

2012 Annual Meeting

May 21 - May 22, 2012

Four Seasons | Washington, D.C.

SUPPORTER OPPORTUNITIES

www.ASFAnnualMeeting.com

BY AND FOR THE SECURITIZATION INDUSTRY

ASF's Annual Meeting will be held in Washington, D.C. on May 21-22, 2012. The 2012 Annual Meeting will include several substantive sessions on issues of broad interest to the industry.

The Washington, D.C. location allows for significant representation from federal regulatory and legislative bodies. Speakers will include high-profile regulators and legislators providing updates and views on current and forthcoming developments affecting the industry.

Annual Meeting Highlights include:

- Networking with securitization market professionals
- Strong participation by regulators, policymakers and thought leaders
- Up-to-the-minute information on the latest happenings in the securitization arena
- Cutting-edge substantive sessions designed by industry experts
- Discounted ASF member registration and supporter fees
- Convenient location

Supporter Packages

	3-STAR PACKAGE	2-STAR PACKAGE	1-STAR PACKAGE
ASF Member Rate	\$4,735	\$2,345	\$1,125
Nonmember Rate	\$8,965	\$4,505	\$2,155
Complimentary employee registrations	18	9	5
Firm name on conference website	✓	✓	✓
Firm name, website, logo and description on firm landing page	✓	✓	✓
Description length	400	200	100
Firm name included in selected pre-event emails	✓	✓	✓
Firm name/logo included in selected meeting materials	✓	✓	✓
1/4 page advertisement in the conference booklet	✓	✓	✓
Opportunity to do a Session Printed Item Drop for \$2000 (item must be preapproved)	✓	✓	✓

Exclusive Opportunities

COFFEE: \$2000

Be the featured provider of coffee stations throughout the day, may provide branded cups and napkins

NOTEBOOK: \$2000

Supply a branded notebook in the meeting materials distributed to each attendee as they check-in at registration

PEN: \$2000

Supply a pen with your firm's branding to be distributed to all conference attendees with the Annual Meeting materials

Supporter Application

FIRM NAME _____

FIRM WEBSITE _____

FIRM CONTACT(S) Check all relevant firm contact type(s): SIGNATORY BILLING MARKETING

NAME _____ TITLE _____

PHONE _____ FAX _____ EMAIL _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

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SUPPORTER PACKAGE

✓	Package	ASF Member Rate	Nonmember Rate
	3-Star Package	\$4,735	\$8,965
	2-Star Package	\$2,345	\$4,505
	1-Star Package	\$1,125	\$2,155

Additional Supporter Opportunity

AUTHORIZATION

By signing this Agreement, I agree that I have read and agree to abide by the Terms and Conditions listed on the following page.

SIGNATURES

NAME _____

Tom Deutsch , Executive Director

FIRM _____

American Securitization Forum, Inc.

FIRM _____

DATE _____

DATE _____

Please email the completed, signed, scanned form to supporter@americansecuritization.com or fax to 212.918.9043.
Please note that an incomplete form is invalid and will be returned for completion before being processed.

