

2010 MATS TERMS AND CONDITIONS & SHOW RULES AND RESTRICTIONS

TERMS AND CONDITIONS

1. Agreement for Lease of Exhibit Space: The Exhibitor, by submitting the Application on the reverse side of this form, applies for the lease of exhibit space in the exhibition area of the Kentucky Exposition Center for the purpose of displaying and demonstrating equipment manufactured or distributed by the Exhibitor or services available from the Exhibitor during the Mid-America Trucking Show (the "Show"), which is scheduled for March 25, 2010 through March 27, 2010. The Exhibitor acknowledges and agrees that its Application does not become a binding and enforceable agreement for the lease of said exhibit space unless and until Exhibit Management Associates, Inc. ("Show Management") accepts its Application in writing. Show Management has the exclusive right to determine, at its sole discretion, the eligibility of any potential Exhibitor for inclusion in the Show and may reject the Application of any potential Exhibitor not deemed to be in keeping with or appropriate to the purpose of the Show. The Exhibitor, by submitting its Application, agrees to abide by the Terms and Conditions for this Agreement to Lease Exhibit Space ("Agreement") and the Show Rules and Restrictions listed herein.

2. Assignment of Exhibit Space: The Exhibitor acknowledges that it has received a copy of the Show Floor Plan from Show Management and that it has listed on its Application its order of choices for exhibit space in the exhibition area of the Kentucky Exposition Center. Show Management will make every effort to accommodate the Exhibitor's requests for specific exhibit spaces, but reserves the right, at its discretion, to assign exhibit space to the Exhibitor. Upon acceptance of the Exhibitor's Application, Show Management will notify the Exhibitor in writing of the specific exhibit space for the Exhibitor's use at the Show ("Exhibit Space"). The Exhibitor accepts the Show Floor Plan and acknowledges and agrees that Show Management reserves the right to relocate the Exhibitor to a different Exhibit Space and to modify the Show Floor Plan after acceptance of the Exhibitor's Application if Show Management determines, at its discretion, that it is in the best interest of the Show or if such a relocation or modification is required by any agency regulating the exposition area.

3. Cancellation/Refund Policy: Any change to exhibit space is subject to the terms of the "Cancellation/Refund Policy". Requests for cancellation/ reconfiguration/relocation of exhibit space must be submitted in writing to Show Management. At its sole discretion, Show Management reserves the right to relocate Exhibitor to accommodate any cancellation/reconfiguration request. Cancellation/release of any exhibit space before December 31, 2009 will result in a penalty of 25% of the total cost of the exhibit space cancelled. After December 31, 2009, the Exhibitor is liable for 100% of the total Exhibit Space cost. In no case will any refund be made for cancellation/ release of Exhibit Space after December 31, 2009.

4. Sub-Leasing: The Exhibitor will not assign, share, or sublet its Exhibit Space or any part thereof, to a third party, either with or without charge, without prior written permission of Show Management.

5. Use of Exhibit Space: The Exhibitor agrees that it will only use the Exhibit Space to display and demonstrate products and services directly related to and utilized by the trucking industry. The Exhibitor agrees that its Exhibit Space has been assigned for its exclusive use and it will not display any product or service other than those manufactured, distributed, or sold by it in its regular course of business. The Exhibitor further agrees that all demonstrations, displays and distribution of promotional materials will be confined to the limits of its Exhibit Space and that the Exhibitor's personnel will not be permitted to canvass or solicit business in any other portions of the exposition area. Exhibit Space assigned to but not occupied by the Exhibitor at the start of the show, or for any time thereafter, shall revert back to Show Management to be re-leased and occupied in any manner and for such purposes as Show Management may choose. In such event, all funds theretofore paid by the Exhibitor in relation to the Exhibit Space shall be retained by Show Management as liquidated damages, and this Agreement shall be null and void.

