

Exhibitor Agreement

Pensions & Investments and AIMSE present the 2nd Annual

Hedge Fund Conference

February 27, 2008

Grand Hyatt • New York City

Pensions & Investments



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INSTRUCTIONS

1. Read the Rules and Regulations included in this packet.
2. Complete, sign and return with your payment as shown below, and in accordance with the Rules and Regulations, to AIMSE at the above address. If payment is not received, exhibit space will be released for resale. Faxed applications will not be accepted. Only checks will be accepted for payment.

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EXHIBITOR INFORMATION (Complete all of the following information as you wish it to appear in promotional materials:

Company

Address

Address

City

State/Province/Zip/Postal Code

Web Address

.....
CONTACT INFORMATION (FOR PROGRAM LISTING)

Name

Title

Phone Number

Fax

e-mail

.....
CONTACT INFORMATION (FOR LOGISTICS)

Name

Title

Phone Number

Fax

e-mail

.....
SUBMIT EXHIBITOR AGREEMENT TO

FAX: (703) 4354390

MAIL: Lauren Papageorge • AIMSE • 12100 Sunset Hills Road, Suite 130 Reston, VA 20190

By submitting this Exhibit Space Application and Contract, the above-named company requests space in the Exhibition to be held February 27, 2008 at the P&I/AIMSE Hedge Fund Conference the Grand Hyatt Hotel in New York, NY.

Exhibit Space Application and Contract

We agree to pay AIMSE for said space in accordance with terms and conditions outlined herein, and understand that, once accepted by AIMSE, this document, including the Rules and Regulations printed on the back hereof, constitute a valid and binding contract between AIMSE and us. We agree to comply with all instructions, rules and regulations as set out herein. The AIMSE Media Guidelines Policy Agreement Form must be signed and returned with exhibit contract.

I, the duly authorized representative of the above-named company, on behalf of said company, subscribe and agree to all the terms, conditions authorizations and covenants contained in this Exhibit Space Application and Contract and the Rules and Regulations set out in this package.

I enclose the amount of \$4,000 per exhibit space. I understand that AIMSE will not accept deposits or partial payments. Only checks will be accepted for payment.

Number of booths: _____

Print Name

Title

Signature

Date

PLEASE RETURN THIS SIGNED CONTRACT TO AIMSE BY DECEMBER 31 WITH FULL PAYMENT.
UPON ASSIGNMENT OF SPACE BY AIMSE, A COPY WILL BE RETURNED TO YOU.

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SUBMIT EXHIBITOR AGREEMENT TO

FAX: (703) 4354390

MAIL: Lauren Papageorge • AIMSE • 12100 Sunset Hills Road, Suite 130 Reston, VA 20190

FOR AIMSE USE ONLY

Contract accepted by AIMSE per: _____
Date

Booth assignment _____

Date application and payment received _____

Check number _____

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PAYMENT AND CANCELLATION OF EXHIBIT SPACE

Applications will not be processed without the required payment in full. If Exhibitor has made payment and notifies AIMSE thirty days prior to the opening of the Conference that it will be unable to exhibit for any reason, AIMSE will attempt to lease the space to another Exhibitor. If AIMSE is successful in leasing such previously contracted space and if AIMSE shall have leased and received payment for all exhibit space in the Conference, Exhibitor shall be refunded all monies paid for exhibit space, less \$2,000.00 which shall be retained by AIMSE as liquidated damages. AIMSE reserves the right to cancel any Exhibitor's right to exhibit for any violation of this Contract, any rules or regulations of the conference or for other due cause. In the event AIMSE shall cancel such rights, all monies paid by Exhibitor shall be retained by AIMSE as liquidated damages.

