO: Larry Pilcher
P.O. Box 5009
Chicago, IL 60680

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
50.00	Production and distribution of shelf talkers for Folonari Wines in Miska Liquor Stores July 16, 2008	6.00	300.00
		TOTAL	\$300.00