

**World Series of Poker
PokerPalooza!
EXHIBITOR REGULATIONS**

EXHIBIT DAYS: July 2, 3, 4, 5, 2009

**LOCATION: Rio All-Suite Hotel & Casino Pavilion Ballroom
3700 W. Flamingo Road – Las Vegas, Nevada 89103**

1. PokerPalooza!

PokerPalooza! is a Trade Show and Fan Festival sponsored by the World Series of Poker (“WSOP”) and hosted by Rio Properties, Inc. d/b/a Rio All-Suite Hotel & Casino (“Rio” or “Show Management”) providing a marketplace for various forms of merchandise, accessories and services related to the game of poker.

2. DEFINITIONS

Rio hosts PokerPalooza! (the “Show”) during the WSOP at the Rio All-Suite Hotel and Casino. The Rio Pavilion Ballroom, parking lots, air space and grounds of Rio’s hotel and casino (the “Facility”) are hereafter collectively referred to as the “Exhibit Areas”. The Booth Space Rental Application (the “Application”), these Exhibitor Regulations and any other regulations adopted by Show Management shall constitute the agreement between Rio and the Exhibitor (as defined herein) and shall be hereafter referred to as the “Agreement”. The company and executing party to the Application, all company key personnel listed in the Application and all additional persons for whom the company applied for badges are hereafter collectively referred to as “Exhibitor”. Rio and Exhibitor may each be singularly referred to as “Party” or collectively referred to as the “Parties.”

3. AGREEMENTS

A. Binding Agreement. The Exhibitor, by execution of the Application, agrees to be bound by the rules and regulations set forth in the Agreement and by any such amendments or additional rules and regulations established by Show Management. All terms and conditions of the Agreement shall be binding upon Exhibitor, its heirs, representatives or assignees and such terms and conditions cannot be modified or waived by any oral representation or promise of any agent or other person of Show Management unless such modification or waiver is made in writing and is executed by duly authorized agents of Show Management.

B. Compliance. Exhibitor agrees to comply with all rules and regulations of the Facility, including, without limitation, those relating to safety, provision of support services and compliance with collective bargaining agreements.

C. Rental Permit. Subject to the Agreement, Rio hereby licenses to Exhibitor the exclusive license to use the booth or booths listed in the Application for the display of products and services deemed appropriate for the Show by Show Management, and for no other purpose during the Show. In addition, Rio grants Exhibitor the nonexclusive use, in common with other exhibitors, of aisles and access ways of the Facility, but only during the move-in and move-out periods specified in these Exhibitor Regulations. Violations of the Agreement shall result in the revocation of this permit, the forfeiture of any advance or booth license fee made by Exhibitor, and the removal of Exhibitor and its exhibit from the Facility. Exhibitor agrees not to sublicense any or all of the booth space licensed by the Agreement. This license confers no real property interest in fee or otherwise to Exhibitor and any attempted “sublicensing” of booth space is null and void, shall constitute liquidated monetary damages, and shall result in the cancellation of the permit granted herein.

D. Admission. Admission to Show shall be by badge only, and identification badges are not transferable. Exhibitor shall obtain badges solely for personnel employed by the Exhibitor and not for dealers, distributors, contractors or suppliers of the Exhibitor.

4. LOCATION AND DATES

A. Site: The site of the 2009 PokerPalooza!
Rio All-Suite Hotel & Casino
3700 W. Flamingo Road
Las Vegas, Nevada 89103

B. Setup:
Wednesday, July 1, 2009 8:00 a.m. – 5:00 p.m.

C. Exhibits Open:

| | |
|------------------------|------------------------|
| Thursday, July 2, 2009 | 11:00 a.m. – 8:30 p.m. |
| Friday, July 3, 2009 | 11:00 a.m. – 8:30 p.m. |
| Saturday, July 4, 2009 | 11:00 a.m. – 8:30 p.m. |
| Sunday, July 5, 2009 | 11:00 a.m. – 6:00 p.m. |

D. Tear Down: Dismantling of Exhibit may not start before 6:00 p.m. on Sunday, July 5, 2009. Early dismantling will jeopardize Exhibitor’s participation in

future Shows and will result in a loss of seniority points. Dismantling of Exhibits must be completed before 11:30 p.m. on Sunday, July 5, 2009. In the event Exhibitor fails to dismantle its Exhibit by the deadline set forth in this Paragraph, Show Management shall consider all or any portion of the Exhibit materials and products abandoned by Exhibitor and title shall revert to Show Management. Show Management may, at its sole option, retain, destroy or otherwise dispose of all or any portion of such materials and products and Exhibitor shall be liable for any expenses incurred by Show Management for such destruction or other disposal.

5. APPLICATION AND FEES

A. Exhibit Space Application. Submission of an Application for Exhibit Space and/or payment for exhibit space does not guarantee that exhibit space will be assigned to Exhibitor.

B. Approval. Applications for rental of exhibit space shall be subject to the approval of Show Management. Management reserves the right to reject applications for space if it is in the best interest of the Show, as determined by Show Management in its sole and absolute discretion. Upon receipt of the signed Application by Show Management, the Agreement shall become binding and agreed to by Exhibitor. Upon receipt of full payment from Exhibitor and upon written acceptance by Show Management, the Agreement shall become binding on Show Management, subject to Show Management's right to terminate the Agreement as provided herein.

C. Fees. Exhibit space rental is \$2,500 per booth within the Exhibit, for a booth that shall not exceed 10' x 10' or 100 sq. ft. If the booth is located on a corner in the Exhibit Area, there is an additional charge of \$200. If the booth is surrounded by aisles on all sides in the Exhibit Area, commonly referred to as an island booth, there is an additional charge of \$400.

D. Payment. Exhibitor shall submit, with the application, payment as follows:

- **Deposit - \$500** per booth deposit must be received with signed Application.
- Remainder of the total booth cost due by April 3, 2009.
Checks must be made payable to:
World Series of Poker and must be mailed to:
Rio All-Suite Hotel & Casino
3700 W. Flamingo Road
Las Vegas, NV 89103
Attn: 2009 PokerPalooza!
Payment must be made in U.S. Funds only.
- Failing to make timely payments pursuant to this paragraph shall be a material breach of the

Agreement and shall affect revocation of the permit granted herein, and Rio reserves the right to allocate such forfeited space to other exhibitors. Exhibitors who fail to make timely payments may also lose seniority priority in the assignment of booth space at this and/or future Shows. These remedies are in addition to any other contractual or legal rights and remedies available to Rio.

