

SPONSORSHIP OPPORTUNITIES

ACG INTERGROWTH® 2011



MARCH ON
MARCH 21-23, 2011

ACG InterGrowth®
CAPITAL | CONNECTIONS | DEALS

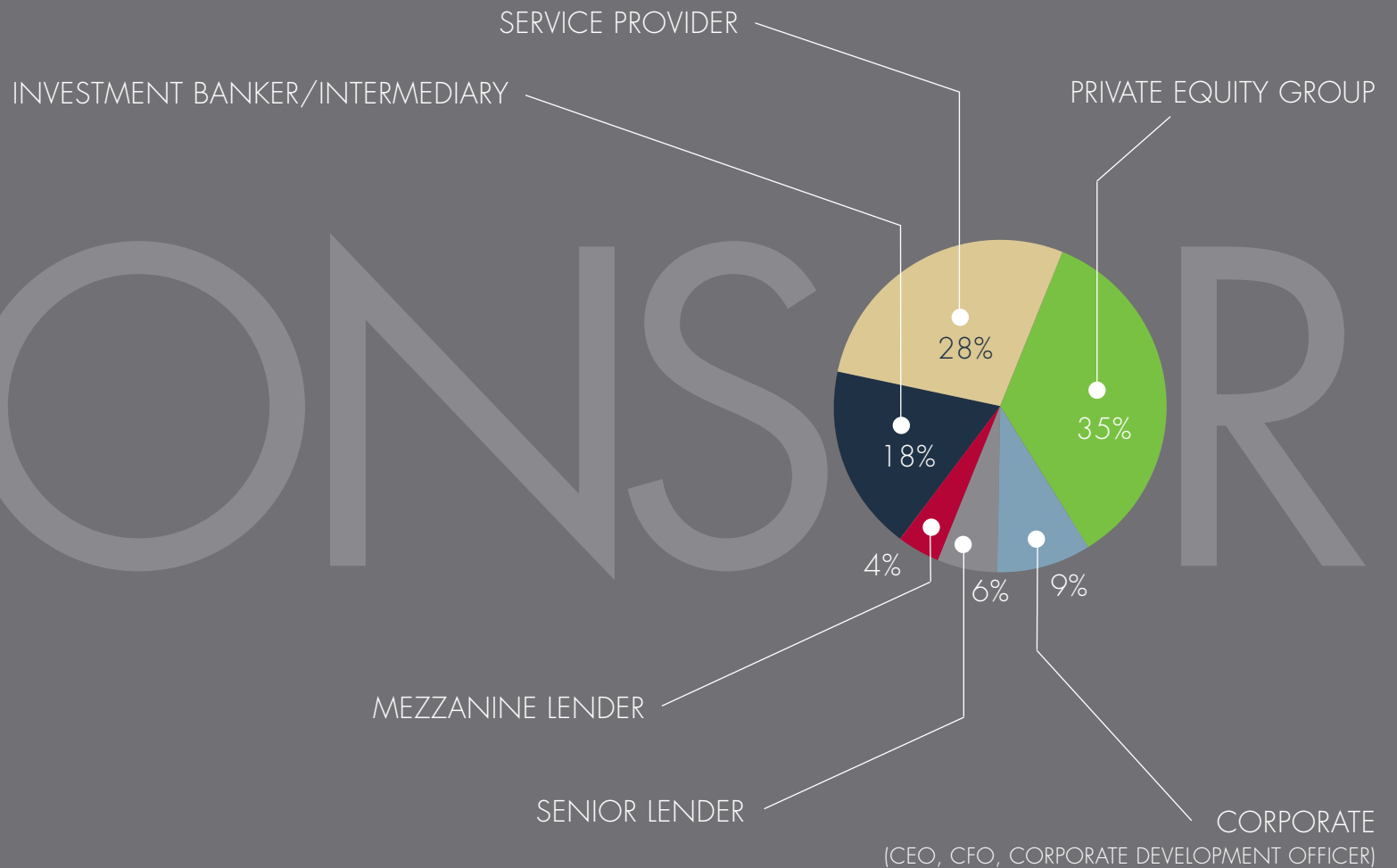
MARCH 21-23,
2011

MANCHESTER
GRAND HYATT

SAN DIEGO,
CALIFORNIA

INTERGROWTH ATTENDEES WANT TO **CONNECT** WITH YOU

ACG InterGrowth brings together nearly 2,000 private equity professionals, intermediaries, corporate executives, leaders, service providers and development officers to purchase, choose or influence the selection of business partners, advisors, services and products.



