



International Pavilion Exhibit Space Application and Contract

AAPG Annual Convention
11 - 14 April 2010 • New Orleans, Louisiana
Host: New Orleans Geological Society

Exhibitor ID# _____

**FULL PAYMENT IS REQUIRED
TO RESERVE BOOTH**

- The undersigned ("Lessee") hereby applies for exhibit space in the International Pavilion at the exhibition component ("Exhibition") of the 2010 Annual Convention ("Convention") of The American Association of Petroleum Geologists, a corporation ("AAPG"), to be held 11 - 14 April at the Ernest N. Morial Convention Center, New Orleans, Louisiana, USA.
- This contract ("Contract") shall be binding upon its acceptance as set forth below and is between International Pavilion, LLC, an Oklahoma, USA, limited liability company ("IP LLC"), and the Lessee. International Pavilion LLC rents exhibit space at the Convention from AAPG and rents booths within that exhibit space to others. The exhibit space rented hereunder has been rented from AAPG by IP LLC. **FULL PAYMENT IS REQUIRED TO RESERVE A BOOTH SPACE.**
- If this Application and Contract is accepted, IP LLC will make available to Lessee the 2010 Exhibitor Service Manual ("Manual") via e-mail or by other electronic media no later than April 9, 2010. The matters appearing on the reverse side of this sheet are part of this Contract. The matters appearing in the Manual ("Additional Contract Provisions") are specifically made terms of this Contract. Lessee will, immediately after the Manual is made available to the Lessee familiarize itself with the Additional Contract Provisions and, if any of the Additional Contract Provisions are not acceptable, the Lessee will send IP LLC written notification of the same ("Rejection Notice") by certified mail, return receipt requested. If Lessee's Rejection Notice is not received by IP LLC within 15 days from IP LLC's notifying Lessee of the Manual's availability electronically, this Contract shall be irrevocable, except as set forth in Paragraph 5 below. If IP LLC timely receives Lessee's Rejection Notice, then this Contract shall terminate, and IP LLC shall immediately refund all sums paid hereunder by Lessee.
- Notwithstanding anything to the contrary contained herein, if this Application and Contract, signed by Lessee, is received by IP LLC after January 11, 2010 Lessee shall be deemed to have agreed to all of the terms of the Additional Contract Provisions, although Lessee may not be familiar with or aware of any or all of the Additional Contract Provisions, this Contract, once accepted by IP LLC, shall be irrevocable, except as set forth in Paragraph 5 below, and all exhibit space rental shall be paid with the submission by Lessee of this Application and Contract.
- (a) For cancellations or reductions in exhibit space made after February 15, 2010 ("Late

- Cancellations or Reductions"), no refund of exhibit space rental will be made unless the cancelled space(s), whether by Contract cancellation or reduction in space, is resold **and all other exhibit space in the International Pavilion exhibit space of the Convention is sold** in which event exhibit space rental paid will be refunded, subject to a fee of 50% of the total rental cost of space cancelled.
- When Lessee reduces exhibit space at any time as authorized herein, IP LLC may in its sole discretion relocate Lessee's remaining exhibit space to other space from that originally assigned.
 - If a fee is to be paid under the terms of this Paragraph 5, IP LLC shall deduct such fee from any refund of rental resulting from the cancellation or space reduction or, if no rental or insufficient rental has been paid, the fee shall be paid by payment from Lessee to IP LLC within thirty (30) days after notice of such cancellation or reduction is received by IP LLC. Lessee's failure to pay such fee shall not void Lessee's Contract cancellation or space reduction except as IP LLC, in its sole discretion, may otherwise elect. The parties agree that the fee charged hereunder for cancellation or space reduction is a reasonable estimate of the damages to IP LLC caused by the cancellation or reduction and is not a penalty. Refunds by IP LLC pursuant to this paragraph 5 will be issued within 60 days after April 14, 2010. IP LLC may cancel or terminate this Contract at any time if Lessee fails to abide by any provision of this Contract.
 - Admittance to the Exhibition will be by Convention Registration Badge only.
 - Children will be allowed in the exhibits hall as follows: Under age 16 not allowed during set-up or tear-down, under age 13 not allowed into any activities in the exhibits hall unless young enough or small enough to be confined in a stroller, backpack or frontpack, age 13 and older allowed during regular exhibit hours if properly registered and wearing their badges.
 - Exhibit spaces are shown to scale on the exhibition floor plan ("Plan") for the Convention. Each numbered space on the exhibit space floor plan within the IP LLC is a separate display area and can be combined or subdivided only at IP LLC's discretion. The Plan has been intentionally drawn to provide an appropriate mix of large and small display areas throughout the hall. AAPG may change the configuration of all or any part of the hall at any time.

