

**ANDMORE TEMPORARY EXHIBITOR AGREEMENT
TERMS & CONDITIONS**

1. LICENSE OF PREMISES. Upon confirmation in writing to the applying individual or entity ("Licensee") that Licensor (as defined below) has accepted Licensee's application (the "Application") and has assigned one or more booths (the "Premises") to Licensee for the Market(s) indicated in the Application (each a "Market"), the Application (including these Terms & Conditions) will constitute a binding agreement (the "Agreement") between Licensee and one of the following entities, as determined by the location of the Premises ("Licensor"): AmericasMart Real Estate, LLC (AmericasMart Buildings 1, 2, and 3); IHFC Properties SPE, LLC (InterHall); Market Square AC II SPE, LLC (Plaza Suites); Market Square AC IV SPE, LLC (Market Suites); WMCV Phase 1 SPE, LLC (World Market Center Building A); WMCV Phase 2 SPE, LLC (World Market Center Building B); or WMCV Phase 3 SPE, LLC (World Market Center Building 3 and the Expo Center). After a Premises is assigned, this Agreement cannot be canceled by Licensee, and no monies paid will be refunded or transferred to another Market. Licensee may not change, transfer or cancel its Premises location except upon the written approval of Licensor. Requests for specific locations must be in writing. Licensor will accommodate such requests as space permits, but cannot guarantee requested placement. Licensor reserves the right to alter the floor plan and/or to reassign Premises locations as it deems necessary or appropriate. By entering and occupying the Premises, Licensee shall be deemed to have accepted the Premises "as-is", in its then current condition, and Licensee hereby releases Licensor for any liability or loss caused by any latent or patent defect therein. Licensee's rights under the Agreement include the right of access to the Premises through the common areas of the building in which the Premises is located (the "Building"). This Agreement shall be subject and subordinate at all times to any mortgage or deed of trust affecting the Building.

2. LICENSE FEE. The license fee for use of the Premises (the "License Fee") must be paid in full in accordance with payment deadlines specified in the Application. All payments, including deposits, made pursuant to this Agreement are final and nonrefundable, except as expressly set forth herein. Licensor reserves the right to reject any late payment. Notwithstanding the foregoing, in the event Licensee fails to pay any amount hereunder as and when the same is due and payable, Licensor shall be entitled to, and Licensee agrees to pay, interest on such unpaid amount at the rate of eighteen percent (18%) per annum, together with a late fee of ten percent of the total amount past due. Licensee also agrees to pay all costs incurred by Licensor in collecting such amounts, including, without limitation, Licensor's administrative costs (not to exceed five percent (5%) of the amount collected), and Licensor's actual attorneys' fees.

3. ASSIGNMENT/SUBLETTING. Assignment, subletting, sublicensing or transfer of the Premises by Licensee, or use of the Premises by a third party without the prior express written consent of Licensor is prohibited. Licensee shall not exhibit or permit to be exhibited in the Premises any merchandise other than that specified in the Application, or if not specified in the Application, that merchandise identified by Licensor as applicable for the contracted Market.

4. TERMINATION OR DOWNSIZING.

(a) Licensor may terminate this Agreement without refund to Licensee, and may reassign the Premises, or any portion thereof, upon (i) notification from Licensee that Licensee will not exhibit in the Premises during the entirety of the Market; (ii) failure of Licensee to make payment as required hereunder, (iii) failure of Licensee to abide by these Terms and Conditions and other Market and Building rules and regulations, or (iv) failure by Licensee to claim its assigned Premises prior to the opening of the Market. In the event of termination pursuant to this subsection, Licensee remains responsible for payment of the full License Fee. Licensee's cancellation of this Agreement, failure to participate in the Market, or Licensee's notice to Licensor that Licensee will not participate in the Market, will not result in any refund, credit, or transfer of the License Fee or of the Premises to a future Market. In the event Licensee elects to reduce the number of booths or exhibit spaces comprising the Premises after confirmation of the assignment of said Premises, Licensee will forfeit the deposit amount for each booth or space released.