ACG InterGrowth Attendees Seek:

- Private Equity Groups
- Intermediaries and Investment Banks
- Lenders
- Business Valuation and Due-Diligence Services
- Software Solutions
- Virtual Data Rooms
- Information Services
- Accounting and Auditing Services
- Legal Services
- Real Estate Services
- Executive Recruitment
- Wealth Management

For information on joining ACG, please call 877-358-2220 or visit www.acg.org.

ACG InterGrowth Attendees

- 35%Private Equity Group
- 28%Service Provider
- 18%Investment Banker/
Intermediary
- 9%Corporate (CEO, CFO,
Corporate Development
Officer)
- 6%Senior Lender
- 4%Mezzanine Lender

ACG® is the global community for middle market M&A dealmakers and business leaders focused on driving growth. ACG members have access to data, content and networking to access capital, make deals and drive corporate growth. Founded in 1954, ACG has grown to more than 13,000 members organized in 55 chapters throughout North America, Europe and Asia. ACG brings members and opportunity together.

Sponsorship at ACG InterGrowth Means Business:

- 97% of 2010 attendees found InterGrowth to provide greater or equal value as compared with other industry events
- 95% of 2010 attendees reported they made valuable business contacts at the event
- 94% of 2010 attendees indicated that they expect their organization's spending to increase or stay the same in 2011 as compared to 2010
- 93% of 2010 attendees found the networking opportunities at the conference to be excellent or good
- 67% of 2010 attendees reported that they are more likely to consider products/services of InterGrowth 2010 sponsors as compared to companies that did not sponsor InterGrowth



WHY ACG INTERGROWTH

Exclusive Networking

ACG InterGrowth offers the unique opportunity for sponsors to network with an elite senior audience. InterGrowth is not a trade show. That is why ACG does not require sponsors to staff their table during designated hours.

Your space will be most effective as a location for pre-arranged appointments or meetings.

You are encouraged to mix and mingle with attendees in the popular Attendee Lounge, or any of the many events and activities such as the golf tournament, 5K run, tennis, breakfast, lunches, breaks or after-hours parties.

Whom you send to represent your company is perhaps the most important decision you'll make. The senior executives at InterGrowth like to interact with senior-level personnel. **To get the most ROI, sponsors are strongly encouraged to send teams comprised of senior-level associates and firm principals.**



Hours for Sponsor Tables or Booths

Tuesday, March 22, 2011

10:00 a.m. – 6:30 p.m. PST

Wednesday, March 23, 2011

10:00 a.m. – 4:00 p.m. PST

It is recommended your table be staffed during peak times, such as networking breaks when no other sessions or functions are planned.



For questions regarding sponsorship benefits at InterGrowth 2011, please contact:
Kris Wolcott – Tel: 312-673-4722; Email: kwolcott@acg.org

All ACG InterGrowth sponsors receive the following basic package of benefits:

- Table top or Booth (10'x10') in Attendee Lounge – Each booth is furnished with one (1) skirted 6' table, two (2) side chairs, a wastebasket and basic electrical service
- Company profile in on-site Sponsor Guide
- Company name in printed promotional materials and on ACG InterGrowth Web site with hyperlink
- One-time use of pre-registered and post-event attendee lists
- Sponsor ribbon for company representatives
- Opportunity to distribute press kits in Media Lounge
- “First right of refusal” on the same sponsorship for InterGrowth 2012, in Grapevine, Texas, if exercised by September 15, 2011
- Opportunity to block rooms at conference headquarters hotel (subject to hotel reservation deadline)
- Full conference registration for use by a company representative, client or partner (number of registrations varies by sponsorship level)
- Registration discounts (all full-conference attendees from sponsor company are eligible for the sponsor rate of \$1,395)

