

CALIFORNIA GIFT SHOW ("SHOW") LOS ANGELES CONVENTION CENTER TEMPORARIES LEASE

1933 S. BROADWAY, SUITE 542 LOS ANGELES, CA 90007 (P) 213.763.5800 (F) 213.743.8986 (W) californiagiftshow.com

RETURNING EXHIBITORS PRIORITY SPACE RESERVATION DEADLINE: July 19, 2010

FINAL PAYMENT DUE: November 1, 2010

LATE SIGNUP (fee will apply): December 1, 2010 – January 21, 2011

JANUARY 21-24 2011
FRI-SUN 9am-6pm | MON 9am-4pm

EXHIBITOR INFORMATION LEASE WITH MERCHANDISE MART PROPERTIES, INC. (LANDLORD)

COMPANY: _____ WEBSITE: _____

CONTACT: _____ TITLE: _____

ADDRESS: _____ CITY/STATE/ZIP: _____ COUNTRY: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

I WOULD LIKE TO EXHIBIT IN: SOUTH HALL FASHION ACCESSORIES KIDS GOURMET GARDEN & HOME GIFT RESORT SEASONAL STATIONERY SPA

KENTIA HALL JEWELRY (CASH & CARRY) WORLD STYLE VINTAGE

I WOULD LIKE A CORNER BOOTH (CORNER CHARGE \$175): YES NO

I AM INTERESTED IN THE FOLLOWING ADVERTISING OPPORTUNITIES: SPONSORSHIPS SHOW DIRECTORY ONLINE

MARKETING + ADVERTISING CONTACT: _____

ARE YOUR PRODUCTS CURRENTLY REPRESENTED IN A PERMANENT SHOWROOM AT L.A. MART? YES NO

IF YES, PLEASE SPECIFY SHOWROOM NAME AND SHOWROOM NUMBER: _____

YES, I WILL PROVIDE CALIFORNIA GIFT SHOW WITH MY BUYER LIST TO ENSURE THAT MY CUSTOMERS RECEIVE INFORMATION TO ATTEND MARKET

I warrant and represent that I am authorized to use this list and provide it to you to inform my buyers of the Show. I agree to indemnify, defend and hold harmless Landlord for its use as stated above.

BOOTH #: _____ TOTAL SQ FT: _____ \$ PER SQUARE FOOT: _____ \$ TOTAL SPACE RENTAL: _____

MY COMPETITORS ARE: _____

OTHER MARKETS I EXHIBIT AT: _____

METHOD OF PAYMENT – 50% PAYMENT DUE UPON BOOTH ASSIGNMENT, REMAINING BALANCE DUE BY NOVEMBER 1, 2010

Enclosed is our payment to Merchandise Mart Properties, Inc. ("Show Management or Landlord") Signing of this lease application binds me/ us to the payments as stated above. We acknowledge receipt of a copy of the Rules and Regulations ("Rules") for the Show, which shall become part of the contract created upon Landlord acceptance of this application as if they were to set forth herein.

I/We agree to abide by the Rules of all the future shows. I/We understand that Landlord reserves the right to reject any and all lease applications at any time for any reason or no reason at all; to reclaim any space; to have any of your representatives removed from the property for failure to conform to the Rules; to re-allot the space; and to re offer requested space when available.

Except in instances where a lease application is denied prior to the Show, all payments are non refundable and non transferable.

Deposit and an authorized signature are REQUIRED. After booth assignment, this agreement cannot be cancelled, refunded, or transferred to another market.

CHECK OR MONEY ORDER. Made payable to Merchandise Mart Properties, Inc. (All returned checks will be charged a \$25 fee)

CREDIT CARD. Complete the following to authorize payments to your credit card (Visa, MasterCard & American Express accepted)

CREDIT CARD NUMBER _____ EXPIRATION DATE _____ VCODE (3 DIGIT CODE ON BACK OF CARD) _____

BILLING ZIP CODE _____ NAME THAT APPEARS ON CARD _____

Check which payments are authorized by credit card (no invoice will be sent prior to charging). ALL PAYMENTS ARE NON REFUNDABLE AND NON TRANSFERABLE.

50% payment due with application \$ _____ **50% remaining balance due by November 1, 2010 \$** _____

PAYMENT & CREDIT CARD GUARANTEE

MMPI requires that you provide the credit card authorization below to guarantee payments in connection with the show. For your convenience and without further authorization, we will use this authorization and charge your card for failure to make subsequent payments by deadlines as well as for other services including labor, material handling, or any additional and unpaid charges incurred at the Show. All payments are non- refundable and non- transferable.