E. Cancellation and Refunds. Request for and approval of cancellation of all or a portion of any exhibit space must be in writing. Rio shall withhold \$300 per booth as an administrative fee for any written cancellation of confirmed exhibit space received at least 60 days prior to the first day of the Show. Rio shall withhold 50% of the total rental payment made for each booth for any written cancellation of confirmed exhibit space received less than 60 but more than 40 days prior to the first day of the Show. Rio will retain 100% of the total rental payment for each booth if Rio receives from Exhibitor written cancellation of confirmed exhibit space less than 40 days prior to the first day of the Show. The Parties acknowledge that specific monetary damages incurred by Show Management as a result of such late cancellation are impossible to determine and agree that 100% of the total rental payment is a reasonable amount to compensate Show Management for its costs and expenses and is not a penalty. Thus, there will be no refunds for space canceled with less than 40 days prior to the first day of the Show for any reason whatsoever, even if the Show is sold out or booth is resold. Refunds and damages are based on full exhibit space rental cost and not the deposit. Exhibitors canceling a portion of the contract space may not apply deposits for a canceled portion to the remaining contracted space. Show Management shall not be liable for interest on any amount refunded.

6. ELIGIBILITY

A. Show Management Rights. Show Management reserves the right, acting in its sole and absolute discretion, to determine eligibility of Exhibitor for inclusion in the Show, both prior to and after execution of the Agreement.

B. Products Displayed. Products to be displayed must be poker-related products or services. In no event shall any product or service advertise, promote or designate a source of sponsorship or affiliation related in any way to an online gaming business that accepts wagers from the United States. Exhibitor agrees to advertise or display only such products that are generally used in a manner that conforms to state, federal, or other applicable laws or regulations. Exhibitor shall not display any product or display or distribute advertisements for a product that infringes upon the registered trademark, copyright, patent or any other intellectual property of another company or individual.

Exhibitor shall not display any products, promotional materials or advertisements relating to products or services other than those manufactured, marketed, provided or sold by Exhibitor. **Exhibitor shall not display, provide or offer, for no charge or for sale in an amount that is \$5.00 or less, clothing products or hats to persons attending the Show, and violation of this requirement shall result in cancellation of the Agreement, cancellation of the permit to occupy Exhibit space and forfeiture of any monies paid on account thereof.**

Show Management, in its sole and absolute judgment, will determine the appropriateness of products exhibited, and reserves the right to prohibit display or advertisement of products or services that are in violation of this paragraph or do not meet the Show objectives or conform to these regulations.

C. Booth Location Priority. Any authorized booth assignments are subject to the Show seniority rules implemented by Show Management. Companies may earn one seniority point for each year the Exhibitor exhibits in the Show and one point for each booth that the Exhibitor rents each year of the Show and one point for advertisements the Exhibitor places in the 2009 PokerPalooza! Program book, and one point for every \$1,000 spent on other sponsorship opportunities presented by Show Management.

D. Forfeiture. Seniority points are forfeited as follows:

1. Discontinuing operations of the company.
2. Sale of the company, and the acquired company does not exhibit under the name of the acquiring company or the acquired company.
3. The acquiring company sells or discontinues operations of the acquired company.
4. The sale of product, product line or name does not constitute the sale of a company. If the sale causes the exhibiting company to discontinue operations, all points are forfeited.
5. Exhibitors can lose all or a portion of their seniority points at the discretion of Show Management as the result of exhibit infractions, including, but not limited to:
 - a) An exhibit that is in violation of Show regulations that is not corrected when Show Management notifies Exhibitor.
 - b) Any action that is in violation of the Agreement.
 - c) **Subleasing, sharing or assigning of exhibit space, which is not permitted under the Agreement.**
 - d) Any behaviors of poor character that Show Management considers objectionable to the Show's well-being or anything detrimental to the image of Show Management.
 - e) Seniority points are forfeited if used to acquire exhibit space for a company other than Exhibitor possessing the points. Forfeited seniority points

are not redeemable. Show Management is the final authority on all questions regarding this policy.

- f) Failing to exhibit in the Show will result in a forfeiture of all accrued seniority points.

7. EXHIBIT SPACE PROVISIONS

- A. Equipment, Furniture, Carpet.** Standard equipment provided by Show Management for all 10' x 10' exhibit space rental includes 8' high backdrop, and 3' high side dividers to delineate exhibit spaces, and a 7" x 44" identification sign. Show Management will also provide for each 10' x 10' exhibit space rental 2 chairs, and a trash receptacle. Show Management is not responsible for the provision of any other equipment or services to Exhibitor. Exhibitor shall be responsible for payment for the cost of any electricity, plumbing, technology, rigging, and audio and visual services utilized in the Exhibitor's exhibit space, which services shall be provided by Rio. Furniture and other services are available to Exhibitor at additional cost from the official Show contractor, GES. *Freight must be shipped to GES at the address set forth in Section 10(A). Notwithstanding the above, if Exhibitor wants to utilize its own Exhibitor appointed contractor ("EAC") to provide any of the services described herein that are not services that must be provided exclusively by GES, Exhibitor must deliver to Show Management and GES, at least 30 days prior to July 2, 2009, (i) a written statement setting forth the identity and intended use of the EAC, and (ii) certificates of insurance and endorsements from EAC evidencing that it has in place the minimum insurance coverage as defined below. EAC must furnish: (i) evidence of required statutory workers compensation coverage and employers liability insurance with the following limits: \$1,000,000 each accident, \$1,000,000 disease, each employee and \$1,000,000 disease, policy limit, (ii) evidence of commercial general liability in the minimum amount of \$2,000,000 per occurrence and \$2,000,000 in the aggregate covering all operations and (iii) evidence of automobile liability insurance with the following limits: \$2,000,000 bodily injury/property damage per accident and \$1,000,000 uninsured and underinsured motorist covering all owned, hired and non-owned vehicles. The policies for commercial general liability and automobile liability shall name Rio Properties, Inc., its parents, affiliates and subsidiaries, and GES Exposition Services as additional insureds for the events covered by the Agreement. The coverage for an additional insured shall apply on a primary basis and shall be to the full limits of liability purchased by EAC even if those limits of liability are in excess to those required by the Agreement. All policies of insurance shall (1)

provide 30 days prior written notice to Rio for cancellation or material changes, 2) have a minimum A.M. Best rating of A or better, 3) be primary and non-contributory with respect to any other insurance of self-insurance program of Rio or its affiliates and 4) provide a waiver of subrogation in favor of Rio and GES. Exhibitor shall obtain from EAC and provide to Show Management and GES fully paid certificate(s) for each type of insurance required, along with a copies of the insurance policy endorsement(s) reflecting the same at least 30 days prior to July 2, 2009.