Terms and Conditions

1. **Agreement to Conditions.** The terms and conditions set forth below, together with the accompanying Supporter Application form (the "Application"), which is incorporated herein by this reference are a part of the Agreement between the American Securitization Forum, Inc. ("ASF"), and the organization (hereafter, the "Supporter") identified in the accompanying Application. The detailed rules and provisions, along with any amendments or additions available to Supporter in writing, such as, but not limited to, the exhibitor services kit; fire regulations; the policies, requirements and procedures required by the Four Seasons Hotel, its management and ownership, (hereafter, the "Event Facilities"); and including any applicable union rules, become binding upon acceptance of this Agreement between the Supporter, its employees and agents, and the ASF. Supporter confirms that it has read and agrees with all of the terms and conditions of this Agreement and binding acceptance ("Binding Acceptance") of said terms and conditions will occur when either of the following two events occurs: Supporter submits a signed Application to the ASF; or payment is received by the ASF from the Supporter. The terms and conditions of the Agreement are NON-NEGOTIABLE. The ASF reserves the sole right to render all interpretations of this agreement, amend and enforce these terms and conditions and establish any and all further terms and conditions not specifically covered below to assure the general success and well being of the 2012 ASF Annual Meeting (hereafter, the "Event"). Upon Binding Acceptance, the Supporter, for itself, its officers, agents, employees or other representatives, agrees to abide by the conditions set forth in this Agreement, as well as to any conditions set forth in any information update with respect to the Event that ASF may send to the Supporter.
2. **Application & Eligibility.** The Supporter hereby applies to support the Event organized by the ASF. The Supporter represents to ASF that the Application has been executed by an individual who has authority to act for and bind such organization. ASF reserves the right to accept or reject the Application. If ASF rejects the Supporter's Application, ASF shall refund in full any fee paid by the Supporter within 30 days after such rejection. ASF's acceptance of the Application is limited to the Event only and does not imply that the same or similar arrangement will be granted for other conferences, meetings, events or ASF membership. The ASF reserves the right to decline, prohibit, deny access to or remove the Supporter at any time prior to or during the Event if in ASF's sole judgment is the Supporter is acting or holding itself as being contrary to the character, objectives, and best interests of the ASF or the Event or is not suitable for its attendees. ASF's decision and interpretation shall be accepted as final in all cases.
3. **Payment of Supporter Fee.** Full payment of the supporter fee(s) is "due upon receipt" with a 30 day payment deadline from the date the invoice is emailed. If payment is not received within this period, a late fee of 10% will be applied for every 30 days payment is past due. Supporters become eligible for benefits on the date of ASF's receipt of Supporter's payment. Supporter opportunities detailed within pages preceding these terms and conditions consist of several benefits which are packaged ("Supporter Package(s)"). Inclusion of Supporter's name and/or logo in printed conference materials is not guaranteed after May 2, 2012. If full payment is not received by May 18, 2012, the ASF may terminate this Agreement without any further notice to the Supporter.
4. **ASF Member Rate Eligibility.** Supporter Packages and registration fees are subject to ASF Member and ASF nonmember rates. Supporter is eligible for the ASF Member rate if they are an ASF Member in good standing. Full payment of ASF Member dues must be received by May 18, 2012. If dues are not received, Supporter agrees to pay the nonmember rate for its chosen Supporter Package and registrations.
5. **Affiliates and Co-Participation.** Supporter shall not permit any other corporation or firm, including affiliates or their representatives, as defined within ASF Membership categories, to use the space allotted to the Supporter, nor shall Supporter display or offer articles for sale or promote services not normally sold or promoted by it. If a product produced by an organization that is not a Supporter of the Event is required for the operation or display of Supporter's wares or services, identification of such article shall be limited to the usual and regular nameplates, imprinting or trademarks under which the article is sold in the regular course of business. Co-participation by any other firm or its agents or employees is not permitted without prior written permission of ASF. ASF marketing, promotional and other materials identifying a Supporter shall refer only to the Supporter, and not to any affiliate thereof.
6. **Change in Management/Ownership.** The Supporter shall promptly notify ASF if there is a change in management or ownership of the Supporter prior to the Event. The Agreement becomes the responsibility of the new management/owner/firm, subject to ASF's right of refusal. This includes the responsibility for all supporter fees.
