

ASF2010

JANUARY 31 – FEBRUARY 3

GAYLORD NATIONAL HOTEL | WASHINGTON, DC

***SUPPORTER
OPPORTUNITIES***

American
SECURITIZATION
FORUM[®]

THE CONFERENCE BY AND FOR THE SECURITIZATION INDUSTRY

ASF2010



CONFERENCE OVERVIEW

The American Securitization Forum's annual conference is historically the largest securitization event in the world each year. It draws a critical mass of market professionals from all asset classes and product sectors. This conference offers a robust business networking environment and an unparalleled educational/knowledge-sharing opportunity.

ASF 2009 brought 4,200 securitization professionals, including almost 2,000 investors and issuers, together under one roof. ASF 2010, scheduled January 31 - February 3, 2010 at the Gaylord National in Washington D.C., will also present outstanding educational and business networking opportunities. Substantive sessions designed by industry experts will supply attendees with up-to-the minute information on the latest happenings in the securitization arena, while an extensive exhibit hall, well-planned networking opportunities, and dedicated one-on-one meeting space for Lead level supporters provide for optimal client interactions.

Why participate?

Businesses that attend conferences gain nearly a total return on their investment in future business, according to new research by Oxford Economics.¹

ASF 2010 will afford supporters enhanced opportunities to personally interact with key clients, industry thought leaders, and senior regulators and policymakers. As a supporter of ASF 2010, your firm will be positioned squarely in front of your most valuable target audience, at the only conference produced exclusively by and for the securitization industry itself.

ASF 2010 supporter benefits include:

- Guaranteed hotel rooms at the Gaylord National at the ASF group rate. As the hotel is expected to sell out, this allows supporters to lock in rooms at the conference venue.²
- New this year — a limited number of guest passes for clients that would normally pay conference registration fees.²
- Complimentary staff passes (including unlimited staff passes for Lead level supporters).
- Complimentary one-on-one meeting space for Lead level supporters.
- Preferred reserved seating at the Working Lunch for Lead and Patron level supporters.
- 10' x 10' exhibit booth space in the exhibit hall. The Cyber Café, the Monday night reception, breakfasts, breaks and other functions will be held in the exhibit hall to draw attendees repeatedly throughout the conference.
- Complete mailing list of conference registrants both prior to and after the conference.²
- Firm logo, hyperlink and description on ASF website.
- Firm name included as appropriate in pre-event communications and conference materials.
- Supporter packages offered at reasonable prices. Prices for this event have not increased since 2006.
- Fees discounted over 30% for ASF members, and an additional discount of almost 10% for Lead level supporters which are ASF members.

Supporter benefits including guaranteed hotel rooms,² exhibit space, reserved Working Lunch tables² and one-on-one meeting space² are assigned based on date of the firm's supporter commitment, and are not guaranteed after December 1, 2009. The ASF strongly encourages your firm to submit its supporter Application as soon as possible.

¹ "The Return on Investment of U.S. Business Travel" Oxford Economics, Executive Summary (September 2009): 4-9.

² Applicable only to certain supporter packages. Please review the supporter packages for full details.

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SUPPORTER PACKAGES

	LEAD	PATRON	ADVOCATE	ASSOCIATE	EXHIBITOR
ASF Member	\$35,200	\$28,050	\$16,575	\$ 8,075	\$6,625
ASF Nonmember	\$59,000	\$43,000	\$25,500	\$12,500	\$9,750
Dedicated one-on-one meeting space ^{1,2}	✓				
One reserved complimentary Working Lunch table (10 seats per table) ¹	✓	✓			
Complimentary Guest Passes ³	5	3	2	1	
Complimentary Staff Passes ⁴	Unlimited	30	20	10	2
Opportunity to purchase additional staff passes for \$895	N/A	✓	✓	✓	✓
Logo and firm name on the conference website with a link to your website	✓	✓	✓	✓	✓
Firm description on conference website	250 words	200 words	150 words	100 words	50 words
Firm name included in selected pre-event emails	✓	✓	✓	✓	✓
Firm name or logo included on selected conference materials	✓	✓	✓	✓	✓
10' x 10' Exhibit Space ¹	✓	✓	✓	✓	✓
Complete mailing list of conference registrants pre- and post-conference ⁵	✓	✓	✓	✓	
Guaranteed rooms at the Gaylord National at the ASF group rate ¹	Maximum of 125 per night ⁶	14	10	5	

