



MBA's COMMERCIAL REAL ESTATE FINANCE / MULTIFAMILY HOUSING CONVENTION & EXPO 2010

MANDALAY BAY RESORT & CASINO + LAS VEGAS, NEVADA + FEBRUARY 1-4, 2010

EXHIBITOR PROSPECTUS

MBA's COMMERCIAL REAL ESTATE FINANCE / MULTIFAMILY HOUSING CONVENTION & EXPO 2010

THE PLACE TO DO BUSINESS

MANDALAY BAY HOTEL & CASINO + LAS VEGAS, NEVADA
FEBRUARY 1-4, 2010

Let MBA help build your business – bringing thousands of commercial prospects to one location.

In no other venue do you have such concentrated access to thousands of industry leaders from all sectors of the commercial/multifamily real estate finance industry. The preeminent industry convention, MBA's CREF/Multifamily Housing Convention & Expo gives you the opportunity to make contacts, get leads, negotiate deals and reach your target market.

MBA shows you a return on your investment when exhibiting at our CREF/Multifamily Housing Convention & Expo. We give you the right tools and exposure to increase traffic to your booth with a pre-show mailing, plus listings in the convention program and on the convention Web site.

To guarantee a prime booth location in Las Vegas reserve your space today.

Important: Exhibitor participation is limited to those companies that regularly provide services and/or products for business organizations or financial institutions that hold membership or are eligible for membership in the association. Full payment must accompany the application form in order to obtain a confirmed booth assignment. Applications will be accepted beginning **February 10, 2009**, until booths are sold out. Assignment of booth space will begin in **November 2009**. The Exhibit Hall will be filled on a first-come, first-served basis, with MBA sponsors and members having preference.

Your booth confirmation and Exhibitors Kit containing shipping guidelines, forms for material handling, labor, electrical services and other exclusive services will be sent to you approximately 6-8 weeks prior to the event. Please send the completed application form with your check or credit card to: Mortgage Bankers Association, P.O. Box 403945 Atlanta, GA 30384-3945. Fax your credit card registration to (202) 721-0198.



Expo Contacts

Kim Newell + (202) 557-2791
knewell@mortgagebankers.org

Patty Miller + (202) 557-2792
pmiller@mortgagebankers.org

Gain additional exposure through convention sponsorship and advertising opportunities. Sponsor an event.

Mark Brady + (202) 557-2790
mbrady@mortgagebankers.org

Advertise in the *Mortgage Banking Show Guide Supplement*, *MBA NewsLink* and online media.

Jennifer Moffitt + (202) 557-2844
jmoffitt@mortgagebankers.org

CHOICE 10' x 10'

MBA Member: **\$3,800** Nonmember: **\$7,600**

Price includes select booth location, two exhibitor complimentary registrations per booth space, electronic delivery of the advance attendee registration list, plus listings in the convention program and on the convention Web site.

PREMIUM 10' x 10'

MBA Member: **\$5,400** Nonmember: **\$10,800**

Price includes premium booth location, three exhibitor complimentary registrations per booth space, electronic delivery of the advance attendee registration list, plus listings in the convention program and on the convention Web site and additional mailing list privileges.

PREMIUM ISLANDS 20' x 20'

MBA Member: **\$26,000** Nonmember: **\$52,000**

Price includes premium island booth location, 12 exhibitor complimentary registrations, electronic delivery of the advance attendee registration list, plus listings in the convention program and on the convention Web site and additional mailing list privileges.

YOUR BOOTH PRICE INCLUDES

- Electronic attendee mailing list four weeks prior to the convention for pre-marketing efforts. Upgrade to a Premium Level booth and receive additional registration lists two weeks prior to the convention and a post attendee list to maximize your investment.
- At least two full convention registrations for each booth space. Premium exhibitors receive additional registrations as noted. All exhibit booth personnel must be registered. Additional registrations are available at the established full convention registration rate.
- Back and side wall drape and an ID sign.

Exhibit Hall Hours*

EXHIBIT SET-UP

Sunday, January 31

Noon–5:00 p.m.

Monday, February 1

8:00 a.m.–1:00 p.m.