B. Linear Exhibits. All standard linear exhibits are confirmed to a maximum height of 8'3" unless on a perimeter wall. For 10' and 20' wide exhibits, any sign or display between 4' and 8' in height must be set back at least 5' from the aisle. For exhibits 10' x 30' or larger, any sign or display between 4' and 8' in height must be either: a) set back at least 5' from the aisle or b) located at least 10' from any neighboring exhibit.

C. Structural Integrity. All multistory exhibits, regardless of whether people will occupy the upper area or not and exhibits with hanging signs and all exhibit fixtures and components exceeding 12' are required to have drawings available on site for inspection by Show Management, the installation and dismantling contractor and governmental authority. These should be available from the time the erection of the exhibit is commenced until it is dismantled. Drawings must include a signature or stamp of a reviewing structural engineer, indicating that the structure design is properly engineered for its proposed use. Also, a signature is required of an authorized official of the exhibit building company indicating that the structure is built in compliance with the details and specifications set forth on the drawings. Signs must also be posted indicating the maximum number of people the structure will accommodate. Exhibitors are cautioned when installing a display with a ceiling or second level to check with the local fire department to ensure that the display meets with necessary fire safety precautions including smoke alarms, fire extinguishers, sprinkler systems, etc.

D. Hanging Signs. Hanging identification signs and graphics will be permitted to a maximum height of 18', to the top of the sign, provided written approval is received from Show Management at least 40 days prior to the Show. Hanging signs are permitted only within an Island exhibit.

E. Installation Exclusions. All exhibits must be free standing. No bolts, screws, hooks, or nails shall be driven into or otherwise attached to the walls or floor of the exhibit areas. No part of the display may be attached to or otherwise secured to the drapery backdrop or side dividers. In addition, no decals or other adhesive materials shall be

applied or affixed to the walls, pillars or floor of the exhibit areas. Exhibitor shall not post any sign of any description except within the confines of the exhibit space assigned.

F. Unfinished Areas. All open or unfinished sides of the exhibit space that may appear unsightly must be covered or Show Management will have them covered at Exhibitor's sole expense. Any portion of the exhibit bordering another exhibitor's space must have the backside of that portion finished and not carry any identification signs or other copy that would detract from the adjoining exhibit(s).

G. Sale of Exhibit. Exhibitor can sell all or part of its exhibit with removal only after the Show closes on the final day.

H. Display Rules. The Display Rules and Regulations which are included in the Exhibitor Guide and Service Manual provided to all exhibitors, are included as a part of the Agreement

I. Exhibitor Guide and Service Manual. Activities, programs, furniture, equipment and Show services are fully explained in the Exhibitor Guide and Service Manual provided to all exhibitors by Show Management. The regulations included in the Exhibitor Guide and Service Manuals are a part of the Agreement.

8. EXHIBIT SPACE ASSIGNMENT

A. Method. Space assignments shall be established by Show Management and may be changed from time to time without notice to Exhibitor in order to accommodate what Show Management determines to be in the best interest of the Show. Exhibitors' priority as determined by the Show seniority rules, described in Section 6 above, will be the predominant factor considered. Show Management, however, reserves the right to consider any factors deemed pertinent and in the best interest of the Show for the assignment of booth space. Exhibitor hereby agrees that the decision of Show Management, with regard to the assignment of booth space, shall be final and that Exhibitor shall and does waive any and all rights, claims and causes of action against, and shall hold harmless, Show Management from and with regard to any claim by Exhibitor concerning booth assignment and location.

B. Floor Plan. Space assignments shall be as indicated on the Application. However, should conditions or situations warrant, Show Management reserves the right to rearrange Exhibitor or adjust the floor plan to accommodate the best interest of the Show. The floor plan maintained by Show Management shall be the official floor plan. Changes may occur at any time to accommodate Show needs.

C. Subletting Space. Exhibitor shall not assign, sublet, share or apportion the whole or any part of the space allotted.

9. ADMISSION REGULATIONS

A. Badges. Admission to the Show is by official Show badge only. A badge must be worn at all times, including setup and teardown. Badges are the property of Show Management and are non-transferable. Exhibitor shall obtain badges solely for personnel employed by the Exhibitor and not for dealers, distributors, contractors or suppliers of the Exhibitor.

B. Pre-Show Hours Entry. Exhibitor personnel are allowed to enter the hall one hour before Show opening each exhibit day. Any Exhibitor requiring earlier entry must obtain written permission from Show Management.

C. Exiting the Hall. Exhibitors must exit the hall at the specified and posted times during setup and teardown.

10. SETUP

A. Freight. Freight should be sent to:

**Global Exposition Services
7050 Lindell Road
Las Vegas, Nevada 89118
Toll Free Phone 1-800-475-2098
Fax 1-866-329-1437
Local Phone 702-515-5970
Local Fax 702-263-1520**

If Freight is sent by Exhibitor to Rio directly, additional charges will be incurred by Exhibitor.

B. Shipping. Exhibitor shall be responsible for the cost of shipping to GES or Rio.

C. Display Installation. Installation of displays by Exhibitor shall take place only during the setup times specified in the Agreement. Booth setup must also be completed no later than 8:00 p.m. of the setup day (Wednesday, July 1, 2009).