AUTHORIZED SIGNATURE _____ DATE _____

I understand that by signing above I will automatically receive information about the MMPI services or events related to the event or service for which I am registering by fax, regular mail, email, phone (including pre-recorded phone messages that may include marketing content).

Please check here if you would like to receive information about other MMPI events or special offers by fax, regular mail, e mail phone (including pre-recorded phone messages that may include marketing content)

Please check here if you would like MMPI to share your contact information with trusted third parties in whose products or services MMPI believes you may be interested. You understand that if you select this option, these unaffiliated third parties may send you advertising material by fax, regular mail, email, phone (including pre-recorded phone messages that may include marketing content).

TO FAX APPLICATION 213.743.8986

Lease Rules and Regulations

1. Tenant agrees to comply with all requirements for exhibiting at the Los Angeles Convention Center ("Building"), including but not limited to obtaining any applicable permits for food service sales or sampling, and other applicable Building restrictions.
2. Landlord reserves the right to alter or correct the current square footage and configuration of the temporary suite and the floor prior to the Show. By entering and occupying the booth space, Tenant shall be deemed to have accepted the space "AS IS", in its then condition, and Tenant hereby releases the Trade Show Entities, as defined below, for any liability or loss caused by any latent or patent defect therein.
3. Tenant agrees to cooperate with any security programs adopted for the Building or the Show, including, without limitation, procedures and limitations established for the movement of personal property and persons into and out of the Building and the floor the temporary suite is on. Show Management specifically reserves the right to control ingress to and egress from the Show area at all times.
4. Landlord reserves the right in its sole discretion to change the Show dates and venue.
5. Landlord reserves the right to reject any and all applications for any reason or no reason at all; and to prohibit, close, correct, remove or eliminate any exhibit, part of an exhibit, product, sign, card, printed matter, souvenir, catalog, or other material, or any circumstance, conduct or action, or cause thereof, which is not suitable to or in keeping with the character of the Show or which violates these rules or law.
6. If Tenant or an employee or representative of Tenant is a current or former owner of a property managed by Show Management, as a precondition to participation in the Show all accounts must be current and Tenant or such employee or representative must be in good standing in such property.
7. Tenant participation will be limited to those companies whose products are of specific interest to those attending the Show in the sole discretion of Show Management.
8. Payment for the space must be received in full prior to the Show. If payments are not made by Tenant as required, Landlord may at its option terminate this application without notice, or consider Tenant last in priority when assigning available temporary suites or, if a temporary suite has been assigned, reassign Tenant to a different temporary suite.
9. Landlord shall be entitled to close any temporary suite or exhibit at any time for failure by Tenant or any of its officers, agents, employees, or other representatives to perform, meet or observe any term or condition set forth herein, and such Tenant shall not be entitled to a refund of any part of any rent or fee.
10. Tenant shall not be entitled to a refund of any part of any rent or fees should it for any reason be unable to exhibit at the Show. Show Management reserves the right at any time to cancel the Show and in such an event the Tenant's sole remedy if the Show is not rescheduled, shall be a refund of any rent or fees paid to Landlord for a temporary suite.
11. Tenant may begin moving in and setting up its displays at the scheduled time and date in accordance with the Tenant Manual. All exhibits MUST BE COMPLETED prior to the opening of the Show. No construction, arranging or setting up of exhibits will be permitted during official Show hours or after the opening.
12. Tenant's temporary suite must be staffed during the specified hours of the Show with complete display intact. Tenant may not enter the exhibit area before one hour prior to the Show and must be out of the exhibit area at the close of the Show.
13. Tenant will NOT be permitted to dismantle displays before the official closing time. Tenant agrees not to disturb or begin packing exhibits or parts of their displays prior to the official closing time. Any Tenant who moves out of the exhibit area before the official close of show will forfeit exhibit space for future shows and agrees to pay an additional rental fee of \$1,000. Future participation is prohibited until this fee is paid in full.
14. No neon, flashing, or display lights will be permitted without prior written approval from Show Management. Tenant shall not open any windows or place anything against or near the windows.
15. No Tenant shall use any flammable decorations or covering for display fixtures and all fabrics or other material used for decoration or covering of tables shall be flameproof.