OTHER COMPONENTS AVAILABLE IN CONJUNCTION WITH ONE OF THE ABOVE SUPPORTER PACKAGES

Additional Exhibit Space	\$3,000
Additional Staff Passes	\$ 895 each
One-on-one Space	Pricing varies by size of space. Space will be assigned after December 1, 2009 on a first come, first serve basis. Please contact Wendy Zuluaga at 212.313.1194 or wendy@americansecuritization.com to be placed on the waiting list. Space will only be made available to supporters at the following levels: Lead, Patron, Advocate and Associate.

¹ Supporter benefits including exhibit space, Working Lunch tables and one-on-one meeting space are assigned based on date of the firm's supporter Application and supporter level. These benefits and guest rooms at the Gaylord National Hotel are not guaranteed after December 1, 2009. The ASF strongly encourages your firm to return your supporter Application as soon as possible.

² During the conference, one-on-one meeting rooms will be released to the Lead level supporters when the rooms are made available by the hotel. Dates and times may vary. One-on-one meeting rooms will be assigned by the ASF based on the date of the firm's supporter application and each firm's space and time requests.

³ Guest passes may be given to persons not employed by the Supporting Organization, such as clients, consultants, contractors, or vendors, who would normally be required to pay a registration fee. The marketing/event contact for each supporting organization must provide full registration information for each of their designated guests to the ASF. Guests may not register themselves. Guest pass registration will close on January 8, 2010.

⁴ Staff Passes may be used only by employees of the supporting organization (as defined below), and are non-transferable outside of that organization.

Employees of a Supporting Organization include:

Persons directly employed by the legal entity that executed the supporter agreement for the related event with ASF (the "Supporting Organization"). Persons directly employed by affiliates of Supporting Organizations (whether those affiliates are separate legal entities or separate business units of the Supporting Organization), but only to the extent that such affiliates would be identified as belonging to the same ASF membership category as the Supporting Organization (e.g., issuer, financial intermediary, supplier, trustee), whether or not the Supporting Organization or affiliate is, in fact, an ASF member.

Employees of a Supporting Organization do NOT include:

- Consultants, contractors, vendors and other third parties providing goods or services to a Supporting Organization, and anyone else who is not directly employed by the Supporting Organization.
- Employees of affiliates of the Supporting Organizations that would be identified as belonging to a different membership category as the Supporting Organization, whether or not the Supporting Organization or affiliate is, in fact, an ASF member.

ASF marketing, promotional and other materials identifying a Supporting Organization shall refer ONLY to the Supporting Organization, and not to any affiliate thereof (whether or not the affiliate would be identified as belonging to the same ASF membership category as the Supporting Organization).

⁵ Please note each mailing list is for one-time use only. The pre-conference list will be distributed two weeks prior to the conference.

⁶ Lead supporters will contract with the ASF for the total rooms needed by their firms, if above 25, up to a maximum of 125 rooms. Firms will be responsible for all contracted rooms. Lead supporter rooms are available on a first come, first serve basis. Please contact Wendy Zuluaga at wzuluaga@americansecuritization.com for the rooms contract.

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ADDITIONAL OPPORTUNITIES

MONDAY WORKING LUNCH

Please contact Tere Petersen at the ASF for details

Take your place as one of the ASF's premier supporters. Receive special recognition as the Working Lunch supporter, including front row tables, the opportunity to provide branded gifts to attendees, and more.

SUNDAY WELCOME RECEPTION \$42,000 Exclusive

Start ASF 2010 with a bang! The ASF will plan the Welcome Reception, including music, food and beverages. Your firm may provide branded items for the attendees if you desire.

TUESDAY LUNCH \$20,000 Exclusive

Lunch is one of the few times when most conference attendees are in one place. Make the most of the opportunity — branded items for attendees may be provided, or you may set up a product/demo table to facilitate interaction.

TUESDAY EVENING RECEPTION \$10,000 Exclusive

Sessions will run throughout Tuesday afternoon for ASF 2010. Catch all of the attendees before private client events begin! This reception is the last opportunity to see attendees in one place. You may provide branded items for the attendees.

