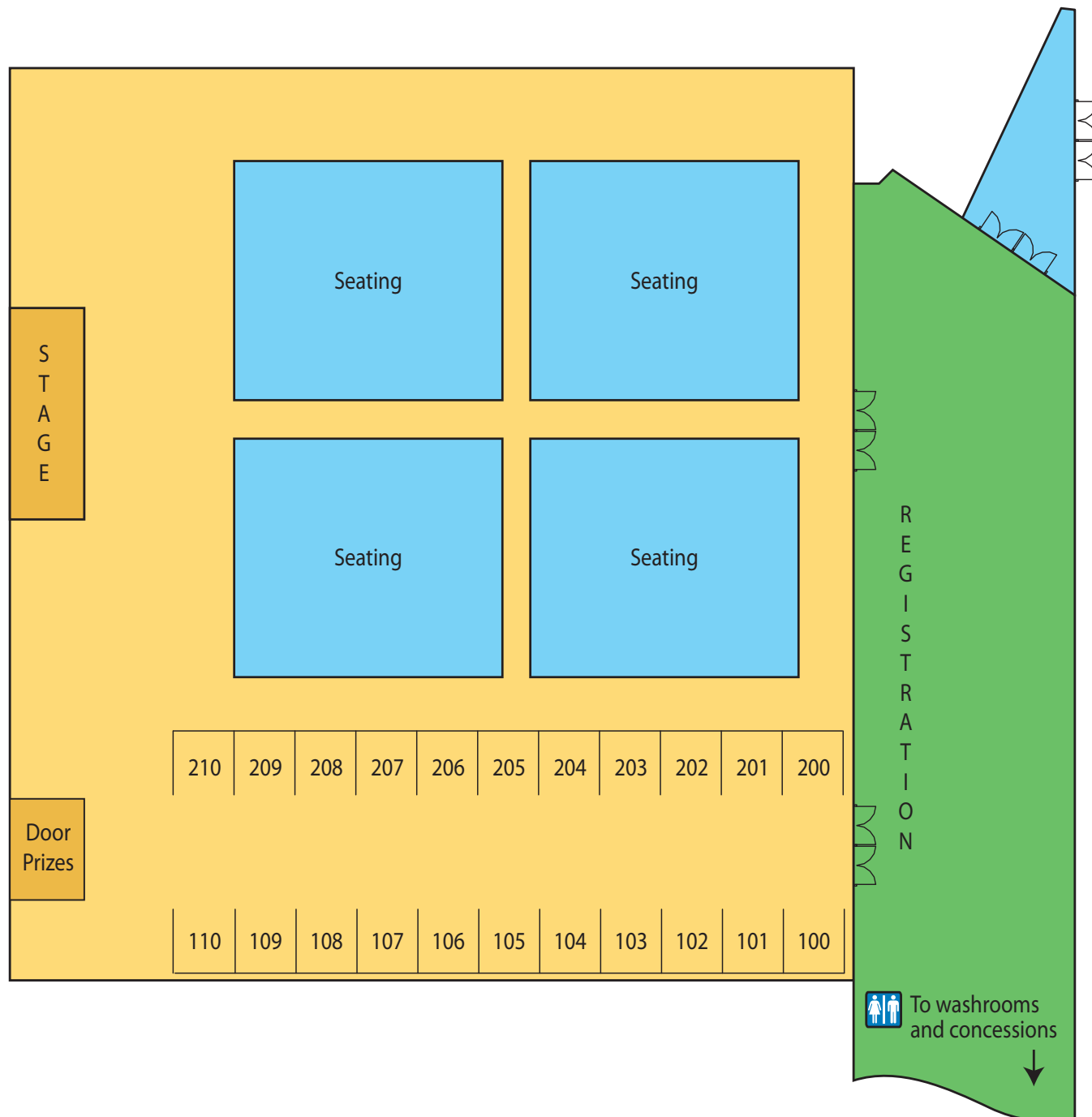


2009 WINTER TEXANS' SNOWBIRD EXTRAVAGANZA

South Padre Island Convention Center • February 3-4, 2009



Subject to change.