D. Space Abandonment. Any space not claimed and occupied prior to 8:00 p.m. on Wednesday, July 1, 2009 for which no special arrangements have been made, may be resold or reassigned by Show Management without obligation on the part of Show Management for any refund whatsoever.

11. ADMISSION REGULATIONS

A. Removal of Product or Equipment. All display materials, product and equipment must remain in the exhibit hall until 6:00 p.m. on Sunday, July 5, 2009.

B. Timely Dismantle. Exhibitor agrees to dismantle its display as soon as practical after the end of the Show, but only during the official move-out hours stated in the Agreement. During the move-out hours Exhibitor shall quit the premises of the Facility, which premises shall be in good condition and repair as before Exhibitor's use thereof. Wear from ordinary use is excepted. Exhibitor further agrees to indemnify and hold Show Management harmless from and against any and all claims that may arise by virtue of damage to the premises caused by Exhibitor's display or costs paid by Show Management due to holding over by Exhibitor past its allotted time of occupancy.

C. Early Move-Out. Exhibitor shall not dismantle its exhibit prior to the move-out time. It is understood that the premature removal of exhibits detracts from the overall merit of the Show. In the event Exhibitor begins to dismantle its exhibit prior to the move-out time, Exhibitor will be subject to a loss of seniority for future Shows and/or jeopardize its ability to exhibit at future Shows.

D. Move-Out Security. Exhibitor personnel must remain in the Exhibit Area until Exhibitor's display materials are secured. All product should be securely packed before leaving the Exhibit. Show Management cannot assume responsibility for any exhibit material left unattended in the hall during move-out times. In no event shall Exhibitor allow display materials to remain in the Exhibit Areas after 11:59 p.m. on the move-out day. If display or materials remain after such time, Show Management may remove or dispose of any such items, and Exhibitor shall be liable for and agrees to pay all costs for dismantling, disposal or storage. Show Management shall not be liable for any damage to the display or materials due to their removal or storage.

12. OPERATION AND CONDUCT

A. Regulation & Restriction. Show Management reserves the right to regulate and/or restrict exhibits to suitable methods of operation and display of materials. If for any reason an exhibit and/or its contents are deemed objectionable by Show Management, the exhibit shall be subjected to removal at Exhibitor's sole expense. This reservation includes persons, things, conduct, printed matter, signs or any items of poor character that, in the sole judgment of Show Management, is detrimental to the Show. In the event such a removal or restriction is enforced, Show Management shall not be liable for refunding exhibit space rental fees or exhibit equipment rental fees. Exhibitor hereby expressly waives any and all rights, claims, actions or demand for damages, costs and

expenses, including legal fees, against Show Management, its directors, officers, agents, employees and/or servants for such amendment or removal.

B. Prohibited Displays. No animals, reptiles, birds, rodents, insects or pyrotechnics may be used as part of any exhibit or display. Robots may be used only upon the written consent of Show Management, and must be confined to the exhibit space rented. No helium balloons are permitted within the Exhibit Area. Exhibitor shall not conduct any event or engage in any activity at the Facility during the Show hours that would cause a reduction in attendance from the Show floor. Any Exhibitor who violates this rule jeopardizes participation in future Shows and will lose all Show seniority points.

C. Exhibit Obstructions. Exhibitor is not allowed to obstruct the view, occasion injury or adversely affect the displays of other exhibitors. In addition, Exhibitor and any person acting by or for Exhibitor shall not permit an exhibit, the product displayed therein, signs, displays, promotional materials or advertisements, to obstruct the view of aisles.

D. Exhibit Personnel. All personnel, models, and demonstrators must be properly clothed and dressed appropriately at all times and must confine their activities to the contracted exhibit space. Personnel may not enter the exhibit space of another exhibitor without permission from that exhibitor and at no time may anyone enter an exhibit space that is not staffed.

E. Use of Carrying Devices. Dollies, carts and other rolling devices will not be permitted on the exhibit floor during exhibit hours without the written consent of Show Management.

F. Damage. Exhibitor is responsible for all damage to property caused by Exhibitor or its personnel. Should such damage occur, Exhibitor is liable to the owner of the damaged property.

G. Advertising. Exhibitor shall not, without the consent of Show Management, distribute or permit to be distributed any advertising matter or program, including, but not limited to, literature, souvenir items or promotional materials in or about the Facility including the Facility's parking lot, outside Exhibitor's allotted exhibit space. Exhibitor shall not post any sign or poster of any description except where authorized by Show Management.

H. Food and Beverages. Exhibitors must have approval of Show Management before dispensing or distributing any food, snacks or beverage items; and any food and/or beverage items served within an Exhibitor's exhibit space

must be purchased through Rio's banquet services. Preparation of food within the Exhibit Area is prohibited.

I. Photography/Video Recording. No exhibit, performance or event presented at the Show shall be photographed, videotaped, broadcast or recorded for commercial use, sale or distribution of any kind without the express written consent of Show Management. Exhibitors shall not photograph or videotape the exhibit or product of another exhibitor. Cameras are not permitted (other than by media) unless permitted under the express written consent of Show Management and photographs have been authorized by Exhibitor. Any Exhibitor who violates this rule jeopardizes participation in future Shows and will lose all Show seniority points.

J. Authority. Show Management is the final authority on all matters relating to operation and conduct.

13. VIOLATIONS

Exhibitor shall be bound by the rules and regulations set forth herein, and by such additional rules and regulations that may be established by Show Management. Show Management shall have the power to adopt and enforce all Show rules and regulations, and its decision on these matters will be final. All matters and questions not covered by the Agreement shall be subject to the final judgment and decision of Show Management.

Any violation by Exhibitor of any of the terms and conditions herein shall subject Exhibitor to cancellation of the Agreement, cancellation of the permit to occupy exhibit space and to forfeiture of any monies paid on account thereof. Upon due notice of such cancellation, Show Management shall have the right to take possession of Exhibitor's space, remove all persons and properties of Exhibitor and hold Exhibitor accountable for all risks and expenses incurred in such removal.

If an Exhibitor observes any activities that may be in violation of the regulations, the Exhibitor is to bring the violation to the attention of Show Management.

