

# **EXHIBIT 4**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

AMERICAN AUDIO VISUAL CO. d/b/a  
ABSOLUTE PRODUCTION SERVICES,

Plaintiff,

v.

PAULA A. ROUILLARD AND  
MARKETING GROUP WEST,

Defendant.

No. 07 C 4948

Judge Coar  
Magistrate Judge Keys

**AFFIDAVIT OF FRANK S. NICOSIA**

I, FRANK S. NICOSIA, being duly sworn on oath depose and state that:

1. I have personal knowledge of the facts contained in this affidavit and, if called as a witness, could competently testify to them.
2. I am the Vice President of American Audio Visual Co., d/b/a Absolute Production Services (“APS”).
3. In this lawsuit, I was involved in the preparation and filing of the complaint and discovery process.
4. APS was a subcontractor for the AV and staging production work for its customer Ventana Medical Systems for its 2006 Annual Meeting.
5. Ventana was brought in by APS’s employee Defendant Paula Rouillard.
6. APS charged Ventana \$91,000 for the work done in 2006 with a profit margin of 60% which total is \$54,600.00. (Project Estimate, Ex. A).
7. In late 2006, Defendant Paula Rouillard left APS to work for Defendant Marketing Group West.

8. Paula Rouillard was under contract not to divert APS customers. (See Work Made for Hire and Proprietary Information Agreement, Ex. B).

9. Defendant Marketing Group West performed and profited from the AV and staging work for Ventana's 2007 Annual Meeting.

10. APS, through its employee Paula Rouillard, fully expected that the 2007 Annual Meeting would be performed by it and projected that its invoice to Ventana to be \$105,000 with a project margin of 60% which totals \$63,000.00.

11. According to the documents APS received from Ventana, MGW billed \$105,500 for the work it performed for Ventana's 2007 Annual meeting. (See Event Management Proposal, Ex. D).

12. As a result of the alleged interference by Defendant Marketing Group West, APS was damaged in the amount of \$63,000.00 for Ventana's Annual Meeting.

13. Plaintiff added MGW as a Defendant in this lawsuit for Intentional Interference with Contract and Intentional Interference with Business Expectancy. (Ex. E., pp. 6-7).

14. As a result of the intentional interference, Plaintiff requests this Court add punitive damages in the amount of \$15,000.00.

15. The total compensatory and punitive damage requested is \$78,000.

16. No damages have been collected from Defendant Paula Rouillard.

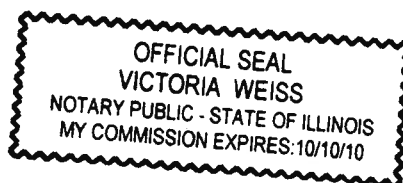
FURTHER AFFIANT SAYETH NOT.

Subscribed and sworn to before  
me this 18 of September, 2008

Victoria Weiss  
Notary Public

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Frank Nicosia  
FRANK NICOSIA



# **EXHIBIT A**

# absolute PRODUCTION SERVICES

<b>JOB # :</b> 209705B <b>P.O. # :</b> TBD <b>CLIENT :</b> Ventana Medical Systems 1910 Innovation Park Dr. Tucson, AZ 85755 <b>Contact:</b> Jill Inwalle <b>P:</b> (520) 887-2155 <b>F:</b> (520) 229-4207 <b>C:</b>	<b>Project Estimate Date :</b> 01/20/05 <b>FINAL</b> <b>LOCATION :</b> Wigwam Resort 300 Wigwam Boulevard Litchfield Park, Arizona 85340 <b>Contact:</b> Stacey El-Nakib <b>Rooms:</b> Various <b>P:</b> 623-935-3811 <b>F:</b> 623-935-5691	
<b>SHOW :</b> Synchronicity 2006 Tech Meetings <b>APS REP :</b> Mendy Medlin	<b>LOAD IN :</b> 01/14/06 5:00AM <b>SHOW :</b> 1/14 - 1/15/06 VARIOUS <b>LOAD OUT :</b> 01/15/06 5:00PM <b>LABOR IS BASED ON A TEN HOUR DAY</b>	

QTY	DAYS	VIDEO EQUIPMENT	PER DAY	SUB-TOTAL	ADDENDUM	OVERAGES
<b><u>VIDEO PACKAGE - TECH MEETING PIMA 1/14/06</u></b>						
1		1 9' X 12' Front Projection Screen w/ Trim Kit		<b>186.00</b>		
1		1 48" AV Cart w/ Skirting				
1		1 Cable Package				
<b><u>VIDEO PACKAGE - BREAK OUT ROOMS 1/15/06</u></b>						
2		1 8' Tripod Screen w/ Skirt		<b>89.60</b>		
2		1 48" AV Cart w/ Skirting				
2		1 Cable Package				
<b><u>VIDEO PACKAGE - BREAK OUT ROOMS 1/17 &amp; 1/18/06</u></b>						
6		2 8' Tripod Screen w/ Skirt		<b>537.60</b>		
6		2 48" AV Cart w/ Skirting				
6		2 Cable Package				
<b><u>VIDEO PACKAGE - ADDENDUM - BREAK OUT ROOMS 1/15/06</u></b>						
7		1 8' Tripod Screen w/ Skirt		<b>313.60</b>		
7		1 48" AV Cart w/ Skirting				
7		1 Cable Package				
<b><u>VIDEO PACKAGE - ADDENDUM - BREAK OUT ROOMS 1/18/06</u></b>						
3		1 8' Tripod Screen w/ Skirt		<b>168.00</b>		
3		1 48" AV Cart w/ Skirting				
3		1 Cable Package				
<b><u>VIDEO OVERAGE - PIMA 1/14/06 (CHANGE ORDER 1)</u></b>						
1		1 Scan Converter				<b>628.00</b>
1		1 DVD Player				
1		1 Wireless Mouse				
1		1 42" Plasma - Confidence Monitor				
<b><u>VIDEO OVERAGE - 1/15/06 BREAKOUTS (CHANGE ORDER 2)</u></b>						
7		1 Wireless Mouse				<b>196.00</b>
<b><u>VIDEO OVERAGE - 1/15/06 ARIZONA ROOM (CHANGE ORDER 3)</u></b>						
2		1 8' Tripod Screen w/ Skirt				<b>594.00</b>
2		1 LCD Projector 2500 Lumen				
2		1 Safelock Stand				
2		1 Cable Package				
<b><u>VIDEO OVERAGE: 1/17 &amp; 1/18/06 (CHANGE ORDER 7)</u></b>						
6		2 Wireless Mouse				<b>236.00</b>
<b><u>VIDEO OVERAGE: 1/17/06 CITRUS ROOM (CHANGE ORDER 8)</u></b>						
1		1 8' Tripod Screen w/ Skirt				<b>51.00</b>
1		1 48" AV Cart w/ Skirting				
1		1 Cable Package				
<b><u>VIDEO OVERAGE: 1/18/06 BACAB/ ROOM (CHANGE ORDER 11)</u></b>						
1		1 8' Tripod Screen w/ Skirt				<b>31.00</b>
1		1 Cable Package				
<b><u>THIS DOES NOT INCLUDE:</u></b>						
LCD Projector per Room						
Video Source per Room						
<b><u>CLIENT TO PROVIDE ALL NECESSARY POWER:</u></b>						
				<b>SUB-TOTAL VIDEO:</b>	<b>\$823.20</b>	<b>\$481.60</b>
						<b>\$1,836.00</b>

# absolute PRODUCTION SERVICES

<b>JOB # :</b> 208705B <b>P.O. # :</b> TBD <b>CLIENT :</b> Ventana Medical Systems 1910 Innovation Park Dr. Tucson, AZ 85735 Contact: Jill Imwalle P: (520) 887-2155 F: (520) 228-4207 C:	<b>Project Estimate Date :</b> 01/20/05 <b>FINAL</b> <b>LOCATION :</b> Wigwam Resort 300 Wigwam Boulevard Litchfield Park, Arizona 85340 Contact: Stacey El-Nakib Rooms: Various P: 623-935-3811 F: 623-935-5691	<b>LOAD IN :</b> 01/14/06 5:00AM <b>SHOW :</b> 1/14 - 1/15/06 VARIOUS <b>LOAD OUT :</b> 01/15/06 5:00PM <b>LABOR IS BASED ON A TEN HOUR DAY</b>
<b>SHOW :</b> Synchronicity 2006 Tech Meetings <b>APS REP :</b> Mandy Medin		

QTY	DAYS	STAGING EQUIPMENT	PER DAY	SUB-TOTAL	ADDENDUM	OVERAGES
<b>STAGING PACKAGE - TECH MEETING 1/14/06</b>						
2		1 8' X 8' Tri-Truss Spandex Frames		600.00		
<b>THIS DOES NOT INCLUDE:</b>						
2 - 12' X 16' Staging, Skirting, or Stair Podium						
<b>CLIENT TO PROVIDE ALL NECESSARY POWER:</b>						
				<b>SUB-TOTAL STAGING:</b>	<b>\$600.00</b>	

QTY	DAYS	SOUND / AUDIO EQUIPMENT	PER DAY	SUB-TOTAL	ADDENDUM	OVERAGES
<b>AUDIO PACKAGE - TECH MEETING &amp; TERRACE SET UP</b>						
1		2 8 Channel Mixer		1,252.00		
4		2 Powered Speaker with Stand				
1		2 CD Player				
1		1 Computer Audio Kit				
2		1 Wireless Microphone Combo Unit				
1		1 Wired Microphone				
1		2 Cable Package				
<b>AUDIO OVERAGE - PIMA 1/14/06 (CHANGE ORDER 1)</b>						
1		1 Wired Microphone				10.00
<b>AUDIO OVERAGE - 1/15/06 SACHEM EAST &amp; WEST (CHANGE ORDER 4)</b>						
4		1 Powered Speaker with Stand				536.00
2		1 Wireless Microphones				
2		1 Four Channel Mixer				
2		1 Wireless Mouse				
<b>AUDIO OVERAGE - 1/16/06 ORIABI SUITE (CHANGE ORDER 5)</b>						
1		1 Powered Speaker with Stand				80.00
1		1 CD Player				
<b>AUDIO OVERAGE - 1/17/06 AZTECA (CHANGE ORDER 6)</b>						
1		1 Wireless Microphone				160.00
1		1 Powered Speaker with Stand				
<b>AUDIO OVERAGE - 1/17 &amp; 1/18/06 ORIABI SUITE (CHANGE ORDER 8)</b>						
1		2 Powered Speaker with Stand				160.00
1		2 CD Player				
<b>AUDIO OVERAGE - 1/18/06 ARIZONA ROOM (CHANGE ORDER 10)</b>						
1		1 Four Channel Mixer				200.00
1		1 Powered Speaker with Stand				
1		1 Computer Audio Kit				
1		1 Wireless Microphone				
<b>THIS DOES NOT INCLUDE:</b>						
<b>CLIENT TO PROVIDE ALL NECESSARY POWER:</b>						
				<b>SUB-TOTAL SOUND/AUDIO:</b>	<b>\$1,252.00</b>	<b>\$1,146.00</b>

QTY	DAYS	LIGHTING EQUIPMENT	PER DAY	SUB-TOTAL	ADDENDUM	OVERAGES
<b>LIGHTING PACKAGE - TECH MEETING 1/14/06</b>						
1		1 Conventional Lighting Console		188.00		
6		1 ETC Par/Net Fixtures w/ Floor Base				
1		1 6 Channel Dimmer				
1		1 Cable Package				
<b>THIS DOES NOT INCLUDE:</b>						
<b>CLIENT TO PROVIDE ALL NECESSARY POWER:</b>						
				<b>SUB-TOTAL LIGHTING:</b>	<b>\$188.00</b>	

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<b>SHOW :</b> Synchronicity 2006 Tech Meetings <b>APS REP :</b> Mendy Medlin	<b>LOAD IN :</b> 01/14/06 5:00AM <b>SHOW :</b> 1/14 - 1/15/06 VARIOUS <b>LOAD OUT :</b> 01/15/06 5:00PM <b>LABOR IS BASED ON A TEN HOUR DAY</b>	

QTY DAYS	* LABOR	RATE	SUB-TOTAL	ADDENDUM	OVERAGES
	<b>LABOR PACKAGE</b>		<u>3,540.00</u>		
	Production Manager				
	Crew Chief				
	Rigger				
	Video Engineer				
1	4 AV Engineer Load-In, Show, Load-Out (1/14, 1/15, 1/17, 1/18/06)				
	Cameraman				
	Lighting Designer				
	Lighting Engineer				
	Sound Engineer				
1	3 Laborer Load-in & Load-Out (1/14, 1/17 & 1/18/06)				
	<b>LABOR PACKAGE - ADDENDUM</b>			<u>1,510.00</u>	
1	1 Laborer Assist Load-In 1/14/06				
1	1 AV Engineer Overtime 1/14/06				
1	1 Laborer Assist Break-outs 1/15/06				
1	1 AV Engineer Breakouts 1/19/06				
	<b>LABOR OVERAGE - 1/14/06 (CHANGE ORDER 1)</b>				<u>420.00</u>
1	1 Assistant Labor - 8 OT (Pms 1/14/06)				
	<b>LABOR OVERAGE - 1/17/06 &amp; 1/18/06 (CHANGE ORDER 12)</b>				<u>337.50</u>
1	1 AV Engineer 2 Hour OT				
1	1 AV Engineer 3 Hour OT				
	<b>THIS DOES NOT INCLUDE:</b> <b>LABOR BASED ON NON-UNION RATES</b>				
	<b>SUB-TOTAL LABOR:</b>		<u>\$3,540.00</u>	<u>\$1,510.00</u>	<u>\$757.50</u>

LABOR IS BASED ON A TEN HOUR DAY

\* All Show Labor is an approximate and will be determined after a final show schedule has been determined.

**STRAIGHT TIME (ST):**  
Between 6:00am and 5:00pm Monday thru Friday with a 10 Hour minimum stay rate.

**OVER TIME (OT):**  
Between 5:00 pm and Midnight on Saturday Between 6:00 am and 5:00 pm on Sunday or after 10 consecutive hours of regular time per day or 40 hours of straight time have been worked.

