

EXHIBIT SPACE CONTRACT *No Exhibitor may assign, sublet or share the space allotted. Unauthorized use will forfeit booth space.*
World Expo is a private event, producer reserves the right to allow, restrict or refuse exhibit space to any company at the producer's discretion.

1. EXHIBITOR INFORMATION

This Information will be published in the Show Guide and web listing.

Company Name: _____

Telephone: _____ Fax: _____

Email Address: _____ Web Site: _____

2. CONTACT PERSON / BILLING INFORMATION

All future booth information will be sent to this person including invoice and Exhibitor Kit.

Company Name: _____

Contact Person: _____

Street Address: _____

City: _____ State/Province: _____ ZIP/Postal Code: _____ Country: _____

Telephone: _____ Fax: _____ Email Address: _____

3. EXHIBIT SPACE RATES & PAYMENT INFORMATION

First 100 sq. ft.: \$28.75 per sq. ft. Each additional sq. ft.: \$27.75 per sq. ft.

Payment Schedule:

Contracts submitted after March 1, 2009 must be paid in full within 30 days of invoice.

Contracts submitted after May 1, 2009 must be paid in full upon receipt of invoice.

Booth reservations will not be honored unless a signed contract is received and required payments are received by respective due dates. Exhibiting contingent upon timely fulfillment of all obligations due Recharger Magazine and 1105 Media, Inc.

A 3% processing fee will be added to all credit card transactions.

5. EXHIBIT SPACE DETAILS

Booth Number: _____

Number of Booths: _____

Total Square Feet: _____

Total Cost: _____

Pay in full by December 31, 2008 and take a 5% discount.

**Single booth space
10' width x 10' depth x 8' height**

Booth Height is to be no more than 8' tall without written permission from Show Management.

Each Exhibiting Company Receives:

- A. one (1) draped 8 foot table
- B. two (2) chairs
- C. one (1) waste basket
- D. three (3) exhibitor badges (+1 for addtn'l booths)
- E. one (1) year subscription to Recharger Magazine
- F. one (1) company listing in print and web guide

These items are per company, not per booth. To order carpeting, electrical or additional furniture, please consult the Exhibitor Kit. Island Booths are sold as raw space unless exhibitor requests standard booth package in WRITING to RECHARGER Magazine. Mandalay Bay Convention Center is not a carpeted facility.

4. CANCELLATION POLICY

(a) All cancellations must be presented IN WRITING to RECHARGER Magazine. In the event the Exhibitor cancels all, or part, of the exhibit space contracted for hereunder, the following provisions shall apply:

(i) If written cancellation is received by RECHARGER Magazine prior to February 2, 2009, Contract shall be voided without penalty or fee.

(iii) If written notice of cancellation is received by RECHARGER Magazine on or after February 2, 2009, the exhibitor shall pay a cancellation fee equal to the full rental fee of the cancelled exhibit space.

(b) If the Exhibitor does not satisfy full payment, when due, under the terms of this contract, RECHARGER Magazine may terminate this contract. The right to exhibit at World Expo 2009 is contingent upon current satisfaction of all financial obligations due Recharger Magazine and 1105 Media, Inc.

(c) Early Breakdown, the removal or dismantle of any display or portion thereof prior to the end of exhibit hours, will result in a fine of \$2,500.00 and the loss of preferred status in the booth selection process for World Expo 2010.

I have read all pages of this contract and agree to all terms and conditions therein.

The person named below and whose signature appears below has the authority to complete and execute this agreement.

For Office Use Only:

Account #: _____

Sales #: _____ 373

For Exhibitor:

Authorized Signature

Title: _____ Date: _____

For RECHARGER Magazine/1105 Media, Inc.:

Signature:

Title: _____ Date: _____

RULES, REGULATIONS, TERMS and CONDITIONS

1. EXPO REGISTRATION: is included in the Rental Fee for Exhibitors and their staffs as follows: Three (3) complimentary badges for the first exhibit space rented, one (1) additional complimentary badge for each additional space rented. Expo Badges are not assignable or transferable. Please list all company attendee names in the Booth Manager System. Names on badges will appear as submitted.