14. LABOR

A. Exhibit Labor. All work involved in the erection, touch-up painting, dismantling, and repair of all Exhibits -- when this work is done by persons other than Exhibitor's full-time company personnel -- will fall under union jurisdiction. This work is to include wall coverings, floor coverings, pipe and drape, painting, hanging of signs and/or decorative materials from the ceiling, placement of all signs, and the erection of platforms used for Exhibit purposes.

B. Freight Handling

All work involved in the loading and unloading of all trucks, trailers and common and contract carriers, as well as the handling of empty crates and the operation of material handling equipment, is under union jurisdiction. The union also has the jurisdiction of the unloading, uncrating, unskidding, leveling, painting and assembly of machinery and equipment, as well as the reverse process.

Exhibitor may 'hand carry' material provided Exhibitor does not use material handling equipment. When Exhibitor does choose to 'hand carry' material, Exhibitor may not be permitted access to the loading dock/freight door areas.

Exhibitor is expected to comply with any union requirements in effect.

15. COMPLIANCE WITH LAWS

A. Exhibitor agrees to comply with and be bound by all applicable laws, including federal, state and local laws, rules and regulations and those policies and criteria that have been established by Show Management for use of the Exhibit Areas. This includes a prohibition against displaying any products that violate a) any Exclusion Orders or b) any trademark rights.

B. Fire Regulations/Fireproofing Codes. Exhibitor must conform to all standard fire codes of the City of Las Vegas and Clark County. All display materials must be made of fire-retardant materials and subject to fire inspector's approval. Crepe paper, corrugated paper, cardboard or other combustible materials shall be prohibited. Combustible materials, explosives, or welding are not permitted in or around the Exhibit Areas unless special permission has been granted by the Fire Marshal. Exhibitor shall not allow its display to block the view of, or impede access to, fire alarm boxes, fire hose cabinets, fire extinguishers or other safety equipment.

Smoking is prohibited in the Facility during setup and move-out and during the entire Event.

C. Inspection. All displays will be inspected during the setup days and any exhibitor deviating from the regulations must make modifications to the exhibit at Exhibitor's expense prior to Show opening.

16. ACCESS CONTROL

General overall 24-hour access control service for surveillance of the Rio Pavilion Ballroom only will be provided during the Show, from the beginning of setup to the end of move-out. Individual exhibit security, where desired, is the responsibility of, and must be obtained by Exhibitor. Show Management assumes no responsibility

for, and shall not be held responsible for materials delivered to the Exhibit Areas, for materials left in the Exhibit Areas at anytime, or for the loss of any material by any cause. Exhibitor agrees to hold harmless Rio, its parent and affiliates and each of those entities' directors, officers, agents, employees and servants from liability for damages to or loss of any items.

17. DAMAGES AND INSURANCE

Exhibitor is responsible for all damage to property caused by Exhibitor personnel. Should such damage occur, Exhibitor is liable to owner of the damaged property.

Exhibitor shall be liable for, and shall insure against, all injuries or damages caused by the acts or omissions of the Exhibitor or its employees, representatives, servants, agents, licensees, invitees, patrons, guests or contractors. Exhibitor agrees to obtain and must furnish: (i) evidence of required statutory workers compensation coverage and employers liability insurance with the following limits: \$1,000,000 each accident, \$1,000,000 disease, each employee and \$1,000,000 disease, policy limit, (ii) evidence of commercial general liability in the minimum amount of \$2,000,000 per occurrence and \$2,000,000 in the aggregate covering all operations and (iii) evidence of automobile liability insurance with the following limits: \$2,000,000 bodily injury/property damage per accident and \$1,000,000 uninsured and underinsured motorist covering all owned, hired and non-owned vehicles. The policies for commercial general liability and automobile liability shall name Rio Properties, Inc., its parents, affiliates and subsidiaries as additional insureds for the events covered by the Agreement. The coverage for an additional insured shall apply on a primary basis and shall be to the full limits of liability purchased by Exhibitor even if those limits of liability are in excess to those required by the Agreement. All policies of insurance shall (1) provide 30 days prior written notice to Rio for cancellation or material changes, 2) have a minimum A.M. Best rating of A or better, 3) be primary and non-contributory with respect to any other insurance of self-insurance program of Rio or its affiliates and 4) provide a waiver of subrogation in favor of Rio. Exhibitor shall provide to Show Management fully paid certificate(s) for each type of insurance required, along with a copies of the insurance policy endorsement(s) reflecting the same at least 30 days prior to July 2, 2009.

The Exhibitor is responsible for any and all demands on account of any injury or death, or damage to property occurring in or upon any portion of the Facility used by Exhibitor which are caused by the acts or omissions of Exhibitor, or its employees, representatives, servants, agents, licensees, invitees, patrons, guests or contractors. Exhibitor is also solely responsible for any injuries or damages sustained or caused by it in connection with the

Show whether or not they occur at the Facility. This includes, but is not limited to, booth construction, booth set-up, travel to or from the Show, activities of the Exhibitor's employees or third parties subject to the supervision of Exhibitor, or any other activities carried on in connection with the Show. Exhibitor shall defend, indemnify and hold harmless Rio, its parents and affiliates and each of those entities' respective officers, directors, employees, and agents from and against any and all claims, demands, actions, causes of actions, penalties, judgments, and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for injury to and death of persons, and damage to and loss of property which are caused by, arise from or grow out of Exhibitor's use or occupancy of the Facility or from any breach by Exhibitor of any condition of this Agreement, or from any act or omission of Exhibitor, or its employees, representatives, servants, agents, invitees, patrons, guests, licensees, or contractors. The Exhibitor agrees to make no claim for any act or omission of Rio taken in accordance with the Exhibitor Regulations.

18. DISRUPTION OF SHOW

In the event the Facility or any part thereof shall be destroyed, damaged by fire or any other cause, or if any casualty or unforeseen occurrence, including, but not limited to, Acts of God or Government, strikes or civil riot, shall render the fulfillment of the Agreement impractical or impossible, then and thereupon the parties to the Agreement shall amend the Agreement in a fashion that shall be mutually acceptable or the Agreement shall be terminable by Rio at its option. In the event that the Agreement is terminated, Exhibitor shall receive a rebate of exhibit fees for that portion of the permit remaining after the Agreement shall have been terminated less Exhibitor's proportionate share of the expenses incurred by Rio for the promotion and production of the Show. Exhibitor hereby waives any other claim for damages or compensation for such termination.