(continued on reverse side)

AMOUNT OF SPACE REQUESTED

- Basic Package 9m2 = US \$1,950.00**
Includes carpet, wall panels, one fascia sign, table, two chairs, electricity and wireless internet
- Floor Space Only = US \$2,000.00 per 9m2 (Minimum 36m2)**
Includes carpet, electricity and wireless internet

Number of spaces requested _____ Total Booth Fee U.S. \$ _____

Spotlights = US \$65.00 per light

Number of Spotlights requested _____ Total Spotlight Fee U.S. \$ _____

TOTAL FEES U.S. \$ _____ * Full payment is required for booth reservation.

COMPANY NAME _____
(Please print. This is the name that will appear on your booth sign.)

BY _____
(Authorized Signature)

CONTACT NAME _____
(Please Print)

TITLE _____

ADDRESS _____

(City) (Province)

(Country) (Zip/Postal Code)

PHONE _____ FAX _____
(Area/Country Code) (Area/Country Code)

E-MAIL _____

WEBSITE _____

DATE _____

PLEASE EXECUTE AND RETURN TO:

Gina Godfrey, International Pavilion Managing Director
1825 Blake Street • Denver, CO 80202 USA
Phone: (303) 308 9100 Fax: (303) 308 9101

CREDIT CARD PAYMENT

MasterCard Visa AmericanExpress Discover Diner's Club

Card Account Number _____ Expiration Date _____

Printed Name of Card Holder _____

Authorized Signature _____

PAYMENT BY CHECK

Make check payable to: International Pavilion LLC.

Send Check to:

Gina Godfrey, International Pavilion Managing Director
1825 Blake Street • Denver, CO 80202 USA

WIRE TRANSFER

For more information, contact:

Gina Godfrey, International Pavilion Managing Director
Telephone: 1-303-308-9100

Email: info@internationalpavilion.com

gina.godfrey@petroweb.com

FOR INTERNATIONAL PAVILION USE ONLY

ACCEPTED FOR INT'L PAVILION CONVENTION MANAGEMENT:

By _____ Date _____

Title _____

Booth No. Assigned _____ Size _____ Square feet _____

**Additional terms and conditions of this contract appear on the reverse side of this page.
These terms and conditions contain important information for exhibitors.**

9. Lessee shall not assign, sublet or apportion any part of its exhibit space or have representatives, equipment or materials from other businesses in the space except with IP LLC's prior written approval.

10. The purpose of the Convention is the advancement of the science and the profession of petroleum geology. The display and sale of items outside conventional geology may not inherently further the purpose of the Convention. AAPG may require any exhibitor to provide descriptions of any product or service to be exhibited and/or scientific evidence of its ability to perform the function for which it is intended. Failure to supply such a description and/or evidence may result in AAPG's refusal to allow the product or service to be exhibited. The appropriateness of a product or service to be exhibited, or the adequacy of any scientific evidence submitted, and whether such product or service may be exhibited, shall be determined by AAPG at its sole discretion.

11. Each of AAPG and IP LLC specifically disclaims any liability for any act or omission of any exhibitor, whether inside or outside of the IP LLC rented space at the Convention except, in the case of AAPG, those contained within the AAPG Center (excluding AAPG's Retirement Plan Administrator and AAPG's Insurance Program and AAPG's Liability Insurance Administrator) at the Convention. With the exception of those contained within the AAPG Center, neither AAPG nor IP LLC holds any interest in any exhibitor, and no commission or remuneration is paid to AAPG or IP LLC based upon sales or income of any exhibitor. Exhibitors rent exhibit space, exhibitors are independent business persons, and neither AAPG nor IP LLC is responsible for any exhibitor's acts or omissions.

12. Exhibit space rental and sponsorship monies paid to either of AAPG or IP LLC may be deductible as ordinary and necessary business expenses. They are not deductible as contributions or gifts for U.S. federal income tax purposes.