Diamond Sponsor – \$40,000

Diamond sponsors receive the choice of one of the following InterGrowth items or functions:

- ACG Capital Connection® (three available; each sponsor exclusive to industry sector)
- Attendee Lounge (three available; each sponsor exclusive to industry sector)
- Chapter Leadership Conference (one available)
- Networking Lunch-Day 1 (one available)
- Networking Lunch-Day 2 (one available)
- InterGrowth Reception (three available; each sponsor exclusive to industry sector)
- ACG DealSource® (one available)
- Golf Simulator (one available)
- Golf Tournament (three available; each sponsor exclusive to industry sector)
- Opportunity to design and build out one content track of education sessions (limited availability)

Diamond sponsors also receive the following benefits:

- Opportunity to present on a panel during an educational session at ACG InterGrowth
- Company logo in promotional materials (subject to print deadlines)
- Company logo with hyperlink on ACG InterGrowth Web site (InterGrowth Web site averages more than 30,000 views over a six-month period, increasing your company exposure)
- Company description and logo in on-site Sponsor Guide (distributed to approximately 2,000 InterGrowth attendees)
- Posting of article to ACG Thought Leadership Web site for three (3) months (content subject to ACG approval; Thought Leadership Web site averages 1,300 views over a three month period)
- Company logo on email marketing blasts promoting InterGrowth (distributed to more than 18,000 ACG members and prospects)
- Illuminated logo (“go-bo”) placed in key location at headquarters hotel
- Reserved table at Networking Lunches
- Opportunity to block up to ten (10) rooms at headquarters hotel (subject to hotel reservation deadline)
- Seven (7) complimentary full conference registrations for use by company representatives, clients or partners
- Access to small meeting room for two conference days
- Invitation for one company representative to attend the ACG Global Board of Directors lunch
- Discounted rate of \$1,395 per registration for representatives of sponsor company

New This Year!

All Diamond sponsors will also receive their choice of one of the following benefits:

- Rotating Web banner ad on the online ACG Member Directory for three (3) months (distributed to the ACG membership of more than 13,000)
- Web banner ad on the ACG online Event Calendar for three (3) months (the online Event Calendar averages more than 138,000 views over a six-month period)
- Sponsorship of an ACG e-newsletter (includes banner ad and guest article sent to the ACG membership of more than 13,000)
- Conduct an ACG “members only” Webinar (available to the ACG membership of more than 13,000)

SPONSORSHIP PACKAGES

For questions regarding sponsorship benefits at InterGrowth 2011, please contact:
Kris Wolcott – Tel: 312-673-4722; Email: kwolcott@acg.org

Platinum Sponsor—\$25,000

Platinum sponsors receive the choice of one of the following InterGrowth items or functions:

- 5K Run (one available)
- ACG Capital Connection® PEG Profiles (one available)
- ACG InterGrowth Conference Map & Schedule (one available)
- Attendee Bags (one available)
- Cyber Café (one available)
- Daily Continental Breakfast (one available)
- Daily Refreshment Breaks (one available)
- Early Arrivals Reception (two available; each sponsor exclusive to industry sector)
- Guest Room Key Cards (one available)
- Lanyards (one available)
- Plasma Video Display (two available; each sponsor exclusive to industry sector)
- Registration (one available)
- *Wall Street Journal* Distribution (one available)

Platinum sponsors also receive the following benefits:

- Opportunity to present on a panel during an educational session at ACG InterGrowth
- Company logo in promotional materials (subject to print deadlines)
- Company logo with hyperlink on ACG InterGrowth Web site (InterGrowth Web site averages more than 30,000 views over a six-month period, increasing your company exposure)
- Company description and logo in on-site Sponsor Guide (distributed to approximately 2,000 InterGrowth attendees)
- Posting of article to ACG Thought Leadership Web site for three (3) months (content subject to ACG approval; Thought Leadership Web site averages 1,300 views over a three month period)
- Reserved table at Networking Lunches
- Opportunity to block up to six (6) rooms at headquarters hotel (subject to hotel reservation deadline)
- Five (5) complimentary full conference registrations for use by company representatives, clients or partners
- Discounted rate of \$1,395 per registration for representatives of sponsor company