Medipac Communications Inc. is dedicated to hosting the most successful Extravaganzas and Lifestyle Presentations for snowbirds and seniors across North America. We strive to make all our events enjoyable and profitable for all parties involved. This includes the Exhibitors, the entertainment, the hosting facility and most importantly, the visitors, without whom the show would not go on. As such, Medipac Communications is committed to its preservation of quality, and strictly adheres to the show rules and regulations that have grown from over 12 years of industry experience and astronomical successes.

Medipac Communications' show Rules and Regulations are presented below. By signing on as a participant or Exhibitor to any Medipac Event, the Exhibitor agrees to follow all rules and regulations contained therein.

Medipac Show Rules and Regulations

Hereinafter,

"Exhibitor" shall include all employees, staff and agents of any company, partnership firm or individual, to whom space has been allocated, rented, leased, or donated for the purpose of Event participation.

"Event" shall refer individually or together as a series to those events for which Medipac is the host, namely Snowbird Extravaganzas, Winter Information Meetings and Snowbird Lifestyle Presentations.

"Venue" shall represent the hall, center, building, arena, hotel, fair grounds, or other such place where Medipac hosts its Events.

Booths

SET-UP and TEAR-DOWN:

Each Event will have specific times and dates when entrance into the hosting facility will be permitted for the purpose of setting-up and taking down booth systems and displays. These times will be sent to you at least 2 weeks in advance and are subject to change without notice.

BOOTH PLACEMENT:

Medipac reserves the right to allocate the location of each Exhibitor's booth space and, at any time, (including during the show), may relocate or change the placement of any Exhibitor's booth.

ALTERATIONS:

Exhibitors will at no time make alterations to booth areas, including size and location. Should any such alterations will be made, or if the Exhibitor will not comply, their respective booth will be removed without any compensation or recourse to the Exhibitor.

Medipac reserves the right to have access to booth areas and systems and to make alterations, move booth systems and/or displays to ensure the proper flow and integrity of the Event.

ACTIVE PARTICIPATION:

Exhibitors will ensure that their respective booth systems and assigned areas are staffed at all times during the show hours of the Event and that assigned areas are maintained in a clean and presentable state throughout the Event.

MACHINES and NOISE:

Exhibitors are prohibited to operate any machine that emits an unacceptable noise, causes electrical interference, or is otherwise considered a nuisance to other participants and visitors.

COMPETITIONS and DEMONSTRATIONS:

Demonstration areas must be organized within the Exhibitor's space so as not to interfere with any aisle traffic or other participants.

At no time are competitions of any kind to be conducted unless prior written approval is provided by show management.

SUBLETTING:

Exhibitors may not assign sub-let or grant licenses in respect of the whole or any part of the stand. Cards, advertisements, or printed matter of persons or firms other than that of the Exhibitor will not be permitted for distribution.

ACTS OF GOD:

Medipac will not be liable for delivery of space in the event of the Venue becoming unavailable through fire, acts of God, public enemy, strikes, the authority of the law, or any other cause beyond our control. The Event may be postponed, shortened, or extended due to reasons whatsoever outside the control of Medipac, and Medipac shall not be responsible for any loss sustained by the Exhibitors, directly or indirectly, attributable to the elements of nature, or orders imposed by any relevant authority.

BE A GOOD NEIGHBOUR:

The intent of Show Management is to treat all Exhibitors equally, regardless of size, and to give every Exhibitor an adequate opportunity to present their products in the most effective manner to the audience. Exhibitors have the responsibility to be “a good neighbour.”

Administrative

ALL RIGHTS RESERVED:

Medipac reserves all rights to all Medipac events, namely the Snowbird Extravaganzas, Winter Information Meetings, and Snowbird Lifestyle Presentations.

Medipac reserves the right to decline any business, bookings and/or requests for Event participation for any reason, and further, the right to remove an Exhibitor if that Exhibitor’s products, services, or conduct is deemed inappropriate, offensive, or conflicting with those of the Medipac Group and/or its alliance partners.

RULE CHANGES:

These rules and regulations are subject to change without prior notice. Any updated versions will be available to Exhibitors from the show management upon request.

FEES:

Upon signing, 20% of total Event fees are due. This amount is non-refundable.

The balance of Event fees is due 30 days prior to the opening day of the event. After this date, all pre-paid amounts are non-refundable.

Cancellations are permitted up to 30 days prior to the opening day of the event. Any pre-payments in excess of the 20% non-refundable deposit will be returned within 90 days of the cancellation.

