

SHOT SHOW®
EXHIBITION LICENSE - TERMS AND CONDITIONS

Company identified in the Exhibitor Application (Page 1), including its directors, officers, employees, guests, contractors, agents and other authorized and approved representatives, is hereinafter referred to as "Exhibitor," and National Shooting Sports Foundation, Inc. and ConvExx, LLC, together with their affiliates and each of their respective directors, officers, employees, and authorized agents, are hereinafter collectively referred to as "Show Management."

Show Management grants Exhibitor the limited, non-transferable revocable License (defined in Section 4) to participate in the SHOT Show (the "Exhibition") and prepare an exhibit of its products and/or services as described in its Exhibitor Application subject to the terms stated herein. Show Management shall have the exclusive right in establishing, interpreting, and enforcing the terms of this License, including determining whether there have been any violations, and its decisions are final and binding.

1. **SHOT Show Owner & Manager Information.** The SHOT Show is owned and sponsored by the National Shooting Sports Foundation, Inc., 11 Mile Hill Rd., Newtown, CT 06470-2359, and managed by ConvExx, LLC, 6865 S. Eastern Ave., Suite 101, Las Vegas, NV 89119.
2. **Admissions.** Admission to the Exhibition is open only to qualified commercial buyers and sellers doing business in the industry served by the Exhibition and who are registered with Show Management. No persons under 16 years of age (including infants) will be admitted to the Exhibition. It is a violation for any Exhibition attendee (exhibitor or general attendee) to falsely certify third parties for admission to the Exhibition, including, without limitation, permitting a third party to register using the attendee's company name unless the third party is a member of attendee's personnel or has a contractual business relationship with the attendee (other than as a consumer of attendee's products and/or services for personal use) or using any other method to assist ineligible parties to gain admission to the Exhibition. All attendees must meet Exhibition eligibility requirements and admissions to the Exhibition are subject to verification by Show Management. Show badges constitute a limited, revocable license to attend the current SHOT Show. Badges cannot be reproduced, transferred or resold. Show badges are the property of Show Management and may be revoked at any time for any reason. Show Management shall have sole control over admission policies at all times and may establish new policies or revise existing policies at any time. Show Management reserves the right to take appropriate action in enforcing admissions policies, up to and including evicting exhibitors and attendees from the Exhibition found in violation of admission policies.
3. **License.** This License includes all rules, regulations and other provisions set forth herein, and incorporates by reference the Exhibitor Application (Page 1) all the regulations and rules set forth in the online Exhibitor Resource Center, including the Exhibitor Rules & Regulations, and the rules of the Exhibition facility, together with any other terms incorporated by reference herein or therein (as any of such may be amended, supplemented or terminated from time to time by Show Management) (collectively, the "License") and Exhibitor agrees to be bound by such. This License is issued solely and exclusively to the named Exhibitor identified in the Exhibitor Application. Subject to Show Management approval, only the name of the Exhibitor identified in the Exhibitor Application may be placed on its booth or in the printed list of exhibitors of the Exhibition. Exhibiting manufacturer's representatives and/or distributors must list their participating principals as the Exhibitors of record. This License is a limited, non-transferable, revocable license permitting Exhibitor to occupy and utilize the booth area or other space assigned to it by Show Management at the Exhibition and to exhibit permitted products/services and utilize such services as are provided by Show Management, subject to all License terms. Show Management reserves all other rights not expressly granted to Exhibitor. Neither Show Management nor the Exhibition endorse, certify or assume responsibility for exhibitors or their products or services. Mere participation in the Exhibition or issuance of this License does not imply such endorsement, certification or Show Management responsibility. This License can be revoked at any time at the sole discretion of Show Management, including, without limitation, for any Exhibitor violation of this License. Exhibitor agrees that this agreement is a license and that it does not constitute a lease or other rental agreement.
4. **Acceptance of Booth Application.** Show Management's receipt of an executed Exhibitor Application and/or a payment does not constitute acceptance by Show Management. Show Management reserves the right to accept or reject an Exhibitor Application up until 45 business days after its receipt regardless of whether any payment has been made. Any payments made in connection with a rejected Exhibitor Application will be returned.
5. **Payment.** In order to reserve Exhibition booth space, a non-refundable deposit in the amount identified in the "Payment Schedule" on the Exhibitor Application is required upon the return of the Exhibitor Application to Show Management. Exhibitor shall pay all remaining booth registration fees in accordance with the Payment Schedule. All fees and related charges due, including additional fees, if any, for advertising insertions or payments by credit card, together with any late fees thereon, must be paid in full before Exhibitor shall be permitted to install its display at the Exhibition. The Exhibitor Application shall serve as Exhibitor's invoice for all amounts owed to Show Management should a separate invoice be delayed or not be issued. Failure by Exhibitor to pay all booth and other fees in full in a timely manner may be considered a withdrawal or cancellation by Show Management and may result in the Exhibitor being prohibited from participation in the Exhibition.

