

WHERE THE
FASHION WORLD TURNS
FOR SOURCING.



SOURCING
at MAGIC

THE MOST EFFECTIVE WAY TO REACH THE \$181 BILLION* U.S. APPAREL INDUSTRY.

SOURCING
at MAGIC



*SOURCE: NPD Annual Report FYE 2005.



ESTABLISHED IN 1933, MAGIC HAS BECOME A POWERHOUSE OF THE FASHION INDUSTRY.

Over 70 years ago, MAGIC launched its first trade show as the Men's Apparel Guild In California. Since then, MAGIC has firmly established itself as the largest, most comprehensive fashion trade show in North America, with over 1 million square feet of space.

Running concurrently with MAGIC, Sourcing at MAGIC has become the premiere trade event in North America covering the entire supply chain for apparel contract manufacturers, fabric & trim suppliers, print design studios and service providers. Sourcing at MAGIC covers all categories of fashion including:

- ACCESSORIES
- ACTIVE LIFESTYLES
- CHILDREN'S
- FOOTWEAR
- JUNIORS
- MENS
- SWIM
- URBAN/STREETWEAR
- WOMENS

BUYERS FROM A FEW MAJOR FASHION COMPANIES THAT HAVE ATTENDED SOURCING AT MAGIC.

- ABERCROMBIE & FITCH
- AEROPOSTALE
- AMERICAN EAGLE OUTFITTERS
- ANN TAYLOR, INC.
- BANANA REPUBLIC
- BCBG MAXAZRIA
- BEBE
- CHICO'S
- DICKIES
- DILLARDS
- FRUIT OF THE LOOM
- GAP
- GUESS
- HAGGAR CLOTHING CO
- J C PENNEY
- JOCKEY INT'L
- KELLWOOD
- LEVI STRAUSS
- LIMITED BRANDS
- LIZ CLAIBORNE
- LL BEAN
- LORD & TAYLOR
- MACY'S
- MANGO
- NEW YORK & CO.
- NIKE
- NORDSTROM
- NORTH FACE
- PERRY ELLIS INT'L
- PHILIPS VAN HEUSEN
- POLO JEANS CO.
- QUIKSILVER
- SAKS, INC.
- SARA LEE
- SEAN JOHN
- TARGET
- THE CHILDREN'S PLACE
- TIMBERLAND
- TOMMY HILFIGER
- WAL-MART
- WEATHERPROOF GARMENT
- WILSONS LEATHER

**A
BUSINESS-BUILDING
OPPORTUNITY
THAT IS SECOND
TO NONE.**

SOURCING
at MAGIC





THERE IS NO BETTER PLACE TO CONNECT WITH THE WORLD'S LEADING SOURCING APPAREL COMPANIES.

The top apparel brands and retailers in the world consider MAGIC to be North America's premier fashion trade show. So when product development executives from these companies need new sourcing resources, it is a simple and logical choice for them to see what Sourcing at MAGIC has to offer. For this reason, exhibiting at Sourcing at MAGIC is an exceptional business building opportunity. We have close relationships with top apparel companies that have been built over 70 years. This creates an opportunity unavailable anywhere else for you to access and connect with:

- The largest concentration of buying power in North America.
 - SOURCING AND PRODUCTION MANAGERS
 - FABRIC & TRIM BUYERS
 - BRANDED APPAREL COMPANIES
 - IMPORTERS
 - PRODUCT DEVELOPMENT TEAMS
 - DESIGNERS
 - DISTRIBUTERS/WHOLESALEERS
 - RETAILERS
- **2,900** wholesalers representing **5,000** brands and **20,000** product lines
- Top retailers that represent over \$150 billion in US consumer apparel sales
- Private label marketers with \$35 billion in purchasing power seeking full-package suppliers
- European-based brands, importers and wholesalers

THE LARGEST APPAREL SOURCING SHOW IN NORTH AMERICA.

SOURCING
at MAGIC





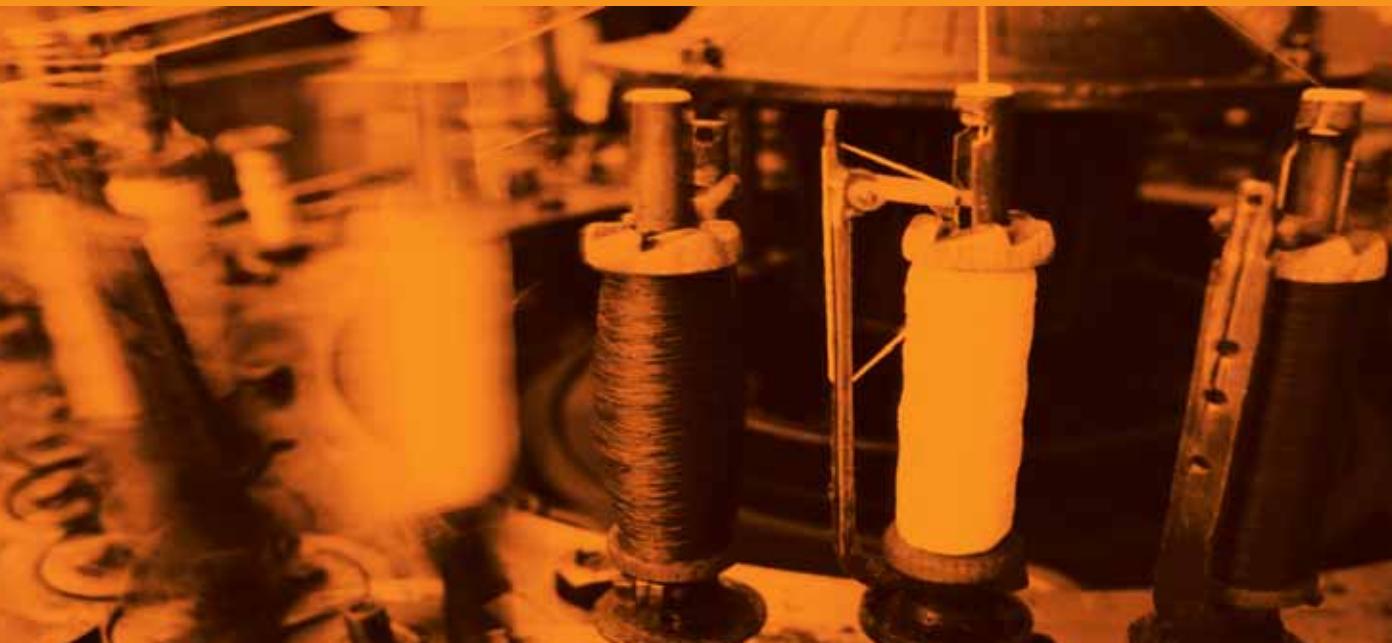
THIS IS WHERE THE WORLD'S LEADING SOURCING COMPANIES COME TO BE SEEN.