7. **Event Facilities.** Supporter acknowledges that Supporter has no rights to occupy or control the premises or facilities at which the Event is held. Any signage placed in the hallways or other areas of the Event Facilities without prior written permission from ASF will be confiscated and discarded immediately without notice. Supporter further acknowledges that the Event Facilities have sole control over the Event Facilities.
8. **Default Occupancy.** Supporter's failure to appear or participate at the Event shall not relieve the Supporter of its obligation to make full, timely payment to ASF and ASF shall have the right to seek other Supporters at its discretion.
9. **Protection of the Event Facilities.** Nothing shall be posted or tacked, nailed, screwed, glued or otherwise attached to columns, walls, floors or other parts of the Event Facilities without permission of ASF and the Event Facilities. Packing, unpacking, and assembly of material shall be done only in designated areas and in conformity with directions of ASF and the Event Facilities.
10. **Personnel.** Supporter personnel, including persons contracted solely for the Event, shall: (i) be registered for the event and pay any applicable registration fees and (ii) dress in appropriate business attire. ASF reserves the right to monitor the activities of Supporter, its agents, and employees during the course of the Event and, upon determination that Supporter or its personnel has violated this provision, ASF may immediately exclude Supporter from the Event. Such determination shall be at the sole discretion of ASF.
11. **Distribution of Printed Materials.** Supporter shall not distribute any material, samples, souvenirs etc., Supporter must obtain the prior written approval of ASF for any solicitation, or for the distribution of material in the Event Facilities. Permission to distribute printed materials, whether at the Space or otherwise, does not constitute an endorsement of any publication or its content by ASF and does not authorize Supporter to imply or state in any written or oral communication that such printed matter is so endorsed or supported. Under no circumstances may such printed material use ASF's logo or name or the Event logo for any purpose, absent prior written permission by ASF. Any printed materials placed or distributed in the common areas, hallways or other areas of the convention center and hotel without prior ASF permission will be confiscated and discarded immediately without notice.
12. **Supporter Marketing Content.** Supporter may provide hyperlink, logo and firm description to ASF, according to specifications detailed by ASF. This information will be treated as proprietary information, and will not be made available to any third party nor used in any capacity beyond the Event website, and selected printed materials and advertisements. Supporter grants ASF license to use, display and reproduce its name, hyperlink, logo and firm description in printed and electronic Event materials. If a logo is not provided according to the specifications detailed by ASF, the Supporter firm name will appear in text on the ASF website, and selected printed materials, advertisements and marketing emails. Logo agreements will be considered at the discretion of ASF, but if an agreement cannot be reached by the Event print deadline of May 2, 2012, the firm name appearing in text will be utilized in lieu of the firm logo.
13. **Intellectual Property.** Supporter agrees that it shall be solely responsible for obtaining any licenses which may be required for it to broadcast, perform or display any trademarked, copyrighted or patented materials including, but not limited to, music, video and software.
14. **Conflicts/Disruptions.** In the interest of the success of the Event, Supporter may not disrupt the meetings, or activities of ASF, other Supporters, or their respective agents or employees at the Event.
15. **Force Majeure.** Should events beyond the reasonable control of Supporter or ASF, including but not limited to acts of God, war, strikes or labor disputes, acts of civil or military authorities, riots or civil disturbance, terrorism, disaster, fire, blizzard, earthquakes, curtailment or interruption of transportation facilities materially affecting, preventing or unreasonably delaying at least 25% of attendees from appearing at the Event, public health outbreaks, unreasonable extreme inclement weather or any other comparable conditions occur, making it illegal or impossible to fully perform under this Agreement as the parties originally contracted, the affected party may terminate this Agreement, without liability, upon written notice to the other party. Notwithstanding the preceding sentence, ASF may, at its sole discretion, reimburse to Supporter any supporter fees paid, on a pro-rata basis with other Supporters after deducting any and all legitimate and reasonable expenses incurred by ASF for advertising, administration and similar costs related to the Event.
16. **Cancellation or Relocation of the Event.** Should the Event be cancelled due to circumstances within ASF's direct control, ASF's liability to Supporter shall be limited to a refund of the supporter fee paid by Supporter to ASF. Should the Event be cancelled or relocated due to Force Majeure circumstances, ASF shall have no liability of any kind to Supporter, but may at its sole discretion refund all or any portion of the supporter fee paid by Supporter. ASF reserves the right to remove from the Event Facilities any or all of Supporter's property without prior notice should the Event be cancelled or relocated or if the Supporter violates this Agreement.