**DOUBLE TIME (DBL):**  
Between the hours of Midnight and 6:00 am Monday thru Sunday Between 5:00 pm and Midnight on Sundays or after 10 consecutive hours of overtime have been worked. When a holiday begins prior to 6:00 am, double time is in effect until a full 8 hour break is granted.

**TURNAROUND RATE (TR):**  
If a technician is called back before a period of 10 hours has elapsed, the regular time rate shall be paid for all work until 8 hour break period is granted.

QTY DAYS	TRANSPORTATION	RATE	SUB-TOTAL	ADDENDUM	OVERAGES
	<b>TRANSPORTATION PACKAGE</b>		<u>200.00</u>		
1	2 Delivery/Pickup				
	<b>THIS DOES NOT INCLUDE:</b>				
	<b>SUB-TOTAL TRANSPORTATION:</b>		<u>\$200.00</u>		

QTY DAYS	SUPPLY ITEMS AND SALES	EACH	SUB-TOTAL	ADDENDUM	OVERAGES
	<b>SUPPLY ITEMS AND SALES PACKAGE</b>		<u>160.00</u>		
16	1 Flipchart & Markers				
	<b>SUPPLY ITEMS AND SALES PACKAGE - ADDENDUM</b>			<u>30.00</u>	
3	1 Flipchart & Markers				
	<b>THIS DOES NOT INCLUDE:</b>				
	<b>SUB-TOTAL SUPPLY ITEMS AND SALES:</b>		<u>\$160.00</u>	<u>\$30.00</u>	

QTY DAYS	MISCELLANEOUS EXPENSES	EACH	SUB-TOTAL	ADDENDUM	OVERAGES
	<b>MISCELLANEOUS EXPENSES PACKAGE</b>				
	<b>THIS DOES NOT INCLUDE:</b>				
	<b>SUB-TOTAL MISCELLANEOUS EXPENSES:</b>				

**Corporate Offices:**  
 9827 West Farragut Street  
 Rosemont, IL 60018  
 Toll Free: 877-228-4782  
 Ph: 773-992-9800  
 Fax: 773-992-9801  
[www.absolutepros.com](http://www.absolutepros.com)

# absolute PRODUCTION SERVICES

<b>JOB # :</b> 209705B <b>P.O. # :</b> TBD <b>CLIENT :</b> Ventana Medical Systems 1910 Innovation Park Dr. Tucson, AZ 85735 Contact: Jill Imwalle P: (520) 887-2155 F: (520) 228-4207 C:	<b>Project Estimate Date :</b> 01/20/05 <b>FINAL</b> <b>LOCATION :</b> Wigwam Resort 300 Wigwam Boulevard Litchfield Park, Arizona 85340 Contact: Stacey El-Nakib Rooms: Various P: 623-935-3811 F: 623-935-5691	<b>LOAD IN :</b> 01/14/06 5:00AM <b>SHOW :</b> 1/14 - 1/15/06 VARIOUS <b>LOAD OUT :</b> 01/15/06 5:00PM <b>LABOR IS BASED ON A TEN HOUR DAY</b>
<b>SHOW :</b> Synchronicity 2006 Tech Meetings <b>APS REP :</b> Mandy Medlin		

SUMMARY PAGE	ADDENDUM	OVERAGES
SUB-TOTAL VIDEO:	\$823.20	\$481.60
SUB-TOTAL STAGING:	\$600.00	\$1,836.00
SUB-TOTAL SOUND/AUDIO:	\$1,252.00	\$1,146.00
SUB-TOTAL LIGHTING:	\$180.00	
SUB-TOTAL RENTAL EQUIPMENT:	\$2,864.20	\$481.60
8.10% RENTAL TAX:	\$232.00	\$241.54
TOTAL RENTAL EQUIPMENT:	\$3,096.20	\$722.61
SUB-TOTAL LABOR:	\$3,540.00	\$1,510.00
SUB-TOTAL TRANSPORTATION:	\$200.00	\$757.50
SUB-TOTAL SUPPLY ITEMS AND SALES:	\$180.00	\$30.00
9% ILLINDIS SALES TAX:	\$14.40	\$2.70
SUB-TOTAL MISCELLANEOUS EXPENSES:		
<b>GRAND TOTAL OF THIS PROJECT ESTIMATE:</b>	\$7,010.60	\$2,063.31
		\$3,981.04
	<b>FINAL TOTAL</b>	<b>\$13,054.95</b>

**Conditions of Project Estimate:**

The above prices are guaranteed for a 48 hour period from the "Project Estimate Date".  
 To confirm this "Project Estimate" into a contract, please sign this page and return to Absolute Production Services via the fax.

**Payment terms:**

A 50% deposit is due 10 days prior to the start of the show or upon signing of this "Project Estimate", whichever is later, unless credit terms have been arranged.  
 Final Payment is due upon delivery of equipment.

Accepted Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Accepted Printed Name: \_\_\_\_\_



# absolute PRODUCTION SERVICES

JOB #: 209705B Project Estimate Date: 01/20/05  
 P.O. #: TBD FINAL

CLIENT: Ventana Medical Systems LOCATION: Wigwam Resort  
 1910 Innovation Park Dr. 300 Wigwam Boulevard  
 Tucson, AZ 85735 Litchfield Park, Arizona 85340  
 Contact: Jill Imwalle Contact: Stacey El-Nakib  
 P: (520) 887-2155 Rooms: Various  
 F: (520) 229-4207 P: 823-935-3811  
 C: F: 823-935-5891

LOAD IN: 01/14/06 5:00AM  
 SHOW: 1/14 - 1/15/06 VARIOUS  
 LOAD OUT: 01/15/06 5:00PM  
 LABOR IS BASED ON A TEN HOUR DAY

SHOW: Synchronicity 2006 Tech Meetings  
 APS REP: Mendy Medlin

## AGREEMENT - TERMS AND CONDITIONS

Absolute Production Services Co. & American Audio Visual Co. (APSA/V) (Lessor) hereby leases to the "Customer" (Lessee) the equipment as herein specified upon the terms and conditions as set forth in this Agreement.

Lessee acknowledges and agrees as follows:

1. (A) The Lessee shall, at his own expense, protect, keep and maintain, in his own custody, the equipment herein rented, in good order as when received, ordinary wear and tear excepted.  
 (B) In the event the equipment is destroyed or damaged by any means, or is lost, stolen or missing, the Lessee shall for with replace the same with equipment of equal value, and the kind and quality, and upon his failure to do so shall be liable to the Lessor for the replacement value or the cost thereof as determined by actual cost to the Lessor to replace or repair the same.
2. (A) The Lessee agrees to assume full responsibility and liability for the safekeeping and return to Lessor's premises the equipment herein rented. Said equipment is used at Lessee's sole risk and Lessee will indemnify and hold Lessor harmless from any and all liability, claims, costs, and expenses arising out of Lessee's use or possession of the equipment.  
 (B) In addition to the foregoing, the Lessee agrees to pay the Lessor a sum equal to the rental rate herein charged for the loss of use during such time that the Lessor is deprived of the equipment, computed to the date of restoration, whether or not the equipment is replaced or repaired.
3. Lessee acknowledges that he has examined and tested the equipment and that the same is in good, workable mechanical condition, and accepts the same in its present condition, and without any rental reduction or claims thereafter, Lessee agrees to immediately notify Lessor of any equipment not in good workable condition and to return all equipment not in workable condition for exchange at Lessee's own cost and expense.
4. It shall be lawful for the Lessor, or its agents, at all reasonable times to enter the premises upon which the equipment is kept to the purpose of viewing the condition of said equipment and assuring Lessor of the security and safety thereof.
5. (A) If the Lessee shall default on any of the terms, covenants and conditions herein or in timely making any of the payment aforesaid, or if any execution or other writ or process shall be issued in any action or proceeding against the Lessee whereby the said equipment may be seized or taken, or detained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or his property or if the Lessee shall enter into arrangement or composition with his creditors, or in the event that any judgment is obtained against the lessee, then, and in such event, the Lessor shall have the option of declaring this agreement terminated, and the Lessor may, without notice or demand, by process of the law or otherwise retake possession of said equipment and, for such purpose, Lessor, its agent or employees, may enter upon any premises where said equipment may be, and remove the same therefrom, with or without force, and with or without notice of intention to retake the same, without being liable to any suit or action or other proceedings by the Lessee.  
 (B) Nothing contained herein shall be construed to bar or prevent the Lessor, in the event of money being due it for rental, repair, replacement, or other costs, from suing and recovering the money due it and from repossessing the equipment at the cost and expense of the Lessee. Any and all of the said remedies are expressly permitted, consented to and authorized by the Lessee. No remedy herein or otherwise conferred upon or reserved to Lessor shall be considered to exclude or suspend any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter arising at law or in equity or by statute and every power and remedy given by the Rental Agreement to Lessor may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.
6. Regardless of civil disturbance, acts of god or rescheduling, "Cancellations" must be received in writing by the Lessee and are based on the number of days prior to the event show date and a % of the signed quotation grand total. If cancellation occurs 15 business days or more prior to the show date, a 0% service charge will be assessed. If cancellation occurs 11-14 business days prior to the show date, a 25% service charge will be assessed. If cancellation occurs 6-10 business days prior to the show date, a 50% service charge will be assessed. If cancellation occurs 1-5 business days prior to the show date, a 75% service charge will be assessed and if the event is in progress, 100% service charge will be assessed.
7. To secure the payment of all money due the Lessor as and for the rental or damages due hereunder, Lessee's hereby authorizes irrevocably any attorney of any court of record to appear for Lessee in such court, in term time or vacation at any time

# absolute PRODUCTION SERVICES

JOB # : 208705B	Project Estimate Date : 01/20/05	
P.O. # : TBD	FINAL	
CLIENT : Ventana Medical Systems 1910 Innovation Park Dr. Tucson, AZ 85755 Contact: Jill Imwalle P: (520) 887-2155 F: (520) 228-4207 C:	LOCATION : Wigwam Resort 300 Wigwam Boulevard Litchfield Park, Arizona 85340 Contact: Stacey El-Nakib Rooms: Various P: 623-935-3811 F: 623-935-5891	
SHOW : Synchronicity 2008 Tech Meetings APS REP : Mandy Madrin	LOAD IN : 01/14/06 5:00AM SHOW : 1/14 - 1/15/06 VARIOUS LOAD OUT : 01/15/06 5:00PM LABOR IS BASED ON A TEN HOUR DAY	

costs and reasonable attorney fees, and to waive and release all errors which may intervene in any such proceedings and consent to immediate execution upon such judgement hereby ratifying and confirming all that said attorney may do by virtue thereof, hereby releasing all error and waiving the right to appeal to the extent that the same is permitted by law.

9. The acceptance of the return of the equipment is not a waiver by Lessor of any claims that it may have against the Lessee, nor a waiver of claims for latent or patent damages to the equipment.
10. This agreement comprises and contains the entire agreement between parties, including warranties and representations, if any, and may not be amended or modified, except by another agreement in writing, signed by both parties to this agreement.
11. Time is of the essence of this agreement.
12. The use of the personal pronoun shall include the masculine, feminine and neuter gender.
13. The parties hereto agree this agreement shall be construed in accordance with the laws of the State of Illinois.
14. Lessee agrees to pay any and all transaction taxes imposed by the City of Chicago on all rental equipment used in the corporate limits of the City of Chicago.
15. Lessee shall pay all state and local taxes, including but not limited to any rental tax or sales tax, which taxes are in addition to the rent specified in this agreement.
16. All equipment charges are based on total number of days.
17. All prices are F.O.B. Rosemont, Illinois.
18. Local pick-up and delivery charges are extra and vary with circumstances, but will be quoted in advance.
19. Insurance for full replacement value of equipment is the responsibility of the Lessee.
20. All projection lamps, new or used, must be returned to APS/AAV for credit or Lessee will be billed for the same. No warranty is applicable to the equipment and no other warranties are expressed or implied, including warranty of merchantability or fitness for a particular purpose and for other obligation or liability on the part of APS/AAV. APS/AAV neither assumes nor authorizes any person to assume for it any other obligation or liability with such equipment, APS/AAV shall in no event be liable for any injury, loss or damage, direct or consequential, arising out of the use or the inability to use the equipment, whether, used singly or in connection with any other equipment. The Lessee assumes all risk of loss, injury, destruction or, liability whatsoever resulting from the use of such equipment. Before using, the Lessee shall determine the condition and suitability of the equipment for its intended use. The laws of the State of Illinois shall apply in construing this warranty.
21. All Payments not received by the Lessor when due from the Lessee shall bear a service charge at the rate of one and one-half (1-1/2%) percent per month.
22. In the event that Lessee breaches any of the terms of this Agreement and Lessor retains an attorney, Lessee shall be liable, in addition to any other sums due under this Agreement, for all reasonable attorneys fees and costs expended by Lessor in attempting to enforce its rights or collect amounts due under this Agreement.

I agree to the terms and conditions stated above and take full responsibility for the equipment I rented.

CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

# absolute PRODUCTION SERVICES

JOB # : 205705	Project Estimate Date : 01/20/06	
P.O. # : TBD	FINAL	
CLIENT : Ventana Medical Systems 1910 Innovation Park Dr Tucson, AZ 85756 Contact: Jill Inwallie P (520) 887-2156 F (520) 226-4207 C:	LOCATION : Wigwam Resort 300 Wigwam Boulevard Litchfield Park, Arizona 85340 Contact: Stacey El-Nakib Room: TBD P: 623-935-3811 F: 623-935-6981	
SHOW : Synchronicity 2008	LOAD IN : 01/15/06 5:00AM	
APS REP : Mandy Medlin	SHOW : 1/18 - 1/18/06 VARIOUS	
	LOAD OUT : 01/18/06 11:00PM	
	LABOR IS BASED ON A TEN HOUR DAY	

QTY	DAYS	VIDEO EQUIPMENT	PER DAY	SUB-TOTAL	ADDENDUM	OVERAGES
<b>VIDEO PACKAGE - GENERAL SESSION</b>				<b>14,880.00</b>		
2		3 9' X 12' Rear Projection Screen w/ Trim Kit				
2		3 6000 Lumen LCD Projector				
2		3 Short Throw Lens				
2		3 48" A/V Cart				
1		3 Folsom 1604 w/ Preview Monitors				
3		3 Preview Monitor 6" AVB				
2		3 Plasma Confidence Monitor w/ Floor stand				
2		3 Beta Cam SP Recorder				
2		3 Scan Converter				
1		3 Cue Light				
2		3 USB Thumb Drive				
2		3 Humbucker				
1		3 Cable Package				
<b>VIDEO CAMERA PACKAGE - GENERAL SESSION</b>				<b>1,675.00</b>		
2		1 Digital Video Camera (IMAG)				
1		1 Long Throw Camera Lens				
<b>VIDEO PACKAGE - ADDENDUM - 1/13/06</b>					(720.00)	
1		2 Plasma Confidence Monitor w/ Floor stand - Credit				
<b>VIDEO OVERAGE - 1/15/06 (CHANGE ORDER 1)</b>						1,000.00
1		1 Editing Suite				
<b>VIDEO OVERAGE - 1/15/06 (CHANGE ORDER 4)</b>						120.00
1		2 DVD Player				
<b>VIDEO OVERAGE - 1/18/06 (CHANGE ORDER 6)</b>						182.50
1		1 High 8 Deck				
<b>VIDEO OVERAGE - 1/18/06 (CHANGE ORDER 8)</b>						350.00
1		1 42" Plasma Confidence Monitor w/ Floor stand				
<b>THIS DOES NOT INCLUDE:</b>						
Back up Projectors						
Two - Laptop Computers						
<b>CLIENT TO PROVIDE ALL NECESSARY POWER:</b>						
				SUB-TOTAL VIDEO:	\$16,555.00	\$1,642.50
					(\$720.00)	

QTY	DAYS	STAGING EQUIPMENT	PER DAY	SUB-TOTAL	ADDENDUM	OVERAGES
<b>STAGING PACKAGE - GENERAL SESSION</b>				<b>13,856.00</b>		
1		3 Hard Set - see per proposal Includes: Soft Goods Podium				
30		3 Control Drape (Mk Position)				
40		3 Teaser - Truss Dressing				
<b>POWER ACCESSORIES</b>				<b>720.00</b>		
1		3 200 amp 3 phase Distro				
1		3 100' Feeder Cable				
<b>THIS DOES NOT INCLUDE:</b>						
24' X 18' Slating						
2 - 6' x 8' Camera Risers with Skirting						
1 - 12' x 6' Riser for Mk Position						
Cable Ramps						
Scissor Lift						
<b>CLIENT TO PROVIDE ALL NECESSARY POWER:</b>						
				SUB-TOTAL STAGING:	\$14,676.00	

# absolute PRODUCTION SERVICES

<b>JOB # :</b> 209705 <b>P.O. # :</b> TBD <b>CLIENT :</b> Ventana Medical Systems 1910 Innovation Park Dr Tucson, AZ 85755 Contact: Jill Inwalle P: (520) 687-2155 F: (520) 228-4207 C:	<b>Project Estimate Date :</b> 01/20/06 <b>FINAL</b> <b>LOCATION :</b> Wigwam Resort 300 Wigwam Boulevard Litchfield Park, Arizona 85340 Contact: Stacey El-Nakib Room: TBD P: 623-935-3611 F: 623-935-5891	
<b>SHOW :</b> Synchronicity 2008 <b>APS REP :</b> Mendy Medlin	<b>LOAD IN :</b> 01/15/06 5:00AM <b>SHOW :</b> 1/16 - 1/18/06 VARIOUS <b>LOAD OUT :</b> 01/18/06 11:00PM <b>LABOR IS BASED ON A TEN HOUR DAY</b>	

QTY	DAYS	SOUND / AUDIO EQUIPMENT	PER DAY	SUB-TOTAL	ADDENDUM	OVERAGES
<b>AUDIO PACKAGE - GENERAL SESSION</b>				<b>6,832.00</b>		
1		3 24 Channel Mixer				
1		3 300' Mic Snake				
4		3 EAW Speakers w/ Stands				
1		3 Small Audio Rack				
1		3 CD Player				
1		3 Amp Rack				
1		3 Antenna DA				
3		3 Wireless Microphone Combo Unit				
1		3 Wired Microphone				
1		3 Podium Microphone Kit				
1		3 Computer Audio Kit				
1		3 Clear Com Base Station				
5		3 Clear Com Beltpaks & Headsets				
1		3 Wireless Com Base Station w/ Beltpak				
2		3 Direct Interface Box				
1		3 Cable Package				
<b>ARTIST RIDER - STREET JAM</b>				<b>884.00</b>		
2		3 EAW Subs				
2		3 Monitor Speaker				
3		1 Shure SM 58 Wired Microphone with Stand				
3		1 Wireless Microphone Combo Unit				
1		1 PZM Microphone				
<b>BACKLINE PACKAGE - PARTY NIGHT (1/18/06)</b>				<b>840.00</b>		
1		1 Shure 565H Wired Microphone (Letterman)				
2		1 Electric Guitar w/ Amplifier				
1		1 Bass Guitar w/ Amplifier				
1		1 Keyboard w/ Stand and Stool				
1		1 Drum Kit				
5		1 Microphone w/ Stand				
<b>BACKLINE PACKAGE - ADDENDUM - PARTY NIGHT (1/18/06)</b>					<b>220.00</b>	
1		1 Bass Guitar w/ Amplifier				
1		1 Keyboard G/Lar				
3		1 Microphone w/ Stand				
<b>AUDIO OVERAGE - 1/18/06 (CHANGE ORDER 4)</b>						<b>200.00</b>
2		1 Wireless Microphone				
<b>THIS DOES NOT INCLUDE:</b>						
<b>CLIENT TO PROVIDE ALL NECESSARY POWER:</b>						
<b>SUB-TOTAL SOUND/AUDIO:</b>				<b>\$7,676.00</b>	<b>\$220.00</b>	<b>\$200.00</b>

QTY	DAYS	LIGHTING EQUIPMENT	PER DAY	SUB-TOTAL	ADDENDUM	OVERAGES
<b>LIGHTING PACKAGE - GENERAL SESSION</b>				<b>3,587.50</b>		
1		1 Hog 500 Console				
4		1 High End Studio Spot 575				
8		1 Source Four Leko Fixtures				
5		1 LED Color Strip Lights				
1		1 6 Channel Dimmer				
4		1 10' x 12' x 12' Box Truss				
3		1 1/2 Ton Chain Motors				
1		1 Rigging Package				
1		1 Lighting Desk				
1		1 Cable Package				
<b>LIGHTING PACKAGE - ADDENDUM 1/18/06</b>					<b>(315.00)</b>	
2		1 High End Studio Spot 575				
<b>LIGHTING OVERAGE - 1/15/06 (CHANGE ORDER 2)</b>						<b>180.00</b>
6		1 ETC Pars				
<b>THIS DOES NOT INCLUDE:</b>						
<b>CLIENT TO PROVIDE ALL NECESSARY POWER:</b>						
<b>SUB-TOTAL LIGHTING:</b>				<b>\$3,587.50</b>	<b>(\$315.00)</b>	<b>\$180.00</b>

# absolute PRODUCTION SERVICES

<b>JOB # :</b> 209705 <b>P.O. # :</b> TBD <b>CLIENT :</b> Ventana Medical Systems 1910 Innovation Park Dr. Tucson, AZ 85755 Contact: Jill Inwalle P: (520) 867-2155 F: (520) 229-4207 C:	<b>Project Estimate Date :</b> 01/20/06 <b>FINAL</b> <b>LOCATION :</b> Wgwm Resort 300 Wgwm Boulevard Litchfield Park, Arizona 85340 Contact: Steacy El-Nahab Room: TBD P: 623-935-3811 F: 623-935-6691	<b>LOAD IN :</b> 01/16/06 5:00AM <b>SHOW :</b> 1/16 - 1/18/06 VARIOUS <b>LOAD OUT :</b> 01/18/06 11:00PM <b>LABOR IS BASED ON A TEN HOUR DAY</b>
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QTY	DAYS	* LABOR	RATE	SUB-TOTAL	ADDENDUM	OVERAGES
				<u>33,149.00</u>		
<b>LABOR PACKAGE - GENERAL SESSION</b>						
1	4	Production Manager Crew Chief Rigger	Load-In, Show, Load-Out			
1	4	Video Engineer	Load-In, Show, Load-Out			
1	4	Projectionist	Load-In, Show, Load-Out			
1	4	PowerPoint Technician	Load-In, Show, Load-Out			
2	4	Cameraman	Load-In, Show, Load-Out			
		Lighting Designer				
1	4	Lighting Engineer	Load-In, Show, Load-Out			
1	4	Sound Engineer	Load-In, Show, Load-Out			
1	1	Assist Sound Engineer	Show Day 1			
2	1.5	Laborer	Load-In, Load-Out			
<b>THIS DOES NOT INCLUDE:</b>						
Riggers charged to Master Account						
Client to provide overnight Security						
					<u>(6,912.50)</u>	
<b>LABOR PACKAGE - ADDENDUM 1 - 1/16/06</b>						
1	3	Projectionist	Credit - Run of Show			
1	4	PowerPoint Technician	Credit - Load-In, Show, Load-Out			
1	1	Assist Sound Engineer	Credit - Show Day 1			
1	0.5	Laborer	Strike			
					<u>450.00</u>	
<b>LABOR PACKAGE - ADDENDUM 2 - 1/13/06</b>						
1	2	PowerPoint Technician	Add 1/15/06 Rehearsal & 1/16/06			
2	1	Cameraman	Credit - 1/16/06 Awards Ceremony Overtime			
2	1	Cameraman	Credit - 1/16/06 1 Hour ST			
					<u>0.00</u>	
<b>LABOR OVERAGES - 1/13/06 (CHANGE ORDER 3)</b>						
<b>LABOR OVERAGES - 1/16/06 (CHANGE ORDER 6)</b>						
1	1	Production Manager	3 Hour OT			<u>1,267.50</u>
1	1	Video Engineer	3 Hour OT			
1	1	Cameraman	1 Hour OT			
1	1	Lighting Engineer	2 Hour OT			
1	1	Sound Engineer	3 Hour OT			
					<u>1,900.00</u>	
<b>LABOR OVERAGES - DIRECT BILL (CHANGE ORDER 7)</b>						
2	2	Rigger	Load-In & Load-Out			
					<u>(1,000.00)</u>	
<b>LABOR OVERAGES - 1/17/06 (CHANGE ORDER 8)</b>						
2	1	Cameraman	Credit 1/17/06			
					<u>967.50</u>	
<b>LABOR OVERAGES - 1/18/06 (CHANGE ORDER 10)</b>						
1	1	Production Manager	2 Hour OT			
1	1	Video Engineer	1 Hour OT			
1	1	Cameraman	2 Hour ST			
1	1	Cameraman	1 Hour ST			
1	1	Lighting Engineer	1 Hour OT			
1	1	Sound Engineer	1 Hour OT			
					<u>LABOR BASED ON NON-UNION RATES</u>	
				<b>SUB-TOTAL LABOR:</b>	<u>\$33,149.00</u>	<u>\$2,635.00</u>

LABOR IS BASED ON A TEN HOUR DAY

\* All Show Labor is an approximate and will be determined after a final show schedule has been determined

**STRAIGHT TIME (ST):**  
 Between 8:00am and 5:00pm Monday thru Friday with a 40 Hour maximum day rate.  
**OVER TIME (OT):**  
 Between 5:00 pm and Midnight on Saturdays. Between 3:00 am and 5:00 pm on Sunday or after  
 10 consecutive hours of regular time per day or 40 hours of straight time have been worked.  
**DOUBLE TIME (DBL):**  
 Between the hours of midnight and 6:00 am Monday thru Sunday. Between 5:00 pm and midnight  
 on Sundays or after 10 consecutive hours of overtime have been worked. When a workday begins  
 after 6:00 am, double time is in effect until a full 8 hour break is granted.  
**TURNAROUND RATE (TR):**  
 If a technician is called back before a period of 10 hours has elapsed, the double time rate  
 shall be paid for all work until a hour break period is granted.