The rapid growth of Sourcing at MAGIC is proof that it is the place to be for those who want to break into the North American apparel market. Further proof, is that while other sourcing shows have around 150 exhibitors, Sourcing at MAGIC has over **700** exhibitors, **from more than 40 countries!** Companies from all over the world exhibit at Sourcing at MAGIC every year because they know that success comes from building relationships with the right people. Maintaining a consistent presence at MAGIC helps accomplish this by:

- Reinforcing your company's position as a credible resource to top apparel companies.
- Generating visibility and interest in your company's products & services.
- Enabling you to meet other sourcing professionals who can offer information and partnership opportunities that can improve your productivity and profitability.
- Creating relationships that will expand your opportunities and enhance your company's future in the U.S. market.

**SOURCING
AT MAGIC
DELIVERS
TOP DECISION
MAKERS.**

SOURCING
at MAGIC





THE MOST AGGRESSIVE TRADE MARKETING PROGRAMS IN THE INDUSTRY.

Only MAGIC has a full-time staff dedicated to making sure the people you want to meet attend the show. This includes sourcing managers, product development teams, designers, merchandisers, buyers, importers and distributors from top brands and retailers. Ongoing marketing efforts aimed at these executives are among the most extensive in the industry. Each show we:

- Conduct thousands of face-to-face meetings
- Make thousands of phone calls
- Send over 350,000 emails
- Send over 200,000 direct mail pieces
- Run ads and promotional tactics that are part of a multi-million dollar trade marketing program

GAIN PERSONAL INTRODUCTIONS THROUGH OUR MATCHMAKING SERVICES.

Each show our attendee relations staff makes thousands of telephone calls to sourcing executives. During these calls our staff discusses the types of sourcing resources these important executives are looking for. Our staff then arranges introductions between the sourcing executives and exhibitors with the right capabilities. This Matchmaking Service generates productive relationships and speeds up the process of creating successful deals for all parties involved.



**SHOWCASE YOUR
CAPABILITIES TO KEY
APPAREL INDUSTRY
PROFESSIONALS.**

SOURCING
at MAGIC



WHO CAN BENEFIT FROM EXHIBITING AT THIS SHOW?

Your business or trade organization would be well advised to exhibit at Sourcing at MAGIC if you would like to promote any of the following capabilities to the fashion industry:

ORIGINAL DESIGN MANUFACTURERS

ODM is rapidly becoming a favorite area among buyers. Exhibitors in this area offer:

- An opportunity to showcase your design collections and offer patternmaking and design capabilities.
- The ability to sell merchandise in minimum quantities of 360 units or more.
- Opportunities for buyers to purchase international designs to incorporate into their lines.

CONTRACT MANUFACTURERS

Hundreds of companies promote their capabilities in this area representing a cross section of the best apparel manufacturers in the world. Exhibitors in this area provide:

- Finished goods or accessories production for made-to-order apparel starting at 1,800 unit minimums and higher
- "CUT & SEWN ASSEMBLY" – factories that are supplied fabrications and trimming components from the buyer for production
- "FULL PACKAGE" – vertical factories and full package manufacturers that provide the service of sourcing fabrics and components for the buyer prior to cutting, sewing and assembly

FABRIC

The Fabric area provides buyers an opportunity to discover an exciting range of domestic and international fabric and textiles, including:

- DENIM
- FIBER
- FUNCTIONAL/TECHNICAL
- KNITS
- LACE
- LEATHER/SUEDE
- ORGANIC COTTON
- WOVENS
- AND MUCH MORE...

TRIM & COMPONENTS

Featuring a creative and diversified showcase of Trim & Components where buyers locate items to give their fashion line a distinctive flair. Exhibitors in this area offer:

- BEADS
- BUCKLES
- BUTTONS
- DECORATIVE TRIMS
- ELASTIC
- EMBROIDERY LACE
- LABELS, BADGES AND HEAT-TRANSFERS
- METALLIC AND PLASTIC TRIMS
- ZIPPERS
- AND MORE...

SERVICE PROVIDERS

The Service Provider area provides a setting where buyers can view products and services that will support and aid their supply chain process, this includes:

- ASSOCIATIONS AND PUBLICATIONS
- CAD/CAM
- DISPLAYS
- COLOR AND TREND SERVICES
- FINANCE
- LOGISTICS
- MACHINERY
- PACKAGING
- POS (POINT OF SALE SYSTEMS)

PRINTSOURCE AT MAGIC

The Printsource at MAGIC area is an environment featuring original textile designs, creative inspiration for designers, and original textile artwork for purchase. Key fashion influencers experience products first-hand in a fresh environment charged with excitement and innovation making it the ideal showcase for textile design.

**A PRICELESS
EDUCATION
ON HOW BUSINESS
IS DONE IN
NORTH AMERICA.**

SOURCING
at MAGIC





LEARN THE KEYS TO SUCCESS IN THE NORTH AMERICAN APPAREL MARKET.