Gold Sponsor—\$15,000

Gold sponsors receive the choice of one of the following InterGrowth items or functions:

- Conference Directory (one available)
- Directional Kiosks (one available)
- Entrance Unit (one available)
- Event Concierge (one available)
- First-time Attendee Orientation (one available)
- Information Guides (one available)
- Mobile Attendee Roster (three available; each sponsor exclusive to industry sector)
- Networking Discussion Forum (six available; maximum of three sessions per day)
- PDA Charging Station (one available)
- Publication Bins (one available)
- “Relaxation Zone” Seated Massage Stations (one available)
- Shoe Shine Stand (one available)
- Speaker & Media Lounge (one available)

Gold sponsors also receive the following benefits:

- Company logo in promotional materials (subject to print deadlines)
- Company logo with hyperlink on ACG InterGrowth Web site (InterGrowth Web site averages more than 30,000 views over a six-month period, increasing your company exposure)
- Company description and logo in on-site Sponsor Guide (distributed to approximately 2,000 InterGrowth attendees)
- Posting of article to ACG Thought Leadership Web site for three (3) months (content subject to ACG approval; Thought Leadership Web site averages 1,300 views over a three month period)
- Opportunity to block up to three (3) rooms at headquarters hotel (subject to hotel reservation deadline)
- Two (2) complimentary full conference registrations for use by company representatives, clients or partners
- Discounted rate of \$1,395 per registration for representatives of sponsor company

Silver Sponsor—\$7,500

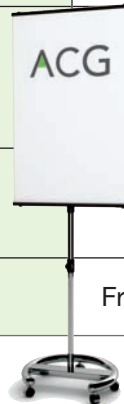
Silver sponsors are recognized in promotional materials and receive the following benefits:

- Booth in Attendee Lounge
- Company description in the on-site Sponsor Guide (distributed to approximately 2,000 InterGrowth attendees)
- Company name in promotional materials (subject to print deadlines)
- Company name with hyperlink on ACG InterGrowth Web site (InterGrowth Web site averages more than 30,000 views over a six-month period, increasing your company exposure)
- Opportunity to block up to three (3) rooms at headquarters hotel (subject to hotel reservation deadline)
- One-time use of pre-registered and post-event attendee lists
- One (1) complimentary full conference registration for use by company representative, client or partner
- Registration discount (all full-conference attendees from sponsor company are eligible for the discounted sponsor rate of \$1,395.)



PROMOTIONAL OPPORTUNITIES

ITEM	PRICE	DESCRIPTION
Attendee Bag Inserts	\$3,500 each	
Banners	\$3,000 each	Hanging, double-sided vinyl banner; approx. 3' x 8' in size
Conference Content Archive	\$1,000 per month	Sponsorship includes posting of banner ad on InterGrowth archive page with hyperlink to sponsor Web site
Floor Decals	\$250 each or 5 for \$1,000	2' x 2' graphic affixed to flooring in Sponsor Gallery or Registration
Go-Bo	\$5,000 each	Sponsorship includes your company's illuminated logo in high-visibility area of conference venue
Guest Room Video	\$5,000 each	Sponsorship includes opportunity to run a 60-second advertisement on "InterGrowth TV" channel in all guest rooms at conference headquarters hotel
"InterGrowth After-Dark" Party	\$5,000	Sponsorship includes promotional and marketing support for party, as well as onsite signage and custom-imprinted beverage napkins; venue rental, food and beverage costs are additional
Marketing e-Blasts	\$5,000 each or 3 for \$10,000	Logo and 25-word advertising message in email distributed electronically to database of potential InterGrowth attendees
Meter Board Signage	\$2,500 each	Free-standing, double-sided sign; approx. 3' x 8' in size



INTERGROWTH ATTENDEES WANT TO
CONNECT WITH YOU

ACG InterGrowth® 2011 Sponsorship Agreement Form

March 21-23, 2011 • Manchester Grand Hyatt • San Diego, California



To participate as a sponsor at InterGrowth 2011, please complete this agreement form and return it to:
ACG InterGrowth Sponsorship / Fax: 312-644-0575 / E-mail: kwolcott@acg.org

Sponsoring Company (Please PRINT company name clearly as it should appear on the Web site and in printed materials.)