Corporate Offices:  
 9827 West Farragut Street  
 Rosemont, IL 60018  
 Phone 773-962-8800  
 Fax 773-962-9801  
 www.absolutepros.com

# absolute PRODUCTION SERVICES

<b>JOB # :</b> 209705 <b>P.O. # :</b> TBD <b>CLIENT :</b> Ventana Medical Systems 1810 Innovation Park Dr. Tucson, AZ 85756 <b>Contact:</b> JR Imwalle <b>P :</b> (520) 887-2156 <b>F :</b> (520) 229-4207 <b>C :</b>	<b>Project Estimate Date :</b> 01/20/06 <b>FINAL</b> <b>LOCATION :</b> Wigwam Resort 300 Wigwam Boulevard Lichtfield Park, Arizona 85340 <b>Contact:</b> Steacy El-Nahib <b>Room:</b> TBD <b>P :</b> 623-935-3611 <b>F :</b> 623-935-5991	<b>LOAD IN :</b> 01/15/06 5:00AM <b>SHOW :</b> 1/18 - 1/18/06 VARIOUS <b>LOAD OUT :</b> 01/18/06 11:00PM <b>LABOR IS BASED ON A TEN HOUR DAY</b>
<b>SHOW :</b> Synchronicity 2006 <b>AP'S REP :</b> Mandy Medin		

QTY	DAYS	TRANSPORTATION	RATE	SUB-TOTAL	ADDENDUM	OVERAGES
		<b>TRANSPORTATION PACKAGE</b>		<b>\$00.00</b>		
1	2	Delivery/Pickup				
		<b>TRANSPORTATION OVERAGE</b>				<b>75.00</b>
1	1	Delivery of High 8 Deck				
		<b>THIS DOES NOT INCLUDE:</b>				
<b>SUB-TOTAL TRANSPORTATION:</b>				<b>\$800.00</b>		<b>\$75.00</b>

QTY	DAYS	SUPPLY ITEMS AND SALES	EACH	SUB-TOTAL	ADDENDUM	OVERAGES
		<b>SUPPLY ITEMS AND SALES PACKAGE</b>				
14	1	Tape Stock - 90 minute			<b>\$80.00</b>	
		<b>THIS DOES NOT INCLUDE:</b>				
<b>SUB-TOTAL SUPPLY ITEMS AND SALES:</b>				<b>\$0.00</b>	<b>\$80.00</b>	

QTY	DAYS	MISCELLANEOUS EXPENSES	EACH	SUB-TOTAL	ADDENDUM	OVERAGES
		<b>MISCELLANEOUS EXPENSES PACKAGE</b>				
		<b>THIS DOES NOT INCLUDE:</b>				
<b>SUB-TOTAL MISCELLANEOUS EXPENSES:</b>				<b>\$0.00</b>	<b>\$0.00</b>	

# absolute PRODUCTION SERVICES

<b>JOB # :</b> 209705 <b>P.O. # :</b> TBD <b>CLIENT :</b> Ventana Medical Systems 1910 Innovation Park Dr. Tucson, AZ 85765 Contact: Jill Inwistle P: (520) 887-2155 F: (520) 229-4207 C:	<b>Project Estimate Date :</b> 01/20/06 <b>FINAL</b> <b>LOCATION :</b> Wigwam Resort 300 Wigwam Boulevard Litchfield Park, Arizona 85340 Contact: Stacey El-Nakib Room: TBD P: 623-935-3811 F: 623-935-9891	<b>LOAD IN :</b> 01/15/06 5:00AM <b>SHOW :</b> 1/16 - 1/18/06 VARIOUS <b>LOAD OUT :</b> 01/18/06 11:00PM <b>LABOR IS BASED ON A TEN HOUR DAY</b>
<b>SHOW :</b> Synchronicity 2006 <b>AP8 REP :</b> Mandy Medlin		

### SUMMARY PAGE

	SUB-TOTAL VIDEO	\$16,555.00	(\$726.00)	\$1,442.50
	SUB-TOTAL STAGING	\$14,876.00	\$0.00	\$0.00
	SUB-TOTAL SOUND/AUDIO	\$7,578.00	\$220.00	\$200.00
	SUB-TOTAL LIGHTING:	\$3,587.50	(\$315.00)	\$180.00
	SUB-TOTAL RENTAL EQUIPMENT:	\$42,494.50	(\$815.00)	\$2,022.50
	0.10% RENTAL TAX:	\$3,442.05	(\$88.02)	\$183.82
	TOTAL RENTAL EQUIPMENT:	\$45,936.55	(\$881.02)	\$2,186.32
	SUB-TOTAL LABOR:	\$33,148.00	(\$8,462.50)	\$2,435.00
	SUB-TOTAL TRANSPORTATION:	\$800.00	\$0.00	\$75.00
	SUB-TOTAL SUPPLY ITEMS AND SALES:	\$0.00	\$480.00	\$0.00
	9% ILLINOIS SALES TAX:	\$0.00	\$37.98	\$0.00
	SUB-TOTAL MISCELLANEOUS EXPENSES:	\$0.00	\$0.00	\$0.00
	<b>GRAND TOTAL OF THIS PROJECT ESTIMATE:</b>	<b>\$79,885.55</b>	<b>(\$8,815.54)</b>	<b>\$5,096.32</b>

**FINAL TOTAL** **\$77,966.33**

**Conditions of Project Estimate:**

The above prices are guaranteed for a 48 hour period from the "Project Estimate Date".  
 To confirm this "Project Estimate" into a contract, please sign this page and return to Absolute Production Services via the fax.

**Payment terms:**

A 50% deposit is due 10 days prior to the start of the show or upon signing of this "Project Estimate", whichever is later, unless credit terms have been arranged.  
 Final Payment is due upon delivery of equipment.

Accepted Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Accepted Printed Name: \_\_\_\_\_

# absolute PRODUCTION SERVICES

JOB # : 205705	Project Estimate Date : 01/20/06	
P.O. # : TBD	FINAL	
CLIENT : Ventana Medical Systems 1810 Innovation Park Dr. Tucson, AZ 85755 Contact: Jill Irwinville P (520) 887-2155 F (520) 226-4207 C.	LOCATION : Wigwam Resort 300 Wigwam Boulevard Uitchfield Park Arizona 85340 Contact: Stacey El-Nakib Room TBD P: 623-935-3811 F: 623-935-5881	
SHOW : Synchronicity 2006	LOAD IN : 01/15/06	5:00AM
APS REP : Mandy Medin	SHOW : 1/16 - 1/18/06	VARIOUS
	LOAD OUT : 01/18/06	11:00PM
	LABOR IS BASED ON A TEN HOUR DAY	

AGREEMENT - TERMS AND CONDITIONS

Absolute Production Services Co. & American Audio Visual Co. (APS/AAV) (Lessor) hereby leases to the "Customer" (Lessee) the equipment as herein specified upon the terms and conditions as set forth in this Agreement.

Lessee acknowledges and agrees as follows.

1. (A) The Lessee shall, at his own expense, protect, keep and maintain, in his own custody, the equipment herein rented, in good order as when received, ordinary wear and tear excepted.
- (B) In the event the equipment is destroyed or damaged by any means, or is lost, stolen or missing, the Lessee shall for with replace the same with equipment of equal value, and like kind and quality, and upon his failure to do so shall be liable to the Lessor for the replacement value or the cost thereof as determined by actual cost to the Lessor to replace or repair the same.

2. (A) The Lessee agrees to assume full responsibility and liability for the safekeeping and return to Lessor's premises the equipment herein rented. Said equipment is used at Lessee's sole risk and Lessee will indemnify and hold Lessor harmless from any and all liability, claims, costs, and expenses arising out of Lessee's use or possession of the equipment.
- (B) In addition to the foregoing, the Lessee agrees to pay the Lessor a sum equal to the rental rate herein charged for the loss of use during such time that the Lessor is deprived of the equipment, computed to the date of restoration, whether or not the equipment is replaced or repaired.

3. Lessee acknowledges that he has examined and tested the equipment and that the same is in good, workable mechanical condition, and accepts the same in its present condition, and without any rental reduction or claim therefor. Lessee agrees to immediately notify Lessor of any equipment not in good workable condition and to return all equipment not in workable condition for exchanges at Lessee's own cost and expense.

4. It shall be lawful for the Lessor, or its agents, at all reasonable times to enter the premises upon which the equipment is kept to the purpose of viewing the condition of said equipment and assuring Lessor of the security and safety thereof.

5. (A) If the Lessee shall default on any of the terms, covenants and conditions herein or in timely making any of the payment due hereunder, or if any execution or other writ or process shall be issued in any action or proceeding against the Lessee whereby the said equipment may be seized or taken, or detained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or his property or if the Lessee shall enter into arrangement or composition with his creditors, or in the event that any judgment is obtained against the Lessee, then, and in such event, the Lessor shall have the option of declaring this agreement terminated, and the Lessor may, without notice or demand, by process of the law or otherwise retake possession of said equipment and, for such purpose, Lessor, its agent or employees, may enter upon any premises where said equipment may be, and remove the same therefrom, with or without force, and with or without notice of intention to retake the same, without being liable to any suit or action or other proceedings by the Lessee.
- (B) Nothing contained herein shall be construed to bar or prevent the Lessor, in the event of money being due to him for rental, repair, replacement, or other costs, from suing and recovering the money due to him and from repossessing the equipment at the cost and expense of the Lessee. Any and all of the said remedies are expressly permitted, consented to and authorized by the Lessee. No remedy herein or otherwise conferred upon or reserved to Lessor shall be considered to exclude or suspend any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute and every power and remedy given by the Rental Agreement to Lessor may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

6. Regardless of civil disturbances, acts of god or re-scheduling, "Cancellations" must be received in writing by the Lessee and are based on the number of days prior to the event show date and a % of the signed quotation grand total. If cancellation occurs 15 business days or more prior to the show date, a 0% service charge will be assessed. If cancellation occurs 11-14 business days prior to the show date, a 25% service charge will be assessed. If cancellation occurs 6-10 business days prior to the show date, a 50% service charge will be assessed. If cancellation occurs 1-5 business days prior to the show date, a 75% service charge will be assessed and if the event is in progress, 100% service charge will be assessed.

7. To secure the payment of all money due the Lessor as and for the rental or damages due hereunder, Lessee's hereby authorizes irrevocably any attorney of any court of record to appear for Lessee in such court, in term time or vacation at any time

Corporate Offices:  
9827 West Farragut Street  
Rosemont, IL 60018  
Phone 773-962-4900  
Fax 773-962-4901  
www.absolutepros.com



# absolute PRODUCTION SERVICES

JOB # : 209705	Project Estimate Date : 01/20/06	
P.O. # : TBD	FINAL	
CLIENT : Ventana Medical Systems 1910 Innovation Park Dr. Tucson, AZ 85756 Contact: Jill Imerale P: (520) 867-2155 F: (520) 226-4207 C:	LOCATION : Wigwam Resort 300 Wigwam Boulevard Litchfield Park, Arizona 85340 Contact: Stacey El-Nakib Room: TBD P: 623-635-3611 F: 623-635-5691	
SHOW : Synchronicity 2006	LOAD IN : 01/15/06	5:00AM
APS REP : Mendy Medin	SHOW : 1/18 - 1/19/06	VARIOUS
	LOAD OUT : 01/18/06	11:00PM
	LABOR IS BASED ON A TEN HOUR DAY	

costs and reasonable attorney fees, and to waive and release all errors which may intervene in any such proceedings and consent to immediate execution upon such judgment hereby ratifying and confirming all that said attorney may do by virtue thereof, hereby releasing all error and waiving the right to appeal to the extent that the same is permitted by law.

9. The acceptance of the return of the equipment is not a waiver by Lessor of any claims that it may have against the Lessee, nor a waiver of claims for latent or patent damages to the equipment.
10. This agreement comprises and contains the entire agreement between parties, including warranties and representations, if any, and may not be amended or modified, except by another agreement in writing, signed by both parties to this agreement.
11. Time is of the essence of this agreement.
12. The use of the personal pronoun shall include the masculine, feminine and neuter gender.
13. The parties hereto agree this agreement shall be construed in accordance with the laws of the State of Illinois.
14. Lessee agrees to pay any and all transaction taxes imposed by the City of Chicago on all rental equipment used in the corporate limits of the City of Chicago.
15. Lessee shall pay all state and local taxes, including but not limited to any rental tax or sales tax, which taxes are in addition to the rent specified in this agreement.
16. All equipment charges are based on total number of days.
17. All prices are F.O.B. Rosemont, Illinois.
18. Local pick-up and delivery charges are extra and vary with circumstances, but will be quoted in advance.
19. Insurance for full replacement value of equipment is the responsibility of the Lessee.
20. All projection lamps, new or used, must be returned to AP&S/AAV for credit or Lessee will be billed for the same. No warranty is applicable to the equipment and no other warranties are expressed or implied, including warranty of merchantability or fitness for a particular purpose and for other obligation or liability on the part of AP&S/AAV. AP&S/AAV shall in no event be liable for any injury, loss or damage, direct or consequential, arising out of the use or the inability to use the equipment, whether used singly or in connection with any other equipment. The Lessee assumes all risk of loss, injury, destruction or liability whatsoever resulting from the use of such equipment. Before using, the Lessee shall determine the condition and suitability of the equipment for its intended use. The laws of the State of Illinois shall apply in construing this warranty.
21. All Payments not received by the Lessor when due from the Lessee shall bear a service charge at the rate of one and one-half (1-1/2%) percent per month.
22. In the event that Lessee breaches any of the terms of this Agreement and Lessor retains an attorney, Lessee shall be liable, in addition to any other sums due under this Agreement, for all reasonable attorney's fees and costs expended by Lessor in attempting to enforce its rights or collect amounts due under this Agreement.

agree to the terms and conditions stated above and take full responsibility for the equipment I rented

CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

# **EXHIBIT B**

## Work-Made-For-Hire and Proprietary Information Agreement

This Work-Made-For-Hire and Proprietary Information Agreement (the "Agreement") is made this 26th day of April, 2005, between Paula Rouillard (EMPLOYEE) and American Audio Visual Co. d/b/a Absolute Production Services (APS), who hereby agree as follows:

1. In consideration of Employees employment with APS beginning on April 26, 2005, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Employee agrees to the following terms and conditions related to their employment.
2. All work performed in the course of employment with APS is exclusively for the benefit of APS and the product of such work shall be "works-made-for-hire." APS shall own all rights to such works and may make any use or nonuse of such works without further payment or obligation to the EMPLOYEE.
3. The compensation agreed upon between EMPLOYEE and APS is the sole payment for all services provided by the EMPLOYEE. The EMPLOYEE is not entitled to the payment of royalties or other forms of compensation for the works developed in the course of employment.
4. The EMPLOYEE acknowledges that he/she has been furnished or may be furnished or may otherwise have received or have had access to or will receive or have access to information that relates to APSs' past, present, or future products, software, research, development, inventions, computer processes, techniques, designs, programs and codes, or other technical information and data; the names, addresses, buying habits or practices of any of APSs' clients or customers; APSs' marketing methods, programs and related data, or other written records used in APSs' business; compensation paid to other employees and independent contractors and other terms of their employment or contractual relationships; or any other confidential information of, about, or concerning the business of APS, its manner of operations, or other data of any kind, nature or description (the "Proprietary Information"). The EMPLOYEE agrees to preserve and protect the confidentiality of the Proprietary Information and all physical forms thereof, whether disclosed to the EMPLOYEE before this Agreement is signed or afterward. In addition, the EMPLOYEE shall not disclose or disseminate the Proprietary Information to any third party and shall not use the Proprietary Information for his/her own benefit or for the benefit of any third party without prior written approval of APSs' owner. The foregoing obligations shall not apply to any information, which is publicly known. Within three days after APSs' request, the EMPLOYEE shall return to APS all copies of Proprietary Information in tangible form.
5. The EMPLOYEE hereby acknowledges and agrees that he/she will likely be exposed to a significant amount of confidential information concerning APSs' business methods, operations and customers while employed under this Agreement, that such information might be retained by the EMPLOYEE in tangible form or simply retained in the Employees' memory, and that the protection of APSs' exclusive rights to such confidential information and trade secrets can best be ensured by means of a restriction on the Employees' activities after termination of employment. Therefore, the EMPLOYEE agrees that for a one-year period following employment termination (whether voluntary or involuntary and with or without cause), he/she shall not solicit, divert or initiate any contact with (or attempt to solicit, divert or initiate any contact with) any customer, client, independent contractor or employee of APS for any commercial or business reason whatsoever.
6. This Agreement does not create any rights to employment with APS and is in addition to other agreements that may have been signed by the EMPLOYEE and APS. Except as specified herein, this agreement does not limit any rights of EMPLOYEE or APS created by any other contracts or laws.

