



EXPANDING HORIZONS

SUCCESSING
In A Changing Global Marketplace

34th Annual Marketing & Sales Conference May 1–3, 2011
Arizona Biltmore Resort & Spa | Phoenix, Arizona





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What IS the AIMSE Annual Marketing & Sales Conference and Who Attends?

The theme of the AIMSE 34th Annual Marketing & Sales Conference is Expanding Horizons—Succeeding in a Global Changing Marketplace.

Offering roundtable discussions with plan sponsors and consultants as well as educational workshops on current hot topics such as Selling in a New Compliance & Regulatory Environment and Forming Meaningful Bonds, if you are in the institutional sales or client service business this is the conference you cannot miss. The conference also offers professional enhancement courses that provide key resources to AIMSE members in this challenging environment. It is the preeminent educational conference in the institutional investment industry.

Attendees at the Annual Marketing & Sales Conference include decision makers such as Managing Directors and Vice Presidents of Marketing and Client Service for companies ranging from A.S.A.P. Advisor Services, Inc. to Zephyr Associates.

AIMSE has approximately 700 members and anticipates 250-300 of our members to attend the annual conference. The majority of attendees are from the US with 10% of the attendance from Canada and Europe.

► INFLUENTIAL PROSPECTS YOU WANT TO KNOW

Influential prospects include Senior Marketing and Sales Executives, Managing Directors, Client and Consultant Relations Professionals, Plan Sponsors and Consultants. Firm sizes vary from boutiques to the largest firms in the industry including Merrill Lynch, Angelo Gordon, Pershing Square, Paulson & Co., Russell Investments, T. Rowe Price, and Capital Guardian. Member firms include equity, fixed income, hedge funds and hedge fund of funds firms who provide services to pension funds, endowments, foundations, family offices and other large institutional investors.

16 Great Reasons to Become an AIMSE Sponsor/Exhibitor

AIMSE has developed the following benefits to insure that our vendors maximize their exposure at the conference:

- 1** This conference is the ONLY opportunity to meet this targeted group of professionals on a one-to-one basis.
- 2** Networking Opportunities within the Exhibit Hall
- 3** Welcome Reception
- 4** Interactive Round Tables at breakfast & lunch
- 5** Morning & afternoon refreshment breaks
- 6** Relationship building opportunities throughout the conference
- 7** Special Events & Educational Sessions
- 8** Designated time to introduce you & your company at the conference
- 9** Four complimentary conference registrations provided for each 8' X 10' booth purchased, including admission to all workshops, general sessions & food functions.
- 10** Four AIMSE Associate one-year Memberships for booth representatives.
- 11** Electronic file of the 2011 pre- & post-conference attendee roster.
- 12** Detailed listing in the final conference program including a description of your firm & contact information.
- 13** Signage throughout the conference.
- 14** Three exhibitor-sponsored prize drawings that requires attendee participation & visits to booths for eligibility. All prizes will be drawn at the conclusion of the conference on Tuesday, May 2, 2011.
- 15** Year-round listing on the AIMSE website & in the AIMSE Advisor newsletter.
- 16** Additional opportunities to conduct hotel room deliveries to conference attendees with your materials



EXPANDING HORIZONS

YOU'RE IN GOOD COMPANY

Valued Supporters of the AIMSE 34th Annual Marketing & Sales Conference

Callan Associates

Carne Global Advisors

eVestment Alliance

Infinity Info Systems

Informa Investment Solutions

Institutional Investor

Pensions and Investments

Standard and Poor's
Money Market Directories

AIMSE Corporate Sponsorship Program

AIMSE recognizes that the support of our exhibitors and sponsors is critical to the success of our conferences and to the organization. We have created a Corporate Sponsorship Program that offers a variety of high-profile sponsorship opportunities to maximize your participation at our conferences and to provide promotional exposure throughout the year with AIMSE members. This sponsorship program is your opportunity to become a prominent partner with AIMSE!

PLATINUM SPONSOR \$27,500

As an AIMSE Platinum Sponsor you will receive the following benefits:

- One complimentary exhibit booth at each of the following AIMSE conferences:
 - 2011 Annual Conference*
 - 2011 Fall & Hedge Fund Conferences (a 2-day event)*
 - 2012 Canadian Conference*
- Welcome Reception at the Annual Conference
- Prominent exposure of corporate logo in all promotional literature for each conference, as well as year-round listing on the AIMSE website and in the AIMSE Advisor
- Full page advertisement in the final program book of each conference
- Pre- and Post-conference attendee lists
- Three complimentary guest passes to each of the conferences
- AIMSE Associate Memberships for booth representatives for one year.
- Prominent signage at the conferences
- Company introduction at opening address
- One page flyer in attendee registration materials at each conference

