

INTERNATIONAL COUNCIL OF SHOPPING CENTERS' TERMS, CONDITIONS AND RULES

AGREEMENT TO TERMS, CONDITIONS AND RULES

Exhibitor agrees that these Terms, Conditions and Rules are an integral part of this Agreement and that it is bound to observe and abide by the provisions of the following paragraphs and by such additional Terms, Conditions and Rules made ICSC and communicated to the Exhibitor from time to time, including but not limited to, those contained in the exhibitor service manual ("Exhibitor Manual") which ICSC will provide to Exhibitor in print or electronically, all of which are hereby incorporated in this Agreement.

COST OF EXHIBIT SPACE

The cost of the exhibit spaces is noted in the application. Cost includes: exhibit space, pipe & drape exhibit structure, standard carpet, one (1) host/hostess badge (allocated to an executive/administrative assistant only), and first night booth cleaning.

PAYMENT OF EXHIBIT SPACE

ICSC's payment/deposit policy requires all Exhibit Space requests to be paid in full and submitted with this application. Exhibit Spaces will not be reserved or assigned without the appropriate payment or deposit.

CANCELLATION OF EXHIBIT SPACE

At no time or under no additional conditions will Exhibit Space payment and/or deposit be refunded.

ASSIGNMENT OF EXHIBIT SPACE

Assignment of Exhibit Space will be made on a first come, first serve basis. ICSC shall assign the Exhibit Space to Exhibitor for the period of the Show. Such assignment is made for the period of this Show only and does not imply that the same or similar space will be held or offered for future shows. ICSC reserves the right to terminate this Agreement, close the exhibit or remove the Exhibitor's property from the Exhibit Space if ICSC determines in its sole discretion that the Exhibitor has violated any part of these Terms, Conditions and Rules.

EXHIBIT CONSTRUCTION AND DESIGN SPECIFICATIONS

In the construction and design of the Exhibitor's display, the Exhibitor agrees to comply with the guidelines detailed in "ICSC Chicago Deal Making 2010 Exhibit Design Criteria." Such specifications are set forth in the Exhibitor Manual and are made a part hereof as though fully incorporated herein.

SHOW HOURS AND DATES

Hours and dates for installing, showing and dismantling exhibits shall be those specified by ICSC in the Exhibitor Manual. No trunks, cases or exhibit materials shall be brought into or out of the Exhibit Space during exhibit hours and no dismantling or packing may be started before the official close of the Show. All exhibits must be open for business during exhibit hours and appropriate representatives of Exhibitor must be present in the Exhibit Space at all times during the open hours of the show. After Hours Receptions in the Exhibitor's Space are permitted provided ICSC receives written notification of the event. All food and beverage for your event must be ordered through the Hyatt Regency Chicago. If the event is extending past official Show hours, exhibitors must contact the GES Service Center to schedule late booth power.

INSURANCE

ICSC, the Hyatt Regency Chicago and GES shall not be held responsible for the safety of exhibits against fire, theft, or property damage, or for accidents to Exhibitors or their representatives from any cause prior to, during or subsequent to the period covered by the exhibit contract. All Exhibitors are required to obtain general liability and fire insurance at the Exhibitor's own cost and expense. ICSC, the Hyatt Regency Chicago and Global Experience Specialist (GES) must be named as coinsured with limits of liability of at least \$2,000,000 combined single limits including bodily injury, property damage, fire and theft. Proof of such coverage shall be provided to ICSC. Additional information regarding this coverage is located in the Exhibitor Manual.

FORCE MAJEURE

Should any circumstance beyond the control of, and not the fault of ICSC prevent or materially effect the Show from being held as scheduled, or the exhibit space not being available for uses herein specified due to war, governmental action or order, act of God, fire, strikes, labor disputes or any other cause beyond the control of ICSC, this Agreement shall immediately terminate and no fees shall be returned.

NON-ASSIGNMENT

An Exhibitor may neither assign to a third party any rights under this Agreement or any rights here under to or permit any party to use the Exhibit Space or any portion thereof without the written consent of ICSC which ICSC may withhold in its sole discretion and subject to ICSC's right set forth in Paragraph 5. Additional Directory Listings are permitted provided written notification is provided to ICSC and a \$100 fee per additional listing is paid. If consent is given, the Exhibitor and such assignee shall be jointly and severally responsible for the conduct of the assignee and all its representatives.