Signatures:

Employee:

Paula Rouillard Date: 4/28/05

APS representative:

[Signature] Date: 4-26-05

Title of APS representative:

VP

# **EXHIBIT C**

# absolute PRODUCTION SERVICES

<b>JOB # :</b> QUOTE <b>P.O. # :</b> TBD	<b>Project Estimate Date :</b> 12/19/06	
<b>CLIENT :</b> Ventana Medical Systems, Inc. 1910 Innovation Park Dr. Tucson, AZ 85755 Contact: Jill Imwalle P: (520) 887-2155 F: (520) 229-4207 C:	<b>LOCATION :</b> Westin La Paloma 3800 East Sunrise Drive Tucson, AZ 85718 Contact: TBD Room: TBD P: 520-742-6000 F:	
<b>SHOW :</b> 2007 Sales Conference - It's Showtime! <b>APS REP :</b> Mendy Medlin	<b>LOAD IN :</b> 01/11/07 8:00am <b>SHOW :</b> 1/12 - 1/14/07 6:00am <b>LOAD OUT :</b> 01/15/07 12:01am	

QTY	DAYS	VIDEO EQUIPMENT	PER DAY	SUB-TOTAL
		<b><u>VIDEO PACKAGE - GENERAL SESSION</u></b>		<b><u>14,148.00</u></b>
2		3 9' x 12' Rear Projection Screen with Trim Kit		
2		3 LCD Projector 6,000 Lumen		
2		3 Short Throw Lens		
2		3 Projector Scaffolding		
1		3 Folsom 1604 with Preview Monitors		
1		3 8' Preview Monitor A/B		
2		3 DVD Player		
2		3 42" Plasma with Stand (Confidence)		
1		3 Cue Light		
2		3 USB Thumb Drive		
2		3 Humbucker		
1		3 Cable Package		
2		2 BetaCam SP Player / Recorder		
2		2 Digital Camera Package (IMAG)		
1		2 Long Throw Camera Lens		
		<b><u>VIDEO PACKAGE - PAVILION</u></b>		<b><u>1,316.00</u></b>
1		1 9' x 12' Front Projection Screen with Trim Kit		
1		1 LCD Projector 6,000 Lumen		
1		1 Projector Lens		
1		1 Projector Scaffolding		
1		1 Scan Converter		
1		1 9" Preview Monitor		
2		1 DVD Player		
1		1 Cable Package		
		<b><u>THIS DOES NOT INCLUDE:</u></b> Two Laptop Computers Back up projectors		
		<b><u>CLIENT TO PROVIDE ALL NECESSARY POWER:</u></b>		
		<b>SUB-TOTAL VIDEO:</b>		<b><u>\$15,464.00</u></b>

# absolute PRODUCTION SERVICES

<b>JOB # :</b> QUOTE <b>P.O. # :</b> TBD	<b>Project Estimate Date :</b> 12/19/06	
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<b>SHOW :</b> 2007 Sales Conference - It's Showtime! <b>APS REP :</b> Mendy Medlin	<b>LOAD IN :</b> 01/11/07 <b>SHOW :</b> 1/12 - 1/14/07 <b>LOAD OUT :</b> 01/15/07	8:00am 8:00am 12:01am

QTY	DAYS	STAGING EQUIPMENT	PER DAY	SUB-TOTAL
		<b><u>STAGING PACKAGE - SET</u></b>		<b><u>17,680.00</u></b>
2		1 9' x 12' Screen Surrounds		
1		1 Truss Arch 17' x 27'		
1		1 Podium		
1		1 Red Drape Package - Burgundy		
1		1 Grey Carpeting		
1		1 Stage Skirting - Black		
1		1 Custom Steps & Thrust		
1		1 Hollywood Squares Set		
		<b><u>ADDITIONAL STAGING ITEMS</u></b>		<b><u>2,404.80</u></b>
24		3 Running Feet of Control Drape		
1		3 40' Truss Teaser		
1		3 Power Distro		
1		3 100' Feeder Cable		
4		2 4' x 4' x 2' Camera Risers		
1		3 Scissor Lift / Man Lift		
		<b><u>STAGING PACKAGE - PAVILION</u></b>		<b><u>500.00</u></b>
50		1 Running Feet Black Pipe & Drape		
		<b><u>THIS DOES NOT INCLUDE:</u></b>		
		Stage 24' x 12' x 2' H		
		12' x 8' x 2' H Riser for Mix Position		
		<b><u>CLIENT TO PROVIDE ALL NECESSARY POWER:</u></b>		
		<b>SUB-TOTAL STAGING:</b>		<b><u>\$20,584.80</u></b>

# absolute PRODUCTION SERVICES

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QTY	DAYS	SOUND / AUDIO EQUIPMENT	PER DAY	SUB-TOTAL
<b><u>AUDIO PACKAGE - GENERAL SESSION</u></b>				<b><u>6,708.00</u></b>
1		3 24 Channel Mixer		
1		3 200' Mic Snake		
1		3 Small Audio Rack		
4		3 EAW Speaker with Stands		
2		3 Delay Speakers		
2		3 Monitor Speakers		
2		3 Subwoofer		
1		3 CD Player		
1		3 Amp Rack		
1		3 Antenna DA		
5		3 UHF Wireless Microphone Combo Units		
2		3 Wired Microphone with Stand		
1		3 Podium Microphone Kit		
2		3 Computer Audio Kit		
1		3 Clear Com Base Station		
7		3 Clear Com Belt Packs with Headset		
1		3 Clear Com Wireless Base Station		
3		3 Clear Com Wireless Belt Pack with Headset		
1		3 Cable Package		
 <b><u>AUDIO PACKAGE - PAVILION</u></b>				<b><u>758.00</u></b>
1		1 12 Channel Mixer		
1		1 Small Audio Rack		
1		1 Small Amp Rack		
6		1 300 Watt Speaker with Stand		
2		1 Subwoofer		
2		1 Wired Microphone with Stand		
1		1 Cable Package		
 <b><u>THIS DOES NOT INCLUDE:</u></b>				
Any Talent Requirements				
Table Microphones for Hollywood Squares				
<b><u>CLIENT TO PROVIDE ALL NECESSARY POWER:</u></b>				
<b>SUB-TOTAL SOUND/AUDIO:</b>				<b><u>\$7,464.00</u></b>

QTY	DAYS	LIGHTING EQUIPMENT	PER DAY	SUB-TOTAL
<b><u>LIGHTING PACKAGE</u></b>				<b><u>2,668.00</u></b>
1		1 Small Conventional Lighting Console		
8		1 ETC Source Four Pars (Uplights)		
16		1 ETC Source Four Lekos (Stage Wash)		
1		1 Dimmer Rack		
3		1 10' x 12" x 12" Box Truss		
3		1 1/2 Ton Chain Motors with Controller		
1		1 Rigging Package		
1		1 Cable Package		
2		1 Followspotlight on tripod		
3		4 House Rigging Points		
 <b><u>THIS DOES NOT INCLUDE:</u></b>				
<b><u>CLIENT TO PROVIDE ALL NECESSARY POWER:</u></b>				
<b>SUB-TOTAL LIGHTING:</b>				<b><u>\$2,668.00</u></b>

**Corporate Offices:**  
 9827 West Farragut Street  
 Rosemont, IL 60018  
 Toll Free: 877-228-4782  
 Ph: 773-992-9800  
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[www.absolutepros.com](http://www.absolutepros.com)

# absolute PRODUCTION SERVICES

<b>JOB # :</b> QUOTE <b>P.O. # :</b> TBD	<b>Project Estimate Date :</b> 12/19/06	
<b>CLIENT :</b> Ventana Medical Systems, Inc. 1910 Innovation Park Dr. Tucson, AZ 85755 Contact: Jill Imwalle P: (520) 887-2155 F: (520) 229-4207 C:	<b>LOCATION :</b> Westin La Paloma 3800 East Sunrise Drive Tucson, AZ 85718 Contact: TBD Room: TBD P: 520-742-6000 F:	
<b>SHOW :</b> 2007 Sales Conference - It's Showtime! <b>APS REP :</b> Mendy Medlin	<b>LOAD IN :</b> 01/11/07 <b>SHOW :</b> 1/12 - 1/14/07 <b>LOAD OUT :</b> 01/15/07	8:00am 6:00am 12:01am

QTY	DAYS	* LABOR	RATE	SUB-TOTAL
<b><u>LABOR PACKAGE - PER CLIENT PROVIDED SCHEDULE</u></b>				<b><u>38,985.00</u></b>
1	4	Production Manager		
2	2	Rigger		
1	4	Video Engineer		
1	1	Projectionist		
2	2	Cameraman		
1	4	Power Point Operator		
1	4	Lighting Engineer		
1	4	Sound Engineer - A1		
1	2	Sound Engineer - A2		
2	1	Spotlight Operators		
3	2	Laborer		
<b><u>THIS DOES NOT INCLUDE:</u></b> Overnight Security <b><u>LABOR BASED ON NON-UNION RATES</u></b>				
<b>SUB-TOTAL LABOR:</b>				<b><u>\$38,985.00</u></b>

LABOR IS BASED ON A TEN HOUR DAY

\* All Show Labor is an approximate and will be determined after a final show schedule has been determined.

**STRAIGHT TIME (ST):**  
 Between 8:00am and 5:00pm Monday thru Friday with a 10 Hour minimum day rate.

**OVER TIME (OT):**  
 Between 5:00 pm and Midnight on Saturday. Between 8:00 am and 5:00 pm on Sunday or after 10 consecutive hours of regular time per day or 40 hours of straight time have been worked.

**DOUBLE TIME (DBL):**  
 Between the hours of Midnight and 8:00 am Monday thru Sunday. Between 5:00 pm and Midnight on Sundays or after 10 consecutive hours of overtime have been worked. When a workday begins prior to 6:00 am, double time is in effect until a full 8 hour break is granted.

**TURNAROUND RATE (TR):**  
 If a technician is called back before a period of 10 hours has elapsed, the double time rate shall be paid for all work until 8 hour break period is granted.



# absolute PRODUCTION SERVICES

<b>JOB # :</b> QUOTE <b>P.O. # :</b> TBD	<b>Project Estimate Date :</b> 12/19/06	
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QTY	DAYS	TRANSPORTATION	RATE	SUB-TOTAL
		<b><u>TRANSPORTATION PACKAGE</u></b>		<b><u>2,550.00</u></b>
1	2	Delivery/Pickup		
2	1	Airfare		
1	5	Ground Transportation		
		<b><u>THIS DOES NOT INCLUDE:</u></b>		
		<b>SUB-TOTAL TRANSPORTATION:</b>		<b><u>\$2,550.00</u></b>

QTY	DAYS	SUPPLY ITEMS AND SALES	EACH	SUB-TOTAL
		<b><u>SUPPLY ITEMS AND SALES PACKAGE</u></b>		<b><u>420.00</u></b>
12	1	Beta SP Tape Stock - 90 minute		
		<b><u>THIS DOES NOT INCLUDE:</u></b>		
		<b>SUB-TOTAL SUPPLY ITEMS AND SALES:</b>		<b><u>\$420.00</u></b>

QTY	DAYS	MISCELLANEOUS EXPENSES	EACH	SUB-TOTAL
		<b><u>MISCELLANEOUS EXPENSES PACKAGE</u></b>		
6	5	Hotel Accommodations - CLIENT TO PROVIDE		TBD
		<b><u>THIS DOES NOT INCLUDE:</u></b>		
		<b>SUB-TOTAL MISCELLANEOUS EXPENSES:</b>		<b><u>                    </u></b>

# absolute PRODUCTION SERVICES

<b>JOB # :</b> QUOTE <b>P.O. # :</b> TBD	<b>Project Estimate Date :</b> 12/19/06	
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## SUMMARY PAGE

SUB-TOTAL VIDEO:	\$15,464.00
SUB-TOTAL STAGING:	\$20,584.80
SUB-TOTAL SOUND/AUDIO:	\$7,464.00
SUB-TOTAL LIGHTING:	\$2,668.00
SUB-TOTAL RENTAL EQUIPMENT:	\$46,180.80
8% RENTAL TAX:	\$3,740.64
TOTAL RENTAL EQUIPMENT:	\$49,921.44
SUB-TOTAL LABOR:	\$38,985.00
SUB-TOTAL TRANSPORTATION:	\$2,550.00
SUB-TOTAL SUPPLY ITEMS AND SALES:	\$420.00
9% ILLINOIS SALES TAX:	\$37.80
SUB-TOTAL MISCELLANEOUS EXPENSES:	\$0.00
<b>GRAND TOTAL OF THIS PROJECT ESTIMATE:</b>	<b>\$91,914.24</b>

**Conditions of Project Estimate:**

The above prices are guaranteed for a 48 hour period from the "Project Estimate Date".  
 To confirm this "Project Estimate" into a contract, please sign this page and  
 return to Absolute Production Services via the fax.

**Payment terms:**

A 50% deposit is due 10 days prior to the start of the show or upon signing of this  
 "Project Estimate", whichever is later, unless credit terms have been arranged.  
 Final Payment is due upon delivery of equipment.