To succeed in the North American apparel market it is important to understand how business is done. A trip to Sourcing at MAGIC can provide a priceless education in this area:

- **ATTEND FREE EDUCATIONAL SEMINARS FROM TOP INDUSTRY EXPERTS.**
You will gain valuable information on the latest colors & trends, activities and trade laws in sourcing. This can help you spot opportunities that will improve your business' profitability and productivity.
- **WALK AROUND THE SOURCING AT MAGIC SHOW**
You can see first hand what other organizations and countries are promoting in the sourcing arena.
- **MEET WITH OUR REPRESENTATIVES AT OUR SOURCING RESOURCE CENTER**
These staff members have a wealth of information...they can provide additional advice and suggestions that can make your show a more successful one.
- **VISIT BRANDED WHOLESALERS AT MAGIC**
You can learn a lot about the trends in all areas of the apparel industry...as you walk the show you will see new product lines that your customers are marketing.
- **SHOP LAS VEGAS!**
Voted the premier shopping destination in the U.S., you can become familiar with many of the top retailers in the industry and see how they position their stores and products to the consumer.

**NOW IS THE
TIME TO EXPAND
THE BORDERS
OF YOUR
BUSINESS.**

SOURCING
at MAGIC





QUOTAS AND TRADE LAWS HAVE RECENTLY CHANGED.

As a result, North American apparel companies are aggressively searching for new resources and trade organizations to do business with. This is why these countries and/or their trade associations have chosen to make exhibiting at Sourcing at MAGIC part of their business expansion plans:

- BANGLADESH
- CAMBODIA
- CAMEROON
- CANADA
- CHILE
- CHINA
- COLOMBIA
- CZECH REPUBLIC
- EGYPT
- EL SALVADOR
- ETHIOPIA
- FRANCE
- GERMANY
- GHANA
- GUATEMALA
- HONDURAS
- HONG KONG
- INDIA
- INDONESIA
- ITALY
- JAPAN
- JORDAN
- KENYA
- KOREA
- MADAGASCAR
- MAURITIUS
- MEXICO
- MONGOLIA
- MOROCCO
- PAKISTAN
- PERU
- PHILIPPINES
- SOUTH AFRICA
- SRI LANKA
- TAIWAN
- THAILAND
- TURKEY
- UGANDA
- UNITED STATES
- VIETNAM

DON'T MISS THIS WINDOW OF OPPORTUNITY!

Top brands and retailers in the apparel industry will be here.
Make sure you are.

SPACE IS LIMITED. APPLY TO EXHIBIT TODAY!

NEXT SHOW DATES:

AUGUST 27 – 30, 2007

FEBRUARY 12 – 15, 2008

FOR PARTICIPATION INFORMATION, GO TO:

www.sourcingatMAGIC.com

(P) +1.818.593.5000 (E) cs@sourcingatMAGIC.com



SOURCING
at MAGIC

THE LARGEST
APPAREL & FABRIC
SOURCING EVENT
IN NORTH AMERICA.

DON'T MISS IT.

AUGUST 27 – 30, 2007

FEBRUARY 12 – 15, 2008

FIRST FLOOR-SOUTH HALL

LAS VEGAS CONVENTION CENTER

LAS VEGAS, NV USA

For Participation Information go to:

www.sourcingatMAGIC.com

(P) +1.818.593.5000 (E) cs@sourcingatMAGIC.com

HARDWALL BOOTH PACKAGE

Participate in the MAGIC Marketplace with our all-inclusive Hardwall Exhibit Booth Package. Enjoy a complete turnkey set-up, including all labor and set-up fees, priced at just \$5,125 including space fee.

COST PER 10' X 10' PACKAGE:

\$5,125

DEADLINE DATE: JULY 27, 2007

Hardwall Booth Package Includes:

- Exhibit Space
- 8' Hardwall with Wood Laminated Panels
- Four White Shelves and Brackets
OR Four Hanging Bars and Brackets
OR Two of Each (all self-adjusting)
- Two Arm Lights
(75 watts each)
- One Booth Sign
(12" x 48" sign will be printed with contracted exhibiting company name only)
- One Table
- Three Chairs
- One Waste Basket
- Tan Carpeting
(no substitutes)
- One Electrical Outlet
(500 watts)
- All Set-up Fees for Booth Package
- Drayage
(up to 300 lbs — product only)



Please note: Modification to overall structure is not permitted.

Actual working space is 8' deep x 9'9" wide.

All rental units will be available for client merchandising one day prior to show opening unless otherwise requested. Exhibitors are responsible for any damage done to rental units (including tape left on walls). GES will invoice based on \$95 PER PANEL.

To reserve your Hardwall Booth Package, please call 818.593.5000.

MAGIC
THE BUSINESS OF FASHION

MAGIC WWDMAGIC MAGIC kids Sourcing at MAGIC
August 27-30, 2007 • Las Vegas Convention Center & Las Vegas Hilton

GES HARDWALL BOOTH PACKAGE OPTIONS

GES provides optional accessories on MAGIC Marketplace Hardwall Booth Packages. Please choose from the following:

DISCOUNT DEADLINE DATE FOR BOOTH ACCESSORIES: JULY 27, 2007*

ITEM	QUANTITY		REGULAR PRICE	DISCOUNT PRICE	TOTAL
Straight Shelves: 10" x 39"	_____	x	\$ 94.50	\$ 63.00	_____
Garment Rod: 39"	_____	x	\$ 94.50	\$ 63.00	_____
Garment Rack	_____	x	\$ 75.60	\$ 50.75	_____
Arm Light: 75 watts	_____	x	\$ 117.00	\$ 78.00	_____
Gridwall: 2' x 8'	_____	x	\$ 174.75	\$ 116.50	_____
GEM Counter: 39" x 19" x 40" H White Top / Wood Laminate Insert	_____	x	\$ 499.00	\$ 299.25	_____
TOTAL DUE / PAYMENT AMOUNT					_____

ACCESSORIES

Please note: Modification to overall structure is not permitted. Package will be constructed as is with additional accessories only.



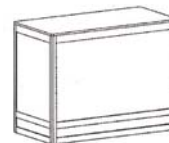
Straight shelves



Arm Light



Grid Wall



GEM Counter

At which show will you be exhibiting? MAGIC WWDMAGIC MAGIC kids Sourcing at MAGIC

COMPANY _____

EMAIL ADDRESS _____

BOOTH NUMBER _____

CREDIT CARD AUTHORIZATION (All information must be provided.)