EXHIBITS OPEN

Monday, February 1

3:00 p.m.–6:00 p.m.

Tuesday, February 2

10:00 a.m.–5:00 p.m.

Wednesday, February 3

10:00 a.m.–4:00 p.m.

EXHIBIT DISMANTLE

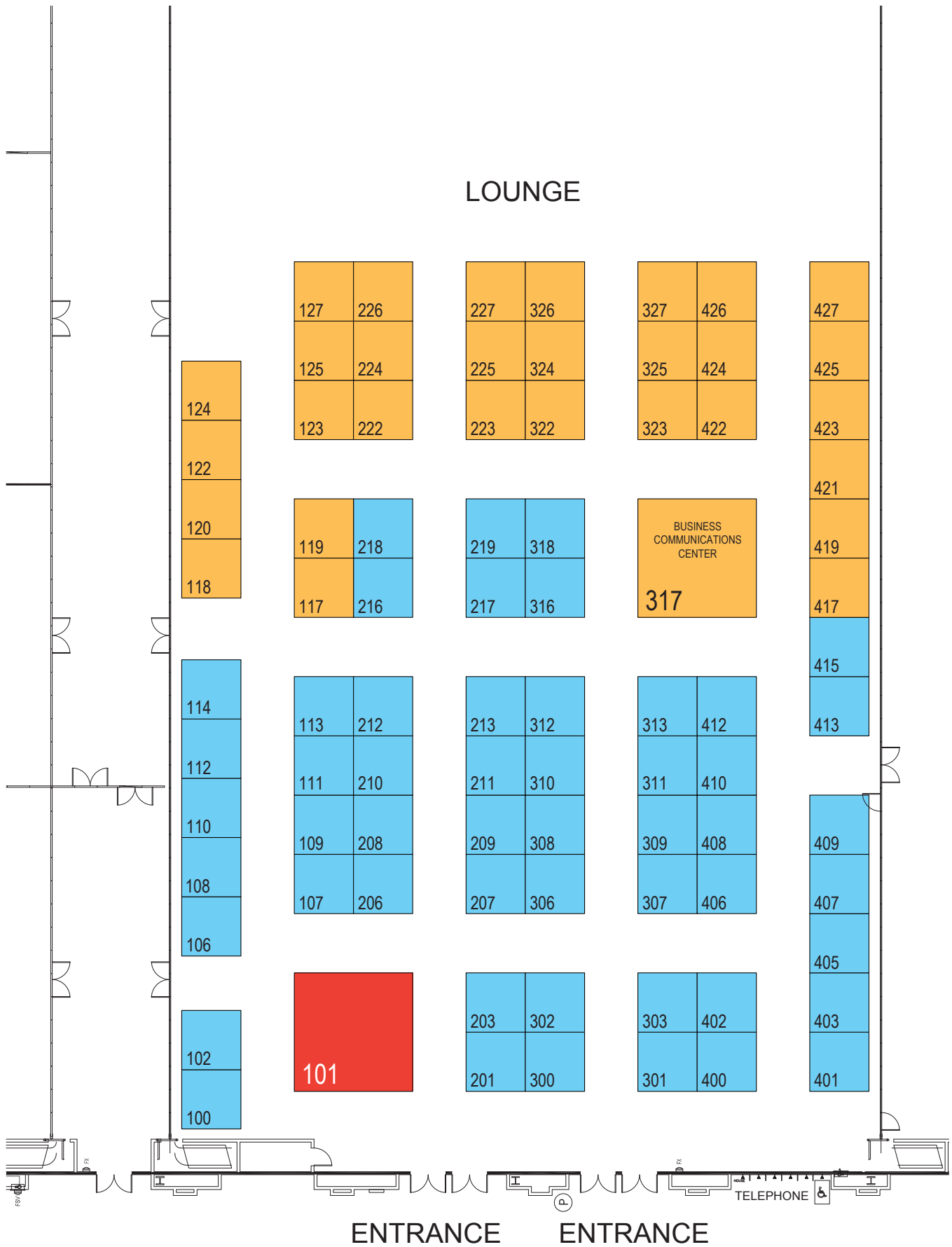
Wednesday, February 3

4:00 p.m.–9:00 p.m.