No monies will be returned should the dates or location of the Show be changed by Show Management, but Exhibitor will be assigned space that the Exhibitor agrees to use under these same rules and regulations. Show Management shall not be financially liable in the event the Show is interrupted, cancelled, moved or dates changed except as provided herein.

19. WAIVER OF LIABILITY

Rio shall not be responsible for any damage or injury that may happen to Exhibitor or Exhibitor's agents, servants, employees or property from any cause whatsoever except the gross negligence or willful misconduct of Rio, its servants or employees, arising out of Rio's duties and responsibilities under the Agreement during the period

covered by the permit granted herein. Exhibitor expressly releases Rio, its parents and affiliates and each of those entities' respective directors, officers, agents, employees and/or servants from, and agrees to indemnify such persons against any and all claims, costs and expenses, including legal fees, demands, payments, actions, judgments and liabilities of every kind and character whatsoever for any such loss, damage or injury.

Show Management, its staff, employees or agents assume no responsibility or liability whatsoever in matters relating to restrictions imposed on any Exhibitor by any governmental agency.

20. ASSIGNMENT

Assignment of the Agreement or any portion thereof, or any of the rights arising hereunder by Exhibitor is hereby expressly prohibited. Any assignment in violation of this section constitutes a cancellation of the Agreement and a forfeiture of any advance or fee paid by Exhibitor.

21. INDEMNITY

Exhibitor agrees to conduct its activities within the Facility so as not to endanger any person lawfully thereon or property therein and to defend, indemnify and save harmless Rio, its parents and affiliates and each of those entities' respective officers, directors, agents or employees and servants against any and all claims, costs and expenses, including legal fees, demands, payments, actions, judgments and liabilities of every kind and character whatsoever (including court costs and reasonable attorneys' fees) arising out of the activities or omissions of the Exhibitor, its employees, representatives, agents, licensees, invitees, patrons, guests or contractors. Such indemnification payments shall be payable upon demand. If the Facility, or any portion thereof shall be damaged through the terms of the Agreement by the act, default or negligence of Exhibitor, its employees, representatives, agents, licensees, invitees, patrons, guests, contractors or any person admitted to the Facility by Exhibitor, Exhibitor shall pay to Rio upon demand, such sums as may in total be necessary to restore the Facility to its present condition. Exhibitor hereby assumes full responsibility for the acts and conduct of all persons acting for the Exhibitor.

22. HOLD HARMLESS

As against Show Management, Exhibitor hereby expressly waives any right and all claims, action and demand for damages, cost and expenses, including legal fees, resulting from any or all acts committed by the Exhibitor in violation of the Agreement.

23. EXHIBITOR REPRESENTATIVE

The executor of the Application is an official representative of Exhibitor and has the authority to act on behalf of Exhibitor in all matters relating to the Show.

REMINDER:

The Application, these Exhibitor Regulations and the Exhibitor Guide and Service Manual (to be distributed at a later date) and any other rules and regulations to be provided by Show Management, constitute a legally binding agreement between Rio and the Exhibitor upon receipt of full payment from Exhibitor and acceptance in writing by Rio, subject to Show Management's right to terminate the Agreement as provided herein.

24. GAMING REGULATIONS

Exhibitor acknowledges that Rio conducts a business that is subject to and exists because of privileged licenses issued by government authorities. As a holder of a privileged gaming license, Rio is required to adhere to strict laws and regulations regarding vendor and other business relationships. If, acting in its sole and absolute discretion, Rio determines that Exhibitor, its parents, subsidiaries or affiliates, or any of those entities' officers, directors, agents, servants or employees violate any applicable statutes or regulations regarding prohibited relationships with gaming companies in any jurisdiction, or if Rio determines (acting in its sole and absolute discretion) that Exhibitor, its parents, subsidiaries or affiliates or any of those entities' officers, directors, agents, servants, employees (or any individual or entity with whom Exhibitor has or has had any affiliation or relationship of any kind or nature whatsoever) is, may be, or is about to be engaged in any act that Rio believes (a determination made by Rio acting in its sole and absolute discretion) does or could impact or affect the business of Rio, its parent or affiliated entities, or any license held by those entities, or that Exhibitor's relationship with Rio or any other person or entity does or could have this impact or effect, Rio shall have the right to terminate the Agreement immediately (without requirement of notice to Exhibitor) and with no further liability to Exhibitor. If the Agreement requires that Exhibitor be licensed as a vendor by any federal, state, and/or local gaming regulatory agency ("Gaming Authorities"), then Exhibitor shall secure said licensing at its sole cost and expense. It is fully understood by and between the parties that licensure of Exhibitor with any applicable Gaming Authorities, if required, shall be and is a condition precedent that must be met before Rio can proceed with the Agreement. In the event Rio terminates the Agreement based upon any reason, matter or thing described in this Paragraph, Exhibitor agrees that it releases Rio from and against any claim of any kind or nature whatsoever arising out of or related to the execution of the Agreement or its termination and Exhibitor agrees that it shall defend and indemnify Rio

from and against any claim by any third party arising out of or related to said execution or termination. The duty to defend and indemnify shall include payment to Rio of all costs and reasonable attorney's fees incurred by it in the defense of any claim and Rio shall control the defense of all such claims.

25. COMPLIANCE WITH LAWS

Exhibitor shall, at such Exhibitor's cost and expense, perform the obligations required of Exhibitor under the terms of this Agreement in such a manner so as to conform to and comply with all laws, statutes, ordinances, orders, rules, regulations and requirements of any federal, state or municipal governmental or quasi-governmental entity or agency, whether now in existence or enacted after the execution of this Agreement. Applicable laws, statutes, ordinances, orders, rules and regulations include, but are not limited to: (i) that contained within the Internal Revenue Code and Nevada Revised Statutes related to the recording, collection and remission of proper payment of amounts due and owing to federal and state income tax agencies; (ii) that contained within the United States Code related to the Federal Insurance Contribution Act and the Federal Unemployment Tax Act; (iii) that contained within Nevada Revised Statutes related to the recording, collection and remission of proper payment of amounts owed for Nevada state sales tax; and (iv) the ordinances of Clark County, Nevada related to the activities to be conducted in the Facility. The aforementioned list is intended to be illustrative and not exclusive.