2. BOOTH SPACE: includes 8 feet in height. No Construction may exceed 8 feet without show management written approval. If requesting special exemptions, Exhibitor is responsible for fees involved in submitting plan to fire marshall. Additional fees may apply. Exhibitor kit contains complete construction guidelines, rules & regulations, including booth construction and set back rules and exhibitor agrees to abide by these rules.

3. PAYMENT TERMS: One-third of the exhibit space rental fee is due within thirty (30) days of signing contract; the remaining two-thirds is due March 1, 2009. Contracts submitted to RECHARGER Magazine after March 1, 2009, must be paid in full within thirty (30) days of application. Contracts submitted to RECHARGER Magazine after May 1, 2009, must be paid in full at the time of application. Checks will be deposited when received for convenience and security, but the contract will not be accepted until signed by RECHARGER Magazine and returned to the exhibitor. All payments will be promptly reimbursed if this contract is rejected by RECHARGER Magazine.

4. LOCATION OF EXHIBITS: The Exposition will be held in the Mandalay Bay Convention Center. All measurements and exhibit space layouts shown on the floor plan are as accurate as possible. However, at all times, RECHARGER Magazine reserves the right to make modifications and changes to exhibit space assignments as may be deemed necessary.

5. MOVE IN AND MOVE OUT TIMES: Exhibits may be installed beginning at 1:00 p.m. on August 17, 2009. Exhibits must be in place by 5:00 p.m. August 18, 2009. Exhibitors will not remove their display until the end of Exhibition hours. Dismantling will begin immediately after the show closes on Friday, August 21, 2009. Early breakdown, removal or dismantle of any display prior to the end of exhibit hours, will result in a \$2,500.00 fine and loss of preferred status for booth selection at World Expo 2010. All exhibits must be completely removed by midnight (Friday, August 21, 2009). Material not removed by that time will be collected and stored at the Exhibitor's expense.

6. USE OF SPACE: (A) All demonstrations and other promotional activities must be relevant to the exhibitor's products and shall not be made primarily to attract or amuse. Sufficient space must be provided within the exhibit booth to contain persons watching demonstrations and other promotional activities. Each Exhibitor is responsible for keeping the aisle or aisles near its booth free of congestion resulting from demonstrations or other promotions. No motorized vehicles of any sort are allowed with the exception of devices to aid the physically disabled. (B) No Exhibitor shall assign, sublet or share the space allotted. Unauthorized use will result in the forfeiture of booth space for all parties involved.

Exhibitors must show only goods manufactured or represented by them in the regular course of business. Distribution of circulars or promotional materials may be made only within the booth assigned to the Exhibitor presenting such material. (C) RECHARGER Magazine does not accept responsibility for any promotional activity undertaken by the Exhibitor but does require that any drawing or announcement for special gifts be done within the confines of the exhibit booth and that winners need not be present when drawing is made.

7. RESTRICTIONS IN OPERATION OF EXHIBITS: The management reserves the right to restrict exhibits when it determines that, because of noise, methods of operation, materials, violation of rules and regulations, or any other reason, conduct is objectionable. The Management reserves the right to prohibit or to evict any exhibitor which, in the opinion of the management, may detract from the general character of the exposition as a whole. This reservation includes persons, things, conduct, printed matter, or anything of any character. In the event of such restriction or eviction, RECHARGER Magazine is not liable for refunds on rentals or exhibit expense. **DISTRIBUTION OF FOOD AND/OR BEVERAGE BY AN EXHIBITOR IS PROHIBITED IN THE EXHIBIT HALL WITHOUT THE EXPRESSED PERMISSION OF RECHARGER MAGAZINE AND THE MANDALAY BAY RESORT.**

8. TAXES, LICENSES AND APPLICABLE LAWS: Exhibitor shall be responsible for obtaining all licenses, permits, or approvals required under local, state or federal law applicable to its activity at this event. Exhibitor shall be responsible for obtaining any tax identification numbers and the payment of all taxes, license fees or other charges that shall become due to any governmental authority in connection with its activities at the convention. Exhibitor is responsible for abiding by and observing all laws and regulations of the State, County, City and Departments thereof.