6. Offset. Show Management shall have the right to set off against any amount which may be due from Show Management to Exhibitor, pursuant to the License or otherwise, any amounts owed to Show Management by Exhibitor or its affiliates for any reason. In addition, Show Management shall have the right to apply and deduct any amounts received from Exhibitor under this License to any other amounts due to Show Management from Exhibitor or its affiliates.

7. Rules & Regulations. Show Management may issue and enforce such rules, regulations and policies it deems necessary for the safe, orderly and commercially sound operation of the Exhibition. Exhibitor agrees to comply with all such rules, regulations and policies, including, without limitation, the Exhibitor Rules & Regulations, the Exhibit Display Regulations, the Exhibitor Resource Center, the Rules of the Exhibition Facility, and all other rules, regulations and policies (collectively "PR&Rs" in existence or as amended from time to time) governing the Exhibition and Facility, and acknowledges, if requested, receipt of a copy of the same. Show Management will use its best reasonable efforts to notify Exhibitor of any changes to Exhibition rules, regulations and policies, but Exhibitor acknowledges and agrees that it retains the responsibility to keep itself apprised of the current PR&Rs.

8. Default in Occupancy. The actual occupancy by Exhibitor of its Exhibition booth is of the essence. If Exhibitor does not occupy its booth, Show Management, in its sole discretion, is entitled to occupy the booth or cause it to be otherwise occupied as Show Management deems in the best interest of the Exhibition without in any way releasing Exhibitor from any liability hereunder. If Exhibitor's booth is not occupied by the time set for completion of installation of displays, Exhibitor shall be in breach of this License and such space may be repossessed and used by Show Management for any purpose it may see fit. If Exhibitor's exhibit fails to arrive, Exhibitor is nevertheless responsible for exhibit space cost.

9. Exhibitor Violations. If Exhibitor breaches any of the terms under this License, and Exhibitor fails to correct such violation after notification at its expense, in addition to any other actions Show Management may take as identified elsewhere in this License, Show Management may (i) revoke this License, (ii) evict Exhibitor from the Exhibition and prohibit Exhibitor from attending and/or exhibiting at any future exhibitions run by Show Management, (iii) retain all amounts paid in connection with the Exhibition and issue no refunds, (iv) take back any or all accumulated priority points for the Exhibition or for any previous exhibitions, (v) collect from Exhibitor upon demand any outstanding fees as of the date of Exhibitor's default (including attorney's fees, costs and interest), and (vi) pursue any other legal or equitable remedies to which Show Management is entitled.

10. Cancellation, Withdrawal, and Downsizing. In reliance on Exhibitor's acceptance of this License, Show Management shall incur expenses, allocate resources, and take other actions in connection with Exhibitor's anticipated attendance at the Exhibition. Accordingly, any cancellation of the License or withdrawal from the Exhibition by Exhibitor: (a) must be effected by written notice to Show Management via certified mail, return receipt requested; and (b) entitles Show Management to the full amount of all fees paid to date by Exhibitor plus any amounts due per the Page 1 Payment Schedule terms as reasonable liquidated damages for Show Management's costs and detrimental reliance on Exhibitor's original acceptance and not as a penalty. If Exhibitor desires to downsize the booth requirements to which it originally agreed under the License, then it: (a) must do so by written notice to Show Management via certified mail, return receipt requested, to be effective; and (b) shall pay to Show Management an amount equal to its revised financial obligation due to the change in its booth requirements, in addition to any assessed liquidated damages. Show Management retains the right to relocate the Exhibitor's booth anywhere within the Exhibition facilities as Show Management may determine in its sole discretion to be in the best interest of the Exhibition. Cancellations or withdrawals may result in the forfeiture of all accumulated Exhibition priority points.

11. Eligible Exhibits. Exhibitor agrees to prepare an exhibit of its qualified products and services in accordance with this License. Exhibits will be limited to those companies or other entities offering materials, products, or services of specific interest to Exhibition attendees that directly pertain to the function and industry to which the Exhibition relates. Show Management reserves the right to determine the appropriateness and/or eligibility of any product or services displayed or promoted. Additional information relating to eligible products categories for exhibiting at the SHOT Show can be found in Paragraph 4 of the Exhibitor Rules & Regulations.