(b) If the Market or any part thereof is prevented from being held, is canceled by Licensor (or by the High Point Market Authority ("HPMA"), if applicable), or the Premises applied for herein becomes unavailable because of war, fire, strike, government regulations, public catastrophe, act of God or other cause, Licensor shall determine and refund to Licensee Licensee's proportionate share of the balance of the aggregate License Fee received, if any, which remains after deducting expenses incurred by Licensor and reasonable compensation to Licensor, but in no case shall the amount of refund to Licensee exceed the amount of the License Fee paid.

5. USE.

(a) Display and Personnel. All booth displays shall conform in all respects to Licensor's Market and Building rules and regulations, including the dimensional and height requirements specified therein. Booth displays may not obstruct the general view or access to surrounding booths, displays, aisles or public space within the Building. Neither Licensee nor anyone acting on Licensee's behalf shall injure or deface the walls, floors, ceilings, fixtures, furnishings or equipment of the buildings within which the Market takes place. Licensee assumes full liability for any damage that may be caused by Licensee or any party acting on its behalf, and Licensee shall immediately reimburse Licensor upon demand for the costs of effecting any repairs necessitated by damage caused by Licensee or its agents, employees, or contractors, including a reasonable administrative charge. Licensor may remove any person during the Market whom Licensor believes is disrupting or obstructing proper operation and management of the Market. No demonstration or solicitation by or on behalf of Licensee shall be permitted outside of Licensee's assigned Premises, and no signs may be displayed on persons or otherwise outside the Premises. Distribution by Licensee of any printed materials, samples, or other articles shall be restricted to the confines of the Premises, and Licensee further agrees that it will not endorse, promote, or otherwise advertise any tradeshows other than those operated by Licensor and its affiliates in, from, or about the Premises. Licensee shall not have or operate any display or exhibit which, in the sole discretion of Licensor, is the source of objectionable noises or odors or has materials (including, without limitation, signs, lights, drawings and the costuming of personnel) that are considered by Licensor to be objectionable or to interfere with the safe and efficient operation of the Market.

(b) Product. Licensee represents and warrants that it is the manufacturer of (or is duly authorized by the manufacturer of) all product displayed in the Premises, and is duly authorized to represent such product at the Market. Licensee shall not display or sell any merchandise that is counterfeit or which in any way infringes the trademarks, copyrights, or other intellectual property rights of a third party. Breach of this covenant may result in immediate termination of this Agreement and the removal of Licensee from the Market. Licensee shall not display or sell any merchandise that tends to injure the reputation or operations of Licensor or any of its affiliates.

(c) Removal of Property. Licensee shall care for and keep the Premises in good order and shall surrender the Premises to Licensor at the close of the Market in the same condition it was in when tendered to Licensee. All exhibits must remain intact until the scheduled hour of conclusion of the Market, as such time is established by Licensor (or by HPMA, if applicable). Licensee shall be responsible for the removal of its entire display, including, without limitation, walls, floors and furniture. Licensor will not be liable for unauthorized removal of articles, merchandise, equipment, displays or property. Any personal property remaining in or about the Premises following the conclusion of the designated move-out dates will be deemed abandoned, and Licensor may dispose of same in any manner it deems appropriate without liability of any kind to Licensee. As security for performance and payment of the License Fee and other obligations required to be paid or performed by Licensee under the terms of this Agreement, and for any other amounts owed Licensor by Licensee, Licensee hereby grants unto Licensor a security interest in all installations, samples, goods, merchandise, furniture, fixtures, and other property of or in possession of Licensee, whether now owned or hereafter acquired, located in the Premises or the buildings in which the Market is held. In the event of a breach of this Agreement, Licensor at any time thereafter may exercise, in addition to its other remedies, the rights of a secured party.

