

2010 APPLIED SUPERCONDUCTIVITY CONFERENCE EXHIBIT CONTRACT RULES & REGULATIONS

SPACE RENTAL

EXHIBIT MANAGEMENT The word "Management" used herein refer to Applied Superconductivity Conference, Inc. © (ASC)

LOCATION, DATES & HOURS The exhibit location, dates and hours will be as indicated in the 2010 Applied Superconductivity Conference Exhibitor Prospectus. Management reserves the right to make changes in the exhibit dates and/or hours; however, such changes will be made known as far in advance and possible.

Additional company personnel may attend as either additional Full Conferences attendees or as Exhibit Only personnel. Those wishing to attend the 2010 Applied Superconductivity Conference technical sessions and social events must register as Full Conference participant on the Exhibit Application & Contract (registration fees will be made available n the ASC 2010 website at the beginning of April). Those wishing to attend the Conference Refreshment Breaks but will not be admitted to the technical sessions. The Exhibit Only registration does not include the banquet and the issue of the IEEE Transactions on Applied Superconductivity.

CANCELLATION If written notice of cancellation is received by June 16, 2010 and administrative fee of 20% of the total booth fee will be retained. Cancellations after June 16, 2010 will result in forfeiture of the exhibit fee.

CONSTRUCTION, INSTALLATION AND USE OF EXHIBITS

ARRANGEMENT OF EXHIBITS The space provided will be shown on the floor plan insofar as possible, but Management reserves the right to make changes at any time in location, size and display limits of a booth if it is in the best interest of the show or in excess of the Exhibit Site load limits (contact Management for additional information).

Exhibit floor weight-bearing capacity is 150 lbs per square foot. Exhibitors may not place objects weighing more than 150 lbs. per square foot in their booth – this is an absolute limit and no exceptions will be made. Violations will not be permitted. Any damage caused by excess weight or by the setting up, installation, use, exhibitor or removal of any object exceeding this weight will be repaired at the exhibitor's expense.

Exhibitors agree to arrange their exhibits so as not to obstruct the general view of nor hide other exhibits. A maximum back wall height on linear booths is restricted to 8 feet, with a 4 foot height restriction imposed on all materials in the remaining space forward to the aisle. No partitions other than the side rails provided by Management are allowed unless specifically approved in advance. The entire cubic content of an island booth may be used up to the maximum height of 12 feet, including signage. Exhibitors may not project beyond the space allotted and aisles must be kept clear of traffic.

The installation and dismantling of prefabricated displays comes under the jurisdiction of the carpenters' union. However, two (2) full-time exhibiting company employees may work without Carpenter Labor for one(1) hour on the installation (move-in) and one (1) hour on the dismantle (move-out) without union labor on booths that are larger than 10' x 10'. Exhibitors may work in booths 10' x 10' or smaller without the use of union labor. Exhibitors are not permitted to use POWER TOOLS (electric drills, power saws, etc.) on booths of any size. Manual tools such as hammers, screwdrivers, ratchets, pry bars, etc. are allowable for exhibitor use within size and time limitations. Exhibitors may not borrow tools, ladders or other equipment from the exhibit facility and/or Freeman.

Freeman is responsible for maintaining in and out traffic schedules at the exhibit site. Even local exhibitors should clear all movements of exhibit materials through the decorator as they will have priority at the unloading area at all times. Exhibitors may also handle their own freight provided the material can be hand carried to and from the booth via accepted freight entrances, or if transport of large items can be done using two-wheeled hand trucks of four-wheeled mover-type dollies provided by the exhibitor.

Electrical installation is exclusively managed by the Omni Shoreham Hotel and must conform to regulations and to all national, state and local codes. Information and order forms will be included in the exhibit service kit provided by the decorator.

USE AND PURPOSE OF EXHIBIT SPACE No Exhibitor may sublet, assign or apportion any part of the assigned space, or represent, advertise or distribute literature for the product of service of any other firm or individual except as approved in writing by Management.

All exhibits must be adequately staffed during exhibition hours. In addition, exhibitor agrees not to dismantle his booth or to do any packing before the closing hours of the exhibit.

RESTRICTIONS The exhibit is scientific and educational; over-the-counter sales during the show are prohibited.

Management may prohibit distribution of souvenirs, advertising matter or anything else it considers objectionable. Distribution elsewhere than from within an exhibitor's booth is forbidden.

No materials may be posted, nailed or otherwise affixed to walls, doors or other surfaces in a way that might deface the premises or booth equipment and furniture. Any damage is payable by the Exhibitor.

Management reserves the right to restrict, prohibit or eject any exhibit, in whole or in part, which because of noise, safety hazards or for other prudent reasons becomes objectionable, if an exhibit or exhibitor is ejected for violation of these rules and regulations, no return of rental shall be made.

Exhibitor agrees not to sponsor group functions that conflict with any official Conference program, except as approved by Management. Please check the website (www.ascinc.org) for information regarding ancillary meetings, hospitality suites, receptions, etc.