SALES OR TRANSFER OF EXHIBITOR'S BUSINESS

Exhibitor agrees to promptly notify ICSC if there is a sale or transfer of a substantial portion of the assets of Exhibitor's business, or a transfer of a controlling equity interest in the Exhibitor's business, or if Exhibitor makes an assignment of its business for the benefit of creditors, or if Exhibitor admits in writing its inability to pay its debts as they come due, or if Exhibitor files a voluntary petition in bankruptcy, or if Exhibitor is adjudicated as bankrupt or insolvent. If any of the foregoing events occur, ICSC may, at its option, terminate this Agreement.

UNION LABOR

Exhibitor must comply with all union regulations applicable to set-up, display and dismantling of its exhibit. Union regulations can be found in the Exhibitor Manual.

COMPLIANCE WITH LAWS

Exhibitors shall bear responsibility for the compliance with any and all local, city, state and federal safety, fire and health laws, ordinances and regulations, including Policies, Rules and Regulations of the Hyatt Regency Chicago, regarding installation, dismantle and operation of the exhibit. This information is included in the Exhibitor Manual.

OBSERVANCE OF LAWS: AMERICANS WITH DISABILITIES ACT

Exhibitor shall abide by and observe all laws, rules, regulations and ordinances of any applicable governmental authority and all rules of the Hyatt Regency Chicago. Exhibitor warrants and represents that it is in full compliance with the Americans with

Disabilities Act and all regulations thereunder and agrees that it shall be responsible for the readily achievable removal of barriers relating to its exhibit and the provision of auxiliary aids and services where necessary to ensure effective communication of Exhibitor's product or services to disabled attendees at the Show.

COPYRIGHTED WORKS

Exhibitor acknowledges and agrees that it shall be solely responsible for obtaining any licenses, permits, etc which may be required for it to broadcast, perform or display any copyrighted materials including but not limited to music, video, software. Exhibitor shall indemnify, defend and hold harmless ICSC, its directors, officers, employees and agents and each of them, from and against any and all claims and expenses, including attorney's fees and costs, arising out of or related to Exhibitor's breach of this provision. The terms of this provision shall survive the termination or expiration of this Agreement.

EXHIBITOR CONDUCT

Exhibitor and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of ICSC is required for the mechanical reproduction of lights and sound. Such use shall be confined to the Exhibit Space. ICSC, in its sole and absolute discretion, may withdraw its consent at any time, in which event Exhibitor shall terminate such activity forthwith. Exhibitors shall refrain from any action that will distract buyers from attendance at the Show during exhibit hours. The Exhibit Space shall not be used for entertaining. Exhibitors shall not lead buyers from one exhibit space to another. Exhibitors shall not enter into another exhibitor's space without invitation or when unattended. Neither Exhibitor nor any of its representatives shall conduct themselves in a manner offensive to standards of decency or good taste. Further, ICSC shall have the right to remove and ban Exhibitor and/or any of its individual representatives from the Show Building if ICSC, in its sole discretion, determines that Exhibitor or any of its representatives are not able to conduct themselves in a professional manner towards fellow exhibitors and/or the staffs of ICSC, the Hyatt Regency Chicago, and GES or any of their respective officers, agents, employees or other representatives.

DRESS OF ATTENDANTS

Costumes not regularly associated with the business and professional character of the Show must have the approval of ICSC. Business attire is recommended.

SERVING OF ALCOHOLIC BEVERAGES

Exhibitors will not be permitted to sell, serve, or give away alcoholic beverages at the Show without prior written approval from ICSC. All food and beverage for your event must be ordered through the Hyatt Regency Chicago.

VIOLATIONS

ICSC Staff and Floor Managers will patrol the Show floor during show set-up, during show hours and during show tear-down. If any of the Rules & Regulations and/or TERMS, CONDITIONS AND RULES are not followed or if any exhibit does not comply with the Exhibit Design Criteria, ICSC staff may issue the Exhibitor a formal Violation. Formal Violations will be included in the Exhibitor's file with ICSC.

- First Violation: Warning
- Second Violation (repeat Violation or new Violation): Loss of Host/Hostess Badge Allotment for the follow year's Show
- Third Violation (repeat Violation or new Violation): Loss of Exhibit Space

The above notwithstanding, the early tear-down or failure to remain open for business shall constitute a material breach of Terms, Conditions and Rules as stated in Paragraph 7 above.

GOVERNING LAW; AMENDMENTS

This Agreement shall be governed by and construed and enforced in accordance with the Laws of the State of Illinois as if it is an agreement made and to be performed entirely within such State. This Agreement may not be amended or modified except by a written communication by ICSC.