Address _____
City/State _____ Zip/Postal Code _____ Country _____
Phone _____ Fax _____
Company URL _____

It is understood that this application will become a binding contract upon acceptance by ACG, and incorporated into this contract are the attached terms, conditions, rules and regulations. Please sign and return this contract in its entirety.

Executive Contact:

Name _____ Title _____
Phone _____ Email _____
Authorized Signature _____ Date _____

Logistics Contact (receives all operational correspondence, if other than executive contact):

Name _____ Title _____
Phone _____ Email _____

Company Professional Classification

Our firm is best described as a:

- Accounting Firm
- Consultancy
- Intermediary/Investment Bank
- Law Firm
- Lender
- Private Equity Group
- Service Provider
- Other (please specify): _____

- Guest Room Key Cards _____
- Conference Map & Schedule _____
- Lanyards _____
- Plasma Video Display _____
- Registration _____
- Wall Street Journal Distribution _____

Total for InterGrowth 2011
\$ _____

Sponsorship Selection

Sponsors are entitled to ONE item per category. Please check the box next to your selected category and indicate first, second and third choice of items. ACG will endeavor to accommodate your request based on availability. Please refer to the Sponsorship Prospectus for a complete list of category benefits.

Diamond Sponsor – \$40,000

- ACG Capital Connection® _____
- Attendee Lounge _____
- Chapter Leadership Conference _____
- Networking Lunch – Day 1 _____
- Networking Lunch – Day 2 _____
- InterGrowth Reception _____
- ACG DealSource® _____
- Golf Simulator _____
- Golf Tournament _____
- ACG Educational Track _____

Platinum Sponsor – \$25,000

- 5K Run _____
- ACG Capital Connection® PEG Profiles _____
- Attendee Bag _____
- Cyber Café _____
- Daily Continental Breakfast _____
- Daily Refreshment Breaks _____
- Early Arrivals Reception _____

Gold Sponsor – \$15,000

- Conference Directory _____
- Directional Kiosks _____
- Entrance Unit _____
- Event Concierge _____
- First-time Attendee Orientation _____
- Information Guides _____
- Mobile Attendee Roster _____
- Networking Discussion Forum _____
- PDA Charging Station _____
- Publication Bins _____
- Shoe Shine Stand _____
- Speaker & Media Lounge _____
- "Relaxation Zone" Seated Massage Stations _____

Silver Sponsor – \$7,500

Please refer to Sponsorship Prospectus for a full list of category benefits.

Additional Promotional Opportunities

- Attendee Bag Insert \$3,500
- Banners \$3,000
- Conference Content Archive \$1,000/month
- Floor Decals \$250 each or 5 for \$1,000
- Go-Bo \$5,000
- Guest Room Video \$5,000
- "InterGrowth After-Dark" Party \$5,000
- Marketing e-Blasts \$5,000 or 3 for \$10,000
- Meter Board Signage \$2,500

Method of Payment

- Invoice Me
- Check/Money Order Enclosed
- P.O.# _____
- VISA
- MasterCard
- American Express

Name on Card _____
Authorized Signature _____
Card Number _____
Expiration Date _____

Please return signed agreement along with payment information via fax to 312-644-0575, or via email at kwolcott@acg.org. All payments must be made by check or money order in U.S. funds, or credit card information must accompany this form. Application will not be processed without payment. Make checks payable to Association for Corporate Growth, Inc. Cancellations must be received in writing by ACG. Cancellations received by Friday, December 3, 2010 will receive a refund of funds tendered, less a \$500 administrative fee. No refunds will be issued after December 3, 2010.