BREAKFAST \$10,000 (each)

Be the first firm in the morning to interact with ASF 2010 attendees. You will be provided with a product/demo table, if desired, next to the breakfast area in order to facilitate further interaction with attendees.

BREAK \$10,000 (each)

They say that the way to a person's heart is through their stomach. Take advantage of the ASF 2010 breaks to endear your firm to the attendees. Your firm will be provided with a product/demo table in the break area, if desired, to facilitate further interaction with attendees.

CYBER CAFÉ \$15,000 Exclusive

Who can resist checking email? Brand the internet café and have your firm acknowledged for the access. This opportunity puts your firm name in front of all the registrants on a daily basis. The Cyber Café will be located in the exhibit hall, near several food functions — a central gathering spot for all conference attendees. You may use your logo as a background and screensaver and make your firm's website the home page. The internet kiosks may be branded for an additional charge.

WATER DISPENSERS \$12,000 Exclusive

Promote your firm while providing a vital service. You may provide branded cups, napkins and signage if you desire.

ASF LOUNGE \$10,000 Exclusive

Brand one of the most popular spots in the conference! A permanent lounge area will be maintained in the exhibit hall with chairs, tables and a TV/video to broadcast the Working Lunch session and relevant financial news. Your firm may provide branding for the tables or other relevant items.

KEYNOTE ADDRESS CHAIR DROP \$3,000

Have your literature placed on the chairs during the most popular session of the conference. You may also choose to have materials distributed during specified breakouts — call for pricing and availability. Please note these opportunities are not exclusive.

ROOM DROP TBD

Create and supply your own literature and the ASF will ensure that it is delivered to all attendees staying at the conference hotel on Monday morning. Please note that this is not an exclusive opportunity.

These supporter opportunities may be combined with other supporter levels at a reduced rate. If you have a creative idea or would like further information, please contact Tere Petersen at the ASF (212.313.1136 or tpetersen@americansecuritization.com). Co-branding will be considered.

www.americansecuritization.com

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SUPPORTER APPLICATION

Contact Information for Supporter Signatory*

NAME* _____

TITLE* _____

PHONE* _____ FAX _____ EMAIL* _____

MAILING ADDRESS* _____ CITY* _____ STATE* _____ ZIP* _____

Contact Information for Marketing/Event Logistics Person

NAME _____

TITLE _____

PHONE _____ FAX _____ EMAIL _____

MAILING ADDRESS _____ CITY _____ STATE _____ ZIP _____

PLEASE INDICATE TO WHICH OF THE ABOVE CONTACTS THE SUPPORTER INVOICE SHOULD BE ADDRESSED*

PLEASE PRINT YOUR FIRM NAME AS IT SHOULD APPEAR IN ALL MARKETING PROMOTION MATERIALS FOR THE EVENT*

PLEASE PROVIDE THE FIRM'S WEBSITE ADDRESS THAT YOU WOULD LIKE HYPERLINKED ON CONFERENCE WEBSITE*

*Required

PLEASE CHECK THE APPROPRIATE SUPPORTER PACKAGE BELOW:

	ASF Member	ASF Nonmember	Additional Supporter Opportunities
Lead	<input type="checkbox"/> \$ 35,200	<input type="checkbox"/> \$ 59,000	<input type="checkbox"/> _____ Supporter Opportunity
Patron	<input type="checkbox"/> \$ 28,050	<input type="checkbox"/> \$ 43,000	
Advocate	<input type="checkbox"/> \$ 16,575	<input type="checkbox"/> \$ 25,500	
Associate	<input type="checkbox"/> \$ 8,075	<input type="checkbox"/> \$ 12,500	
Exhibitor	<input type="checkbox"/> \$ 6,625	<input type="checkbox"/> \$ 9,750	

Payment Information

Payment is due 30 days from receipt of the countersigned Application. If full payment is not received prior to January 23, 2010, the ASF will have the right to terminate this Agreement. Cancellation Policy: See Terms and Conditions for details on cancellation policies. Please make check payable to American Securitization Forum. Mail payment to: American Securitization Forum, Attn: Kristin Ellbogen, 120 Broadway, 35th Floor, New York, NY 10271, Reference: ASF 2010. To pay by credit card please call Kristin Ellbogen at 212.313.1132. Payment by credit card is subject to additional fees. Please note that Supporter Package pricing does not include wire transfer fees. Supporter agrees to all Terms and Conditions listed on the following page.