12. Assignment, Subletting or Sharing of Booth Space; Booth Usage. This License is non-assignable and non-transferable by Exhibitor. Exhibitor shall not transfer, assign, sublet, share or otherwise permit any other person or company to use, occupy or conduct business from Exhibitor's booth, or any part thereof, unless pre-authorized in writing by Show Management. Any attempted assignment or transfer of this License, or any interest herein, shall be null and void and shall constitute a breach, resulting in termination and cancellation of Exhibitor's right to participate at the Exhibition. Show Management may assign and/or delegate its duties under this License at any time to any third party or affiliate, by operation of law, or otherwise. Exhibitor shall not exhibit, offer, distribute or otherwise advertise products or services not produced, distributed or offered by Exhibitor in the normal course of its business, unless such products or services are required for the proper demonstration or operation of Exhibitor's display, in which case identification of such products or services shall be limited to the regular brand, nameplate, imprint, or other identification which in standard practice normally appears on them or as which they are commonly known.

13. Business Licenses, Permits, and Authorizations. Prior to exhibiting at the Exhibition, Exhibitor shall obtain all necessary licenses, permits and authorizations and shall comply with all applicable federal, state and local laws and regulations for the business that Exhibitor will conduct at the Exhibition. Exhibitor represents and warrants to Show Management that it will

take full responsibility for obtaining such licenses, permits and authorizations and agrees to permit inspection by Show Management and appropriate government officials at any time.

14. **Damage to Property.** Exhibitor shall pay the actual cost to replace, repair and/or restore, in Show Management's discretion, any part of the Exhibition Facility (e.g., floors, walls or columns) or booth equipment provided (ordinary wear and tear excepted), or other exhibitors' property, that is damaged, destroyed or suffers other casualty by Exhibitor. Exhibitor may not apply paint, lacquer, adhesives, or other coating to building columns and floors or to standard booth equipment.

15. **Exclusive Services; Approved Service Contractors.** Show Management has retained independent, official Exhibition contractors to provide the following exclusive services: material handling, drayage, cartage, electrical, rigging, utilities, lead retrieval, and other related services. All such services are provided only upon request. Payment for services provided is the sole responsibility of the Exhibitor. Official Exhibition contractors and their prevailing rates will be listed in the Exhibitor Resource Center. All rates are subject to change at any time. Show Management assumes no responsibility or liability for any services performed or materials delivered by any Exhibition contractor. Agreements for these services and payment shall be made directly between Exhibitor and Exhibition contractors. Exhibitors may use contractors other than official Exhibition contractors in limited circumstances. Use of unofficial, exhibitor-appointed contractors shall require the advance written consent of Show Management and they shall be required to comply with all PR&Rs and federal, state and local laws. Additionally, all unofficial exhibitor-appointed contractors must meet the minimum insurance requirements established by Show Management and provide proof of such insurance naming Freeman, as additional insureds thereunder in addition to all parties listed in paragraph 20 of this document. Where union labor is required because of Exhibition Facility or contractor requirements, Exhibitor agrees to comply with such rules and regulations. Rules and regulations for union labor are made by the local unions and these regulations may change at any time without notice.

16. **Termination of Exhibition.** In the event that the Facilities in which the Exhibition is to be or is being conducted shall become, in the sole discretion of Show Management, unavailable, or in the event the holding or continuation of the Exhibition or the performance by Show Management of its obligations under the License are interfered with by virtue of any cause or causes not reasonably within the control of Show Management, this License and/or the Exhibition (or any part thereof) may be terminated by Show Management. Show Management shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of Show Management. If Show Management terminates this License and/or the Exhibition (or any part thereof), then Show Management may retain such part of Exhibitor's Exhibition fee and/or other payments as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. In the event of such termination, Exhibitor expressly waives any and all recourse or claims for loss or damages against Show Management. For purposes hereof, the phrase "cause or causes not reasonably with the control of Show Management" shall include, but not be limited to: acts of God; fire; casualty; flood; epidemic; earthquake; explosion or accident; blockade; embargo; inclement weather; war (declared or not); terrorism (domestic or foreign) governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; strike, lockout, boycott or other labor disturbance; venue cancellation or operations of the venue; failure of Show Management contract negotiations; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain, or condemnation, requisition or commandeering of necessary supplies or equipment; federal, state or local laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional.

