

EXHIBIT "B"

RULES AND REGULATIONS GEORGE R. BROWN CONVENTION CENTER

DEFINITIONS

Event: The function for which the Facility will be used and occupied, as described in the License Agreement.

Event Manager: The person assigned to act as the liaison between the client, HFC and the in-house contractors. This person has authority to act for the Facility Manager in his or her absence.

Facility: George R. Brown Convention Center, 1001 Avenida de las Americas, Houston, Texas 77010.

Facility Manager: The person in charge of overseeing day-to-day operations at the Facility, including events, maintenance, repairs and capital projects.

Licensee: An entity or individual that has entered into a License Agreement with HFC for use of the Facility.

License Period: The period of time Licensee has use of the Premises, as defined in the License Agreement.

Premises: That portion of the Facility to be used for the Event, as defined in the License Agreement.

FIRST AID

(1) Certified first aid personnel (such as emergency medical technicians or nurses) are required at events with an estimated attendance of five hundred (500) or more people. Licensee shall be responsible for the cost of providing certified first aid personnel.

(2) A minimum of one (1) certified first aid provider must be present in the Premises during each Event day, beginning thirty (30) minutes prior to the Event opening to attendees and continuing until one hour after the Event is closed to attendees.

(3) At least one (1) certified first aid provider must be present in the Premises during move-in and move-out activities, such as the loading/unloading of freight or exhibits, or the use of equipment such as forklifts, boom lifts, scissor lifts, or pallet jacks.

(4) A schedule of the number and postings of first aid personnel shall be submitted in writing to the Event Manager at least thirty (30) calendar days prior to the first day of the License Period. All such first aid arrangements are subject to the approval of the Facility Manager.

(5) Licensee assumes sole responsibility for the qualifications of all first aid personnel.

(6) Licensee shall notify the Event Manager immediately in the event of an accident, injury or any other incident requiring first aid.

SECURITY

(1) Licensed security guards are required at events with an estimated attendance of five hundred (500) or more people. Licensee shall be solely responsible for providing security in the Premises, including crowd and traffic control, at any loading docks, driveways or other areas used during the License Period, at its sole cost and expense.

(2) If the Premises includes an exhibit hall, then a minimum of two (2) security guards must be present during each Event day beginning thirty (30) minutes prior to the Event opening to attendees and continuing until one hour after the Event is closed to attendees. One security guard shall be posted to monitor ingress and egress and the other shall be assigned to rove the Premises.

(3) If the Premises does not include an exhibit hall, then a minimum of one (1) security guard must be present during each Event day beginning thirty (30) minutes prior to the Event opening to attendees and continuing until one hour after the Event is closed to attendees.

(4) At least one (1) security guard must be present in the Premises during move-in and move-out activities, such as the loading/unloading of freight or exhibits, or the use of equipment such as forklifts, boom lifts, scissor lifts, or pallet jacks.

(5) A schedule of the number and location of security guards shall be submitted in writing to the Event Manager at least thirty (30) calendar days prior to the first day of the License Period. All security arrangements are subject to the approval of the Facility Manager.

(6) Licensee assumes sole responsibility for the qualifications of all security personnel.

(7) Licensee shall, at all times, conduct its activities with full regard for public safety and observe and abide by all applicable rules, including without limitation all emergency procedures, regulations and requests of the Facility Manager or duly authorized governmental agency responsible for public safety.

(8) Licensee shall ensure that its employees, agents, exhibitors, contractors, and subcontractors wear a clearly visible identification badge provided by Licensee or their respective employer at all times. Badges must include the name of the wearer and the name of his or her employer.

FIRE REGULATIONS

(1) Flammable or volatile materials are prohibited within the Facility unless approved, in advance and in writing, by the fire marshal and the Facility Manager.

(2) Use of flammable compressed gas cylinders is strictly controlled within the Facility and generally prohibited. Non-flammable compressed gas cylinders must be secured to prevent toppling.

(3) All decorations, drapes, signs, banners, table coverings and skirts, carpeting or similar decorative materials used shall be flame retardant to the satisfaction of the fire marshal and are subject to inspection and flame testing by the fire marshal.