13. AAPG will appoint exclusive contractors for catering, electrical, plumbing, materials handling, rigging, cleaning, floor covering, telephone, Internet, floral, photography, and security. Lessee shall utilize AAPG-appointed contractors for these services. Other services may be furnished by official contractors appointed by AAPG or, subject to the terms hereof, by other contractors. The Lessee may utilize contractors for services other than those listed above with AAPG's prior written approval the request for which must be received by AAPG from Lessee not less than 30 days prior to the first general move-in date of the Convention. A contractor must qualify for approval in accordance with the procedures contained in the Manual and may perform services only for an exhibit space lessee designated by AAPG. AAPG may withhold approval of contractor for any reason at AAPG's sole discretion.

14. Lessee understands that photographs of the Exhibition will be taken by AAPG and others authorized by AAPG. Lessee authorizes without charge or cost, and has the authority to do so, the reproduction and use in any manner by AAPG and others authorized by AAPG of any trademarks, logos, or similar marks or designs owned, controlled or used by Lessee insofar as the same are included in such photographs.

15. Except with AAPG's permission, no motorized vehicles are allowed in the exhibits hall except those reasonably necessary to assist persons with disabilities.

16. Lessee and its employees, agents, and contractors (including exclusive contractors when engaged by Lessee) will comply with all rules and regulations of the Convention Center with which Lessee is provided.

17. Lessee warrants that any booth and any property placed in the exhibit space by Lessee will at all times comply with all applicable laws and regulations.

18. Lessee shall be responsible for and shall defend, indemnify, and hold AAPG and IP LLC harmless from all liability, costs, and damages relating to acts and omissions of Lessee and its employees, agents, and contractors (including exclusive contractors when engaged by Lessee) associated with the Convention, including without limitation damage to the exhibition hall. Neither AAPG, IP LLC nor the Convention Center's owner and operator shall have, and Lessee shall defend, indemnify, and hold AAPG, IP LLC and the Convention Center's owner and operator harmless from, (a) any liability for damage or loss

to Lessee's property in the Convention Center and (b) any liability for injury or death to any individual associated with Lessee or any other individual, including without limitation guests and invitees of AAPG, IP LLC, the Convention Center's owner or operator, or Lessee, when such injury or death is in any way associated with the use or occupancy of the Convention Center by Lessee.

19. Lessee shall limit the volume of sound equipment controlled by it to a conversational level as determined by AAPG in its sole discretion.

20. Lessee's booth shall be accessible to all exhibition attendees except as an area may be draped or otherwise enclosed and marked "Confidential".

21. Lessee shall, at its sole cost and expense, procure and maintain the insurance coverages set forth in the Manual and provide certificates regarding such insurance as requested by AAPG.

22. Americans with Disabilities Act: The Lessee represents and warrants that any exhibit booth or other contrivance placed in the exhibit space by the Lessee will at all times pertain hereto be in compliance with all applicable laws and regulations, including without limitation the Americans with Disabilities Act (Public Law 101-336) as it may be amended from time to time, and all regulations issued there under.

23. If for any reason the Convention is not held, IP LLC may terminate this Contract prior to the date the Convention would have commenced. In the event the Convention commences but is terminated prior to its scheduled conclusion, AAPG may either terminate the Exhibition at the same time or continue the Exhibition.

24. Time is of the essence of this Contract.

25. This Contract contains the complete agreement of the parties, and all prior agreements, whether verbal or written, concerning the subject matter of this Contract are cancelled and void.

26. This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Oklahoma, USA (without regard to any conflict of laws principles). All actions arising out of or in connection with this Contract shall be brought in the Oklahoma District Court, Tulsa County, Oklahoma, USA, which shall be the exclusive forum therefor. The parties hereto hereby irrevocably submit to the in personam jurisdiction and process of the Oklahoma District Court, Tulsa County, Oklahoma, United States of America, and agree that service by certified mail to their addresses shall constitute sufficient service of process.

Address all questions and correspondence from Lessee to:

Gina Godfrey

International Pavilion LLC Managing Director

Phone: +1 303 308 9100 ext. 1006

Fax: +1 303 308 9101

Email: gina.godfrey@petroweb.com

Fossil, Mineral and Gem Dealers: AAPG restricts both the total number of fossil, mineral and gem dealers and the portion of their displays which may be devoted to the sale of jewelry and other items. If you are unfamiliar with these policies, write or telephone the AAPG Convention Department to request a copy of the regulations governing such exhibitions.