17. **Interest and Collection Fees.** Any exhibitor failing to meet its financial obligations to Show Management when due will continue to be responsible for all outstanding payments and may be required to pay interest on such amounts at a rate of 1% per month (12% per annum), or the maximum rate allowable by law, as well as, any fees, including court costs, collection fees, and attorney's fees, Show Management may incur to collect any amounts past due.

18. **Indemnity; Limitation of Liability.** Exhibitor agrees to defend, indemnify and hold harmless Show Management, the Exhibition Facility, the owner of the Exhibition Facility, and each of their affiliates and respective directors, officers, employees, agents, contractors, authorized representatives, successors and assigns, from and against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind (including, without limitation, reasonable attorney's fees and costs) which may be made or instituted against them arising out of or resulting from, in whole or in part, Exhibitor's execution of this License, its occupancy of the space herein licensed or its presence at the Exhibition by reason of bodily or personal injuries, death, property damage or any other cause sustained by any persons or others. Exhibitor's defense, indemnity and hold harmless obligations shall extend to any and all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind (including, without limitation, reasonable attorney's fees and costs) including, without limitation, those associated with, in whole or in part (i) Exhibitor's alleged or actual intentional or negligent acts or omissions, and (ii) Exhibitor's actual or alleged violation of third party rights (including, but not limited to, infringement of intellectual property rights or other proprietary or business rights). Show Management shall not be responsible for, and Exhibitor releases Show Management from liability for, any damage, loss, harm or injury to Exhibitor or Exhibitor's display or property, whether resulting from fire, storms, acts of God, heating, ventilation or air conditioning failure, theft, pilferage, mysterious disappearance, lost, delayed or rejected shipments either coming in or going out of the Exhibition, or other causes of any kind. All persons allowed in Exhibitor's booth and property brought to the Exhibition by Exhibitor is done so at Exhibitor's own risk. Exhibitor is strongly advised to maintain its' own insurance to insure against such risks.

19. Security. Show Management will provide the services of a reputable and licensed protective agency to patrol the general Exhibition during the period of installation, show, and dismantling, but Show Management has no obligation and is not agreeing to protect, secure or monitor any specific exhibitor booth space or property found therein. Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of Show Management to supervise and protect Exhibitor's property within the Exhibition. Exhibitors may contract additional guards at their own expense and risk to protect persons and property, only with prior approval by Show Management. Contracted guards must be locally licensed, shall be restricted to designated areas, and no weapons of any type are permitted without Show Management's prior written authorization.

20. Insurance. Exhibitor understands and agrees that Show Management, the Exhibition, the Exhibition Facility owner, or the jurisdiction in which the Exhibition occurs do not and will not maintain insurance covering Exhibitor, and it is the sole responsibility of Exhibitor to obtain at its cost sufficient insurance coverage for its Exhibition activities, including coverage for its property and its employees, guests, agents, contractors and other authorized. Exhibitor is strongly advised to verify that its insurance includes extraterritorial coverage, and that it has its own theft, public liability, and property damage insurance.

The following is the minimum suggested insurance coverage Exhibitors displaying in the Sands Convention Center should obtain and have in effect for the Exhibition: (i) Commercial General Liability insurance against claims for bodily injury (including death), personal injury, property damage, as well as contractual, advertising and products/completed operations liability occurring in or upon or resulting from the Exhibition, with combined single limits of liability of at least \$2,000,000 per occurrence, with National Shooting Sports Foundation, Inc., ConvExx, Venetian Casino Resort, Llc. ("Vcr"), Sands Expo and Convention Center, Inc. ("SECCI"), Grand Canal Shops II, LLC ("GCS") And Phase II Mall Subsidiary, Llc ("PIIMS") and each of their parent, subsidiaries and affiliates and each of their officers, directors, agents, and employees are named as additional insureds as respects the conduct of the named insured(s) in or about the property of VCR, SECCI, GCS, and PIIMS, and 15 days prior notice of cancellation must be given to the parties hereto; and (ii) Workers Compensation and Employers Liability insurance as required by the law of the state in which the Exhibition is held. Insurers writing such policies should be licensed in the state where the Exhibition takes place.

The following is the minimum suggested insurance coverage Exhibitors displaying in the MGM Grand Convention Center: Statutory workers' compensation insurance, in accordance with the laws of the State of Nevada; Employers' liability insurance with limits of at least one million (\$1,000,000.00) per accident covering all of Group's personnel performing work at the Exhibition Facility; commercial general liability insurance with contractual indemnity coverage and combined single limits in the minimum amount of three million dollars (\$3,000,000.00) per occurrence for personal injury and property damage; and commercial automobile liability insurance with coverage for owned, non-owned, rented and borrowed automobiles with a combined single limit of not less than one million dollars (\$1,000,000.00). The insurance provided by Group shall name National Shooting Sports Foundation, Inc., ConvExx, Freeman, MGM Grand Hotel, LLC, and each of their parent companies, subsidiaries and affiliates as additional insureds, shall be issued by a company with a current A M Best Company rating of at least A:VII and may be obtained through one or a combination of insurance policies.