6. Installation and Dismantling of Exhibits: The Exhibitor agrees that installation of Exhibits for use in the Exhibit Space will be conducted based on the "Display & Vehicle Move-In Schedule" provided to the Exhibitor by Show Management in the Exhibitor Service Kit. Setup will be coordinated by the Show Decorator, who will contact the Exhibitor to schedule an installation time. Dismantling will not begin before 4:00 p.m., Saturday, March 27, 2010. Any Exhibitor found to be in violation of this policy will be subject to a \$500 fine and loss of show seniority for future exhibit space selection. No trucks, tractors, trailers or any rolling stock will be started or moved from the exhibition area before 5:00 p.m. Saturday, March 27, 2010. The Exhibitor further agrees that it will vacate the exhibition area no later than 12:00 midnight, Sunday, March 28, 2010. It is the Exhibitor's sole responsibility, at its sole cost, to install and put in place its Exhibit before the opening of the Show and dismantling and removing it immediately after the closing of the Show as set forth above. The Exhibitor agrees that any deviation from the above installation and dismantling schedule and procedure must be approved in advance in writing by Show Management.

7. Arrangement of Exhibits: The Exhibitor accepts the basic booth layout as outlined on the Show Floor Plan provided by Show Management and agrees that all displays and furnishings for use in its Exhibit Space will be at the Exhibitor's sole expense. The Exhibitor further agrees not to erect signs, partitions or to display products in such a way as to occasion injury or disadvantageously affect the display of other exhibitors. Displays in 10' x 10' booths over 4' high, may not extend more than 2' out from the back wall drapes unless prior written approval is obtained from Show Management. Plans for any questionable exhibits should be submitted by the Exhibitor to Show Management for approval prior to December 31, 2009, or within two (2) weeks of Show Management's acceptance of the Exhibitor's Application, whichever is earlier. Back wall and side drapes will be provided to the Exhibitor by Show Management for all 10' x 10' exhibits.

8. Fire Regulations: The Exhibitor agrees, as a condition of eligibility to exhibit at the Show, that all aspects of its Exhibit, including, but not limited to, its material, installation and operation, must comply with all requirements of the Kentucky State Fire Marshall and Kentucky laws and regulations relating to fire safety.

9. Insurance: The Exhibitor understands that any insurance coverage relating to the Exhibitor's participation in the Show and use of Exhibit Space therein is entirely at the Exhibitor's own expense and that proof of such insurance must be available at all times and must be produced to Show Management upon request at any time.

10. Security: A security detail will be assigned by Show Management during all hours of the Show, but Show Management does not assume responsibility for the loss of and/or damage by fire, theft or any other cause to the Exhibitor's property. The Exhibitor agrees to have an attendant present and in charge of the Exhibitor's Exhibit Space at all times during the Show's exhibition hours.

11. Limitation of Liability: The Exhibitor, on behalf of itself and its officers, directors, employees, agents, contractors, licensees, patrons, guests, assigns, parents, subsidiaries, successors, heirs, personal representatives, executors, and administrators, agrees as follows:

A. Release and Waiver of Liability: The Exhibitor waives and releases any and all rights

and claims for any injuries, losses, damages and liabilities of any kind, including, but not limited to, bodily injury and death and property damage, arising out of or relating to the Exhibitor's participation in and exhibition at the Show, against Show Management and its officers, directors, employees, agents, contractors, licensees, patrons, guests, assigns, parents, subsidiaries, successors, heirs, personal representatives, executors, and administrators (hereinafter referred to as "Releasees").

B. Indemnification: The Exhibitor agrees to indemnify, defend, and hold the Releasees harmless from and against any claims, suits, actions, injuries, losses, damages, liabilities, costs, expenses (including attorney's fees), judgments and penalties arising out of or relating to the Exhibitor's participation in and exhibition at the Show.

12. Kentucky Exposition Center Property: The Exhibitor agrees that it will compensate the Kentucky Exposition Center for any expense resulting from either injury or damage to the physical property of the Kentucky Exposition Center caused by the Exhibitor or its employees, agents, licensees or contractors arising from the use by the Exhibitor of the Exhibit Space at the Kentucky Exposition Center, including, but not limited to, the installation or removal of any Exhibits into or out of the exposition area. The Exhibitor agrees that nothing will be tacked, nailed, screwed or otherwise attached to any part of the Kentucky Exposition Center's building or property. Any item or equipment which the Kentucky Exposition Center or Show Management deem necessary to protect the Kentucky Exposition Center's building, equipment or furniture will be at the Exhibitor's expense.

13. Severability: Should any of the provisions of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

14. Governing Law: This Agreement shall in all respects be interpreted, enforced and governed under the laws of the Commonwealth of Kentucky.