* *Subject to change*

Mandalay Bay Ballroom G-H

LOUNGE



Exhibitor's Contract

A. Scope, Incorporation by Reference, Terms.

This agreement relates to the Exposition presented by the Mortgage Bankers Association ("MBA") in connection with the MBA conference identified in the companion Application to Exhibit. The completed application incorporates by reference all of the terms of this master contract. "Exposition" refers to a trade show or group of tabletop exhibits presented in conjunction with an MBA conference. Such conferences include, but are not limited to MBA's Annual Convention, the Commercial Real Estate/Multifamily Finance Convention, the National Secondary Market Conference, the National Mortgage Servicing Conference, and the MBA Technology Conference. The term "Agreement," as used herein, refers to the terms set forth in this Exhibitor's Contract. "Exposition Facility" refers to the convention center, hotel or other facility housing an MBA Exposition that is identified in a conference specific Application to Exhibit. "Exhibitor" is an entity whose Application to Exhibit has been accepted by MBA.

B. Objectives of MBA Conferences and Expositions.

MBA's primary objective for each conference and associated Exposition is to provide a unique educational framework for the dissemination of the newest ideas in the real estate finance industry. This objective is effected through the assembly of leaders from either a broad or targeted range of industry participants and the presentation of program activities and product displays to facilitate the exchange of information directed at solving needs related to the financing of either commercial or residential real estate, or both. An Exposition, and its associated conference, provide MBA members and non-members with a forum for the introduction of new real estate finance-related products and services.

C. Character of Exposition.

Each Exhibitor agrees as follows:

1. To exhibit only products and services made available by the Exhibitor in the regular course of its business to financial institutions or other business organizations that hold membership in, or are eligible for membership in, MBA.
2. To display such products or services in a manner which is intended to describe and depict the advantages of using such products or services.

D. General Terms and Conditions.

It is understood and agreed as follows:

1. Subject to the availability of booth space, the Application to Exhibit for a particular Exposition becomes a binding contract upon MBA's issuance of a confirmation notice after receiving a fully completed application and good funds in the full amount owed for the exhibit space requested, or the full amount of the first installment payment for those Expositions where payment may be made in two installments.
2. Classification of exhibits and assignment of space in the Exposition Facility will be determined by MBA at its sole discretion, and due to the great number of companies exhibiting similar or related product lines, MBA cannot guarantee that a company exhibiting similar products (including an exhibitor's competitor) will not be located in a nearby or adjoining booth space.
3. MBA reserves the right to take the following actions at its sole discretion: a. To prohibit any exhibit, or part thereof, which violates this Agreement or is, in any other way, not suitable for, or in keeping with, the character and spirit of the Exposition; b.

To close any exhibit which is found to be too loud, disruptive, disturbs other exhibits or violates this Agreement; c. To refuse to permit an Exhibitor who violates this Agreement to participate in one or more future MBA Expositions; d. To change the floor plan (including but not limited to aisle spaces), without notice, in order to comply with fire, safety and accessibility regulations, or to provide, in MBA's exclusive judgment, a safer, more satisfactory, more balanced, attractive and successful Exposition; and e. To enforce strict compliance with any of the terms and conditions of this Agreement.