Type of Account: Corporate Personal
 Type of Card: American Express MasterCard Diners Club Discover Visa
 Account # _____ Expiration Date _____
 Name (as it appears on card) _____
 Billing Address _____
 City _____ State _____ Zip _____ Country _____
 Phone _____ Fax _____
 Signature _____

SUBMIT FORM AND PAYMENT TO GES

GES Exposition Services
 7050 Lindell Road
 Las Vegas, NV 89118
 PHONE: 800.475.2098 or 866.437.6733
 FAX: 702.263.1520 • EMAIL: servicecenter@gesexpo.com

Payment must accompany order to GES and be made in U.S. funds drawn on a U.S. bank.

CANCELLATION POLICY: Orders cancelled before move-in begins will be charged 50% of original price. Orders cancelled after move-in will be charged 100%.

* A 50% surcharge will apply for all accessory orders received after discount deadline.

SOFTWALL BOOTH PACKAGE

Participate in the MAGIC Marketplace with our all-inclusive Softwall Exhibit Booth Package. Enjoy a complete turnkey set-up, including all labor and set-up fees, priced at just \$4,595 including space fee.

COST PER 10' X 10' PACKAGE:

\$4,595

DEADLINE DATE: JULY 27, 2007

Softwall Booth Package Includes:

- Exhibit Space
- 8' High Natural Muslin Fabric Walls
- Two Clamp-On Lights (75 watts each)
- One Booth Sign (12" x 48" sign will be printed with contracted exhibiting company name only)
- One Table
- Three Chairs
- One Garment Rack
- One Waste Basket
- Tan Carpeting (no substitutes)
- One Electrical Outlet (500 watts)
- All Set-up Fees for Booth Package
- Drayage (up to 300 lbs — product only)



Please note: Modification to overall structure is not permitted.

Actual working space is 9' deep x 9'9" wide.

Fabric walls will not support shelves, hangbars or other accessories. See reverse side for additional optional accessories. Exhibitors are responsible for any damage done to rental units (including tape left on walls). GES will invoice based on \$95 PER PANEL.

To reserve your Softwall Booth Package, please call 818.593.5000.

MAGIC
THE BUSINESS OF FASHION

MAGIC WWDMAGIC MAGIC kids Sourcing at MAGIC
August 27-30, 2007 • Las Vegas Convention Center & Las Vegas Hilton

GES SOFTWALL BOOTH PACKAGE OPTIONS

GES provides optional accessories on MAGIC Marketplace Softwall Booth Packages. Please choose from the following:

**DISCOUNT DEADLINE DATE
FOR BOOTH ACCESSORIES:
JULY 27, 2007***

ITEM	QUANTITY		REGULAR PRICE	DISCOUNT PRICE	TOTAL
Garment Rack	_____	x	\$ 75.60	\$ 50.75	_____
Light (Clamp-On)	_____	x	\$ 117.00	\$ 78.00	_____
Clothes Tree	_____	x	\$ 51.75	\$ 34.50	_____
Bag Stand	_____	x	\$ 90.00	\$ 59.50	_____
Waterfall Stand	_____	x	\$ 103.00	\$ 68.75	_____

TOTAL DUE / PAYMENT AMOUNT _____

At which show will you be exhibiting? MAGIC WWDMAGIC MAGIC kids Sourcing at MAGIC

COMPANY _____

EMAIL ADDRESS _____

BOOTH NUMBER _____

CREDIT CARD AUTHORIZATION

(All information must be provided.)

Type of Account: Corporate Personal

Type of Card: American Express MasterCard Diners Club Discover Visa

Account # _____ Expiration Date _____

Name (as it appears on card) _____

Billing Address _____

City _____ State _____ Zip _____ Country _____

Phone _____ Fax _____

Signature _____

SUBMIT FORM AND PAYMENT TO GES

GES Exposition Services

7050 Lindell Road

Las Vegas, NV 89118

PHONE: 800.475.2098 or 866.437.6733

FAX: 702.263.1520

EMAIL: servicecenter@gesexpo.com

Payment must accompany order to GES and be made in U.S. funds drawn on a U.S. bank.

CANCELLATION POLICY: Orders cancelled before move-in begins will be charged 50% of original price. Orders cancelled after move-in will be charged 100%.

Please note: Modification to overall structure is not permitted. Package will be constructed as is with additional accessories only.

* A 50% surcharge will apply for all accessory orders received after discount deadline.

Show Dates: August 27-30, 2007 • Agreement Deadline Date: May 4, 2007

Please include the following with your completed Agreement:

1. The Show Directory/Website/Matchmaking Information section
2. Your company's product line sheet along with a catalog, press kit, brochure and/or photos
3. Make payment online at www.advanstar.com/payus or make check payable to Sourcing at MAGIC/Advanstar. (International exhibitors see wire transfer instructions).

Please note: All 4 pages MUST be completely filled out and accompanied with deposit to process application.

Mailing Address Information:

Please type or print clearly. Do not use Post Office Box Number.

Exhibiting Company Name _____

Address _____

Address (continued) _____

City _____

State _____ Zip _____

Province _____ Country _____

Phone _____

Fax _____

Company Website _____

Key Personnel:

Management Contact

Name _____

Title (CEO / Pres. / V.P., etc) _____

Phone _____

E-mail _____

Show Contact / Trade Show Coordinator

Name _____

Title (CEO / Pres. / V.P., etc) _____

Phone _____

E-mail _____

PR / Marketing Contact

Name _____

Title (CEO / Pres. / V.P., etc) _____

Phone _____

E-mail _____

Select Show Floor Category Below:

Requests for booth space will be allotted as available. MAGIC will attempt to honor Exhibiting Company's preferences described in this Agreement, but all decisions regarding exhibitor space, location, neighbors and configuration are in the sole discretion of MAGIC. Each Exhibiting Company must qualify for a category. Please indicate the category in which you qualify.

- Contractor / Manufacturer** (manufacturers offering large production according to buyer specifications)
- Original Design Manufacturer** (manufacturers offering pre-designed lines and able to produce in minimum quantities of 360 units)
- Fabric** – (fabric & textile mills, i.e. leather, denim, fiber, cotton, synthetics, fur, knits, etc)
- Trim** – (trim & components, i.e. beads, buttons, notions, labels, embroidery, zippers, etc)
- Print Design** – (design and print studio for fabric & textiles)
- Services** – (POS, CAD/CAM, Associations, Color & Trend Services, Finance, Logistics, Packaging, Publications, etc.)