15. Entire Agreement: This Agreement sets forth the entire agreement between the Exhibitor and Show Management and fully supersedes any and all prior agreements, warranties or understandings between the parties.

SHOW RULES AND RESTRICTIONS

16. In addition to the above Terms and Conditions, the Exhibitor agrees to abide by the following Show Rules and Restrictions:

A. Noisy or Obnoxious Equipment: Any equipment or apparatus producing noise, vibration or odor that could be detrimental to neighboring exhibits or guests is prohibited. Plans for any questionable Exhibit should be submitted by the Exhibitor to Show Management for approval prior to December 31, 2009, or within two (2) weeks of Show Management's acceptance of the Exhibitor's Application, whichever is earlier.

B. Complimentary Tickets: The distribution of complimentary tickets during the three (3) days of the Show, on the grounds of the Kentucky Exposition Center, is prohibited.

C. Hanging Signs: If the Exhibitor wishes to hang any object, such as a sign, from the ceiling immediately above its Exhibit Space, said item must be approved in advance by Show Management and must be hung by the Show Decorator.

D. Literature: Any distribution of literature or samples shall be restricted to materials directly related to the services or equipment of the Exhibitor. Such distributions shall be made only from the Exhibitor's Exhibit Space.

E. Promotional Stickers: The Exhibitor will not place promotional stickers on any portion of the Kentucky Exposition Center property or on attendee's badges.

F. Balloons and Food: Promotional helium-filled balloons and any and all food items are not permitted in the exhibition area without prior written permission of Show Management.

G. Sound Level and Music: Any activity within an Exhibit Space must have a sufficiently large area to accommodate the audience without causing any blockage of aisles. Also, the sound level must be low enough not to annoy or otherwise affect the use and enjoyment of the Show by other exhibitors or by guests. No music (live or recorded) is allowed in any booth without permission of Show Management. Show Management is not responsible for the Exhibitor's licensing for the use of music in any form during the show.

H. Exhibitor Personnel: Exhibitor personnel must be clothed in acceptable attire and must restrict their activities to their own Exhibit Space.

I. Official Services: The Exhibitor understands that designated official Show contractors are responsible for their area of operation and any outside contractor or worker must operate with the concurrence of the official Show contractor(s) and Show Management. An Exhibitor Services Kit with a complete index of designated Show contractors and their forms will be sent to each Exhibitor.

J. Outside Contractors: The Exhibitor agrees to supply Show Management thirty (30) days in advance of the Show, the name, address and specific service to be supplied by any contractors not designated in the Exhibitor Services Kit. Show Management reserves the right to approve the Exhibitor's use of any contractor not designated in the Exhibitor Services Kit. Any outside contractor used in accordance with this section must furnish Show Management with a Certificate of Insurance.

K. Intellectual Property and Counterfeiting: The Exhibitor is responsible for obtaining all necessary licenses, permissions and permits to use music, photographs, written materials or any other materials protected by intellectual property laws in the Exhibitor's Exhibit Space. The Exhibitor is prohibited from displaying, demonstrating or distributing promotional materials for any product which is considered by Show Management, at its sole discretion, to infringe upon the intellectual property rights, including patent, copyright and trademark rights, of another individual or entity. The Exhibitor is further prohibited from displaying, demonstrating or distributing promotional materials for any counterfeit product or any product which is otherwise deemed by Show Management, at its sole discretion, to be deceptively or illegally marketed. Show Management has the right to impose sanctions on the Exhibitor at its sole discretion including, but not limited to, immediate removal of the Exhibitor's product, displays and/or promotional materials without refund to the Exhibitor for any funds already paid; loss of the Exhibitor's Exhibit Space without refund to the Exhibitor for any funds previously paid; loss of consideration for preferred Exhibit Space at future Shows; and a prohibition on the Exhibitor from exhibiting at future Shows. All questions regarding intellectual property issues related to the Exhibitor's Exhibit Space should be addressed with Show Management prior to the first day of the Show. If intellectual property issues arise during the Show, such issues should be promptly directed to Show Management.

L. Interpretation and Enforcement of Show Rules and Restrictions: The Exhibitor agrees that Show Management is responsible for all aspects of the Show and shall have full power in the interpretation and enforcement of the Show Rules and Restrictions set forth in this Agreement. All matters not covered by the foregoing shall be determined by the final judgment of Show Management.