(4) Licensee, its employees, agents, exhibitors, contractors and all other personnel shall comply with all federal, state and local fire codes which apply to places of public assembly.

(5) No portion of the entrances, exits, corridors, passageways, halls, lobbies, stairways, escalators, aisles, driveways, sidewalks, ramps or other common areas shall be obstructed or used for any other purpose than ingress and egress. All doors shall have a clearance of at least ten feet (10') on both sides with no physical obstructions. All exit doors shall remain unlocked during the Event.

(6) Access to fire detection and suppression systems, heating, ventilation and air-conditioning vents, lighting fixtures and controls shall not be covered or obstructed at any time for any reason. Exit signs and fire hose cabinets must remain visible and unobstructed at all times.

(7) Licensee shall not admit to the Premises a number of persons in excess of the maximum occupancy established and approved by the fire marshal.

(8) Certain events, exhibits, displays or activities require standby personnel for a fire watch. All such costs incurred, including an hourly fee and permit, shall be the sole responsibility of Licensee. (Please consult your Event Manager for further details.)

(9) The fire marshal has authority to delay or close the event for any violation or for safety reasons.

FLOOR PLANS

(1) For any Event featuring exhibit space, such as conventions and trade shows, floor plans must be submitted to the Event Manager no later than ninety (90) days prior to the first day of the License Period. Floor plans for all other Events must be submitted to the Event Manager no later than thirty (30) calendar days prior to the first day of the License Period.

(2) Floor plans shall allow adequate aisle and cross-aisle space and shall not prevent access to fire exits, fire hoses, concession areas, offices or meeting rooms. All floor plans should include any registration and pre-function areas.

(3) Any floor plan, if different from the plan originally submitted, shall be submitted for re-approval to the Event Manager no less than fifteen (15) calendar days prior to the first day of the License Period.

MOVE-IN AND MOVE-OUT

(1) Licensee is responsible for coordinating all move-in and move-out activities, schedules and logistics with the Event Manager. All labor costs, expenses and requirements for move-in, move-out and set-up shall be the sole responsibility of Licensee.

(2) Licensee is responsible for handling, storing and securing all freight, including crates and packing material. Crates shall only be stored in areas approved in advance by the Facility Manager. HFC does not allow or accept freight shipments for Licensee, its contractors, exhibitors or speakers prior to the License Period. HFC shall not be held liable for any damages, losses or security surveillance for storage of crates.

(3) All move-in and move-out of freight must be through designated loading docks, freight doors and freight elevators. The main lobbies, side doors, escalators and passenger elevators are not to be used for such purposes.

(4) No forklifts, trailers, or other vehicles or equipment shall be stored or left before or after the License Period without prior written authorization from the Facility Manager.

(5) Freight doors, portable walls, and all HFC-owned equipment shall only be set-up and/or operated by authorized HFC employees or contractors.

(6) Licensee is responsible for the removal of all crates and pallets from the Facility by the end of the License period.

(7) Access to equipment rooms, exhibit floor utility boxes and the underground utility tunnel is strictly prohibited to anyone other than authorized HFC employees and contractors.

(8) All vehicles, forklifts, and heavy equipment not on display shall be removed from the Premises at least one (1) hour before the Event is opened to attendees.

PERMITS

Certain events, exhibits, displays and activities require licenses and/or permits, including, but not limited to, the following: Cooking, food and beverage sampling, liquid or gas fueled vehicles, pyrotechnics, lasers, antique dealing, sales and use tax, use of tents or canopies.

DAMAGE PREVENTION

(1) Vehicles, forklifts, boom lifts, scissor lifts, pallet jacks, personnel carts and objects over 1,500 pounds are prohibited on carpeted areas of the Facility unless approved in advance and in writing by the Event Manager. If approved, Masonite® or 6ml. polyethylene floor covering shall be used at all times. Licensee may request use of Masonite® in inventory at the Facility during the License Period, provided that setup and removal are the sole responsibility of Licensee.