Make payment online at www.advanstar.com/payus or make check payable to **MAGIC/Advanstar**.

(International exhibitors see wire transfer instructions below)

WIRE TRANSFER INFO:

Bank Name: Wells Fargo Bank, N.A.
 City, State: San Francisco, CA
 Direct To: ABA 121000248
 Account Number: 4121100705
 Swift BIC Number: WFBUS6S (International Transfers Only)
 Beneficiary: Advanstar/MAGIC
 Existing Customers: Please reference your invoice or account number.

Please sign and date this Agreement (including items noted above) and send to MAGIC to secure your space or package. Booth deposit MUST accompany Agreement.

EXHIBITING COMPANY

SIGNATURE X _____ Date _____
 (Authorized by Exhibiting Company)

By signing this Agreement the Exhibiting Company agrees to the MAGIC Show Agreement Terms and Conditions found on the reverse side of this Agreement. Any change in the Exhibiting Company's mailing address, show directory information, brand names or product listings must be requested in writing. YES, by signing above the Exhibiting Company hereby affirmatively consents and agrees to receive (i) facsimile advertisements sent by or on behalf of MAGIC/Advanstar Communications to the facsimile number provided above; (ii) telephone solicitations initiated by or on behalf of MAGIC/Advanstar Communications and directed to the telephone number provided above; and (iii) commercial electronic mail messages sent by or on behalf of MAGIC/Advanstar Communications, its affiliates, lines of business and divisions.

Mail to: Sourcing at MAGIC/Advanstar Communications
 Attn: Cash Control Dept.
 P.O. Box 6150
 Duluth, Minnesota 55806-6150

All inquiries please call (818) 593-5000.

Participation Fee & Deposit Per Booth Space:

Please select **ONE OPTION ONLY** per Agreement and indicate the number of spaces/packages requested.

OPTION 1

Exhibit Space (Only)

Hardwalls and display fixtures are not included in this option but are required for participation. Exhibit space is for floor space only.

	10' x 10'	10' x 15' Wide
Space Cost Only (including 500 watts electrical).....	\$3,895	\$5,845
Deposit Required per Space	\$1,950	\$2,925

Total Number of 10' x 10' Spaces Requested _____

Total Number of 10' x 15' Wide Spaces Requested _____

OPTION 2

Hardwall Booth Package (Includes exhibit space)

Deadline to secure Hardwall Booth Package is July 27, 2007.

Hardwall package includes: Exhibit space, one (1) 8' high Hardwall System with wood laminated panels, two (2) arm lights, one (1) booth sign, one (1) table, three (3) chairs, one (1) wastebasket, tan carpeting, and all set-up fees. Drayage is included for **PRODUCT ONLY** up to 300 lbs.

	10' x 10'	10' x 15' Wide
Select one only: (If no selection is made, the default will be 2 + 2 for 10' x 10' or 3 + 3 for 10' x 15'. There will be a charge to change on site.)	<input type="radio"/> 4 Shelves <input type="radio"/> 4 Hanging Bars <input type="radio"/> 2 Shelves + 2 Hanging Bars <input type="radio"/> None of the above	<input type="radio"/> 6 Shelves <input type="radio"/> 6 Hanging Bars <input type="radio"/> 3 Shelves + 3 Hanging Bars <input type="radio"/> None of the above

	10' x 10'	10' x 15' Wide
Cost per Booth Package (including 500 watts electrical).....	\$5,125	\$7,695

Deposit Required per Booth Package **\$2,600** **\$3,850**

Total Number of 10' x 10' Hardwall Booth Packages Requested _____
(ACTUAL WORKING SPACE IS 8' DEEP X 9'9" WIDE)

Total Number of 10' x 15' Deep Hardwall Booth Packages Requested _____
(ACTUAL WORKING SPACE IS 8' DEEP X 14' 9" WIDE)

OPTION 3

Softwall Booth Package (Includes exhibit space)

Deadline to secure Softwall Booth Package is July 27, 2007.

Softwall package includes: Exhibit space, one (1) 8' high Softwall System with natural muslin fabric walls, one (1) garment rack, two (2) clamp-on lights, one (1) booth sign, one (1) table, three (3) chairs, one (1) wastebasket, tan carpeting, one (1) electrical outlet, and all set-up fees. Drayage is included for **PRODUCT ONLY** up to 300 lbs.

	10' x 10'
Cost per Booth Package (including 500 watts electrical).....	\$4,595

Deposit Required per Booth Package **\$2,300**

Total Number of 10' x 10' Softwall Booth Packages Requested _____
(ACTUAL WORKING SPACE IS 9' DEEP X 9'9" WIDE)

Comments: (i.e. preferred location, neighbors, configuration)

Checks returned for insufficient funds will be charged a \$100.00 processing fee. The prices set forth above reflect a 3% discount from MAGIC's standard prices for the applicable services and apply only to payments made via MAGIC's preferred forms of payment: cash, checks and bank wire transfers. Payments for services made using credit cards are based upon MAGIC's standard prices (determined by dividing the prices set forth above by .97) and are not entitled to the cash, check and bank wire transfer discount extended to customers using MAGIC's preferred forms of payment. Please contact your sales representative to make arrangements for credit card payments based upon MAGIC's standard prices. No surcharge is imposed by MAGIC for payments made using credit cards.

*Deposits will be carried over to the next Show unless a written request is received for return of the deposit.