APPLICATIONS FOR ASSIGNMENTS OF EXHIBIT SPACE

AIMSE reserves the right to render interpretations and decisions and to establish further regulations as may be deemed necessary for the general success and well-being of the Conference. AIMSE's decisions and interpretations shall be accepted as final in all cases. AIMSE reserves the right to alter the floor plan to adjust for spaces not sold. AIMSE reserves the right to decline or prohibit any exhibit which in its judgment is out of keeping with the character of the Conference, this reservation being all-inclusive as to persons, things, printed matter, products and conduct. Space will be assigned in the order that fully executed applications, accompanied by the required fee, are received. No Exhibitor may assign sub-let or apportion its space in whole or in part, nor exhibit any products or services other than those manufactured or handled in the normal course of its business and described in the application, nor permit any agent of any non-exhibiting firm to solicit business or take orders in its space. Space will be assigned on a "First Come, First Served" basis and at management discretion.

EXHIBIT STAFF

Exhibitors will have a representative available to cover their booth throughout the Exhibition. The \$4,000.00 exhibit fee entitles each Exhibitor to have two (2) representatives attend the Conference and participate in all activities at no additional cost. These two representatives will become AIMSE Associate Members for one year. Additional staff members wishing to attend the conference must pay the registration fee. All exhibitors attending the Conference must complete registration forms and send them in together to receive conference materials and name badges. AIMSE does not issue media passes to any conference or event and does not encourage members of the "working press" to attend the conferences since it is an educational meeting, not a "media event".

INSTALLATION AND REMOVAL OF EXHIBITS

Exhibits must be set up between the hours of 6:00 am and 7:00 am on WEDNESDAY, FEBRUARY 27, 2008. All exhibit installations must be completed by 7:00 am. Exhibitors must start dismantling at 6:30 pm on WEDNESDAY, FEBRUARY 27, 2008 and have materials removed from exhibit area by 7:30 pm. No installing, dismantling, rearranging, repairing, servicing, removing or supplementing of exhibits will be permitted during conference hours without written permission of AIMSE.

EXHIBIT LIMITATIONS

All signage must be professionally done. Exhibits of a nature that obstruct the view and interfere with privilege of other Exhibitors or, which because of noise or any other reason become objectionable, may be required to be modified, moved or removed at the discretion of AIMSE. No interference with the light or view of other Exhibitors will be permitted. No cooking may take place in Exhibitor's space and no food and/or beverage products may be distributed by Exhibitor. No beer, wine or intoxicating liquor may be distributed by any Exhibitor. Exhibitor agrees that AIMSE may take whatever steps may be deemed necessary to control or reduce the noise level in the space so as not to interfere with the Conference. Exhibitors shall not provide or permit the playing or reproduction of music in any form or at any time. The only public address system permitted at the conference will be maintained by AIMSE.

GENERAL REGULATIONS

Interviews, distribution of literature, demonstrations and such will be permitted only within Exhibitor's space. Aisles must be kept clear of exhibit materials and personnel. Debris must be disposed of in building trash containers. No part of the Hotel shall be defaced in any manner nor shall signs, decals, stickers or other articles be posted, nailed or otherwise affixed to any part of the building. The use of flammable substances or decorative materials is prohibited. All decorative fabrics must be flameproof. Exhibitor accepts full responsibility for compliance with all local, state, and Federal safety regulations. Exhibitors are not allowed to conduct activities that could be considered an illegal lottery under the State of New York laws when the event is to be held. The exchange of money or consummating the sale of goods or services on the exhibit floor is prohibited. AIMSE has full power to interpret and enforce all regulations of the show and the power to make amendments and/or the offending Exhibitor at the expense of the Exhibitor. In addition, all Exhibitors agree to be bound by the terms of AIMSE's agreement with facility in which the conference is held. Failure to comply with all applicable rules may also result in forfeiture of all further rights to exhibit at future shows sponsored by AIMSE together with all fees paid. AIMSE may lease any space so forfeited to another Exhibitor and retain all revenues collected.