(2) Golf carts, Cushman® utility vehicles, Segway® vehicles, bicycles and similar transportation devices are expressly prohibited in carpeted areas of the Facility unless approved, in advance and in writing, by the Event Manager.

(3) All platform trucks, dollies and carts used on permanently carpeted areas shall have tires and wheels of a type approved by the Facility Manager and shall meet the following requirements: (i) Wheels of at least six inches (6") in diameter, (ii) thread width of at least two and one-half inches (2½"), and (iii) non-skid tires.

(4) No locks and/or chains will be placed on any door of the Facility for any reason.

(5) Under no circumstances should any exterior door be propped open or any automatic closing device, panic hardware or mullion removed from any door of the Facility.

(6) Use or distribution of adhesive-backed decals is prohibited at the Facility.

(7) Only tapes pre-approved by the Event Manager shall be used in the Facility (e.g., Shurtape® PC 618 cloth tape or Shurtape® DF 642 double-faced cloth tape). No tape of any kind shall be permitted on any permanently carpeted or painted areas or be affixed to any permanent feature of the Facility.

(8) No holes may be drilled, cored or punched into walls, floors, or any other part of the Facility. Use of nails and tacks on Facility walls is expressly prohibited.

(9) Painting or finishing of signs, displays or other objects is prohibited at the Facility.

(10) Drip pans and scrap buckets should be provided for operating machinery to prevent lubricants, paint, etc. from staining the floor and/or causing a safety hazard.

(11) Any display containing soil, sand or similar materials shall use a protective floor covering such as heavy plastic. Curbing material shall be used to prevent spills and seepage.

(12) The furniture located in the second level show offices and conference rooms shall not be moved without the prior approval of the Facility Manager.

(13) Hazardous materials, including biohazards, are strictly prohibited at the Facility unless approved in advance and in writing by the Facility Manager. Licensee shall be solely responsible for the proper care, handling, removal, and disposal of all hazardous materials.

EXCLUSIVE SERVICES

(1) An in-house provider exclusively offers food, beverage and catering services at the Facility. Sampling requires the advanced permission of the exclusive food and beverage provider and must be requested at least thirty (30) calendar days prior to the first day of the License Period.

(2) Telecommunications, including voice, data and network services, are exclusively offered by an in-house provider.

(3) Temporary utilities, including electrical, compressed air, water and drainage services are an exclusive service at the Facility.

(4) Exhibit booth cleaning is an exclusive service at the Facility.

(5) Facility-affixed audio and structural rigging are controlled exclusively by the in-house audio-visual contractor.

KEYS

Requests for keys must be submitted to the Event Manager and any keys issued shall be returned before the end of the License Period. Licensee shall be charged seventy five dollars (\$75.00) for each key not returned to the Event Manager by the expiration of the License Period and a twenty five dollar (\$25.00) charge for re-keying each appropriate lock.

CLEANING

(1) Facility staff will clean the common areas, including lobbies, hallways, aisle carpeting, restrooms, meeting rooms, association offices and registration areas at no charge.

(2) Facility staff will provide light trash removal during move-in and move-out. Licensee shall be responsible for removing all bulk trash, crates, pallets, packing material and any other trash not easily removed by a vacuum cleaner or push broom.

(3) Licensee shall be held responsible for any cleaning costs incurred due to residue, oil, grease, or an unusual amount of dirt or debris. Use of confetti, glitter or helium balloons will result in additional cleaning costs. In addition to any labor costs, Licensee shall be liable for any costs associated with environmental clean up and/or disposal.

(4) Licensee shall be charged \$1,000.00 per exhibit hall if tape, residue marks and booth number stickers are not removed from the Premises before the end of the License Period.

ANIMALS/PETS

With the exception of service animals and animals participating in dog or cat shows, animals shall not be allowed in the Facility unless approved in advance and in writing by the Facility Manager. The Facility Manager must receive all requests to bring animals into the Facility no later than ten (10) calendar days prior to the first day of the License Period.