AGREEMENT TERMS AND CONDITIONS • AUGUST 27-30, 2007

1. Upon the Exhibiting Company's ("Exhibitor") execution, this Agreement becomes a binding contract between MAGIC and the Exhibitor subject to the parties' respective rights described in the terms and conditions set forth below. No Exhibitor shall be permitted to exhibit at the show unless the Exhibitor has executed this agreement, paid all applicable fees and deposits by the deadlines set forth on the front side and otherwise complied with this agreement in all respects.
2. The execution of this agreement and the timely payment of all fees and deposits does not guarantee that an Exhibitor will be permitted to exhibit at the show or be assigned to a particular exhibit hall, section within the show or exhibit hall, or the space or number of booths desired by the Exhibitor or assigned by MAGIC. MAGIC reserves the right to select those Exhibitors who will be permitted to exhibit at the show, and the exhibit hall, area and number of booths in which the Exhibitor will be allowed to exhibit, in its sole and absolute discretion.
3. MAGIC retains the absolute right to cancel, change or modify the exhibit space assignment of any Exhibitor, in its sole and absolute discretion, for any or no reason, with or without cause by mailing the Exhibitor a written "Notice of Cancellation or Change of Exhibit Space Assignment" provided such notice is postmarked at least ten (10) days before the applicable MAGIC show. Exhibitor also recognizes and understands that circumstances may arise immediately prior to or during the MAGIC show that may also make it necessary for MAGIC to change or cancel an Exhibitor's space, or make the exhibit space available to the Exhibitor for fewer days and/or fewer hours than had previously been confirmed.
4. **Use of Fees and Deposit.** Exhibitor expressly acknowledges that MAGIC reserves the right to apply any fees and deposit amounts paid pursuant to this Agreement (i) to remedy any default of Exhibitor under this Agreement including payment of required insurance under Section 12 of this Agreement; (ii) to remedy any default of Exhibitor from any previous agreement(s); (iii) for payment of any checks returned for NSF (including any bank fees related to the NSF check); and (iv) to pay any onsite violations of the Exhibitor. Exhibitor agrees to pay to MAGIC the amount offset against a Past Due Amount. Exhibitor agrees to pay to MAGIC the amount offset against a Past Due Amount within ten (10) days of the date of MAGIC's notice or, if the deadline for the applicable payment is more than ten (10) days from the date of the notice, by the applicable deadline. If the Exhibitor fails to pay the offset amount within the required period, the Exhibitor shall be considered to be in default of its payment obligations under this agreement and MAGIC shall have the right to cancel or change the Exhibitor's space assignment and exercise its other rights under this agreement.
5. MAGIC reserves the right to increase or decrease show hours, days or location.
6. Should the premises, or any portion thereof, be rendered unusable for any reason or due to any cause whatsoever, including but not limited to fire, the elements, acts of God, mob, riot, war or civil commotion, MAGIC shall in no way be liable for any personal or business loss or any other damage, consequential or otherwise, inconvenience or annoyance to the Exhibitor arising from any of said causes.
7. MAGIC makes no representations or warranties, express or implied, to the Exhibitor regarding the condition of the premises or the success of the Exhibitor's efforts for which the exhibit space will be used. Under no circumstances shall MAGIC be held responsible or liable for any costs, expenses, damages or any other sums whatsoever incurred by the Exhibitor or any other party as a result of the condition of the premises, the exhibit space, or the Exhibitor's efforts for which the exhibit space will be used, or the theft or destruction of the Exhibitor's products or property.
8. Exhibitor understands and acknowledges that all utilities including, but not limited to, electrical, water, heating, ventilation, and air conditioning are provided by the show facility and not by MAGIC, and as such, MAGIC assumes no responsibility for any disruption in service.
9. Exhibitor acknowledges and agrees that should (a) MAGIC issue a Notice of Cancellation or Change or (b) change or cancel an Exhibitor's space or make exhibit space available for fewer days than had previously been confirmed, MAGIC shall not be held responsible or liable for any costs, expenses, damages or any other sums whatsoever incurred by the Exhibitor or any other party as a result of any exhibit space cancellation, change or reduction in number of available days except as specifically set forth in this paragraph. The Exhibitor expressly acknowledges and agrees that MAGIC's liability to the Exhibitor in any way relating to the Agreement and/or the use, cancellation, change or reduction in the number of available days of exhibit space shall be limited to the return to the Exhibitor of all or a prorated portion of any fees or deposits previously remitted to MAGIC.
10. **Exhibit Space Rules.** MAGIC shall have the right in its sole and absolute discretion to establish rules for the show and the use of exhibit space covered by this Agreement, including but not limited to the rules within the Exhibitor Manual. All Exhibitors are required to comply with all such rules which are deemed incorporated herein by this reference and shall be available to each Exhibitor prior to the show.
11. **Any Exhibitor who seeks to withdraw from the show or to reduce the number of booths set forth on the front side of this agreement, for any reason, shall be charged an automatic processing fee of \$1,000 per 100 sq. ft.** Withdrawals and requests for space reduction must be made in writing and shall be deemed effective on the date such notice is received by MAGIC. To receive a full refund of the booth deposit or other fees paid (less processing fee); the request to withdraw from the show or for a reduction in space must be received by MAGIC at least sixty (60) days prior to the show opening. Any Exhibitor whose request is received less than sixty (60) days prior to the show opening shall forfeit their entire deposit and be obligated to pay MAGIC all amounts due for the booth space/exhibit space and hardwall booth package originally ordered on the front side of this agreement. The parties agree that all amounts required to be paid by this section have been agreed upon because it would be impracticable or extremely difficult to determine the actual damages suffered by MAGIC as a result of the Exhibitor's withdrawal or reduction in the number of booths. All refunds will be processed within ninety (90) days after the close of the show, and no interest will be paid on any amounts received by MAGIC. Any cancellation or failure of Exhibitor to actually occupy the exhibition space assigned to Exhibitor at the show may, in MAGIC's sole discretion, result in partial or complete termination of Exhibitor's rights under any sponsorship agreements, packages or opportunities associated with the show.