16. Tenant may, with prior written approval by Show Management, contract with outside union display houses or trimmers for set-up and installation. Tenant must supply the name and address of contractor/trimmer/display house, name of the supervisor to be in attendance, a certificate of insurance, and a statement that the service contractor/trimmer/display house will comply with all rules and regulations of the show or will forfeit his/her company's access to the Building. Tenant must employ members of the appropriate trade unions where required.
17. Tipping and cash payments for services are not allowed in the Building.
18. Tenant must confine its activities to its own temporary suites during Show hours.
19. Show Management reserves the right to refuse admission to any person or persons including children of tenants, their employees or representatives, attendees or visitors, in the interest of welfare and safety.
20. Tenant may not display or distribute signs, brochures, flyers, samples, advertising devices etc. outside its temporary suites. Tenant may not advertise in its temporary suite for spaces at any other buildings in which it may occupy space.
21. No Tenant or group of tenants may sponsor any event that conflicts with Show Management's sponsored programs during the Show. No sample sales are allowed during the Show.
22. Photography, filming, or electronic recording or transmission or use of any such related equipment in the Building by Tenant, groups or individuals other than Show Management is strictly prohibited.
23. Tenant shall not make noises, cause disturbances or vibrations, or use or operate any wireless device, electrical or electronic devices or other devices that emit sound or other waves, or cause disturbances, or create odors or noxious fumes, any of which may be offensive to other tenants and occupants of the Building or that would interfere with the operation of any device or equipment or radio or television broadcast or reception from or within the Building or elsewhere, and shall not place or install any projections, antennae, aerials or similar devices inside or outside of the temporary suite.
24. Any product/service that is not listed on the application or which does not relate to the purpose of the Show may not be exhibited in the Show. Tenant is not permitted to share its suites with other individuals, tenants, manufacturers or representatives without Show Management's prior consent. No subletting is permitted.
25. Tenant shall timely provide to Show Management for listing in the Official Directory of the Show requested information for its temporary suite. The Official Show Directory is a listing of merchandise being shown, and although strict precautions are taken in proofreading, Landlord and Show Management are not liable for any errors or omissions in Tenant listings, suite number(s), telephone numbers, company, and product listings. Tenants whose applications arrive after the deadline date will not be listed.
26. By signing an application for a temporary suite, Tenant agrees that Show Management, Landlord, the owners of the building, and their respective partners, directors, members, shareholders, trustees, officers, agents, employees, beneficiaries, insurers, lenders, successors, and assigns (hereinafter collectively the "Trade Show Entities") shall not be held accountable or liable for, and the same are hereby released from accountability or liability for, any damage, loss, harm, or injury to the person or property of the applicant and any of its partners, directors, members, trustees, officers, agents, employees, beneficiaries, successors, and assigns, resulting from theft, fire, water, accident or any other cause and the Trade Show Entities will not obtain insurance against any such damage, loss, harm or injury. Tenant and the Trade Show Entities agree that all property of the Tenant is to remain in the Tenant's custody and control in transit to, from, and within the Building.
27. By signing an application for a temporary suite, Tenant agrees, except to the extent prohibited by law, to indemnify, defend and protect the Trade Show Entities, and each of them, against, and hold them harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorney fees, and expenses of every kind and nature, which may result from or arise out of any action or failure to act on the part of the applicant or any of its partners, directors, members, officers, agents, employees, beneficiaries, successors, and assigns, including but not limited to claims for damage or loss to property and for harm, injury or death to persons, and claims of damage or loss to any third party resulting from any infringement of a copyright or patent or the unauthorized use of any trademark.
28. By signing an application for a temporary suite, Tenant agrees to purchase and keep in effect during the period when its property is in the Building and in transit to and from said premises, insurance against loss, damage or destruction to such property, however caused, for the full value of such property, and to cause the insurer to waive subrogation against the Trade Show Entities.
29. Landlord has the right to limit the suites assigned to any Tenant, and cannot guarantee suite assignment. There are no rights to sight lines or locations. All or any portion of the temporary suite designated is subject to reassignment and rearrangement by Landlord for the purpose of consolidation of display space, expansion of the exhibit area, or for any reason, prior to commencement of the lease term. Tenant acknowledges that the particular suite and overall configuration of the designated suites may change from time to time prior to the Show. Any such reconfiguration may require the suite assigned to Tenant be reassigned and rearranged by Landlord. Landlord may also assign or reassign suites to Tenants as it deems to be required by virtue of the availability of special services. If Tenant is assigned to these suites but does not require these services, it may be reassigned other suite locations at the discretion of Landlord.