9. LIABILITY: Neither RECHARGER Magazine nor its agents or representatives will be responsible for any injury, loss or damage that may occur to the Exhibitor or to the Exhibitor's employees or property from any cause whatsoever. Under no circumstances will RECHARGER Magazine be liable for lost profits or other incidental or consequential damages. Exhibitor shall obtain, at its own expense, adequate insurance against such injury, loss or damage. RECHARGER Magazine shall not be liable for failure to perform its obligations under this contract as a result of strikes, riots, curtailment of transportation, acts of God, or any other cause beyond its control. Anyone visiting, viewing, or otherwise participating in the Exhibitor's exhibit is deemed to be the invitee or licensee of the Exhibitor, rather than the invitee or licensee of RECHARGER Magazine. RECHARGER Magazine shall not be liable for any injury whatsoever to property of the Exhibitor or to persons conducting or otherwise participating in the conduct of the exhibit or to invitees or guests of the Exhibitor. Exhibitor agrees to abide by existing agreements and regulations covering the use of services or labor in the conference and exhibit facility. The Exhibitor assumes full responsibility and liability for the acts or omissions of its agents, employees or independent contractors, whether acting within or without the scope of their authority and agree to save harmless RECHARGER Magazine and the Mandalay Bay Resort

from responsibility or liability resulting directly or indirectly, which arise from such acts or omissions. There is no agreement or warranty between the exhibitor and RECHARGER Magazine except set forth in this document. The rights of RECHARGER Magazine under this contract shall not be deemed waived except as specifically stated in writing and signed by the exposition services manager or RECHARGER Magazine legal counsel.

10. SECURITY AND INSURANCE: The Exhibitor is solely and fully responsible for its own exhibit material and should insure its exhibits and contents against loss or damage from any cause whatsoever. All property of an Exhibitor is understood to remain in Exhibitor's care, custody, and control in transit to or from or within the confines of the Exhibit Hall.

11. CARE OF BUILDING AND EQUIPMENT: Exhibitors or agents must not injure or deface the walls or floors of the building, the exhibit spaces, or the equipment of the exhibit spaces. When such damage appears, the Exhibitor is liable to the owner of property so damaged. All materials used in decorations must be flameproof. Electric wiring must conform with the United States National Electric Code Safety rules and all other applicable rules, regulations, fire laws, electrical codes and other laws of the city in which the exposition is located, and of any governmental authority maintaining jurisdiction over said exposition facility, which affect the installation, conduct and disassembly of the exhibit. Combustible materials or explosives are not permitted in the Exhibit Hall. Overnight storage of helium or compressed air cylinders is prohibited. The Exhibitor shall also comply with all reasonable requests of officials of the Exhibit Hall and RECHARGER Magazine with respect to the installation, conduct and disassembly of its exhibit.

12. RESTRICTIONS ON EXHIBITOR MEETINGS: Exhibitor agrees to schedule no meetings or events off the exhibit floor during exhibit hours without written permission of RECHARGER Magazine.

Exhibitor is prohibited from distributing circulars to registrants through the Mandalay Bay Resort channels except as authorized by RECHARGER Magazine. No merchandise or materials may be distributed in the hotel lobbies or corridors. Mandalay Bay Policy prohibits any exhibiting or display of merchandise, materials or sales of any sort in any area of the hotel excluding the convention halls.

13. VIOLATIONS OF CONTRACT, RULES OR REGULATIONS: Exhibitor expressly agrees to permit RECHARGER Magazine to close an exhibit at any time for failure of Exhibitor or of its officers, agents, employees or other representatives to perform, meet or observe any terms or conditions set forth herein. Any disputes arising from or resulting from this contract shall be brought exclusively in the Circuit Court of Clark County, Nevada and governed in all respects by the laws of the state of Nevada.

14. These regulations become part of the contract between the Exhibitor and RECHARGER Magazine and have been formulated for the best interest of all concerned. All points not covered are subject to the decision of RECHARGER Magazine.

Initials _____ Date _____
RULES, REGULATIONS, TERMS and CONDITIONS