E. Booth Displays and Equipment.

1. **Appearance.** Standard booth equipment (back and side wall draping, and identification sign) will be provided by MBA without cost to the Exhibitor. If an Exhibitor plans to install a completely constructed display of such a character that the Exhibitor will not require or desire the use of standard booth equipment, no part of its display shall so project so as to obscure the view of the adjacent booths. No display may exceed a height of eight feet on the back wall nor be higher than side wall specifications, except with the specific permission of MBA. All booths must be carpeted. Carpeting shall be limited to the Exhibitor's booth(s) only, and will not be permitted to cross any aisles. Exhibitor shall not use a display that varies in any significant way from its description in the Application for Exhibit Space.
2. **Installation and Dismantling.** The specific requirements as to time for installation and dismantling of exhibits shall be supplied to Exhibitor. Such requirements shall be binding upon the Exhibitor as though fully set forth herein. All displays must be in place and set up at least one hour prior to the official opening of the Exposition Facility. Space not occupied by that time may be re-assigned for other purposes by MBA. If the booth is not set up during official installation hours, MBA will instruct the exhibit company to set the booth and this cost will be charged to the Exhibitor. No Exhibitor will be permitted to dismantle a booth prior to the official close of the show.
3. **Contractor Services; Use of Union Labor.** MBA has agreements with contractors (hereinafter "Official Contractors") to provide various services to exhibitors. These Official Contractors will provide all Exposition services other than supervision (exceptions may occur in the case of small, tabletop Expositions). Exhibitors will provide only the material and equipment that they own and intend to use in their exhibit space. All other items or Exposition services may be provided only by the Official Contractors, as set forth in the Exhibitor Service Kit, which contains forms and instructions for obtaining the necessary services. All services not ordered in advance must be procured through the Exhibitor Service Desk(s), which will be maintained in the Exposition Facility. Where a union contract covers the Exposition, it will be necessary that all Exhibitors use qualified union personnel for the various services required for material handling within the show. The handling, placing or setting of merchandise that is to be displayed does not require union labor and may be done by the Exhibitor. In addition, the installation or dismantling of a booth which does not require the use of hand tools, or more than one person, and can be accomplished within thirty minutes, may be performed by the owner or company representative. Union rules vary from city to city. Therefore, consult your official Exhibitor Service Kit for union rules relating to the specific Exposition Facility.

4. **Protection of Exposition Facility.** Nothing shall be posted on, or tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the Exposition Facility without permission from the proper building authority. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with direction of MBA and the Exposition Facility Manager or their assistants.

5. **Subletting Space.** No Exhibitor shall assign, sublet or apportion the whole or any part of the space allotted to it. Nor shall any Exhibitor exhibit or promote within its booth space any products, materials or services that the Exhibitor does not develop or distribute in the regular course of its business, or allow any other person or party to do so.

F. Booth Operations.

1. **Hours of Operation.** MBA may from time to time promulgate such regulations governing hours of access to displays and eligibilities for admission thereto as may be found in its judgment to be most practicable.
2. **Music.** MBA must approve the playing of any music within the Exposition Facility which shall be strictly limited to certain Premium Island booths. The playing of music and any other form of sound amplification that has not been expressly approved by MBA is strictly prohibited.
3. **Food, Beverages and Ancillary Services.** Dispensing or serving of beverages, food or providing ancillary services from a booth must be approved by the Exposition Facility and MBA before Commencement of the Exposition.
4. **Balloons.** MBA and the Exposition Facility must approve all helium balloons.
5. **Security.** MBA UNDERTAKES NO DUTY TO EXERCISE CARE, NOR ASSUMES ANY RESPONSIBILITY FOR THE PROTECTION OF THE PROPERTY OF THE EXHIBITOR OR ITS REPRESENTATIVES, OR OF PROPERTY USED IN CONNECTION WITH THE EXHIBIT, FROM THEFT OR DAMAGE OR DESTRUCTION BY FIRE, ACCIDENT OR OTHER CAUSE. SMALL AND EASILY PORTABLE ARTICLES SHALL BE PROPERLY SECURED OR REMOVED AFTER EXHIBITION HOURS AND PLACED IN SAFEKEEPING BY THE EXHIBITOR. ANY PROTECTION EXERCISED, IN FACT, BY MBA SHALL BE DEEMED PURELY GRATUITOUS ON ITS PART AND SHALL IN NO WAY BE CONSTRUED TO CREATE ANY LIABILITY.
6. **Temporary Personnel.** Each Exhibitor participating in the Exposition is expected to use special care wherever it is deemed necessary to hire temporary help to assist the firm in its exhibiting or hospitality activities, so that personnel so selected by Exhibitor will be of an appropriate caliber in keeping with the high standards of the Exposition and the related meeting.
7. **Promotional Materials; Soliciting and Polling.** Neither Exhibitors nor non-exhibitors shall distribute to the persons attending the Exposition and the related conference any printed matter, including without limitation, company specific promotional materials; and complimentary newspapers and other periodicals; samples; souvenirs and the like, except from within rented exhibit space. Special distribution of such material elsewhere must be approved by MBA. Distribution from booth-to-booth, or in the aisles, is forbidden, and Exhibitors must confine their exhibit activities to the leased space. Strolling entertainment or moving advertisements outside of an Exhibitor's assigned space is not permitted.