Send payment to:
Association for Corporate Growth, Inc.
2595 Paysphere Circle, Chicago, IL 60674

Questions? Please contact Kris Wolcott
Tel: 312-673-4722; Fax: 312-644-0575

2011 SPONSORSHIP TERMS AND CONDITIONS

ACCEPTANCE OF APPLICATION

An application for sponsorship of InterGrowth 2011 (the "Event") will not be binding on the Association for Corporate Growth, Inc. ("ACG") until accepted in writing by an authorized ACG representative, whereupon it will be a binding contract (hereafter referred to as a "Sponsorship Agreement") between ACG and the applicant (hereafter referred to as the "Sponsor"). Applications may be accepted or rejected by ACG in its sole discretion; however, applications from acceptable applicants for particular functions or promotional opportunities will be accepted on a first-come, first-served basis. ACG will use its best efforts to honor an applicant's first, second or third choice preferences for functions or promotional opportunities and, if it is unable to do so, will contact the applicant prior to acceptance of the application to determine another mutually acceptable choice.

SPACE

ACG will assign space to a Sponsor in accordance with the Sponsor's selected sponsorship level, but ACG reserves the right to modify layouts to the extent necessary to meet the space requirements of the facility at which the Event is being held (the "Facility") and accommodate all Sponsors who are entitled to space. A Sponsor may not share, sell, assign or sublease any portion of its space (including to an affiliated company) without ACG's prior written consent. A Sponsor's activities must be confined within the assigned space and must be in support of products or services directly related to the Sponsor's normal business activities. A Sponsor has the sole responsibility for any loss of its personal property at its space.

OTHER ACTIVITIES

In the interest of insuring the success of the Event and avoiding dilution of the benefits of sponsorship to all Sponsors, a Sponsor may not extend invitations, call meetings or otherwise encourage absence of other Sponsors or attendees from the Event or the Facility during the official hours of the Event or any function sponsored in connection with the Event by ACG or its official sponsors without prior notice to and approval by ACG.

LICENSES

As a condition to the sponsorship, a Sponsor will be deemed to have granted ACG the right to use the Sponsor's name and logo in connection with the promotion and production of the Event. A Sponsor may use the Event name before and during the Event solely to promote its participation in the Event and solely in compliance with such guidelines as are provided by ACG from time to time. A Sponsor may use Event attendee lists provided to it by ACG solely for the Sponsor's own business promotional activities, and may not provide the list to any other person or entity (including any affiliated company) or use the lists for any other purpose.

LEGAL COMPLIANCE

A Sponsor must comply with all applicable laws, regulations and ordinances in connection with its participation in the Event, including but not limited to rules of the Event Facility. A Sponsor may not violate any proprietary rights of third parties in connection with its participation in the Event, including but not limited to the performance, distribution or posting of copyrighted or trademarked material without a license, assignment or other legally effective permission.

BUSINESS DESCRIPTION

A Sponsor will be entitled to publication of a description of its business in materials relating to the Event in accordance with the Sponsor's selected level of sponsorship. The Sponsor will provide such description on or prior to a deadline established by ACG and will be responsible for the accuracy of all information included in such description, subject to ACG's right to edit copy as it determines appropriate.

TERMINATION OF SPONSORSHIP AGREEMENT

A Sponsor may terminate its Sponsorship Agreement on or before December 3, 2010 by written notice to ACG, in which event the Sponsor will be entitled to a refund of its sponsorship payments, less a \$500 processing fee. Sponsors who submit their Sponsorship Agreement after December 3, 2010, may terminate the Sponsorship Agreement and receive a refund of the sponsorship payments only in the case of material breach of the Sponsorship Agreement by ACG prior to occurrence of the Event, which breach is not cured within 30 days following written notice of the breach. ACG may terminate a Sponsorship Agreement only in the case of material breach of the Sponsorship Agreement by the Sponsor which is not cured within 30 days following written notice of the breach.

LIMITATION OF LIABILITY

Neither ACG nor a Sponsor will be liable in any manner for failure or delay of fulfillment of all or part of such party's obligations under a Sponsorship Agreement owing to any causes or circumstances beyond its reasonable control, including, without limitation, acts of God, government orders, war, acts of terrorism, strikes, lockouts, fires and floods (each a "Force Majeure Event"). If the Event is cancelled because of a Force Majeure Event, ACG will refund to a Sponsor the sponsorship payments previously remitted to ACG to the extent that ACG has not expended such payments in connection with the planning of the Event or is able to recover such payments from the Facility and other vendors.