17. **Cancellation by Supporter.** Supporter may cancel this Agreement by notifying ASF in writing (via certified mail, registered mail or courier) prior to the start of the Event. If Supporter has not yet paid that supporter fee to ASF, Supporter remains obligated to pay ASF that supporter fee. ASF is not obligated to return any portion of the supporter fee if ASF receives Supporter's notice of cancellation.
18. **Liability and Indemnification.**
 - (1) ASF hereby covenants and agrees to indemnify, defend, save and hold Supporter, Supporter's parent company, subsidiaries and affiliates and their directors, officers and employees, free, clear and harmless from and against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees), judgments, claims, claims of copyright infringement, administration of claims, liens and demands of any kind whatsoever arising from or caused by, or resulting from or in any way connected with (i) ASF's acts, omissions or negligence, or the acts, omissions or negligence of ASF's agents, contractors, or employees in connection with ASF's performance under this Agreement and (ii) ASF's breach of any of its representations or warranties set forth in this Agreement. Notwithstanding the foregoing, ASF's indemnity obligation shall not apply to the extent that any such liabilities are directly caused by the negligence or willful misconduct of Supporter. ASF does not assume any responsibility for the protection and safety of Supporter, Supporter's employees, agents, or guests, or for the protection of the property of Supporter, its employees, agents, or guests, from theft or damage or destruction by fire, accident or other cause. Supporter shall properly secure, place in safe-keeping, or remove any small and easily portable articles from its ASF-designated Space after Event hours. Any security services provided by ASF shall be deemed purely gratuitous and shall in no way be construed to make ASF liable for any loss or inconvenience suffered by Supporter.
 - (2) Supporter covenants and agrees to indemnify, defend, save and hold harmless ASF and its officers, agents, employees or other representatives free, clear and harmless from and against all claims, liabilities, losses, costs, expenses (including reasonable attorneys fees), judgments claims of copyright infringement, administration of claims, liens and demands of any kind whatsoever arising from or in any way connected with (i) Supporter's acts, omissions or negligence, or the acts, omissions or negligence of Supporter's agents, contractors, employees, members or attendees in connection with the Supporter's use of the Event Facilities and (ii) Supporter's breach of any of its representations or warranties set forth in this Agreement. Notwithstanding the foregoing, Supporter's indemnity obligation shall not apply to the extent that any such liabilities are directly caused by the negligence or willful misconduct of ASF. ASF shall not have any liability for losses (in contract, tort, warranty or otherwise) incurred in connection with any typographical errors or other inaccuracies (such as in a Supporter's name, logo, address, phone number or e-mail address) which may ultimately appear in any ASF signage, website, printed material, poster, slide or other Event material.
19. **Violations of the Agreement.** Violations may result in the ASF's termination of this Agreement without any further notice to the Supporter. Any of the following actions by Supporter shall constitute a violation of the conditions of this Agreement:
 - (1) Violation of any municipal, state or federal laws, rules or regulations, including safety codes.
 - (2) Failure to follow the terms or procedures prescribed in sections 3 through 18 of this Agreement.
 - (3) Failure to abide by the policies and procedures required by the Event Facility; including any union rules.
20. **Remedies.** In the event the Supporter violates any provision of this Agreement, ASF reserves the right to invoke either or both of the following remedies, which shall be in addition to, and not in lieu of, any other rights or remedies granted under this Agreement or available under applicable law:
 - (1) ASF may order the Supporter to immediately remove its material, employees, and agents, or have them removed under the provisions of section 14. In these circumstances, no part of the supporter fee will be returned.
 - (2) ASF may cancel any existing Agreement, or refuse to enter into any new Agreement, with the Supporter or any entity related to the Supporter, including, but not limited to, any supporter agreement, exhibitor agreement, or agreement to attend or participate in any ASF event. If an existing Agreement is cancelled, ASF is not obligated to return any portion of the supporter fee. If supporter has not yet paid that supporter fee to the ASF, Supporter remains liable for the full supporter fee.
21. **Arbitration.** Any controversy or claim between the parties hereto arising out of or relating to the terms and conditions or provisions of this Agreement or the breach thereof, shall be settled by arbitration by a single arbitrator in New York, in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in a New York court having jurisdiction thereof.
22. **Jurisdiction.** The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed by the laws of the State of New York.