8. **Prior Approval of Displays and Demonstrations Outside Exposition.** Neither the Exhibitors nor non-exhibitors shall be permitted to provide demonstrations of products and services; display articles, equipment or information concerning services; or show movies/videos of such articles, equipment or services in private suites or rooms during an Exposition and related conference, except in accordance with prior agreements between MBA and officials of the Exposition Facility.

G. Cancellation, Eligibility for Refunds and Force Majeure.

1. **Cancellation by Exhibitor.** Exhibitor specifically recognizes that MBA will be harmed if Exhibitor cancels its exhibit space after November 24, 2009 (the "cut-off date") or if any prospective Exhibitor leasing space fails to make a permitted installment payment by the published cut-off date. By failing to make any permitted installment payment by the cut-off date, Exhibitor forfeits all monies paid and all right to and in any exhibit space. To receive a refund for exhibit space less only a service charge, Exhibitor must cancel this Agreement before 5:00 p.m. Eastern Time, on November 24, 2009, such cancellation to be in effect when written notice thereof is received by MBA. In the event of such cancellation, all rights, duties, liabilities, and obligations hereunder shall terminate, and MBA agrees to return to Exhibitor any rental fees Exhibitor has paid to MBA, minus a 25 percent service charge per booth. No refund will be made if notice of cancellation is received after the time described above. In addition, if any Exhibitor fails to occupy space contracted for, MBA shall have the right to use such space as it sees fit to eliminate blank space in the Exposition Facility, provided, such booth space remains unoccupied one hour before the official opening of the Exposition Facility.
2. **Cancellation or Relocation by MBA.** Upon MBA's cancellation of the convention with which the Exposition is associated, the liability of MBA shall be limited to a refund of the rental fee paid by Exhibitor.
3. **Force Majeure.** If an event, including but not limited to, acts of God; acts, regulations, or orders of governmental authorities; fire; flood or explosion; war; disaster; civil disorder (including labor disputes or demonstrations of any kind); acts of terrorism or other violence; curtailment of transportation facilities; or other cause beyond its control, makes it illegal, impractical or otherwise inadvisable for MBA or the Exposition Facility to provide the facilities or services contracted for herein, this Agreement shall terminate without further obligation on the part of any party hereto. Upon postponement or disruption of the Exposition for any cause beyond the control of MBA, MBA shall have no obligation whatsoever to Exhibitors. Settlement by adjustment may be made to each Exhibitor on a pro rata basis (not to exceed 25 percent) for routine commitments that it has found necessary to make for initial organization work. Exhibitor hereby waives any and all claims against MBA for damages or compensation due to cancellation or postponement of the Exposition pursuant to this paragraph.
4. **Removal of Exhibitor's Property.** Exhibitor shall remove its property in a timely manner from the Exposition and the Exposition Facility upon cancellation or relocation of the related MBA convention. MBA reserves the right to remove from the Exposition Facility premises, without

notice, any or all of the property of the Exhibitor if the convention associated with the Exposition should be canceled or relocated, and Exhibitor fails to remove its property promptly, or if Exhibitor violates any of the conditions of this Agreement. If the Agreement is canceled for violation of such conditions, MBA assumes no liability for the return of the rental fee or any part thereof.