Under no circumstance will an Exhibitor be permitted to erect or occupy a booth or otherwise participate in the Event unless all required fees have been paid in full. Should an Exhibitor be prevented from participation for this reason, all Event fees on deposit shall be forfeited and the balance shall be recoverable forthwith by Medipac as contracted by the Exhibitor.

INSURANCE and LIABILITY:

All Exhibitors are expected to carry adequate amounts of insurance to cover any contingent liabilities claims that might arise in connection to the Exhibitor’s participation in the Medipac Event.

Exhibitors are responsible for personal injury or damage to property arising in connection with the operation of their booth area and the erection and dismantling of booth systems for the entirety of the Event, and the Exhibitors will indemnify Medipac of claims made in respect thereof.

Medipac, its representatives, employees, and/or contractors shall not be responsible for injury or the loss of or damage to exhibits or to other property of the Exhibitors, their invitees, or employees, however caused.

The Exhibitors must take out adequate insurance in respect of all such claims.

Exhibitors are advised to insure against any costs and losses that they may incur in the event of the Venue being abandoned, cancelled, or suspended, in whole or in part, for causes not within Medipac’s control.

Medipac accepts no liability in such an eventuality.

All property of the Exhibitor is understood to remain under its custody and control in transit to, within, or from the confines of the Venue, subject to the rules and regulations of the Event. Exhibitors are advised to carry floater insurance to cover exhibit material against damage and loss. Exhibitors are also required to carry public liability insurance against injury to the person and property of others. Under no circumstances will Medipac, its representatives, employees, or contractors be held accountable for loss, damage, or any other act.

Exhibitors will indemnify Medipac against any claim made against them in respect of damage to the Venue premises caused by the Exhibitor.

VERBAL AGREEMENTS:

Verbal agreements concerning any aspect of this contract or the Event are not valid unless confirmed in writing by show management.

FLIERS:

Exhibitors will not be permitted to distribute any sort of publications or other items outside their respective booth areas. Any such unauthorized distribution will be removed immediately without recourse to the Exhibitor.

BANNERS:

No banners, signs, etc. will be permitted on the complex or on the roads in the vicinity of the Venue unless Medipac has approved their design, specifications, installation, and location. Such unauthorized displays are liable to be removed without notice and without recourse to the Exhibitor.

SECURITY:

Although a twenty-four-hour security service will be in operation throughout the Event, Exhibitors should take all possible precautions to minimize loss or damage to their equipment after Event hours.

SHOW GUIDES:

Show Guides for the Event will be issued to visitors. Medipac does not accept any responsibility for any omissions, misquotations, or other errors that may occur in the compilation of these Guides.

CHECK-IN and BADGES:

Upon arrival, Exhibitors must check-in at the show office, where Event badges and other administrative documents will be issued.

Exhibitors must display their Event badge at all times within the exhibition premises. No Exhibitor will be permitted to move around the exhibition premises without displaying the Event badge.

FAILURE OF SERVICE:

Medipac will use their best efforts to ensure the supply of the services from the Landlords of the Venue and of those mentioned in the Exhibitor Kit, but shall not incur any liability to an Exhibitor for any loss or damage, if any such services shall, wholly or partially, fail to cease to be available, nor shall the Exhibitor be entitled to any reduction of the Event fee.

FIRE AND SAFETY:

Exhibitors shall not jeopardize insurance policies or licenses of the Landlords or of Medipac, and in all cases Exhibitors shall comply with any requirements of these policies and/or authorities. Exhibitors in breach of any of the provisions herein set forth will be liable for all claims arising for the Exhibitor's actions or inactions.

All display material must be made from fireproof materials and be installed to the satisfaction of the authorities and fire codes.

Explosives, or radioactive, highly inflammable, or otherwise dangerous substances are not be exhibited or brought to, into, or near the Event or Venue.

The following requirements should be strictly adhered to during set-up and throughout the Event:

Electrical and other technical services behind or adjacent to the Exhibitor's booth must be kept accessible.

All displays, exhibits, merchandise, fittings, etc. should be free standing and self-supporting to avoid damage to the booth systems.

No part of an exhibit should project out of or be placed outside the Exhibitor's assigned booth area.