GOLD SPONSOR \$22,500

As an AIMSE Gold Sponsor you will receive the following benefits:

- One complimentary exhibit booth at each of the following AIMSE conferences:
 - 2011 Annual Conference*
 - 2011 Fall & Hedge Fund Conferences (a 2-day event)*
 - 2012 Canadian Conference*
- Prominent exposure of corporate logo in all promotional literature for each conference, as well as year-round listing on the AIMSE website and in the AIMSE Advisor
- Full page advertisement in the final program book of each conference
- Pre- and Post-conference attendee lists
- Three complimentary guest passes to each of the conferences
- AIMSE Associate Memberships for booth representatives for one year.
- Prominent signage at the conference
- Company introduction at opening address
- One page flyer in attendee registration materials at each conference

SILVER SPONSOR \$17,000

As an AIMSE Silver Sponsor you will receive the following benefits:

- One complimentary exhibit booth at TWO of the following AIMSE conferences:
 - 2011 Annual Conference*
 - 2011 Fall & Hedge Fund Conferences (a 2-day event)*
 - 2012 Canadian Conference*
- Prominent exposure of corporate logo in all promotional literature for each conference, as well as year-round listing on the AIMSE website and in the AIMSE Advisor
- Full page advertisement in the final program book of each conference
- Pre- and Post-conference attendee lists
- Three complimentary guest passes to each of the conferences
- AIMSE Associate Memberships for booth representatives for one year.
- Prominent signage at the conference
- Company introduction at opening address
- One page flyer in attendee registration materials

Please return with payment to:

Laura Yarborough, Administrator, AIMSE
12100 Sunset Hills Rd
Suite 130
Reston, VA 20190
Phone: 703.234.4131
Fax: 703.435.4390
Email: lyarborough@drohanmgmt.com

SPONSORSHIP CONTACT INFORMATION

NAME OF COMPANY _____

CORPORATE SPONSORSHIP LEVEL _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE _____ FAX _____

EMAIL _____

NAME OF CONTACT PERSON _____

OTHER SPONSORSHIP OPPORTUNITIES

- Keynote Speaker **\$5,000**
(1 each day, Monday and Tuesday)
- Morning Refreshment Break **\$2,500 per break**
(1 each day, Monday and Tuesday)
- Afternoon Refreshment Break (Monday) **\$2,500**
- Golf Tournament (Sunday) **\$8,500**
- Tennis Tournament (Monday) **\$2,500**
- Volleyball Tournament (Monday) **\$2,500**

We are pleased to commit
a total sponsorship of \$ _____

PAYMENT INFORMATION

TOTAL PAYMENT \$ _____

- Enclosed is my check, payable to AIMSE
(REMITTANCE ACCEPTED ONLY IN US CURRENCY)
- Please charge payment to (CIRCLE ONE):
VISA MasterCard American Express

CARD NO. _____ EXP. (MM/YY) _____

SIGNATURE _____

► AIMSE PARTNERSHIP RECOGNITION AWARD

AIMSE will recognize and honor those sponsors and exhibitors who have participated at the AIMSE annual conference consecutively over the past five+ years at the conference kickoff event on Sunday evening. AIMSE will be contacting eligible firms who will receive awards at the conference. We will also note award recipients through signs and in the conference printed materials. Remember, this award will be given to annual conference sponsors who have exhibited for at least five+ years consecutively, including 2011. If you have questions about the exhibition and sponsorship history of your firm, please contact Laura Yarborough, lyarborough@drohanmgmt.com, 703.234.4131.

EVENTS TO BE HELD IN THE EXHIBIT HALL INCLUDE

- Opening Welcome Reception
- Breakfast
- Morning & Afternoon Refreshment Breaks

AIMSE will also sponsor several cash prize drawings to be awarded at the conclusion of the conference on Tuesday, May 3, 2011. Exhibitors may conduct their own prize drawings at their booth. No drawings other than the cash prize drawings will be made in the general session hall.

In order to be eligible for these drawings, each attendee will be required to visit all exhibit booths and determine the answers to one specific question about the exhibitor and/or its products. An example of a question you may want to ask is, "How many plan sponsors are listed in the XYZ Directory?" Each attendee will be given an "Exhibit Quiz" with your question in their registration packet. They can only enter their "Quiz" in the drawing if they have answered all questions correctly. This exercise will not only encourage attendees to visit your booth, but also provides you with an opportunity to share information about your products and services.

Please submit the question about your firm and/or its product(s) to Laura Yarbrough at: lyarborough@drohanmgt.com by not later than April 15, 2011.