H. Liability and Indemnification.

Upon the Application for Exhibit Space becoming a binding contract in accordance with Paragraph D.1 above, Exhibitor assumes entire responsibility, and hereby agrees to protect, indemnify, defend and save forever harmless MBA, and the Exposition Facility, its officers; directors; owners; and affiliated companies; and all employees and agents of all of them (hereinafter collectively called 'Indemnities') against (i) any personal injury to Exhibitor or its officers, agents, employees or guests, or to any other person in attendance at the Exposition; (ii) any damage to, or loss of, any property of the Exhibitor or any of its officers, agents or employees, or of any other person in attendance at the Exposition; (iii) any governmental charges or fines; and (iv) any attorneys fees arising out of, or caused by, Exhibitor's installation, removal, maintenance, occupancy or use of the Exposition Facility, or a part thereof, excluding any such injury, loss, damage or other liability caused by the gross negligence or willful conduct of the Indemnitees, their employees and agents. Exhibitor also expressly releases the Indemnities from, and agrees to indemnify them against, any and all claims for the specified injury, damage, loss, or other liability and hereby waives any and all claims that may accrue to Exhibitor. In addition, Exhibitor acknowledges that MBA and the other Indemnities do not maintain insurance covering Exhibitor's property, and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance covering losses by Exhibitor relative to its property.

I. Compliance with Federal, State and Local Laws.

Exhibitor shall comply with all Federal, state and local laws, including but not limited to fire regulations. MBA has no responsibility for Exhibitor compliance with applicable laws.

J. Attendance.

Admission to the Exposition will be available to all registered attendees of the MBA conference associated with the Exposition. MBA makes reasonable attempts to attract qualified attendees to its Exposition but does not guarantee specific volumes or levels of attendees.

K. Complimentary Registrations.

Exhibitor shall receive a specified number of complimentary registrations for the conference associated with the Exposition in which Exhibitor has elected to participate. Badges will be issued in the name of the designated individuals and may not be traded to, and used by, non-registrants. If MBA finds that the Exhibitor's complimentary badges are being traded or otherwise used improperly, MBA may, at its discretion, do one or more of the following—seize the badges, expel Exhibitor from the Exposition Facility and suspend Exhibitor from exhibiting at one or more future expositions.

L. Americans with Disabilities Act Requirements.

Exhibitor agrees to comply with applicable requirements of the Americans with Disabilities Act and its regulations and guidelines (collectively "the ADA") and agrees to hold MBA harmless from

and against all claims that may be brought against Exhibitor on the basis of Exhibitor's noncompliance with ADA requirements. All Exhibitor personnel who may need special assistance or auxiliary aids pursuant to the ADA should contact MBA as soon as possible.

M. Right of Entry and Inspection.

MBA or its designees shall retain the absolute right, without limitation, to enter the leased area occupied by Exhibitor at any time and to inspect any material distributed or made available in the leased area at any time.

N. Governing Law and Forum.

This Agreement shall be governed by, construed and enforced according to the laws of the District of Columbia (excluding its choice of law rules). The parties hereby agree to submit themselves to the personal jurisdiction of the courts of Washington, D.C., which shall be the exclusive venue for any disputes relating to this Agreement.

O. Amendments, Waiver.

MBA shall have full power in the interpretation and enforcement of the terms and conditions contained in this Agreement, and the power to make, from time to time, such reasonable amendments thereto and to set such further terms and conditions as it shall consider necessary for the proper conduct of the Exposition, provided, such new terms and conditions do not materially alter or diminish the contractual rights of Exhibitor. The failure of MBA to enforce a term or condition of this Agreement in one instance shall not be construed to limit MBA's right to enforce the term or condition in any other instance. Neither shall it be construed to effect a waiver of any other term or condition of this Agreement.

MBA Application for Exhibit Space

COMMERCIAL REAL ESTATE FINANCE/MULTIFAMILY HOUSING CONVENTION & EXPO 2010

MANDALAY BAY HOTEL & CASINO + LAS VEGAS, NEVADA + FEBRUARY 1-4, 2010

Sign and return this form with payment. Please complete the following information for the **exhibit booth contact**:

Firm

Mailing address

City State Zip

Telephone number Fax number

Person coordinating exhibit arrangements Email address

Please complete the following information for the **convention program**:

Firm

Address

City State Zip

Telephone number Fax number Web site address

Include a **brief description** of your product or service for inclusion in the exhibitor listings
(255 characters maximum, including spaces and punctuation).