26. SECURITY

Rio may, but shall have no obligation to, conduct a background check on any and all of Exhibitor's agents, servants or employees. Rio may, acting reasonably but in its sole and absolute discretion, prohibit any of Exhibitor's agents, servants or employees from being present on Rio's property at any time. At Rio's request, Exhibitor shall dismiss or remove from Rio any of Exhibitor's Representatives already on Rio's property, at Rio's sole request. Exhibitor shall use its best efforts to assist and cooperate with any investigation initiated by Rio's personnel involving any of Exhibitor's Representatives (as defined herein). If Exhibitor maintains a crime insurance policy or bond that provides coverage for losses caused by the criminal acts of Exhibitor's Representatives, Exhibitor shall name Rio Properties, Inc., its parent and affiliates and each of those entities' directors, officers, agents, servants and employees as additional insureds under such coverage and shall provide Rio with evidence of such coverage upon request. Exhibitor's Representatives shall comply with Rio's security procedures (now existing or hereinafter coming into existence) at all times, and if any of Exhibitor's Representatives is found in violation of such

procedures by Rio, Rio may immediately remove said individual from Rio's property.

27. RELATIONSHIP OF THE PARTIES

During the term of the Agreement, the relationship of Exhibitor to Rio shall, at all times, be that of an independent contractor. Neither Exhibitor nor Exhibitor's Representatives (as defined herein) shall in any event be considered employees of Rio and neither Exhibitor nor Exhibitor's Representatives shall be entitled to any benefits to which an employee of Rio would normally be entitled. The Agreement is not intended to create (nor shall it ever be deemed to have created) a partnership, joint venture, or any other similar relationship between the Parties, and neither Party shall have the right or authority to assume or otherwise create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party, or to bind the other Party in any manner whatsoever.

28. WAIVER AND AMENDMENT

Rio shall not be deemed to have amended or waived this Agreement or any of its provisions, unless pursuant to a writing signed by a member of Rio's Senior Management. Additionally, no failure or delay in, (i) exercising any right or remedy; or (ii) requiring the satisfaction of any condition described in this Agreement, and no course of dealing between the Parties shall operate as a waiver or estoppel of any right, remedy or condition described in this Agreement and Exhibitor shall not assert the same against Rio. A waiver made in writing on one occasion is effective only in that instance and only for the specific purpose that it is given and is not to be construed as a waiver with regard to any future occasion or instance. To the extent any course of dealing, act, omission, failure, or delay in exercising any right or remedy under this Agreement constitutes the election of an inconsistent right or remedy, that election does not a) constitute a waiver of any right or remedy; or b) limit or prevent the subsequent enforcement of any provision of this Agreement. No single or partial exercise of any right or remedy under this Agreement precludes the simultaneous or subsequent exercise of any other right or remedy available to Rio under this Agreement or law. The rights and remedies of Rio set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now known or hereinafter coming into existence in law, in equity or by statute.

29. CONTROLLING LAW

The laws of the State of Nevada (without giving effect to its conflicts of law principles) shall govern all matters arising out of or relating to this Agreement and all of the matters it contemplates including, but not limited to, the

validity, interpretation, construction, performance and enforcement of each of its covenants, terms, conditions, representations and warranties contained herein.

30. JURISDICTION

The Parties agree that any Party bringing any action or proceeding against any other Party arising out of or relating to this Agreement or the matters contemplated herein shall bring the action or proceeding in the Courts of Nevada's Eighth Judicial District located in Clark County, Nevada and that said Courts shall be the exclusive forum in which any Party may bring any action or proceeding. The Parties agree that the choice of this exclusive forum for dispute resolution shall not prohibit the enforcement of any judgment or other Court Order in any other forum. Exhibitor hereby consents and submits to the personal jurisdiction of the Courts of Nevada's Eighth Judicial District and agrees that said Courts shall have exclusive subject matter jurisdiction to resolve any action or proceeding arising out of or relating to the subject matter of the Agreement. Exhibitor further agrees to accept and not to contest the propriety of service of process made in accordance with any of the means provided in Paragraph 37 of the Agreement.

31. ATTORNEY'S FEES, COSTS AND OTHER EXPENSE

If any action (whether occurring in the form of the filing of a formal lawsuit, arbitration, mediation or any other form of dispute resolution, all of which shall be collectively referred to herein as, "Proceeding") is commenced by Rio arising out of or related to the interpretation or enforcement of any of the covenants, terms, conditions, representations or warranties contained in the Agreement, Rio shall be entitled to recover (and the Exhibitor shall pay to Rio), all (i) reasonable attorneys' fees of Rio; (ii) court costs; and (iii) expenses, even if not recoverable by law as court costs (including, without limitation, all fees, taxes, cost and expenses incident to any Proceeding). For purposes of this Paragraph, the term "attorneys' fees" shall include, without limitation, paralegal fees, investigative fees, expert witness fees, administrative costs, disbursements, and all other charges billed to Rio. It is further understood that items (i) – (iii) herein shall also include those amounts paid or payable by Rio to any third party arising out of or relating to a claim by said third party against Rio for indemnity, whether contractual or otherwise.

32. CAPTIONS

The descriptive headings of the Paragraphs, sections and subsection of the Agreement are for convenience only and do not constitute a part of the Agreement. The Parties do not, in any way, intend for these headings to modify,

amplify or give full notice of any of the covenants, terms, conditions, representations or warranties contained in the Agreement.

33. NUMBER AND GENDER

Any reference in the Agreement to the singular shall include the plural where appropriate, and any reference in the Agreement to the masculine gender shall be deemed to include feminine and neuter genders, where appropriate.