Signatures

NAME _____ FIRM _____ DATE _____

TERE PETERSEN, ASSOCIATE DIRECTOR OF EVENTS AND MARKETING
American Securitization Forum
FIRM _____ DATE _____

Please fax this form to 212.313.1032, Att: Kristin Ellbogen, or email the scanned document to kellbogen@americansecuritization.com

ASF2010



TERMS AND CONDITIONS

1. **Application & Eligibility.** The organization identified in the accompanying Supporter Application form (the "Application"), hereby applies to support or exhibit at the ASF 2010 conference (the "Event") organized by the American Securitization Forum ("ASF"). The organization 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 organization's Application based on whether, in ASF's sole judgment, the organization's participation is appropriate and would enhance the Event. If ASF rejects the organization's Application, ASF shall refund in full any supporter fee paid by the organization within 30 days after that rejection. ASF's acceptance of the organization's Application is limited to the Event only and does not imply that same or similar arrangement will be granted for other conferences and events.

2. **Agreement to Conditions.** This document, together with the Application which is incorporated herein by this reference, makes up the entire Agreement between the parties (the "Agreement"). Upon receipt of the countersigned Application, the organization (hereafter 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 from time to time. Supporter acknowledges that, except as specifically provided in this Agreement, Supporter has no rights to occupy or control the premises or facilities at which the Event is held (hereafter the "Event Facilities"). Supporter further acknowledges that the owner of the Event Facilities has sole control over the Event Facilities, and Supporter agrees to indemnify, defend and hold ASF and the Gaylord National Hotel & Convention Center and their respective officers, agents, employees or other representatives harmless for any loss or injury suffered by Supporter, or Supporter's employees or agents while using the Event Facilities unless that loss or injury results directly from the gross negligence or willful misconduct of ASF or the Gaylord National Hotel & Convention Center, or their respective employees or agents.

3. **Payment of Supporter Fee.** Full payment of the supporter fee must be received by ASF 30 days from receipt of the countersigned Application. Failure to submit payment in full prior to January 23, 2010 will give ASF the right to terminate this Agreement with no further notice to the Supporter.

4. **Insurance.** Supporter understands and acknowledges that neither ASF nor the owner of the Event Facilities maintains insurance covering the Supporter's property. If Supporter wishes to insure its goods while at the Event Facilities, it is the sole responsibility of the Supporter to obtain such insurance and it must do so at its own expense. Supporter is solely responsible for maintaining proper liability insurance coverage for any loss or injury caused at the Event by Supporter, its employees, or its agents. Any firm that chooses to have an Exhibit Space in the Exhibit Hall must obtain and keep in effect during the Event a commercial general liability insurance policy with a combined single limit for personal injury and property damage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Supporter will supply ASF with certificate(s) of insurance confirming such coverage and naming ASF and The Gaylord National Hotel & Convention Center as additional insured on such policy at least 30 days prior to the Event.

5. **Exhibits.** If Supporter displays any material, no part of the display shall obstruct or interfere with displays, exhibits or one-on-one meeting space designated to others. ASF reserves the right and has sole discretion to restrict, on a reasonable level, signage, sound systems, lights, noise and other distractions. Food, alcohol and special activities must be approved by ASF. Allocation of exhibit space at the Event is at the sole discretion of ASF. Space is allocated based on supporter level and date of submission of the Application.

6. **Care of the Supporter's Space.** Supporter must, at its expense, maintain and keep in good order the Supporter's area at the Event, including trash removal, which may be ordered through the Event Facility.

7. **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 management of 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 management.

8. **Installation & Dismantling.** The specific requirements as to the time for installation and dismantling of supporter material, if any, shall be supplied to Supporter for the Event. Such requirements shall be binding upon Supporter as though fully set forth in this Agreement. All displays must be in place and set up one hour prior to the official opening of the Event.

9. **Default Occupancy.** Supporter's failure to appear or participate at the Event shall not relieve the Supporter of its obligation to make full payment to ASF and ASF shall have the right to seek other Supporters at its discretion.