Prices — See pricing sheet information. **Full payment must accompany your application.**

Tier Level and Booth Preference

Tier Level: Choice 10' x 10' Premium 10' x 10' Premium Island 20' x 20'

Booth Preference: First Booth # Choice: _____ Second Booth # Choice: _____ Third Booth # Choice: _____
Fourth Booth # Choice: _____ Fifth Booth # Choice: _____ Sixth Booth # Choice: _____

Exhibitor does not wish to be located adjacent to: _____
(Separation from competitors cannot be guaranteed)

Every effort will be made to assign you the booth(s) you select. Should the exhibitor be unable to occupy and use the exhibit space contracted for, and should the association be notified in writing by 5:00 p.m. Eastern Time on **November 24, 2009** all sums paid by the exhibitor, less a service charge of 25 percent of total cost of booth(s), will be refunded. See paragraph G of the Exhibitor's Contract for complete information. If notice of cancellation is received after 5:00 p.m. Eastern Time on **November 24, 2009** no refunds will be given.

In order for your company's name and booth information to appear in the official MBA's Commercial Real Estate Finance/Multifamily Housing Convention & Expo 2010 Program, your application must be received and paid in full by **November 24, 2009**.

Bill my: VISA MasterCard American Express Discover

Credit card account number Amount to be charged

Name as it appears on card Expiration date

Address if different from above

By submitting a completed application, I acknowledge that I have read and agree to be bound by the terms and conditions outlined in MBA's Exhibitor's Contract, which is incorporated in full herein by reference. This application becomes a binding contract upon MBA's issuance of a confirmation notice.

Signature Date

FOR OFFICE USE ONLY	ATTN: DEPARTMENT 5—Exhibits	Meeting # M2012018	Source Code EXPO 1
ID	Co ID	Order #	Operator Date

Check up to 5 categories that denote a general description of your product or service:

- Accountants
- Appraisers
- Architects/Engineers
- Associations
- Attorneys
- Banking Services
- Commercial Bridge Financing
- Commercial Mortgage Lenders
- Commercial Mortgage Servicers
- Conduit Lenders
- Consultants
- Direct Lenders
- Document Services
- Due Diligence
- Education/Training
- Electronic Document Delivery
- Enhanced Fax Services
- Environmental Services
- Executive Search Firms
- Field Inspection/Property Preservation
- Financial News Services
- Financial Programs
- Insurance Products
- Internet Services/Technology Products
- Investment Bankers
- Leasing Agents
- Market Feasibility Analysts
- Marketing/Advertising Services
- Mortgage Bankers
- Mortgage Brokers
- Mortgage Technology Products/Services
- Portfolio Analysis/Valuation/Hedging
- Private Commercial Lenders
- Publishers
- Rating Agencies
- Real Estate Information Services
- Realty Tax Services
- Risk Management Data/Services/Systems
- Secondary Market Systems/Services
- Securities Dealers
- Strategic Staffing
- Subservicers
- Surveyors
- Title Insurance/Services
- Trustees
- Wholesalers
- Other _____

Please make checks payable to **Mortgage Bankers Association.**

Mail*

Mortgage Bankers Association
P.O. Box 403945
Atlanta, GA 30384-3945

Express Mail*

Mortgage Bankers Association
c/o Bank of America Lockbox Services
Lockbox 403945
6000 Feldwood Road
College Park, GA 30349
(800) 793-6222

Fax: (202) 721-0198

* Use express mail for overnight deliveries to meet cutoff dates when applicable. Express mail only ensures postmark date for exhibit fees.

Please allow 3-5 working days for processing and confirmations.

An electronic mailing list of pre-registered attendees will be sent approximately four weeks in advance.

**National Technology in Mortgage
Banking Conference & Expo 2009**

March 15–18, 2009

Mandalay Bay Hotel & Casino
Las Vegas, Nev.

**National Secondary Market
Conference & Expo 2009**

April 19–22, 2009

Hilton Chicago
Chicago, Ill.

**Commercial/Multifamily Servicing
and Technology Conference 2009**

May 12–15, 2009

Hilton New Orleans Riverside
New Orleans, La.

**96th Annual Convention
& Expo 2009**

October 11–14, 2009

San Diego Convention Center
San Diego, Calif.

Visit www.mortgagebankers.org for more information.



1331 L Street, NW
Washington, DC 20005