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LIABILITY AND INSURANCE

Notwithstanding AIMSE's agreement to provide security, all property of the Exhibitor remains under his custody and control in transit to and from hotel, during installation and removal, and while it is within in the confines of the Hotel. Neither AIMSE, its service contractors, the management of the Hotel nor any of the officers, staff members, or directors of any of the same are responsible for the safety of the property of Exhibitors from theft, damage by fire, accident, vandalism or other causes, and the Exhibitor expressly waives and releases any claim or demand he may have against any of them by reason of any damage to or loss of any property of the Exhibitor, except where the damage or loss is due to the gross negligence or willful misconduct of AIMSE, its servants or employees, arising out of AIMSE's duties and responsibilities under the agreement. The Exhibitor expressly releases AIMSE, its directors, officers, agents, employees, and/or servants from any such loss, damage or injury. AIMSE shall not be liable for injury of any type from any cause to persons conducting or otherwise participating in the conduct of the Show or to invitees, guests, or employees of the Exhibitor. Exhibitor understands that AIMSE does not carry business interruption and property damage insurance coverage for loss or damage of Exhibitors property. The Exhibitor agrees to obtain the following insurance during the dates of the trade show, including move-in and move-out days and shall be prepared to furnish a certificate of insurance to AIMSE if requested: Comprehensive general liability insurance coverage including protective and contractual liability coverage of \$250,000/\$500,000 for bodily injury and \$50,000 property damage. AIMSE and the Exhibitor agree to waive the right of subrogation by their insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property. AIMSE, its staff, employees, or agents assume no responsibility or liability whatsoever in matters relating to restrictions imposed on any Exhibitor by any governmental agency. AIMSE's general contracts shall not be liable for failure to perform their obligations under their contract due to strikes, riots, acts of God, or any other cause beyond their control.

HOLD HARMLESS AND INDEMNIFICATION

This agreement shall not constitute or be considered a partnership, joint venture, or agency relationship between AIMSE Exhibitor or exhibition center. Exhibitor hereby agrees to indemnify, hold harmless and defend AIMSE and the Hotel, and their respective officers, directors, and employees (indemnities) from and against any and all liability, responsibility, loss, damage, cost or expense of any kind whatsoever as they arise (including but not limited to court costs, interest and attorney's fees) which the Indemnities may incur, suffer, be part to, or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission or breach of these terms, conditions, and rules, or violation of any ordinance or statute by Exhibitor or any of its employees, servants or agents. The Exhibitor assumes full responsibility and liability for the actions of its agents, employees, and independent contractors, whether acting within or without the scope of their authority, and agrees to indemnify, hold harmless, and defend the Indemnities as expenses arise, from responsibility or liability resulting directly or indirectly, or jointly, from other causes which arise because of the acts or omission of its agents, employees, relatives, or independent contractors whether acting within or without the scope of their authority.

CANCELLATION OR POSTPONEMENT OF SHOW

In the event that any unforeseen occurrence shall render the fulfillment of this agreement impossible, the parties shall mutually amend or terminate the agreement at AIMSE's option. The Exhibitor hereby waives any claim against AIMSE for damages or compensation. AIMSE shall return a portion of the amount paid for space after deduction of any amounts necessary to cover expenses incurred in connection with the show. Such expenses shall include, but not be limited to all expenses incurred by AIMSE as a result of contracts with third parties for services or products incidental to the show including out of pocket expenses incidental to the show, and all overhead expenses attributable to the production of the show. No moneys will be returned should the dates or the location of the show be changed by AIMSE, but Exhibitor will be assigned space which the Exhibitor agrees to use under these same results and regulations. AIMSE shall not be financially liable in the event the show is interrupted, canceled, moved, or dates changed except as provided herein. The Exhibitor hereby agrees that the laws of Washington, D.C. shall control the construction and enforceability of this Agreement and hereby consents to the jurisdiction of Washington, D.C. and to the Federal District Courts within the State with respect to any right of action arising under this agreement.

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EXHIBITOR ATTENDEES (2 complimentary registrations per booth)

Name _____ Title _____

Company _____

Address _____

City _____ State/Providence/Zip/Postal Code _____

Badge Name _____

Phone Number _____ Fax Number _____ e-mail _____

Name _____ Title _____

Company _____

Address _____

City _____ State/Providence/Zip/Postal Code _____

Badge Name _____

Phone Number _____ Fax Number _____ e-mail _____

**Return exhibitor staff registration form with your
booth application or fax to (703) 435-4390
by January 31, 2008.**