10. **Personnel.** Supporter personnel, including persons contracted solely for the Event, shall: (i) confine their activities within Supporter's designated space; (ii) dress in appropriate business attire; and (iii) display, promote or sell their products in a manner consonant with the high standards of the Event and ASF. ASF reserves the right to monitor the activities of Supporter, its agents, and employees during the course of the Event and, upon determining 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. **Use of Space.** Supporter shall display its material only in the area specifically designated by ASF ("Space", which may include but is not limited to Exhibit Space, One-on-one Space, Hospitality Suites, or Issuer Presentation Rooms). Supporter shall not display articles, equipment, or information concerning services, or make presentations about such articles, equipment or services, in any location other than the Space specifically designated, absent ASF's prior written approval. Space allocations are at the sole discretion of the ASF.

12. **Affiliates and Co-Participation.** Supporter shall not permit any other corporation or firm, including affiliates or their representatives, to use the Space allotted to the Supporter, nor shall Supporter display articles for sale not sold normally 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 must be by 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.

13. **Distribution of Printed Matter.** Supporter shall not distribute any material, samples, souvenirs etc., except in the ASF-designated Space. Supporter must obtain the prior written approval of ASF for any solicitation, or for the distribution of material elsewhere 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 copyrighted logo for any purpose, absent prior written permission by ASF.

14. **ASF's Right to Remove Supporter's Property.** ASF reserves the right to remove from the Event Facilities any or all of Supporter's property should the Event be canceled or relocated or should the Supporter violate this Agreement. This right may be exercised without prior notice and hearing.

15. **Conflicts/Disruptions.** In the interest of the success of the Event, Supporter is encouraged to avoid:

a. Hosting any event (social or business) or otherwise encouraging absence of attendees from the ASF Working Lunch scheduled on Monday, February 1, 2010.

b. Disrupting the exhibits or activities of other Supporters, exhibitors or their respective agents or employees at 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 circumstances beyond the control of ASF, ASF shall have no liability of any kind to Supporter, but may in its sole discretion refund all or any portion of the supporter fee paid by Supporter.

17. **Cancellation by Supporter.** Supporter may cancel this Agreement by notifying ASF in writing (via certified mail, registered mail, courier or facsimile) prior to the start of the Event. If notification is made at least 100 calendar days prior to the Event, ASF will refund 50% of the supporter fee specified in this Agreement and paid by Supporter. If Supporter has not yet paid that supporter fee to ASF, Supporter remains obligated to pay ASF 50% of that supporter fee. ASF is not obligated to return any portion of the supporter fee if ASF receives Supporter's notice of cancellation less than 100 calendar days before the start of the Event. In such case, Supporter is liable for the full supporter fee even if Supporter entered into this Agreement less than 100 days prior to the start of the Event.

18. **Violations of the Agreement.** Any of the following actions by Supporter shall constitute a violation of the conditions of this Agreement:

a. Violation of any municipal, state or federal laws, rules or regulations, including safety codes.

b. Failure to follow the terms or procedures prescribed in sections 2 through 17 of this Agreement.

c. Failure to remove its property from the Event Facilities upon notice of cancellation or relocation of Event from ASF.

19. **Force Majeure.** Should events beyond the reasonable control of Supporter or ASF, including but not limited to acts of God, war, strikes, government regulation, civil disturbance, terrorism, disaster, fire, earthquakes, cessation of transportation, 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.

20. **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.

21. **Liability.**

a. 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.

b. The Supporter shall indemnify, defend and hold harmless ASF and its officers, agents, employees or other representatives against all claims or liability of any nature whatsoever arising from the activities of the Supporter, its employees or agents or from Supporter's display or other property, other than claims and liabilities which are caused by or arise directly out of the gross negligence or willful misconduct of ASF, its employees, or agents. Supporter further assumes responsibility and agrees to indemnify, defend and hold harmless ASF and the ownership and management of the Event Facilities and their respective officers, agents, employees or other representatives against any claims or liabilities of either ASF or the Event Facilities which are caused by or arise out of Supporter's use of the Event Facilities. 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 poster, slide or other Event material.

22. **Remedies.** In the event the Supporter violates any provision of this Agreement, ASF reserves an absolute 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 be limited to, any supporter agreement, exhibitor agreement, or agreement to attend or participate in any ASF event. If an existing Agreement is canceled, 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.

23. **Arbitration.** Any controversy or claim between the parties hereto arising out of or related to the provisions of this Agreement or the breach thereof, shall be settled by arbitration by one 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 any court having jurisdiction thereof.

24. **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.