34. SEVERABILITY

Each covenant, term, condition, representation and warranty contained in the Agreement and any attachment and/or addenda shall for all purposes be construed to be a separate and independent covenant, term, condition, representation and warranty. If any covenant, term, condition, representation or warranty contained in the Agreement (or any portion therein), or the application thereof, to any person or circumstance shall be determined to be invalid or unenforceable, said covenant, term, condition, representation or warranty shall be re-written in such a manner so as to make said provision valid such that the obligation of the Parties shall remain as close to that as was required of each Party based upon the language as originally drafted. If said provision cannot be re-written so as to make the same valid or enforceable, said covenant, term, condition, representation or warranty to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term, condition, representation and warranty remaining shall be valid and shall be enforced to the extent permitted by law.

35. COUNTERPARTS

The Parties may execute the Agreement in multiple counterparts, each of which shall constitute an original, and all of which shall, collectively, constitute only one agreement. The signatures of all Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering the Agreement in the presence of the other Party to the Agreement. The Agreement shall be effective upon the delivery of one executed counterpart from each Party to the other Party. In proving the Agreement, a Party must produce or account only for the executed counterpart of the Party to be charged.

36. FINES, PENALTIES AND INTEREST

Exhibitor agrees that it shall reimburse Rio upon demand for all fines, penalties and interest or any other levies assessed against Rio, (including, but not limited to, its real property) by reason of any act of any kind or nature whatsoever of Exhibitor or those acting on its behalf

hereunder as a result of Exhibitor's failure (or those under its direction or control) to fulfill the covenants, terms, conditions, representations or warranties of Exhibitor contained herein.

37. NOTICE

Each Party giving or making any notice, request, demand, consent or any other communication pursuant to this Agreement shall: a) give the notice in writing; b) cause the notice to be signed by an authorized representative of that Party; c) use one of the following methods of delivery, each of which for purposes of the Agreement shall be deemed to be a writing: (i) personal delivery; (ii) registered or certified mail, in each case, return receipt requested and postage prepaid; (iii) nationally recognized overnight courier, with all fees prepaid; or (iv) facsimile. Each Party giving a Notice shall address the Notice to the appropriate person/entity listed herein below in this Paragraph 37. Notice shall only be effective if the Party giving notice has complied with the requirements contained herein related to the form of Notice and delivery. Delivery shall be deemed to have completed if hand-delivered, or 3 days after mailing by registered or certified mail return receipt requested postage prepaid, or 1 day after depositing with a nationally recognized overnight courier. All such notices shall be delivered to the Parties as follows:

| | |
|------------------------------|---------------------------------|
| To Rio and/or WSOP: | To Exhibitor: |
| Rio Properties, Inc. | To the address stated on |
| 3700 W. Flamingo Rd. | the Application |
| Las Vegas, NV 89103 | |
| Attn: General Manager | |

With a copy to General Counsel, One Caesars Palace Drive, Las Vegas, NV 89109. Rio or Exhibitor may at any time change the address to which notices should be mailed by sending written notice to the other of such change in the manner provided. Regardless as to any other language contained in this Paragraph 37, if any Notice is received after 5:00 p.m. on a business day (the term, "business day" shall mean Monday through Friday, excluding federally recognized holidays) where the addressee is located or on a day that is not a business day where the addressee is located, then the Notice shall be deemed received at 9:00 a.m. on the next business day where the addressee is located.

38. SURVIVAL

The representations and warranties set forth herein which, by definition, are intended to survive termination or completion of the Agreement shall survive. Without limitation, survival means that the designated surviving provisions that become the subject of a claim or actions shall survive until either the later of (i) the claim is resolved or the action is final (including any appeals); or

(ii) payment in respect of any claim or action, if any is owing, is paid and written confirmation of payment is received by the Party to whom payment is owed.

39. MERGER AND CONFIDENTIALITY

The Agreement, including all attachments referenced herein and such additional rules and regulations established by Show Management shall not be supplemented, amended or modified by any course of dealing, course of performance or usage of trade. The Agreement, including all attachments referenced herein, and such additional rules and regulations established by Show Management, contain the entire agreement between the Parties and all understandings and agreements heretofore between the Parties related to the subject matter hereof are merged into the Agreement, and the Agreement shall supercede all previous agreements between the Parties related to the subject matter hereof, whether oral or in writing, implied, or express and the Agreement may only be amended or modified by a written instrument duly executed by officers of both Parties.

A. Neither Party has relied upon the making of any covenant, term, condition, representation or warranty of the other Party that is not included in the Agreement in connection with its making of or agreement to enter into the Agreement. Each Party has relied upon its own examination of the Agreement and the counsel of its own advisors in connection with its willingness to enter into the Agreement and be bound by its terms. The failure or refusal of either Party to read the entire Agreement or other related document, or to obtain legal or other advice relevant to the Agreement, constitutes a waiver of any objection or claim that might have been based upon such inspection or advice.

B. "Confidential Information" shall mean all information relating in any manner to Rio or its business (including, but not limited to, financial statements, budgets and projections, customer identities, potential customers, employees, suppliers, servicing methods, equipment, programs, strategies, analyses, profit margins and any other proprietary information) however documented and however coming into the possession of Exhibitor, or that may later be provided or shown to Exhibitor or any of its representatives. The term "Representatives" means, with respect to Exhibitor, any of its directors, officers, employees, agents, consultants, advisors, or other representatives. Regardless as to any other provision in the Agreement, Rio's failure to identify information as "Confidential Information" shall not be deemed an acknowledgement or admission by Rio that the information is not confidential or a waiver by Rio of any of its rights with respect to the information. During and after the term of the Agreement, Exhibitor shall cause each of its Representatives to keep the Confidential Information

confidential and shall cause its Representatives not to disclose any of the confidential information to any person except with the prior written consent of Rio or use any of the Confidential Information in any way detrimental to Rio (it being understood that any use is detrimental outside of that which is necessary for Exhibitor to fulfill the covenants, terms, conditions, representations and warranties contained in the Agreement). Exhibitor may disclose Confidential Information to its attorneys and accountants it engages. Exhibitor may also disclose Confidential Information in response to a lawfully issued subpoena or other Court Order, with the understanding that it shall, immediately upon receipt of such a request or Court Order, give written notice to Rio and consult with and assist Rio (at Rio's expense) in efforts to seek to obtain an injunction or other relief Rio deems appropriate to prevent disclosure and/or a protective order or other assurance Rio deems reliable that confidential treatment will be accorded to any Confidential Information for which disclosure is sought by any third party.