30. If Tenant will be serving alcoholic beverages, as a condition to the granting of this Lease, Show Management must receive from Tenant or its caterer evidence of insurance satisfactory to Show Management showing that appropriate liability insurance or Dram Shop coverage indemnifying the Trade Show Entities and naming the Landlord, Show Management, and the building owners as additional insured parties has been procured and is in force.
31. If Tenant shall fail or refuse to remove its property upon the expiration or termination of its Term hereunder, Landlord may treat such failure or refusal as conclusive evidence that Tenant has abandoned the property and Landlord may retain or dispose of all or any part of such property in any manner that Landlord shall choose. In no event shall Landlord become a bailee or trustee, or accept or be charged with the duties thereof (either voluntary or involuntary) of the property. If Show Management employees are required to remove or handle the property, a charge for the same at customary rates on a time and material basis will be payable by Tenant.
32. Tenant shall not, without the prior written consent of Show Management assign or otherwise transfer any right under this Lease to any third party or allow any third party to operate from the temporary suite, and any attempt to do so shall result in automatic revocation of this Lease.
33. Tenant must comply with all local, state, and federal laws, codes, rules, regulations and ordinances/federal regulations (collectively "Legal Requirements") in force from time to time affecting the temporary suite or Tenant's activities therein. Show Management shall have the full power to interpret and/or amend rules and to make any additional rules and regulations which in its discretion shall be in the best interest of the Show.
34. Applications from outside the United States, no matter where they originate, will not be accepted unless accompanied by payment in U.S. dollars and paid by certified check, cashier's check, money order, Show Management approved credit card or wire transfer on a U.S. bank. Payments by wire transfer must include an additional amount of \$25.00 (subject to change and increases for international wires) to cover bank charges. If Show Management receives two (2) or more checks from Tenant which are returned by Tenant's bank for insufficient funds, Show Management may require that all checks thereafter be bank certified or cashier's checks. All bank service charges resulting from any returned checks shall be borne by Tenant.
35. Tenant shall not, without the prior written consent of Landlord or Show Management in each instance obtained, make any repairs, replacements, decorations, alterations, improvements or additions to the temporary suite. Each suite must be left in its original condition. If Tenant shall fail or refuse to restore the suite to the above-described condition on or before the end of the exhibition period, Show Management may enter into and upon the suite and put the suite in such condition, and recover from Tenant Show Management's cost of so doing.
36. Tenant agrees that the Trade Show Entities or any of them, shall not be liable to Tenant, or any of Tenant's employees, agents, representatives, customers or invitees or anyone claiming through, by or under Tenant, for any damages, including but not limited to all fees paid by Tenant, injuries, losses, expenses, claims or causes of action, because of any interruption, diminution, delay or discontinuance at any time in the furnishing of any services or operating, maintaining, repairing or supervising the Building when such interruption, diminution, delay or discontinuance is occasioned, in whole or in part, by repairs, renewals, fire, emergencies, improvements or additions, by any strike, lockout or other labor disputes, war, acts of God, by inability to secure gas, electricity, water or other fuel at the Building, by any accident or casualty whatsoever, by government action or order, by act or default of Tenant or other parties, labor or material shortages, transportation delays, or by any other cause beyond Landlord's or Show Management's reasonable control; nor shall any such interruption, diminution, delay or discontinuance be deemed an eviction or disturbance of Tenant's use or possession of the suites or any part thereof; nor shall any such interruption, diminution, delay or discontinuance relieve Tenant from full performance of Tenant's obligations under this Lease.
37. Tenant shall pay all attorneys' fees and expenses of Landlord, Show Management or the Trade Show Entities incurred in enforcing any of the obligations of Tenant under this Lease.
38. If the suite or the Building (including machinery and equipment used in its operation) shall be destroyed or damaged by fire or other casualty then Landlord shall have the option to repair and restore the same with reasonable promptness; or elect to terminate this Lease as of the date of such damage.
39. As applicable solely to retail shows, Tenant may sell food and prepare food for consumer consumption in a limited fashion in the Building in accordance with Building rules. All food sales and service of complimentary foods by Tenant to its guests must be done in full compliance with all applicable Legal Requirements and Tenant must obtain all applicable permits and licenses in compliance therewith.