UNDER NO CIRCUMSTANCES WILL ACG BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST INCOME OR PROFITS.

NO WARRANTY

ACG makes no representations or warranties of any kind, express or implied, regarding the Event, the number of persons who will attend the Event or the benefits that will accrue to a Sponsor from its sponsorship. Details of the Event are subject to change, and a Sponsor will be notified in advance of any change directly affecting the Sponsor.

GENERAL RELEASE AND INDEMNIFICATION

As a condition of its participation in the Event, each Sponsor releases, and agrees to indemnify and hold harmless, ACG and its officers, directors, members and agents, including its event management firm from any and all loss, damage, claim or expense (including reasonable attorneys' fees) that arise out of or relate to the Sponsor's participation in the Event, other than claims relating to material breach by ACG of its obligations under the Sponsorship Agreement.

CONSENT

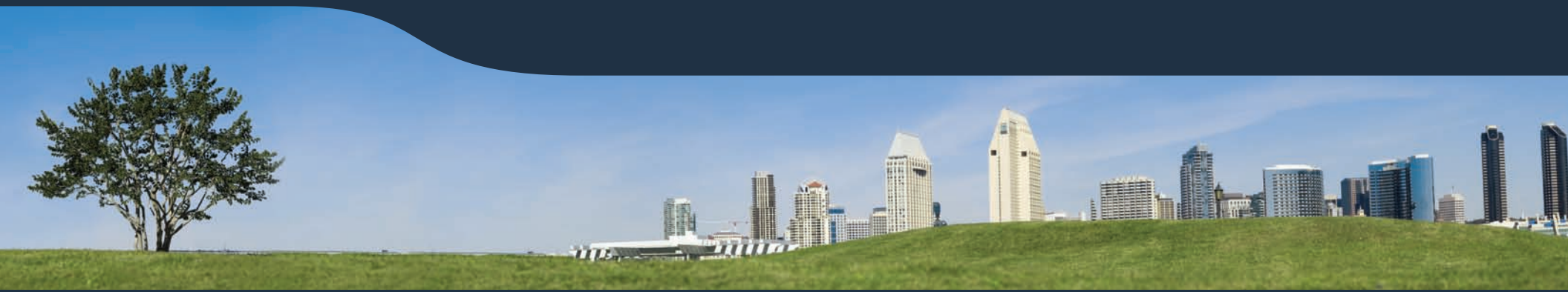
Each Sponsor acknowledges that the Event and Sponsor representatives participating in the Event may be photographed, and that proceedings of the Event, including proceedings in which Sponsor representatives participate, may be recorded. Each Sponsor authorizes ACG to display, distribute, redistribute, record, transcribe, modify, reproduce, publicly perform and transmit in any form (and for any purpose) any such photograph or recording of the Event, and agrees to execute any additional release presented by ACG in connection with such activity or to give effect to this provision.

GOVERNING LAW AND JURISDICTION

Sponsorship Agreements will be governed by, construed and enforced in accordance with the internal laws of the State of Illinois, without regard to conflict of law provisions. All claims or disputes arising from or in connection with a Sponsorship Agreement, or as a result of the relationship created by it, will be adjudicated only by the state or federal courts sitting in Chicago, Illinois.

MISCELLANEOUS

When accepted by ACG, a Sponsorship Agreement will constitute the entire agreement between the Sponsor and ACG concerning its subject matter, and may only be modified or waived in a writing signed by the parties. If any term of the Sponsorship Agreement is declared invalid or unenforceable, the remainder continues in full force and effect. A Sponsor may not assign its Sponsorship Agreement to any other party, including a successor in interest in the event of a merger or sale of assets, without ACG's prior written consent.



ACG InterGrowth®
CAPITAL | CONNECTIONS | DEALS

Association for Corporate Growth
71 S. Wacker Drive, Suite 2760
Chicago, IL 60606