12. **Indemnification; Insurance.** Exhibitor agrees to protect, indemnify, save and hold harmless, MAGIC, its affiliates, its service contractors, and each facility at which its exhibit space is located as applicable and each of their respective agents and employees from any and all liability, damage or expense arising out of any injury to any person or property while in the Exhibitor's area or Exhibitor's use of any exhibition space or services. Exhibitor has full responsibility for their product, equipment and displays. Exhibitor releases MAGIC from all responsibility for theft, damage to booths or products, and/or any special, incidental, indirect or consequential damage, of any kind, for any reason. Exhibitor agrees to maintain adequate insurance to fully protect MAGIC and its affiliates, co-sponsors, service contractors and the exhibit venue from any and all claims, arising from Exhibitor's activities at the show, including, but not limited to, the installation, operation and dismantling of Exhibitor's booth. Exhibitor must maintain the following insurance coverages:
 - (a) workers' compensation coverage not less than the statutory limits; and
 - (b) commercial general liability, including products and completed operations, independent contractors personal injury and blanket contractual liability insurance limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate. These coverages must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder. The Certificate must name Men's Apparel Guild in California, Inc. and MAGIC as additional insureds and be provided to MAGIC at least 30 days before the proposed exhibition date, or a \$200 Certificate late fee will be automatically assessed against Exhibitor's security deposit. Exhibitor understands that neither MAGIC nor the exhibit venue maintains insurance covering any of the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.
13. **Service Contractors.** MAGIC, through a bidding process, selects certain show and exhibitor service contractors who may each therefore identify themselves as an "authorized contractor" to the show. The use of "authorized contractors" at the show is highly recommended. MAGIC may receive some economic benefit when Exhibitors utilize certain services of "authorized contractors" which may help MAGIC defray the overall show and booth costs.
14. **Arbitration.** The Exhibitor and MAGIC agree that any and all disputes in any way relating to, or arising out of this Agreement or the assignment, use, denial, change, or cancellation of exhibit space, shall be submitted to the American Arbitration Association (AAA) for arbitration before a single arbitrator in accordance with the rules of AAA then in force and effect as the sole and exclusive remedy for resolving such controversies. The parties agree that the decision of the arbitrator shall be final and binding and that a judgment may be entered on such arbitration award in any court of competent jurisdiction. The parties agree that any such arbitration shall take place in Los Angeles, California. The prevailing party in any such arbitration shall be entitled to recover its costs and expenses, including reasonable attorney's fees, incurred in connection with such arbitration. **THE PARTIES ACKNOWLEDGE AND AGREE THAT BY SELECTING ARBITRATION AS THE SOLE AND EXCLUSIVE REMEDY FOR RESOLVING ALL DISPUTES AMONG THEM, THEY ARE WAIVING THEIR RIGHT TO A TRIAL BY JURY TO WHICH THEY MAY BE OTHERWISE ENTITLED.**
15. **Miscellaneous**
 - a) The terms and conditions set forth above govern the rights and responsibilities of MAGIC and the Exhibitor. The Agreement and these terms and conditions represent the sole and entire agreement among the Exhibitor and MAGIC and supersede all prior agreements, negotiations, and discussions between the parties hereto, and/or their representatives. No person at MAGIC is authorized to make any changes, amendments or modifications to these terms and conditions except in a writing specifically referring to the Agreement and these terms and conditions and signed by a duly authorized representative of MAGIC.
 - b) The Agreement and these terms and conditions shall be construed as a whole in accordance with their fair meaning and the laws of the State of California.
 - c) The provisions set forth above are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision.
 - d) No waiver of any term, provision or condition set forth above, in any one or more instances, shall be deemed to be or construed as a further waiver of any such term, provision or condition.
 - e) The person executing this Agreement on behalf of the Exhibitor represents and warrants that they have the authority and power to do so and bind the entity for whom they sign.
 - f) MAGIC shall use reasonable care to have all power services installed in time for the opening of the Show. Proper and reasonable care shall also be taken to prevent interruption of power services during the exhibition. MAGIC shall not be held responsible for late installation or interruption of any services that may occur.
 - g) By signing this Agreement, Exhibitor authorizes MAGIC to use its name and any photographs and/or video recordings taken at the exhibition and associated events for promotional purposes.
16. **Payment Information.** The remaining 50% must be received no less than 60 days prior to the event. The prices set forth above reflect a 3% discount from MAGIC's standard prices for the applicable services and apply only to payments made via MAGIC's preferred forms of payment: cash, checks and bank wire transfers. Payments for services made using credit cards are based upon MAGIC's standard prices (determined by dividing the prices set forth above by .97) and are not entitled to the cash, check and bank wire transfer discount extended to customers using MAGIC's preferred forms of payment. Please contact your sales representative to make arrangements for credit card payments based upon MAGIC's standard prices. No surcharge is imposed by MAGIC for payments made using credit cards.
17. **American Disabilities Act.** Exhibitor acknowledges and agrees that, in connection with the Show, it will be a public accommodation as defined under Title III of the Americans with Disabilities Act ("ADA"). As a public accommodation, Exhibitor agrees that in connection with the Show, Exhibitor will: (i) provide, at its expense, any auxiliary aids and services as may be necessary to ensure effective communication with Exhibitor by attendees of the Show; (ii) assure, at its expense, that displays posted at or on Exhibitor's booth(s) are accessible to individuals with disabilities; and (iii) not discriminate or retaliate against any individual in violation of the ADA.
18. **Badges.** Exhibitors must, at all times including but not limited to set-up and break-down, wear a MAGIC exhibitor badge to enter the exhibition hall. PLEASE NOTE: Due to security regulations, Exhibitors may be asked to present photo ID to receive badges. All Exhibitors must identify all personnel who will be working in Exhibitors booth.