DECORATION OF EXHIBITS An exhibit service kit will be provided prior to the conference and exhibition which will include information on labor, drayage, furniture, lighting, telephones and electricity. It is the responsibility of the Exhibitor to abide by the regulations and deadlines contained therein. All shipments to the Exhibit Site should be marked with the Exhibitor's name, booth number, company name, address, phone number and Show name. A complete shipping address will be provided within the exhibit service kit.

MATERIAL HANDLING One individual from each exhibiting company is permitted one trip to hand-carry items into the exhibit facility. The exhibitor use of dollies, hotel baggage carts, flat trucks and other mechanical equipment, is *not* permitted. Freeman will control access to the trade show floor which includes access from the loading docks and/or all doorways into an exhibit facility. This will help to provide a safe and orderly move-in/move-out. Unloading or reloading of any freight into the exhibit hall by any and all private vehicles and contracted carriers will be handled by Freeman. Rates for material handling services are enclosed in this exhibitor service manual.

Freeman shall be the sole authority on all matters in the DOCK area. This shall include but not be limited to such items as assignment of dock space and loading or unloading of all materials and equipment.

Any conflicts or disagreements regarding the union jurisdictions or interpretations thereof should be resolved with representatives of Freeman and Show Management.

SPECIAL REQUESTS Helium, Nitrogen, Oxygen and Nitrous oxide tanks are allowed on the event floor with prior approval by the Fire Marshal, Tanks must be properly labeled for contents and firmly secured in the upright position, with valves protected against damaged. Nitrous oxide and Oxygen tanks over 250 cubic feet are prohibited. Oxidizing gases (Oxygen or Nitrous oxide) in amounts in excess of 503 cubic feet may only be used in public assembly areas under permit for Hazardous Materials.

All special requests should be directed to the Omni Shoreham Hotel **PRIOR** to submitting the exhibit application & Contract Agreement and full payment. Special requests could be, but are not limited to, needs for cooling water and drains, electrical requirements to accommodate the use of a compressor, chemical mixtures and liquid hydrogen. If your request can be accommodated and is approved, you will receive confirmation from Freeman Decorating by email. Please complete the Special Needs section on the Exhibit Application & Contract Agreement and attach the confirmation received from Freeman Decorating.

DISABILITY PROVISIONS Exhibitor represents and warrants 1) the exhibit will be accessible to the full extent required by law, 2) the exhibit will comply with the Americans with Disabilities Act (ADA) and with any regulations implemented by the Act. Exhibitor agrees to indemnify and hold harmless Management and Show Floor Manager, their officers, directors, agents and employees from any action arising from the exhibitor's non-compliance with ADA and any regulations implemented by the Act.

LIABILITY

SECURITY Management will provide guard service and will take reasonable precautions to safeguard Exhibitor's property. However, the provision of this service shall not be construed as an assumption of obligation or duty with respect to the protections of the Exhibitor's damage, theft or destruction of Exhibitor's property.

SUPPLIERS Exhibitor acknowledges that Management does not own, operate, or in any other manner exercise any control of influence over third party suppliers to the exhibit, and the Management acts solely as exhibitor's agent in arranging with such suppliers for the provision of goods and services for the exhibit. As such, Management does not assume any responsibility for and cannot be held liable for any personal injury, property damage or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by any wrongful or negligent acts or omissions on the part of any of the suppliers, their employees, or any other party not under the control of Management.

INSURANCE Exhibitor agrees to maintain general liability insurance in an amount not less than One Million Dollars (\$1,000,000) to cover its potential liabilities under this Agreement, and to name Management and the Omni Shoreham Washington as additional insured's under exhibitor's liability policy for the period of the exhibit including move-in and move-out periods.

LIABILITY Neither Management nor the Omni Shoreham Washington will assume responsibility for the safety of the property of the exhibitor, his officials, agents or employees, from theft, damage by fire, accidents or other causes but will use reasonable care to protect them against such loss. It is suggested that each exhibitor insure his property against loss and theft. The exhibitor agrees to make no claim against Management or Omni Shoreham Washington, and will protect, indemnify, defend and save the above-named harmless from any and all losses, costs, damages, liability, or expenses (including attorney's fees) arising from or by reason of any accident, bodily injury, property damage, theft or loss, or other claims of occurrences to any person, including exhibitor, its employees and agents, or any business invitees, arising out of or related to exhibitor's occupancy or use of the exhibitor premises in the exhibit or in and adjacent to the Omni Shoreham Washington including storage and parking areas.

Management will not be liable for the fulfillment of this contract as to the delivery of space if non-delivery is due to the following causes: by reason of the building being destroyed by fire, act of God, public enemy, strikes, the authority of law, or for any other cause beyond its control. In the event of it's not being able to hold the exhibit for any of the above named reasons, Management will refund to each exhibit the amount he paid for the space, less a proportionate share of all the expense incurred by Management for the exhibit.

RULE CHANGES

Management reserves the right to modify or supplement these rules as it deems appropriate to the operation of the exhibit, and exhibitor, its employees or agents shall, at the option of Management, constitute cause for Management to terminate this Agreement, expel exhibitor from the exhibit, and exhibitor shall forfeit all fees paid to Management.