Accepted Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted Printed Name: \_\_\_\_\_

*I also agree to the Terms and Conditions attached to this estimate.*

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 9827 West Farragut Street  
 Rosemont, IL 60018  
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 Fax: 773-992-9801  
[www.absolutepros.com](http://www.absolutepros.com)

# absolute PRODUCTION SERVICES

JOB # : QUOTE	Project Estimate Date :	12/19/06
P.O. # : TBD		
CLIENT : Ventana Medical Systems, Inc. 1910 Innovation Park Dr. Tucson, AZ 85755 Contact: Jill Imwalle P: (520) 887-2155 F: (520) 229-4207 C:	LOCATION : Westin La Paloma 3800 East Sunrise Drive Tucson, AZ 85718 Contact: TBD Room: TBD P: 520-742-6000 F:	
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APS REP : Mendy Medlin	SHOW : 1/12 - 1/14/07	6:00am
	LOAD OUT : 01/15/07	12:01am

### AGREEMENT – TERMS AND CONDITIONS

American Audio Visual Co. d/b/a Absolute Production Services (APS/AAV) (Lessor) hereby leases to the "Customer" (Lessee) the equipment as herein specified upon the terms and conditions as set forth in this Agreement.

Lessee acknowledges and agrees as follows:

1. (A) The Lessee shall, at his own expense, protect, keep and maintain, in his own custody, the equipment herein rented, in good order as when received, ordinary wear and tear excepted.  
(B) In the event the equipment is destroyed or damaged by any means, or is lost, stolen or missing, the Lessee shall for with replace the same with equipment of equal value, and like kind and quality, and upon his failure to do so shall be liable to the Lessor for the replacement value or the cost thereof as determined by actual cost to the Lessor to replace or repair the same.
2. (A) The Lessee agrees to assume full responsibility and liability for the safekeeping and return to Lessor's premises the equipment herein rented. Said equipment is used at Lessee's sole risk and Lessee will indemnify and hold Lessor harmless from any and all liability, claims, costs, and expenses arising out of Lessee's use or possession of the equipment.  
(B) In addition to the foregoing, the Lessee agrees to pay the Lessor a sum equal to the rental rate herein charged for the loss of use during such time that the Lessor is deprived of the equipment, computed to the date of restoration, whether or not the equipment is replaced or repaired.
3. Lessee acknowledges that he has examined and tested the equipment and that the same is in good, workable mechanical condition, and accepts the same in its present condition, and without any rental reduction or claim thereafter, Lessee agrees to immediately notify Lessor of any equipment not in good workable condition and to return all equipment not in workable condition for exchange at Lessee's own cost and expense.
4. It shall be lawful for the Lessor, or its agents, at all reasonable times to enter the premises upon which the equipment is kept to the purpose of viewing the condition of said equipment and assuring Lessor of the security and safety thereof.
5. (A) If the Lessee shall default on any of the terms, covenants and conditions herein or in timely making any of the payment aforesaid, or if any execution or other writ or process shall be issued in any action or proceeding against the Lessee whereby the said equipment may be seized or taken, or detained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or his property or if the Lessee shall enter into arrangement or composition with his creditors, or in the event that any judgment is obtained against the lessee, then, and in such event, the Lessor shall have the option of declaring this agreement terminated, and the Lessor may, without notice or demand, by process of the law or otherwise retake possession of said equipment and, for such purpose, Lessor, its agent or employees, may enter upon any premises where said equipment may be, and remove the same there from, with or without force, and with or without notice of intention to retake the same, without being liable to any suit or action or other proceedings by the Lessee.  
(B) Nothing contained herein shall be construed to bar or prevent the Lessor, in the event of money being due it for rental, repair, replacement, or other costs, from suing and recovering the money due it and from repossessing the equipment at the cost and expense of the Lessee. Any and all of the said remedies are expressly permitted, consented to and authorized by the Lessee. No remedy herein or otherwise conferred upon or reserved to Lessor shall be considered to exclude or suspend any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute and every power and remedy given by the Rental Agreement to Lessor may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.
6. Regardless of civil disturbance, acts of god or rescheduling, "Cancellations" must be received in writing by the Lessee and are based on the number of days prior to the event show date and a % of the signed quotation grand total. If cancellation occurs 15 business days or more prior to the show date, a 0% service charge will be assessed. If cancellation occurs 11-14 business days prior to the show date, a 25% service charge will be assessed. If cancellation occurs 6-10 business days prior to the show date, a 50% service charge will be assessed. If cancellation occurs 1-5 business days prior to the show date, a 75% service charge will be assessed and if the event is in progress, 100% service charge will be assessed.
7. To secure the payment of all money due the Lessor as and for the rental or damages due hereunder, Lessee's hereby authorizes irrevocably any attorney of any court of record to appear for Lessee in such court, in term time or vacation at any time

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kept to the purpose or viewing the condition of said equipment and ensuring Lessor of the security and safety thereof.

5. (A) If the Lessee shall default on any of the terms, covenants and conditions herein or in timely making any of the payment aforesaid, or if any execution or other writ or process shall be issued in any action or proceeding against the Lessee whereby the said equipment may be seized or taken, or detained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or his property or if the Lessee shall enter into arrangement or composition with his creditors, or in the event that any judgment is obtained against the lessee, then, and in such event, the Lessor shall have the option of declaring this agreement terminated, and the Lessor may, without notice or demand, by process of the law or otherwise retake possession of said equipment and, for such purpose, Lessor, its agent or employees, may enter upon any premises where said equipment may be, and remove the same there from, with or without force, and with or without notice of intention to retake the same, without being liable to any suit or action or other proceedings by the Lessee.

(B) Nothing contained herein shall be construed to bar or prevent the Lessor, in the event of money being due it for rental, repair, replacement, or other costs, from suing and recovering the money due it and from repossessing the equipment at the cost and expense of the Lessee. Any and all of the said remedies are expressly permitted, consented to and authorized by the Lessee. No remedy herein or otherwise conferred upon or reserved to Lessor shall be considered to exclude or suspend any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute and every power and remedy given by the Rental Agreement to Lessor may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

6. Regardless of civil disturbance, acts of god or rescheduling, "Cancellations" must be received in writing by the Lessee and are based on the number of days prior to the event show date and a % of the signed quotation grand total. If cancellation occurs 15 business days or more prior to the show date, a 0% service charge will be assessed. If cancellation occurs 11-14 business days prior to the show date, a 25% service charge will be assessed. If cancellation occurs 6-10 business days prior to the show date, a 50% service charge will be assessed. If cancellation occurs 1-5 business days prior to the show date, a 75% service charge will be assessed and if the event is in progress, 100% service charge will be assessed.

7. To secure the payment of all money due the Lessor as and for the rental or damages due hereunder, Lessee's hereby authorizes irrevocably any attorney of any court of record to appear for Lessee in such court, in term time or vacation at any time

costs and reasonable attorney fees, and to waive and release all errors which may intervene in any such proceedings and consent to immediate execution upon such judgement hereby ratifying and confirming all that said attorney may do by virtue thereof, hereby releasing all error and waiving the right to appeal to the extent that the same is permitted by law.

8. The acceptance of the return of the equipment is not a waiver by Lessor of any claims that it may have against the Lessee, nor a waiver of claims for latent or patent damages to the equipment.

9. This agreement comprises and contains the entire agreement between parties, including warranties and representations, if any, and may not be amended or modified, except by another agreement in writing, signed by both parties to this agreement.

10. Time is of the essence of this agreement.

11. The use of the personal pronoun shall include the masculine, feminine and neuter gender.

12. The parties hereto agree this agreement shall be construed in accordance with the laws of the State of Illinois.

13. Lessee agrees to pay any and all transaction taxes imposed by the City of Chicago on all rental equipment used in the corporate limits of the City of Chicago.

14. Lessee shall pay all state and local taxes, including but not limited to any rental tax or sales tax, which taxes are in addition to the rent specified in this agreement.

15. All equipment charges are based on total number of days.

16. All prices are F.O.B. Rosemont, Illinois.

17. Local pick-up and delivery charges are extra and vary with circumstances, but will be quoted in advance.

18. Insurance for full replacement value of equipment is the responsibility of the Lessee.

19. All projection lamps, new or used, must be returned to APS/AAV for credit or Lessee will be billed for the same.

No warranty is applicable to the equipment and no other warranties are expressed or implied, including warranty of merchantability or fitness for a particular purpose and for other obligation or liability on the part of APS/AAV. APS/AAV neither assumes nor authorizes any person to assume for it any other obligation or liability with such equipment, APS/AAV shall in no event be liable for any injury, loss or damage, direct or consequential, arising out of the use or the inability to use the equipment, whether, used singly or in connection with any other equipment. The Lessee assumes all risk of loss, injury, destruction or, liability whatsoever resulting from the use of such equipment. Before using, the Lessee shall determine the condition and suitability of the equipment for its intended use. The laws of the State of Illinois shall apply in construing this warranty.

20. All Payments not received by the Lessor when due from the Lessee shall bear a service charge at the rate of one and one-half (1-1/2%) percent per month.

21. In the event that Lessee breaches any of the terms of this Agreement and Lessor retains an attorney, Lessee shall be liable, in addition to any other sums due under this Agreement, for all reasonable attorneys fees and costs expended by Lessor in attempting to enforce its rights or collect amounts due under this Agreement.

I agree to the terms and conditions stated above and take full responsibility for the equipment I rented.

CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

19/06

8:00am

6:00am

2:01am

# absolute

## PRODUCTION SERVICES

<b>JOB # :</b> QUOTE	<b>Project Estimate Date :</b> 12/11/06
<b>P.O. # :</b> TBD	
<b>CLIENT :</b> Ventana Medical Systems, Inc. 1910 Innovation Park Dr. Tucson, AZ 85755 Contact: Jill Imwalle P: (520) 887-2155 F: (520) 229-4207 C:	<b>LOCATION :</b> Westin La Paloma 3800 East Sunrise Drive Tucson, AZ 85718 Contact: TBD Room: TBD P: 520-742-6000 F:
<b>SHOW :</b> It's Showtime! Break Outs <b>APS AE :</b> Paula Rouillard <b>APS PM :</b> Mendy Medlin	<b>LOAD IN :</b> 01/10/07 <b>TBD</b> <b>SHOW :</b> 1/11 - 1/14/07 <b>TBD</b> <b>LOAD OUT :</b> 01/14/07 <b>TBD</b>

LABOR IS BASED ON A TEN HOUR DAY

QTY	DAYS	VIDEO EQUIPMENT	PER DAY	SUB-TOTAL
		<b><u>VIDEO PACKAGE - FRIDAY 1/12/07</u></b>		<b><u>1,293.20</u></b>
4		1 8' Tripod Screen with Skirt		
4		1 LCD Projector 2,000 lumen		
4		1 AV Cart w/ Drape		
4		1 Wireless Mouse		
4		1 Cable Package		
		<b><u>CAMERA PACKAGE - 1/12/07</u></b>		<b><u>540.00</u></b>
1		1 Digital Camera Package		
		<b><u>VIDEO EDITING - 1/12/07</u></b>		<b><u>1,000.00</u></b>
1		1 Editing Laptop		
		<b><u>VIDEO PACKAGE - SAT 1/13 &amp; SUN 1/14/07</u></b>		<b><u>4,010.00</u></b>
5		2 8' Tripod Screen with Skirt		
5		2 LCD Projector 2,000 lumen		
5		2 AV Cart w/ Drape		
5		2 Wireless Mouse		
5		2 Cable Package		
		<b><u>THIS DOES NOT INCLUDE:</u></b> Video Source		
		<b><u>CLIENT TO PROVIDE ALL NECESSARY POWER:</u></b>		
		<b>SUB-TOTAL VIDEO:</b>		<b><u>\$6,833.20</u></b>

QTY	DAYS	STAGING EQUIPMENT	PER DAY	SUB-TOTAL
		<b><u>STAGING PACKAGE</u></b>		
		<b><u>THIS DOES NOT INCLUDE:</u></b> <b><u>CLIENT TO PROVIDE ALL NECESSARY POWER:</u></b>		
		<b>SUB-TOTAL STAGING:</b>		<b><u>                    </u></b>

# absolute

## PRODUCTION SERVICES

<b>JOB # :</b> QUOTE	<b>Project Estimate Date :</b> 12/11/06	
<b>P.O. # :</b> TBD		
<b>CLIENT :</b> Ventana Medical Systems, Inc. 1910 Innovation Park Dr. Tucson, AZ 85765 Contact: Jill Imwalle P: (520) 887-2155 F: (520) 229-4207 C:	<b>LOCATION :</b> Westin La Paloma 3800 East Sunrise Drive Tucson, AZ 85718 Contact: TBD Room: TBD P: 520-742-6000 F:	
<b>SHOW :</b> It's Showtime! Break Outs <b>APS AE :</b> Paula Rouillard <b>APS PM :</b> Mendy Medlin	<b>LOAD IN :</b> 01/10/07 <b>SHOW :</b> 1/11 - 1/14/07 <b>LOAD OUT :</b> 01/14/07	TBD TBD TBD

LABOR IS BASED ON A TEN HOUR DAY

QTY	DAYS	SOUND / AUDIO EQUIPMENT	PER DAY	SUB-TOTAL
		<b><u>AUDIO PACKAGE - FRIDAY 1/12/07</u></b>		<b><u>672.00</u></b>
4		1 Power Speaker with Stand		
4		1 UHF Wireless Microphone (Lav or Hand Held)		
4		1 Cable Package		
		<b><u>AUDIO PACKAGE - SAT 1/13 &amp; SUN 1/14/07</u></b>		<b><u>2,100.00</u></b>
5		2 Power Speaker with Stand		
5		2 UHF Wireless Microphone (Lav or Hand Held)		
5		2 Cable Package		
		<b><u>THIS DOES NOT INCLUDE:</u></b> <b><u>CLIENT TO PROVIDE ALL NECESSARY POWER:</u></b>		
		<b>SUB-TOTAL SOUND/AUDIO:</b>		<b><u>\$2,772.00</u></b>

QTY	DAYS	LIGHTING EQUIPMENT	PER DAY	SUB-TOTAL
		<b><u>LIGHTING PACKAGE</u></b>		
		<b><u>THIS DOES NOT INCLUDE:</u></b> <b><u>CLIENT TO PROVIDE ALL NECESSARY POWER:</u></b>		
		<b>SUB-TOTAL LIGHTING:</b>		<b><u>                    </u></b>

# absolute

## PRODUCTION SERVICES

A TOLAPRO.COM/NTX

<b>JOB # :</b> QUOTE <b>P.O. # :</b> TBD	<b>Project Estimate Date :</b> 12/11/06	
<b>CLIENT :</b> Ventana Medical Systems, Inc. 1910 Innovation Park Dr. Tucson, AZ 85755 Contact: Jill Imwalle P: (520) 887-2155 F: (520) 229-4207 C:	<b>LOCATION :</b> Westin La Paloma 3800 East Sunrise Drive Tucson, AZ 85718 Contact: TBD Room: TBD P: 520-742-6000 F:	
<b>SHOW :</b> It's Showtime! Break Outs <b>APS AE :</b> Paula Rouillard <b>APS PM :</b> Mendy Medlin	<b>LOAD IN :</b> 01/10/07 <b>SHOW :</b> 1/11 - 1/14/07 <b>LOAD OUT :</b> 01/14/07	TBD TBD TBD

LABOR IS BASED ON A TEN HOUR DAY

QTY	DAYS	* LABOR	RATE	SUB-TOTAL
		<b><u>LABOR PACKAGE</u></b>		<b><u>2,775.00</u></b>
		Production Manager		
		Crew Chief		
		Rigger		
1		1 Video Engineer Editing		
1		3 AV Engineer Load-In, Show, Load-Out		
1		1 Cameraman <u>See other estimate</u>		
		Lighting Designer		
		Lighting Engineer		
		Sound Engineer		
1		2 Laborer Load-In & Load-Out		

**THIS DOES NOT INCLUDE:**  
**LABOR BASED ON NON-UNION RATES**

**SUB-TOTAL LABOR: \$2,775.00**

LABOR IS BASED ON A TEN HOUR DAY

\* All Show Labor is an approximate and will be determined after a final show schedule has been determined.