EXHIBITION FEE

The cost for each 8' X 10' booth is \$8,750. Multiple booths of this size are also available. Become an AIMSE Corporate Sponsor and save!

HOW TO RESERVE YOUR SPACE

The enclosed space application and contract should be completed and returned to the AIMSE office with your payment, in accordance with the rules and regulations as outlined. Please note that no space is assigned until the contract and full payment are received by AIMSE. Booth assignments are made on a first come, first served basis, so register early!

All fees are to be paid in US currency. Please indicate on the contract the names of any competing companies that you would prefer not to be located near. Due to the fact that most exhibitors are competitors, it may be impossible to honor all requests. AIMSE makes all space assignments and has the final say in all assignments. AIMSE reserves the right to modify the designated exhibit space in the event a change is necessary.

Note: Please read carefully the exhibit rules and regulations that are part of the application for space. It is important that the representatives from your company whom attend the conference are aware of the terms and conditions as well as the general information that affect the operation of the conference and exposition.

EXHIBIT STAFF

The exhibit fee entitles each Exhibitor Company to have four (4) representatives attend the Conference and participate in all activities except sports/tournament events at no additional cost. Exhibitors wishing to participate in sports events must pre-register for these events and pay applicable fees. Please note that in order to enhance the experience and opportunities, exhibitor companies must have a representative available to cover their booth throughout the Conference.

ASSOCIATE MEMBERSHIPS

The four representatives that attend the conference to cover the exhibit booth will be given AIMSE Associate Membership for 2011.

ADDITIONAL STAFF

Additional staff members wishing to attend the conference must pay the discounted group registration fee plus any optional event fees. These individuals must be current AIMSE members.

ACTIVE VS. ASSOCIATE MEMBERSHIP

AIMSE Active Membership is open ONLY to those who devote all or a major portion of their time to the marketing or selling of investment management products/services. Membership is by individual only.

AIMSE Associate Membership is open ONLY to those who are regularly engaged in and devote a significant portion of his/her time to business activities directly relating to or involving the provision of goods and educational information and services to further enhance and promote the profession of investment management marketing and sales. Membership is by individual only. NOTE: Consultants are not eligible for membership in AIMSE.

REGISTRATION INFORMATION

Upon acceptance of this contract, registration will be made available online in the Members-Only section of the website for the four designated company representatives. All exhibitors attending the conference must complete the online conference registration form for each representative.

GUEST FEES

Guest fees are applicable only for those individuals whom are not eligible for membership. Typically, these individuals are spouses of attendees. No individual whom is employed by an exhibiting company is eligible to pay the guest fee rate.

LOCATION

Arizona Biltmore Resort & Spa
Phoenix, Arizona

EXHIBIT SHOW DATES

Sunday, May 1 – Tuesday, May 3

Set-Up: Sunday, May 1, 12:00 pm – 4:00 pm

Dismantle: Tuesday, May 3, 1:30 pm – 3:30 pm

EXHIBIT HOURS

Sunday, May 1, 7:30 pm – 9:30 pm

Monday, May 2, 7:00 am – 3:00 pm

Tuesday, May 3, 7:00 am – 1:30 pm

BOOTH DESCRIPTION

Booth size is 8' X 10'. Siderails are 3' high.

FURNISHINGS PROVIDED

- one 6' draped table
- four chairs
- one wastebasket
- one 7" by 44" ID sign

Please note that all other items needed must be ordered directly through the selected AIMSE service contractor – Brede.

PHONES

Phones will not be provided for exhibit booths.

OFFICIAL SERVICE CONTRACTOR

Upon acceptance of this contract, Brede will send you a service kit. They may provide additional rental equipment at the discretion of AIMSE. Audio-visual equipment and electrical power must be ordered in advance. Please use the order forms provided in your service kit by Brede.



UTILITY REQUIREMENTS

Exhibitors will be provided with one (1) 500-watt electrical outlet and power (if needed) for the duration of the conference on a 24-hour basis. Electrical power must be ordered in advance from the Official Service Contractor – Brede. All extension cords must be grounded 3 prong lines, 3-wire SJ cord or other approved type and not more than 20 ft. long. Exhibitors with special requirements should consult with the Official Service Contractor, Brede, to assure the availability of needed utilities in their location.

HOTEL RESERVATIONS

Exhibitors must make their own hotel reservations. No hotel reservations will be made through the AIMSE office. To make reservations please call 1-800-950-0086 and request the group rate for the AIMSE or visit the Arizona Biltmore website at <http://www.arizonabiltmore.com/> and under the Group/Convention Code enter **AIMSE**. Please note that the cut-off date to receive the AIMSE group rate is April 1, 2011.