The recommended insurance coverage and limits stated herein are minimum requirements and in no way limit the liability of the Exhibitor in the event of a claim. Exhibitors that obtain approval from Show Management to dispense food and beverage samples or other perishable products, including alcohol, must have appropriate food and beverage/liquor liability insurance covering such activities. Exhibitors with approval from Show Management to exhibit automobiles or other motorized vehicles must have appropriate insurance covering theft, damage or loss to such property or claims related to the exhibition of such property. All parties listed in the paragraph above must be named as additional insured under all such insurance policies.

21. Resolution of Disputes. In the event any dispute or disagreement arises during the Exhibition between Exhibitor and an official Exhibition contractor, between Exhibitor and a labor union or labor union representative, between two or more exhibitors, or between Exhibitor and other third party, all interpretations of the rules governing the Exhibition, actions, or decisions concerning the dispute or disagreement that may be made by Show Management intended to resolve the dispute or disagreement shall be binding on Exhibitor.

22. Applicable Law; Forum Selection Clause. This License is deemed to be entered into in the State of Connecticut and governed by the laws of the State of Connecticut without regard to any conflicts or choice of law principles thereof. Exhibitor consents to the exclusive jurisdiction of the courts of the State of Connecticut for the resolution of any and all disputes and claims arising out of this License. Show Management, however, shall not be obligated to enforce its rights in the State of Connecticut, and instead, may enforce its rights in any other proper jurisdiction. Exhibitor waives any claims as to lack of personal or subject matter jurisdiction and agrees that it is subject to the jurisdiction of the State of Connecticut or any other jurisdiction chosen by Show Management to enforce its rights hereunder.

23. Attorney's Fees and Costs. If any action or proceeding is brought to enforce or interpret this License, the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses, and attorneys' fees (including all related costs and expenses) incurred by such prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment.

24. Changes to Dates, Venue and Booth Space. Show Management shall, at its sole discretion, be entitled to change the dates and/or the venue for the Exhibition upon written notice to the Exhibitor. Show Management shall not be liable for any

costs, damages, fees or expenses of Exhibitor as a result of such changes in the Exhibition schedule or location. Additionally, Show Management reserves the right to relocate Exhibitor to any space within the Exhibition facility at any time. Show Management shall be entitled to retain any portion of Exhibitor's Exhibition fee paid to date and said amount shall be applied to the Exhibition as though no change in dates or venue had occurred. Any remaining payments from Exhibitor shall be due in accordance with the agreed upon Page 1 Payment Schedule terms for the Exhibition. In the event that Exhibitor should cancel participation, due to a change in date, venue, or space assignment by Show Management, Exhibitor would be subject to liquidated damages as set forth herein.

25. Interpretation; Amendment to Rules. Show Management shall have the exclusive right in establishing, interpreting, and enforcing this License, including determining whether there has been a violation of this License, and its decisions are final and binding. Any matters not specifically covered by this License shall be subject solely to the decision of Show Management. Show Management reserves the right to adopt further rules and regulations, amend existing rules and regulations or terminate such rules and regulations, as may be deemed necessary by it for the general success of the Exhibition. Any such revisions or amendments when made and brought to the attention of Exhibitor shall be and become part hereof as though originally incorporated herein and Exhibitor shall be subject to the provisions of the License as so amended or supplemented.

26. Exhibition Mailing List; Privacy. Mailing lists containing Exhibitor's company contact information may be used by Show Management for its own communications and made available by Show Management to other registered exhibitors of the Exhibition and third parties pursuant to a separate license. By providing Show Management with the information on the Exhibitor Application, Exhibitor consents to Show Management's use of Exhibitor's company contact information and any compilation and dissemination of such information by Show Management to registered exhibitors of the Exhibition and other parties for their respective use. Exhibitors should refer to the opt-out instructions in the communications they may receive if they do not want to receive further communications.

27. Americans with Disabilities Act. It is the responsibility of Exhibitor to make its booth space fully accessible to those with physical or other impairments and to comply with all applicable federal, state and local laws and regulations, including the American with Disabilities Act ("ADA").