**STRAIGHT TIME (ST):**  
 Between 8:00am and 5:00pm Monday thru Friday with a 10 Hour minimum day rate.

**OVER TIME (OT):**  
 Between 5:00 pm and Midnight on Saturday. Between 8:00 am and 5:00 pm on Sunday or after 10 consecutive hours of regular time per day or 40 hours of straight time have been worked.

**DOUBLE TIME (DBL):**  
 Between the hours of Midnight and 8:00 am Monday thru Sunday. Between 5:00 pm and Midnight on Sundays or after 10 consecutive hours of overtime have been worked. When a workday begins prior to 6:00 am, double time is in effect until a full 8 hour break is granted.

**TURNAROUND RATE (TR):**  
 If a technician is called back before a period of 10 hours has elapsed, the double time rate shall be paid for all work until 8 hour break period is granted.

# absolute

## PRODUCTION SERVICES

<b>JOB # :</b> QUOTE <b>P.O. # :</b> TBD	<b>Project Estimate Date :</b> 12/11/06	
<b>CLIENT :</b> Ventana Medical Systems, Inc. 1910 Innovation Park Dr. Tucson, AZ 85755 Contact: Jill Imwalle P: (520) 887-2155 F: (520) 229-4207 C:	<b>LOCATION :</b> Westin La Paloma 3800 East Sunrise Drive Tucson, AZ 85718 Contact: TBD Room: TBD P: 520-742-6000 F:	
<b>SHOW :</b> It's Showtime! Break Outs <b>APS AE :</b> Paula Rouillard <b>APS PM :</b> Mendy Medlin	<b>LOAD IN :</b> 01/10/07 <b>SHOW :</b> 1/11 - 1/14/07 <b>LOAD OUT :</b> 01/14/07	TBD TBD TBD

LABOR IS BASED ON A TEN HOUR DAY

QTY	DAYS	TRANSPORTATION	RATE	SUB-TOTAL
		<b><u>TRANSPORTATION PACKAGE</u></b>		<b><u>250.00</u></b>
1	1	Delivery/Pickup		
		<b><u>THIS DOES NOT INCLUDE:</u></b>		
			<b>SUB-TOTAL TRANSPORTATION:</b>	<b><u>\$250.00</u></b>

QTY	DAYS	SUPPLY ITEMS AND SALES	EACH	SUB-TOTAL
		<b><u>SUPPLY ITEMS AND SALES PACKAGE</u></b>		<b><u>70.00</u></b>
2	1	BetaSP Tape Stock		
		<b><u>THIS DOES NOT INCLUDE:</u></b>		
			<b>SUB-TOTAL SUPPLY ITEMS AND SALES:</b>	<b><u>\$70.00</u></b>

QTY	DAYS	MISCELLANEOUS EXPENSES	EACH	SUB-TOTAL
		<b><u>MISCELLANEOUS EXPENSES PACKAGE</u></b>		<b><u>TBD</u></b>
1	5	Hotel Accommodations -Client To Provide		
		<b><u>THIS DOES NOT INCLUDE:</u></b>		
			<b>SUB-TOTAL MISCELLANEOUS EXPENSES:</b>	<b><u>                    </u></b>

**Corporate Offices:**  
 9827 West Farragut Street  
 Rosemont, IL 60018  
 Toll Free: 877-228-4782  
 Ph: 773-992-9800  
 Fax: 773-992-9801  
[www.absolutapros.com](http://www.absolutapros.com)



# absolute

## PRODUCTION SERVICES

<b>JOB # :</b> QUOTE	<b>Project Estimate Date :</b> 12/11/06	
<b>P.O. # :</b> TBD		
<b>CLIENT :</b> Ventana Medical Systems, Inc. 1910 Innovation Park Dr. Tucson, AZ 85755 Contact: Jill Imwalle P: (520) 887-2155 F: (520) 229-4207 C:	<b>LOCATION :</b> Westin La Paloma 3800 East Sunrise Drive Tucson, AZ 85718 Contact: TBD Room: TBD P: 520-742-6000 F:	
<b>SHOW :</b> It's Showtime! Break Outs	<b>LOAD IN :</b> 01/10/07	TBD
<b>APS AE :</b> Paula Rouillard	<b>SHOW :</b> 1/11 - 1/14/07	TBD
<b>APS PM :</b> Mendy Medlin	<b>LOAD OUT :</b> 01/14/07	TBD

**LABOR IS BASED ON A TEN HOUR DAY**

### SUMMARY PAGE

SUB-TOTAL VIDEO:	\$6,833.20
SUB-TOTAL STAGING:	
SUB-TOTAL SOUND/AUDIO:	\$2,772.00
SUB-TOTAL LIGHTING:	
SUB-TOTAL RENTAL EQUIPMENT:	\$9,605.20
8% TAX:	\$768.42
<b>TOTAL RENTAL EQUIPMENT:</b>	<b>\$10,373.62</b>
SUB-TOTAL LABOR:	\$2,775.00
SUB-TOTAL TRANSPORTATION:	\$250.00
SUB-TOTAL SUPPLY ITEMS AND SALES:	\$70.00
9% ILLINOIS SALES TAX:	\$6.30
SUB-TOTAL MISCELLANEOUS EXPENSES:	
<b>GRAND TOTAL OF THIS PROJECT ESTIMATE:</b>	<b>\$13,474.92</b>

**Conditions of Project Estimate:**

The above prices are guaranteed for a 48 hour period from the "Project Estimate Date".  
To confirm this "Project Estimate" into a contract, please sign this page and  
return to Absolute Production Services via the fax.

**Payment terms:**

A 50% deposit is due 10 days prior to the start of the show or upon signing of this  
"Project Estimate", whichever is later, unless credit terms have been arranged.  
Final Payment is due upon delivery of equipment.

**Accepted Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Accepted Printed Name:** \_\_\_\_\_

*I also agree to the Terms and Conditions attached to this estimate.*

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Rosemont, IL 60018  
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Fax: 773-992-9801  
[www.absolutepros.com](http://www.absolutepros.com)

# absolute PRODUCTION SERVICES

<b>JOB # :</b> QUOTE <b>P.O. # :</b> TBD	<b>Project Estimate Date :</b> 12/11/06	
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<b>SHOW :</b> It's Showtime! Break Outs <b>APS AE :</b> Paula Rouillard <b>APS PM :</b> Mendy Medlin	<b>LOAD IN :</b> 01/10/07 <b>SHOW :</b> 1/11 - 1/14/07 <b>LOAD OUT :</b> 01/14/07	TBD TBD TBD

**LABOR IS BASED ON A TEN HOUR DAY**

### AGREEMENT – TERMS AND CONDITIONS

American Audio Visual Co. d/b/a Absolute Production Services (APS/AAV) (Lessor) hereby leases to the "Customer" (Lessee) the equipment as herein specified upon the terms and conditions as set forth in this Agreement.

Lessee acknowledges and agrees as follows:

1. (A) The Lessee shall, at his own expense, protect, keep and maintain, in his own custody, the equipment herein rented, in good order as when received, ordinary wear and tear excepted.  
 (B) In the event the equipment is destroyed or damaged by any means, or is lost, stolen or missing, the Lessee shall for with replace the same with equipment of equal value, and like kind and quality, and upon his failure to do so shall be liable to the Lessor for the replacement value or the cost thereof as determined by actual cost to the Lessor to replace or repair the same.
2. (A) The Lessee agrees to assume full responsibility and liability for the safekeeping and return to Lessor's premises the equipment herein rented. Said equipment is used at Lessee's sole risk and Lessee will indemnify and hold Lessor harmless from any and all liability, claims, costs, and expenses arising out of Lessee's use or possession of the equipment.  
 (B) In addition to the foregoing, the Lessee agrees to pay the Lessor a sum equal to the rental rate herein charged for the loss of use during such time that the Lessor is deprived of the equipment, computed to the date of restoration, whether or not the equipment is replaced or repaired.
3. Lessee acknowledges that he has examined and tested the equipment and that the same is in good, workable mechanical condition, and accepts the same in its present condition, and without any rental reduction or claim thereafter, Lessee agrees to immediately notify Lessor of any equipment not in good workable condition and to return all equipment not in workable condition for exchange at Lessee's own cost and expense.
4. It shall be lawful for the Lessor, or its agents, at all reasonable times to enter the premises upon which the equipment is kept to the purpose of viewing the condition of said equipment and assuring Lessor of the security and safety thereof.
5. (A) If the Lessee shall default on any of the terms, covenants and conditions herein or in timely making any of the payment aforesaid, or if any execution or other writ or process shall be issued in any action or proceeding against the Lessee whereby the said equipment may be seized or taken, or distained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or his property or if the Lessee shall enter into arrangement or composition with his creditors, or in the event that any judgment is obtained against the lessee, then, and in such event, the Lessor shall have the option of declaring this agreement terminated, and the Lessor may, without notice or demand, by process of the law or otherwise retake possession of said equipment and, for such purpose, Lessor, its agent or employees, may enter upon any premises where said equipment may be, and remove the same there from, with or without force, and with or without notice of intention to retake the same, without being liable to any suit or action or other proceedings by the Lessee.  
 (B) Nothing contained herein shall be construed to bar or prevent the Lessor, in the event of money being due it for rental, repair, replacement, or other costs, from suing and recovering the money due it and from repossessing the equipment at the cost and expense of the Lessee. Any and all of the said remedies are expressly permitted, consented to and authorized by the Lessee. No remedy herein or otherwise conferred upon or reserved to Lessor shall be considered to exclude or suspend any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute and every power and remedy given by the Rental Agreement to Lessor may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.
6. Regardless of civil disturbance, acts of god or rescheduling, "Cancellations" must be received in writing by the Lessee and are based on the number of days prior to the event show date and a % of the signed quotation grand total. If cancellation occurs 15 business days or more prior to the show date, a 0% service charge will be assessed. If cancellation occurs 11-14 business days prior to the show date, a 25% service charge will be assessed. If cancellation occurs 6-10 business days prior to the show date, a 50% service charge will be assessed. If cancellation occurs 1-5 business days prior to the show date, a 75% service charge will be assessed and if the event is in progress, 100% service charge will be assessed.
7. To secure the payment of all money due the Lessor as and for the rental or damages due hereunder, Lessee's hereby authorizes irrevocably any attorney of any court of record to appear for Lessee in such court, in term time or vacation at any time

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[www.absolutepros.com](http://www.absolutepros.com)

4. It shall be lawful for the Lessor, or its agents, at all reasonable times to enter the premises upon which the equipment is kept to the purpose of viewing the condition of said equipment and assuring Lessor of the security and safety thereof.

5. (A) If the Lessee shall default on any of the terms, covenants and conditions herein or in timely making any of the payment aforesaid, or if any execution or other writ or process shall be issued in any action or proceeding against the Lessee whereby the said equipment may be seized or taken, or distained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or his property or if the Lessee shall enter into arrangement or composition with his creditors, or in the event that any judgment is obtained against the lessee, then, and in such event, the Lessor shall have the option of declaring this agreement terminated, and the Lessor may, without notice or demand, by process of the law or otherwise retake possession of said equipment and, for such purpose, Lessor, its agent or employees, may enter upon any premises where said equipment may be, and remove the same there from, with or without force, and with or without notice of intention to retake the same, without being liable to any suit or action or other proceedings by the Lessee.

(B) Nothing contained herein shall be construed to bar or prevent the Lessor, in the event of money being due it for rental, repair, replacement, or other costs, from suing and recovering the money due it and from repossessing the equipment at the cost and expense of the Lessee. Any and all of the said remedies are expressly permitted, consented to and authorized by the Lessee. No remedy herein or otherwise conferred upon or reserved to Lessor shall be considered to exclude or suspend any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute and every power and remedy given by the Rental Agreement to Lessor may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

6. Regardless of civil disturbance, acts of god or rescheduling, "Cancellations" must be received in writing by the Lessee and are based on the number of days prior to the event show date and a % of the signed quotation grand total. If cancellation occurs 15 business days or more prior to the show date, a 0% service charge will be assessed. If cancellation occurs 11-14 business days prior to the show date, a 25% service charge will be assessed. If cancellation occurs 6-10 business days prior to the show date, a 50% service charge will be assessed. If cancellation occurs 1-5 business days prior to the show date, a 75% service charge will be assessed and if the event is in progress, 100% service charge will be assessed.

7. To secure the payment of all money due the Lessor as and for the rental or damages due hereunder, Lessee's hereby costs and reasonable attorney fees, and to waive and release all errors which may intervene in any such proceedings and consent to immediate execution upon such judgement hereby ratifying and confirming all that said attorney may do by virtue thereof, hereby releasing all error and waiving the right to appeal to the extent that the same is permitted by law.