After review, initial here:

Show Directory / Website / Matchmaking Information:

Please complete the following information **EXACTLY** as you would like it to appear in our show directory and on our website. **All of the information MUST be completed in order for us to process your application** and for the opportunity to participate in our Matchmaking Program. This information will be used to match your company to potential buyers interested in purchasing your product.

1. Exhibiting Company Information: (Please type or print clearly)

Exhibiting Company Name _____	Sales Contact Name _____
Address _____	Sales Contact Position/Job Title _____
Address (continued) _____	Sales Contact Phone _____
City _____	Sales Contact Fax _____
State/Province _____	Sales Contact Email _____
Zip/Postcode _____	Company Website _____
Country _____	

2. Country of Production/Country of Origin:

3. U.S. Office / Distribution Center Information: (Please type or print clearly if this applies)

Company Name _____	Sales Contact Name _____
Sales Contact Phone _____	Sales Contact Email _____

4. Business Classification: (Select one only)

- Manufacturer (Contractor, Manufacturer, Full Package)
 Material Supplier (Fabric, Trimmings, Components, Print Design)
 Service Provider (Technology, Color & Trend Services, Displays & Fixtures, Logistics, Sourcing Agency, Etc.)

5. What sector do you serve: Men's Women's Children's

6. Product Classification – What kind of products or services does your company offer? (Select either A, B or C)

A. Finished Goods Manufacturer (Contract Manufacturer, Original Design Manufacturer, Full Package):

Primary product you manufacture: (Select **ONE** only)

Accessories:

- Backpacks / Carry Bags Hats/Headwear
 Bedding & Accessories Jewelry
 Belts Small Leather Goods
 Footwear Socks/Hosiery
 Gloves Ties/Scarves
 Handbags

Finished Goods:

- Active wear Knit Shirts Sweaters
 Blouses Ladies Leather Apparel Swimwear
 Dress Pants Lingerie T-Shirts
 Dresses & Skirts Outerwear Underwear & Loungewear
 Golf Shirts Pants – Denim & Twill Uniforms
 Infant / Toddler Shorts Woven Shirts –
 Knit Separates Suits – Sport Coats Dress & Casual

PRICE RANGE OF PRIMARY PRODUCT: Budget \$ Moderate \$\$ Better \$\$\$ Designer \$\$\$\$

Additional products you are equipped to manufacture: (Select **ALL** that apply)

Accessories:

- Backpacks / Carry Bags Hats/Headwear
 Bedding & Accessories Jewelry
 Belts Small Leather Goods
 Footwear Socks/Hosiery
 Gloves Ties/Scarves
 Handbags

Finished Goods:

- Active wear Knit Shirts Sweaters
 Blouses Ladies Leather Apparel Swimwear
 Dress Pants Lingerie T-Shirts
 Dresses & Skirts Outerwear Underwear & Loungewear
 Golf Shirts Pants – Denim & Twill Uniforms
 Infant / Toddler Shorts Woven Shirts –
 Knit Separates Suits – Sport Coats Dress & Casual

B. Material Supplier (Fabric, Fiber, Trimmings, Components, Print Designs): (Select **ALL** that apply)

Fabric:

- Blends Jacquards Organic Synthetics/Rayon
 Cotton Knits Polyester Technical
 Denim Lace Precious Fibers Twill
 Faux Fur Linen Print Design Velvet/Velour
 Fleece Linings Prints Wool
 Functional Natural Fibers Silk Wovens
 High Performance Novelties Stretch Yarn/Fiber

Skins & Hides:

- Exotic Skins
 Leather / Suede
 Fur

Trim-Components:

- Beads / Sequins Findings / Components
 Buckles / Clips / Hooks
 Buttons/Snaps Labels
 Elastics Notions
 Embroidery / Appliqué Ribbons
 Zippers

PRICE RANGE: Budget \$ Moderate \$\$ Better \$\$\$ Designer \$\$\$\$

C. Service Providers:

- Associations / Educational Institutions Color & Trend Services Finance Machinery POS - Point of Sale
 CAD / CAM Displays & Fixtures Logistics: Freight, Carriers, Consolidators, Forwarders Packaging / Bags Publications
 ERP / MRP PDM / PLM Sourcing Agency

Show Directory / Website / Matchmaking Information, Part II:

Please complete the following information **EXACTLY** as you would like it to appear in our show directory and on our website. **All of the information MUST be completed in order for us to process your application** and for the opportunity to participate in our Matchmaking Program. This information will be used to match your company to potential buyers interested in purchasing your product.

Exhibiting Company Name _____ Country _____

7. Company Profile:

Years in Business _____
 Total Annual Sales in United States (in Dollars) _____
 Total Annual Sales in Europe (in Dollars) _____
 Number of Employees _____

Sampling	Yes <input type="radio"/>	No <input type="radio"/>
Vertical Operation	Yes <input type="radio"/>	No <input type="radio"/>
Design Capabilities	Yes <input type="radio"/>	No <input type="radio"/>
Fabric Quality Control (Material Supplier only)	Yes <input type="radio"/>	No <input type="radio"/>
Fabric Converter	Yes <input type="radio"/>	No <input type="radio"/>
Embroidery Capabilities	Yes <input type="radio"/>	No <input type="radio"/>
Printing Capabilities	Yes <input type="radio"/>	No <input type="radio"/>
Storage Facilities	Yes <input type="radio"/>	No <input type="radio"/>
ISO 9000 Certified	Yes <input type="radio"/>	No <input type="radio"/>
WRAP Certified	Yes <input type="radio"/>	No <input type="radio"/>

8. Facility/Production Information:

Production capacity per month (In Units) _____ (In Yards) _____
 Minimum Order _____ (per style) _____ (per color) _____ (per yard)
 Turnaround Time in days _____

If you are a Contract Manufacturer, Original Design Manufacturer or Service Provider, please fill out section #9 ONLY.
 If you are a Material Supplier (Fabric, Trimmings, Components, Print Design), please fill out section #10 ONLY.

9. CONTRACT MANUFACTURER / ORIGINAL DESIGN MANUFACTURER / SERVICE PROVIDER

(a) Please list customers you are doing business with in the U.S. and/or Europe in the past 1 year:

<p>BRANDED WHOLESALEERS:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p>	<p>RETAIL STORES:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p>
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(b) Please list the customers that you would like to meet at Sourcing at MAGIC:

<p>BRANDED WHOLESALEERS:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p>	<p>RETAIL STORES:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p>
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10. MATERIAL SUPPLIER (Fabric, Trimmings, Components, Print Design) (Please fill in this section ONLY)

(a) Please list customers you are doing business with in the U.S. and/or Europe in the past 1 year:

<p>DESIGNERS/MANUFACTURERS:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p>	<p>PRIVATE LABEL RETAILERS/CATALOGS:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p>
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(b) Please list the customers that you would like to meet at Sourcing at MAGIC:

<p>DESIGNERS/MANUFACTURERS:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p>	<p>PRIVATE LABEL RETAILERS/CATALOGS:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p>
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(c) Name four of your competitors:

<p>1. _____</p> <p>2. _____</p>	<p>3. _____</p> <p>4. _____</p>
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