PARKING

- (1) Street parking in front of the Facility on Avenida de las Americas without a permit is strictly prohibited.
- (2) Parking on the third level ramp at the Facility is by permit only. All vehicles in violation will be towed, without notice and at the owner's expense.
- (3) Private vehicle parking is available at surrounding parking garages and numerous surface lots located near the Facility.

VEHICLE DISPLAYS

- (1) All vehicle displays require a permit from the Houston Fire Department. If fifteen (15) or more vehicles will be displayed, then standby personnel shall be required for a fire watch. All costs incurred, including an hourly fee and permit, shall be the sole responsibility of Licensee. (Please consult your Event Manager for further details.)
- (2) The battery must be disconnected while any vehicle is on display.
- (3) Fuel in the tanks of display vehicles shall not exceed one quarter ($\frac{1}{4}$) of their capacity or five (5) gallons of fuel, whichever is less.
- (4) All display vehicle gas caps shall be taped or locked.
- (5) Non-flammable protective covering must be placed under display vehicles to prevent stains.
- (6) Duplicate keys for vehicles on display must be provided to show management and/or to show security for use in the event of an emergency. Keys shall be kept in the Premises during the entire License Period.

RIGGING AND HANGING

- (1) Rigging and hanging requests must be submitted for approval at least thirty (30) calendar days prior to the first day of the License Period to the Facility audio-visual contractor, who will determine if the requests are within the architectural guidelines of the Facility.
- (2) The Facility Manager reserves the right to refuse permission, remove, delay or terminate any rigging or hanging for safety reasons or to prevent damage to the Facility.
- (3) The following table contains a summary of who may provide installation of certain materials:

TYPE OF MATERIAL	DEFINITION	WHO MAY HANG OR ATTACH
Banner, drape, or screen masking	Soft material articles with no framing and no rigid support system. Total weight is 250 lbs. or less. Materials used must meet fire code regulations.	Licensee and/or its decorating service contractor.
Sign that is 250 lbs. or less (no electrical)	Rigid or hard material with frame and/or support system. Purpose is to display words, pictures, graphics, etc., not to include projected images.	Licensee and/or its decorating service contractor.
Sign that is 251 lbs. or more (with or without electrical)		Licensee and/or its decorating service contractor, but with approval of labor, location and weight by the Facility audio-visual contractor.

Equipment support system	Facility structure utilized to support lighting, sound, winch motors, screens, scenery, backdrops, etc.	Facility audio-visual contractor shall have the exclusive right to establish each Point. Everything below the Point may be handled by Licensee and/or its decorating service contractor.
Exhibit support system	Structures, cable, lines, etc. utilized to guide and support any part of an exhibit booth or stage setting.	

(4) A "Point" is defined as the steel cabling used to wrap or to be affixed around the structural beams of the Facility. The Facility audio-visual contractor shall have the exclusive right to supply the steel cabling, in addition to the right to supply the labor to wrap the cables around structural beams and connect those cables.

SMOKING AND TOBACCO

(1) In accordance with HFC of Houston Ordinance No. 2006-1054, smoking is prohibited at the Facility, with the exception of certain enclosed meeting areas designated by HFC, when used for private, invitation-only functions.

(2) The distribution or sale of tobacco products is strictly prohibited in the Facility.

CONCEALED HANDGUNS

(1) Possession of Firearms is forbidden in the Facility with the exception of the following: (i) licensed peace officers and licensed honorably retired peace officers and (ii) exhibitors and patrons during duly licensed gun shows and (iii) individuals licensed by the State of Texas to carry concealed handguns.

(2) A "Firearm" is defined as any device designed, made, or adapted to expel a projectile through a barrel or cylinder by using the energy generated by an explosion or burning substance or pressurized air or gas or any device readily convertible to that use.

RESIDUAL MATTERS

(1) HFC reserves the right to alter and/or amend these Rules and Regulations at any time by notifying Licensee and shall have sole authority to make decisions concerning any issue not addressed herein.

(2) For every Event, HFC has the final determination as to whether the Facility is properly prepared, in accordance with these Rules and Regulations, for the doors to be opened to Event attendees.