(d) Compliance. Licensee shall observe and abide by these Terms and Conditions and such other rules and regulations that Licensor may adopt from time to time for the conduct of the Market and the Building. Licensee assumes full responsibility for compliance with all pertinent ordinances, regulations, and codes of duly authorized local, state and federal governing bodies, including without limitation those concerning fire, safety, and health. It is further agreed that Licensee will abide by and comply with rules and regulations concerning local unions having agreements with Licensor or with authorized contractors retained by Licensor, or owners of the property wherein the Market is held. Licensee is responsible for obtaining applicable permits or licenses required by law for operation of its business within the Premises. Licensee is responsible for the payment of all taxes, fees, and charges required by any legal authority associated with use of the Premises and/or the Building that are not the responsibility of Licensor. Without limiting the generality of the preceding sentence, **LICENSEE IS SOLELY RESPONSIBLE FOR ASCERTAINING THE EXISTENCE OF ANY EXEMPTION FROM STATE OR LOCAL SALES OR USE TAXES FOR SALES MADE FROM THE PREMISES, AND FOR TIMELY RETURNING AND REMITTING ALL REQUIRED SALES AND USE TAXES TO THE APPROPRIATE TAXING AUTHORITIES.** Licensee shall be responsible for non-permanent accessibility requirements, including, but not limited to, auxiliary aids for the visually impaired, hearing impaired and mobility impaired, meeting room arrangements and exhibition accessibility. By submitting the Application, Licensee consents to receiving communications from or on behalf of Licensor and its affiliates via telephone, email and/or facsimile at the telephone number(s) email address(es), and facsimile number(s) indicated in the Application.

(e) Hazardous Property. Licensee is expressly prohibited from bringing into the Premises or the Building any exhibit(s), equipment, vehicle(s) or material(s) that Licensor determines in its sole discretion to be dangerous to persons and/or property. Without limiting the generality of the preceding sentence, neither Licensee nor anyone acting on behalf of Licensee shall use, generate, store, or dispose of any hazardous or toxic substances (including, without limitation, asbestos and polychlorinated biphenyl) in or about the Premises or the buildings in which the Market is held.

(f) Inspection by Licensor. Licensor and its representatives shall be entitled to enter the Premises at any time for the purpose of inspecting the Premises or performing any work required or permitted to be performed by Licensor under this Agreement.

6. DIRECTORY. Licensor will list Licensee's name and Premises assignment in its official directory. Additional information pertaining to Licensee's merchandise may be included at the sole discretion of Licensor. However, Licensor will not be responsible for errors or omissions occurring in the printed directory, or for unintentional failure to include any Licensee in the printed directory.

7. PASSES AND ADMISSION. Licensee and its officers, agents, employees, and other representatives shall obtain passes from Licensor's (or HPMA's, if applicable) registration desk and wear the pass at all times while at Market. Licensor shall have the sole right to prescribe the qualifications, conditions, and times of admission to the Building, and may restrict admission to accredited buyers and condition admission upon the presentation of credentials prescribed or provided by Licensor. Without limiting the generality of the foregoing, if Licensee is participating in High Point Market, Licensee agrees not to admit any buyers to the Premises during the seven-day period prior to High Point Market.

8. MUSIC. It is understood and agreed that Licensee is solely responsible for compliance with all copyright laws respecting the performance or broadcast of live or recorded music during or in connection with the Market. The performance or broadcast of live or recorded music during or in connection with the Market is expressly prohibited unless Licensee shall have provided Licensor with evidence satisfactory to Licensor that Licensee has entered into appropriate licensing agreements with all relevant licensing agencies, including The American Society of Composers, Authors and Publishers (ASCAP) and Broadcast Music, Inc. (BMI), prior to any such performance or broadcast. In the event Licensee fails or refuses to provide such satisfactory evidence, or to terminate immediately any performance or broadcast music during or in connection with the Market, Licensor reserves the right to terminate this Agreement, with no cost, penalty, or obligation on the part of Licensor, and to remove Licensee from the Market.