AIMSE HOTEL ROOM RATES

\$309 Single/Double Occupancy

Resort Fee: **\$28.00** per room, per night

AIMSE MISSION

The AIMSE mission is to provide an educational forum for those employed in the institutional investment management sales and marketing services profession worldwide. AIMSE fosters high ethical and professional standards among our members regarding representation of investment products and services, with an educational emphasis on improving skills and enabling members to adapt to the changing needs of the marketplace.

AIMSE conference registration materials clearly state that executive recruiters, consultants and members of the “working press” are not eligible for AIMSE membership and therefore ineligible to attend AIMSE conferences. AIMSE conferences are not media events and therefore the organization does not issue media passes to any conference or event. AIMSE does recognize investment trade publications as useful tools to the investment management sales and marketing services profession and encourages participation by such organizations as associate members. In accordance with this stated policy, associate AIMSE members of these investment trade publications must comply with the statements of the policy to remain in good standing as members.

AIMSE conferences are off-the-record, to enable members and panelists to speak more candidly than they may when their comments might end up in print, possibly with their organizational affiliation listed as well. The presence of the press could impede open discussion during these educational sessions. AIMSE members as well as guest speakers have expressed this concern. The free exchange of ideas is a vital part of AIMSE. The attendance of “working press” could have a dampening effect on open discussion. Members of the media are, of course, free to interview participants outside of AIMSE conference sessions, as long as they clearly identify themselves and indicate that the participant may be quoted in print.

Discussions occurring in AIMSE conference sessions are off the record out of respect for personal and corporate policies over public attribution. It is up to each attendee and/or speaker whether he or she wishes (his or her own) statements made in the course of a session to be quoted in the media.

In the course of the customary self-introductions at the outset of each conference session, the moderator will ask if any such person is in attendance, and if so, out of fairness, will insist on compliance with the off the record rule.

For more information, please contact:
Kathy Hoskins, AIMSE Executive Director
703.234.4098
khoskins@drohanmgmt.com

AIMSE MEDIA GUIDELINE POLICY AGREEMENT FORM

I hereby certify that I, _____, (name of booth representative) representing _____, (name of exhibiting company) have read and agree to the above AIMSE Media Guideline Policy. I will distribute this policy to _____ (name of exhibiting company) colleagues attending the AIMSE conference and will make certain that all company representatives adhere to this policy while attending the conference.

SIGNATURE

DATE

**Please return contract
with payment to:**

Laura Yarborough, Administrator, AIMSE
12100 Sunset Hills Rd
Suite 130
Reston, VA 20190
Phone: 703.234.4131
Fax: 703.435.4390
Email: lyarborough@drohanmgmt.com

EXHIBITOR INFORMATION

NAME OF COMPANY

Please list any competing companies that may participate whose booth you would prefer not to be located adjacent to:

NOTE: Due to the fact that most exhibitors are competitors, it may be impossible to honor all requests. AIMSE makes all space assignments and will have final say in all space assignments.

ADDRESS

CITY STATE ZIP

PHONE FAX

EMAIL

REQUESTED EXHIBIT LOCATION

1ST CHOICE 2ND CHOICE

Every attempt will be made to give you your preferred location, but space is assigned on a first come, first served basis.

NAME OF CONTACT PERSON

DISCLAIMER: Exhibitor assumes responsibility and agrees to indemnify and defend AIMSE and the Biltmore Arizona Resort & Spa and their respective employees and agents against Payment Information any claims of expenses arising out of the use of the exhibition premises. The Exhibitor understands that neither AIMSE nor the Biltmore Arizona Resort & Spa maintains insurance covering the Exhibitor's property, and it is the sole responsibility of the Exhibitor to obtain such insurance. I shall be bound by the terms and conditions printed above and recited in the Exhibitor information material.

I enclose the amount of \$8,750 per 8'x10' exhibit booth. I understand that AIMSE will not accept deposits or partial payments.