40. Tenant agrees to pay for all costs incurred prior to the move out date. All amounts due and payable from Tenant under this Lease or under any work order or other agreement relating to the suite, if unpaid when due, shall bear interest from such date until paid at the maximum legal rate of interest allowable by law.
41. All rights and remedies under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law. Tenants in violation of the above conditions, rules, and regulations governing the Show are subject to prompt disqualification from participation in this and future Shows. Tenant shall comply with all conditions, rules and regulations regarding the Show and with the requirements set forth in the Exhibitor Manual.
42. The laws of the state where the Building is located shall govern the validity, performance and enforcement of this agreement. The invalidity or unenforceability of any provision of this agreement shall not affect or impair any other provision.
43. If there is more than one Tenant herein named, all shall be jointly and severally liable for the payment of rent and the full and complete performance of all of the terms, covenants and conditions of this Lease.
44. All telegraph, telephone, wireless devices, and electric connections which Tenant may desire shall be first approved by Show Management in writing, before the same are installed, and the location of all wires and the work in connection therewith shall be subject to the direction of Show Management.
45. Tenant must list all furniture and fixtures to be taken from the Building upon a form furnished by Show Management. Such list shall be presented at the Service Desk for approval before acceptance by the security officer or elevator operator. All charges and fees must be paid before product can leave the floor.
46. No bicycle or other vehicle and no animal (other than assistive dogs) shall be allowed in the suites, offices, halls, corridors or any other parts of the Building. Landlord shall at all times keep a pass key and be allowed admittance to the suite to cover any emergency, fire or other casualty that may arise and in other appropriate instances. Tenant shall not peddle, canvass, solicit or distribute handbills or flyers on or about the Property except as specifically authorized by Landlord. Tenant's suite may constitute a portion of a larger area which includes the suite, other areas for the exclusive use of other occupants, and common areas. Tenant may use such common areas on a non-exclusive basis in common with other occupants of the area. Tenant expressly agrees that such non-exclusive use of the area shall be subject to all of the terms, covenants and restrictions set forth in this Lease. There will not be a demising wall between the suite and other suites for the exclusive use of other occupants and Tenant expressly assumes the entire risk of damage or loss to, or theft of, any of its property placed in or upon the suite.
47. In the event the Show involves the apparel industry, modeling of display merchandise will be permitted only in Tenant's assigned temporary suite. Model enclosures must be provided and will be at the expense of Tenant.
48. Tenant accepts full and sole responsibility for any injury or damage to persons or property resulting from failure to distribute the placement of exhibit material to conform to the floor loading specification.
49. No modification, waiver or amendment to this Lease shall be binding unless such modification, waiver or amendment is in writing and signed by both parties. Submission of this instrument for examination shall not bind Landlord or Show Management in any manner, and subject to all other rules and regulations, no obligation of Landlord shall arise unless and until Tenant has an assigned space in the Show.
50. This Lease shall be subject and subordinate at all time to (a) any underlying master leases, and all modifications, amendments or renewals, currently in place or subsequently executed, and (b) any mortgages or deeds of trust affecting the Building.
51. Tenant represents and warrants that it is not listed, nor is it owned or controlled by, or acting for or on behalf of any person or entity, on the List of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, or any other list of persons or entities with whom Landlord is restricted from doing business with ("OFAC List"). Notwithstanding anything to the contrary herein contained, Tenant shall not permit the Premises or any portion thereof to be used, occupied or operated by or for the benefit of any person or entity that is on the OFAC List. Tenant shall provide documentary and other evidence of Tenant's identity and ownership as may be reasonably requested by Landlord at any time to enable Landlord to verify Tenant's identity or to comply with any Legal Requirement.
52. The failure of Show Management at any time or times to require the performance of any provision in the exhibitor contract or of these Rules and Regulations, shall in no manner affect its right at a later time to enforce the same provision.
53. Signatures of Tenant on copies of the exhibitor contract transmitted by electronic or telephonic means shall be deemed originals for all purposes hereunder, shall have the same legal effect as an originally drawn signature, and shall be binding upon Tenant.
54. Tenant hereby grants to Show Management an irrevocable, non-exclusive license to use, without further compensation, Tenant's Trade Name, product images and/or a description of the nature of Tenant's business, in any television, radio, print, electronic or other media advertising or marketing programs of Show Management, and Tenant shall cooperate with Show Management in carrying out such advertising and marketing.