9. WAIVER AND INDEMNIFICATION. The use by Licensee of the Premises and Licensee's participation in the Market are to be undertaken at Licensee's sole risk, Licensee hereby waiving any and all claims it may now have or hereafter acquire against Licensor, its owners, affiliates, employees, officers, or directors, or against the producers, promoters, organizers, or sponsors of the Market, for any property damage (including without limitation lost or stolen property), or injury to or death of persons unless such loss, injury, damage or death results solely from the gross negligence or intentional misconduct of Licensor, its agents or employees. Without limiting the generality of the preceding sentence, under no circumstances shall Licensor be liable to Licensee for indirect, special, punitive or consequential damages. Licensee expressly acknowledges that HPMA, and not Licensor, schedules and controls the High Point Market dates and that Licensor has no responsibility or liability in the event the High Point Market dates are changed or High Point Market is canceled. Licensee hereby agrees to indemnify, defend, protect and hold harmless Licensor and its owners, affiliates, members, agents, employees, contractors and other representatives from and against any and all claims, suits, liabilities, damages, losses, costs, attorneys' fees, and expenses of whatever kind or nature which might result from or arise out of (i) any action or failure to act of Licensee or any of its officers, directors, agents, employees, invitees, contractors or other representatives, (ii) the use or occupancy of the Premises, or (iii) the breach by Licensee of this Agreement. Notwithstanding the above, under no circumstances shall Licensee be required to indemnify or hold any party harmless hereunder from or against any claims, suits, liabilities, damages, losses, costs, attorneys' fees, and expenses which result solely from the gross negligence or intentional misconduct of a party indemnified hereunder.

10. INSURANCE. Licensee and its contractors, if any, shall maintain Comprehensive General Liability Insurance at its sole cost and expense for all of its activities at the Market, and shall have Licensor and any party designated by Licensor named as additional insureds on all such policies. Policy limits shall be at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage combined. Licensee and its contractors, if any, shall also maintain, at their sole cost and expense, workers compensation insurance for employees participating in the Market, as required by law. Licensee warrants that by signing this Agreement it has complied specifically with the insurance requirements set forth herein. Evidence of insurance coverage in the form of a valid Certificate of Insurance confirming the above coverages must be provided to Licensor immediately upon request.

11. OFAC REPRESENTATION. Licensee 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 Licensor is restricted from doing business with ("OFAC List"). Notwithstanding anything to the contrary herein contained, Licensee 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. Licensee shall provide documentary and other evidence of Licensee's identity and ownership as may be reasonably requested by Licensor at any time to enable Licensor to verify Licensee's identity or to comply with any legal requirement.

12. CHOICE OF LAW AND VENUE. This Agreement shall be construed and enforced under the laws of the state in which the Premises is located. Any action by either party against another arising out of this Agreement or out of conduct or activities of the parties hereunder shall be maintained in a state court located in the city and county in which the Premises is located, and Licensee hereby consents to same. Licensee irrevocably appoints the Secretary of State of the state in which the Premises is located as Licensee's non-exclusive agent for service of process or notice in any action by Licensor arising out of this Agreement or of the conduct or activities of the parties hereunder. Service of process or notice may be made (i) as provided by law; or (ii) by serving the agent personally, by mailing to Licensee a duplicate of the process or notice in an envelope with postage sufficient for certified mail, return receipt requested, addressed to Licensee, and by furnishing the agent with a duplicate of the process or notice in an envelope similarly addressed and stamped which the agent shall be required to mail.

13. NOTICE. All notices required or permitted by the terms of this Agreement shall be deemed given when deposited in the United States Registered or Certified Mail, Postage Prepaid, or with verification of delivery by facsimile, email, commercial courier or any other generally accepted means of business communication, to either party, at the address set forth for such party in the Application. Either party may change the address to which notices may be sent by giving written notice to the other party in accordance with this Section.

14. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which when fully executed shall be deemed an original and all of which shall be but one agreement. In the event of any conflict between any of such counterparts, the original or copy thereof held by Licensor, including any exhibits thereto, shall control. Signatures transmitted by facsimile or by email in portable document format and signatures electronically signed in accordance with the Uniform Electronic Transaction Act, as adopted in the in which the Premises is located, shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the parties hereto as if such facsimile were an original executed counterpart.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior written or oral contracts, correspondence, agreements, and understandings. In executing this Agreement, neither party has relied on any agreement or understanding not expressly set forth herein. Any amendment to the terms hereof shall not be valid unless in writing, signed by the parties hereto.