NUMBER OF BOOTHS TOTAL COST

AUTHORIZED SIGNATURE DATE

EXHIBIT STAFF PERSONNEL

Names for badges (up to four staff members are included in exhibit price)

1

2

3

4

PAYMENT INFORMATION

TOTAL PAYMENT \$

Enclosed is my check, payable to AIMSE
(REMITTANCE ACCEPTED ONLY IN US CURRENCY)

Please charge payment to (CIRCLE ONE):
VISA MasterCard American Express

CARD NO. EXP. (MM/YY)

SIGNATURE

PAYMENT & CANCELLATION OF EXHIBIT SPACE

Applications will not be processed without the required payment. If Exhibitor has made payment and notifies AIMSE 30 days prior to the opening of the Conference that it will be unable to exhibit for any reason, AIMSE will attempt to lease the space to another Exhibitor. If AIMSE is successful in leasing such previously contracted space and if AIMSE shall have leased and received payment for all exhibit space in the Conference, Exhibitor shall be refunded all monies paid for exhibit space, less \$3,000.00 which shall be retained by AIMSE as liquidated damages. AIMSE reserves the right to cancel any Exhibitor's right to exhibit for any violation of this Contract, any rules or regulations of the conference or for other due cause. In the event AIMSE shall cancel such rights, all monies paid by Exhibitor shall be retained by AIMSE as liquidated damages.

APPLICATIONS FOR ASSIGNMENTS OF EXHIBIT SPACE

AIMSE reserves the right to render interpretations and decisions and to establish further regulations as may be deemed necessary for the general success and well-being of the Conference. AIMSE's decisions and interpretations shall be accepted as final in all cases. AIMSE reserves the right to alter the floor plan to adjust for spaces not sold. AIMSE reserves the right to decline or prohibit any exhibit which in its judgment is out of keeping with the character of the Conference, this reservation being all-inclusive as to persons, things, printed matter, products and conduct. Space will be assigned in the order that fully executed applications, accompanied by the required fee, are received. No Exhibitor may assign sub-let or apportion its space in whole

or in part, nor exhibit any products or services other than those manufactured or handled in the normal course of its business and described in the application, nor permit any agent of any non-exhibiting firm to solicit business or take orders in its space. Space will be assigned on a "First Come, First Served" basis and at management discretion. Previous years' exhibitors will be given priority.

EXHIBIT STAFF

Exhibitors will have a representative available to cover their booth throughout the Exhibition. The \$8,500 exhibit fee entitles each Exhibiting company to have four (4) representatives attend the Conference and participate in all activities except sports events at no additional cost. Exhibitors wishing to participate in sports events must pre-register for these events and pay applicable fees. These four representatives will become Associate Members for one year.

Additional staff members wishing to attend the conference must pay the group discount registration fee. All exhibitors attending the Conference must complete registration forms and send them in together to receive conference materials, workshop tickets and name badges. AIMSE does not issue media passes to any conference or event and does not encourage members of the "working press" to attend the AIMSE Annual Conference since it is an educational meeting, not a "media event".

INSTALLATION & REMOVAL OF EXHIBITS

Exhibits must be set up between the hours of 12 pm and 4 pm on Sunday, May 1, 2011. All exhibit installations must be completed by 4:00 pm. Exhibitors must start dismantling at 1:30 pm on Tuesday, May 3, 2011 and have materials removed from exhibit area by 3:30 pm. Please note that no installing, dismantling, rearranging, repairing, servicing, removing or supplementing of exhibits will be permitted during conference hours without written permission of AIMSE.

EXHIBIT LIMITATIONS

Exhibitors shall not display or place any product, sign, partition, person, apparatus, shelving, or other construction which extends more than 10 feet above the floor or more than 8 feet forward from the back wall of the booth. All signage must be professionally done. Exhibits of a nature that obstruct the view and interfere with privilege of other Exhibitors or, which because of noise or any other reason become objectionable, may be required to be modified, moved or removed at the discretion of AIMSE. No interference with the light or view of other Exhibitors will be permitted. No cooking may take place in Exhibitor's space and no food and/or beverage products may be distributed by Exhibitor. No beer, wine or intoxicating liquor may be distributed by any Exhibitor. Exhibitor agrees that AIMSE may take whatever steps may be deemed necessary to control or reduce the noise level in the space so as not to interfere with the conference. Exhibitors shall not provide or permit the playing or reproduction of music in any form or at any time. The only public address system permitted at the conference will be maintained by AIMSE.

GENERAL REGULATIONS

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

LIABILITY & INSURANCE

Notwithstanding AIMSE's agreement to provide security, all property of the Exhibitor remains under his custody and control in transit to and from hotel, during installation and removal, and while it is

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

any Exhibitor by any governmental agency. AIMSE's general contracts shall not be liable for failure to perform their obligations under their contract due to strikes, riots, acts of God, or any other cause beyond their control.

HOLD HARMLESS & INDEMNIFICATION

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

CANCELLATION OR POSTPONEMENT OF SHOW

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

CANCELLATION BY EXHIBITOR

In the event an Exhibitor cancels their participation in the show after April 1, 2011 AIMSE will retain 50% of the Exhibitor Fee, or \$4,375.00

FLOOR PLAN