8. The acceptance of the return of the equipment is not a waiver by Lessor of any claims that it may have against the Lessee, nor a waiver of claims for latent or patent damages to the equipment.

9. This agreement comprises and contains the entire agreement between parties, including warranties and representations, if any, and may not be amended or modified, except by another agreement in writing, signed by both parties to this agreement.

10. Time is of the essence of this agreement.

11. The use of the personal pronoun shall include the masculine, feminine and neuter gender.

12. The parties hereto agree this agreement shall be construed in accordance with the laws of the State of Illinois.

13. Lessee agrees to pay any and all transaction taxes imposed by the City of Chicago on all rental equipment used in the corporate limits of the City of Chicago.

14. Lessee shall pay all state and local taxes, including but not limited to any rental tax or sales tax, which taxes are in addition to the rent specified in this agreement.

15. All equipment charges are based on total number of days.

16. All prices are F.O.B. Rosemont, Illinois.

17. Local pick-up and delivery charges are extra and vary with circumstances, but will be quoted in advance.

18. Insurance for full replacement value of equipment is the responsibility of the Lessee.

19. All projection lamps, new or used, must be returned to APS/AAV for credit or Lessee will be billed for the same. No warranty is applicable to the equipment and no other warranties are expressed or implied, including warranty of merchantability or fitness for a particular purpose and for other obligation or liability on the part of APS/AAV. APS/AAV neither assumes nor authorizes any person to assume for it any other obligation or liability with such equipment. APS/AAV shall in no event be liable for any injury, loss or damage, direct or consequential, arising out of the use or the inability to use the equipment, whether, used singly or in connection with any other equipment. The Lessee assumes all risk of loss, injury, destruction or, liability whatsoever resulting from the use of such equipment. Before using, the Lessee shall determine the condition and suitability of the equipment for its intended use. The laws of the State of Illinois shall apply in construing this warranty.

20. All Payments not received by the Lessor when due from the Lessee shall bear a service charge at the rate of one and one-half (1-1/2%) percent per month.

21. In the event that Lessee breaches any of the terms of this Agreement and Lessor retains an attorney, Lessee shall be liable, in addition to any other sums due under this Agreement, for all reasonable attorneys fees and costs expended by Lessor in attempting to enforce its rights or collect amounts due under this Agreement.

I agree to the terms and conditions stated above and take full responsibility for the equipment I rented.

106  
TBD  
TBD  
TBD

CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_

# **EXHIBIT D**



8040 E. Morgan Trall, Suite 25, Scottsdale, AZ 85258  
 Phone: (480) 585-4652 Fax: (480) 473-9811  
 Tax ID: 84-1334309

## EVENT MANAGEMENT PROPOSAL

<b>PROPOSAL DATE:</b>	12/22/2006
<b>PROPOSAL NO.:</b>	VENT0005
<b>PO NO.:</b>	Verbal
<b>TERMS:</b>	50% Deposit, Balance Net 30
<b>DUE DATE:</b>	1/21/2006

PROPOSAL TO
Ventana Medical Systems Attn: Jill Imwalle 1910 Innovation Park Drive Tucson, AZ 85737

EVENT DETAILS
2007 International Sales Conference Tucson, AZ January 11 - January 15, 2007

CONTRACTED SERVICES PROVIDED	
Meeting Management, Planning and Coordination	\$5,500.00
Pre-Event Promotional Communication	\$0.00
Pre-Event Registration & Post Event Communications	\$0.00
Hotel Rooms and Function Space	\$500.00
Coordination of Transportation	\$0.00
Food and Beverage	\$0.00
AV & Staging - Entertainment	\$105,500.00
Room Décor	\$0.00
On-Site Meeting Management	\$3,000.00
Display Properties & Management	\$0.00
Program Collateral Materials	\$2,000.00
Room Gifts	\$0.00
Site Route Inspection	\$0.00
Program Staffing	\$10,000.00
On-Site Registration / Hospitality Desk Management	\$0.00
Communications	\$865.00
Taxes, Gratuities and Insurance	\$0.00
Equipment	\$0.00
Security	\$0.00
<b>Event Sub-Total</b>	<b>\$127,365.00</b>
Approved Change Orders	\$0.00
5% Administrative Fee	\$19,104.75
<b>Total Event Invoice</b>	<b>\$146,469.75</b>
Event Deposit	\$0.00
<b>Balance Due</b>	<b>\$146,469.75</b>

*We are a reporting agency to Dun & Bradstreet. Failure to pay our invoice within our terms may affect your credit rating. If the Buyer is in default in making payment, Premier Event Management Inc. shall without special notice and without prejudice to its right to claim further damages, be entitled to charge compound interest at the rate of 1.5% per calendar month for the period the payment is overdue. Premier may also decline to make further services in any way affecting its rights under, or repudiating, the contract.*

# 2007 Ventana International Sales Meeting

Pre-Event Management, Planning and Coordination		Qty	Number of Units	Rate	
<b>Pre-Event Client Event Strategy and Planning Meetings</b>					
	Conference Calls	0.00	0.00	\$0.00	\$0.00
	Russell	3.00	1.00	\$550.00	\$1,650.00
	David	5.00	1.00	\$500.00	\$2,500.00
		0.00	0.00	\$500.00	\$0.00
		0.00	0.00	\$500.00	\$0.00
	Miscellaneous (Billed as Actual)	5.00	1.00	\$100.00	\$500.00
<b>Internal Pre-Event Project Management Meetings</b>					
	Conference Calls				\$0.00
	Russell	1.00	0.50	\$550.00	\$275.00
	David	1.00	0.50	\$500.00	\$250.00
		0.00	0.00	\$500.00	\$0.00
		0.00	0.00	\$500.00	\$0.00
	Miscellaneous (Billed as Actual)	0.00	0.00	\$0.00	\$0.00
<b>Pre-Event Team Meetings</b>					
	Conference Calls	0.00	0.00	\$0.00	\$0.00
	Russell	0.00	0.00	\$550.00	\$0.00
	David	0.00	0.00	\$500.00	\$0.00
	Amy	0.00	0.50	\$500.00	\$0.00
	Judy	0.00	0.50	\$500.00	\$0.00
<b>Pre-Event Vendor Management</b>					
	Vendor Management & Coordination	0.00	1.00	\$500.00	\$0.00
<b>Pre-Event Administration</b>					
	Administration	0.00	0.00	\$500.00	\$0.00
	Mailing	0.00	0.00	\$500.00	\$0.00
<b>Post-Event Reconciliation</b>					
	Reconciliation	0.40	1.00	\$500.00	\$200.00
	Accounting	0.00	1.00	\$500.00	\$0.00
	Billing	0.25	1.00	\$500.00	\$125.00
<b>Pre-Event Management, Planning and Coordination Sub-Total</b>					<b>\$5,500.00</b>
Pre-Event Attendee Communications		Qty	Number of Units	Rate	
<b>Save the Date Announcement</b>					
	Save the Date Announcement	0.00	0.00	\$0.00	\$0.00
<b>Pre-Event Transportation Announcement</b>					
	Writing Time (Per Hour)	0.00	1.00	\$60.00	\$0.00
	Logistics	0.00	1.00	\$500.00	\$0.00
	Supplies (Billed as Actual)	0.00	0.00	\$0.00	\$0.00
<b>Pre-Event Communications</b>					
	Writing Time (Per Hour)	0.00	1.00	\$60.00	\$0.00
	Logistics	0.00	1.00	\$500.00	\$0.00
	Supplies (Billed as Actual)	0.00	0.00	\$0.00	\$0.00
<b>Pre-Event Attendee Communications Sub-Total</b>					<b>\$0.00</b>

000007

Pre-Event Registration & Post Event Communications		Qty	Number of Units	Rate	
<b>Custom On-Line Registration Website</b>					
	Logistics	0.00	0.00	\$500.00	\$0.00
	Supplies (Billed as Actual)	0.00	0.00	\$0.00	\$0.00
	Participant Registration Charge	0.00	0.00	\$0.00	\$0.00
<b>Reporting Updates</b>					
	Logistics	0.00	0.00	\$500.00	\$0.00
	Computer Tracking/Reporting	0.00	1.00	\$500.00	\$0.00
<b>Follow Up Questionnaire</b>					
	Questionnaire Creation	0.00	0.00	\$500.00	\$0.00
	Questionnaire Tabulation	0.00	0.00	\$500.00	\$0.00
	Questionnaire Reporting	0.00	0.00	\$500.00	\$0.00
	Questionnaire Supplies (Billed as Actual)	0.00	0.00	\$0.00	\$0.00
<b>Pre-Event Registration &amp; Post Event Communications Sub-Total</b>					<b>\$0.00</b>
Hotel Rooms and Function Space		Qty	Number of Units	Rate	
<b>Pre-Event Hotel Management</b>					
	Hotel Room Management	0.00	0.00	\$500.00	\$0.00
	Function Space Management	0.00	0.00	\$500.00	\$0.00
	Event Office Management	0.00	0.00	\$500.00	\$0.00
<b>Event Hotel Room Costs</b>					
	Ventana Event Staff	0.00	0.00	\$0.00	\$0.00
	NACO Attendees	0.00	0.00	\$0.00	\$0.00
	VIPs	0.00	0.00	\$0.00	\$0.00
	Guests	0.00	0.00	\$0.00	\$0.00
<b>Event Function Space Costs</b>					
	Ballroom	0.00	0.00	\$0.00	\$0.00
	Breakout Rooms	0.00	0.00	\$0.00	\$0.00
	Internet	0.00	0.00	\$0.00	\$0.00
	Power	0.00	0.00	\$0.00	\$0.00
	Parking Space	0.00	0.00	\$0.00	\$0.00
	Dining Space	0.00	0.00	\$0.00	\$0.00
	Fax/Phone Lines	0.00	0.00	\$0.00	\$0.00
<b>Post-Event Reconciliation</b>					
	Post-Event Logistics	0.00	0.00	\$500.00	\$0.00
<b>On-Site Office Space</b>					
	Office Room Rate	0.00	0.00	\$0.00	\$0.00
	Internet	0.00	0.00	\$0.00	\$0.00
	Fax/Phone Lines	0.00	0.00	\$0.00	\$0.00
	Printer Rental	1.00	1.00	\$500.00	\$500.00
	Office Supplies Rental	0.00	1.00	\$250.00	\$0.00
<b>Hotel Rooms and Function Space Sub-Total</b>					<b>\$500.00</b>
<b>Coordination of Transportation</b>					
<b>Pre-Event Transportation Management</b>					
	Logistics and Research (AM)	0.00	1.00	\$500.00	\$0.00
	Logistics and Research (LM)	0.00	0.00	\$500.00	\$0.00

000008

Event Transportation Management					
	Program Properties Transportation	0.00	0.00	\$0.00	\$0.00
	NACO Airport Arrivals	0.00	1.00	\$5,000.00	\$0.00
	NACO Airport Departures	0.00	1.00	\$5,000.00	\$0.00
	Additional Attendee Transportation	0.00	0.00	\$0.00	\$0.00
	VIP Transportation	0.00	1.00	\$100.00	\$0.00
<b>Coordination of Transportation Sub-Total</b>					<b>\$0.00</b>
Food and Beverage					
Pre-Event Food and Beverage Management					
	Catering Manager (AM)	0.00	0.00	\$500.00	\$0.00
	Catering Manager (LM)	0.00	0.00	\$500.00	\$0.00
Event Food and Beverage Management					
	Pre-Event Meals	0.00	0.00	\$0.00	\$0.00
	Welcome Reception Food	0.00	0.00	\$0.00	\$0.00
	Welcome Reception Beverage	0.00	0.00	\$0.00	\$0.00
	Friday Breakfast	0.00	0.00	\$0.00	\$0.00
	Friday Lunch	0.00	0.00	\$0.00	\$0.00
	Friday Dinner Reception	0.00	0.00	\$0.00	\$0.00
	Friday Dinner	0.00	0.00	\$0.00	\$0.00
	Friday Dinner Beverage	0.00	0.00	\$0.00	\$0.00
	Saturday Breakfast	0.00	0.00	\$0.00	\$0.00
	Saturday Lunch	0.00	0.00	\$0.00	\$0.00
	Saturday Dinner	0.00	0.00	\$0.00	\$0.00
	Saturday Dinner Beverage	0.00	0.00	\$0.00	\$0.00
	Sunday Breakfast	0.00	0.00	\$0.00	\$0.00
	Sunday Lunch	0.00	0.00	\$0.00	\$0.00
	Sunday Dinner	0.00	0.00	\$0.00	\$0.00
	Sunday Dinner Beverage	0.00	0.00	\$0.00	\$0.00
	Monday Breakfast	0.00	0.00	\$0.00	\$0.00
	Other	0.00	0.00	\$0.00	\$0.00
	Other	0.00	0.00	\$0.00	\$0.00
	Other	0.00	0.00	\$0.00	\$0.00
	Program Refreshment Breaks	0.00	0.00	\$0.00	\$0.00
	Special Order Meals	0.00	0.00	\$0.00	\$0.00
	Staff Meals	0.00	0.00	\$0.00	\$0.00
VIP Food and Beverage					
	Welcome Baskets & Refreshments	0.00	0.00	\$0.00	\$0.00
	Room Service	0.00	0.00	\$0.00	\$0.00
	Special Services	0.00	0.00	\$0.00	\$0.00
Breakout Session Refreshments					
	Breakout Session Refreshments	0.00	0.00	\$0.00	\$0.00
<b>Food and Beverage Sub-Total</b>					<b>\$0.00</b>
AV & Staging					
		Qty	Number of Units	Rate	
Pre-Event AV & Staging/Entertainment					
	AV Logistics (AM)	1.00	1.00	\$500.00	\$500.00
	AV Logistics (LM)	0.00	0.00	\$500.00	\$0.00

600000



General Session AV & Staging					
	Rigging	0.00	1.00	\$3,000.00	\$0.00
	Power	1.00	1.00	\$2,000.00	\$2,000.00
	Set Design	1.00	1.00	\$18,600.00	\$18,600.00
	Video and Video Camera Production	1.00	1.00	\$15,143.00	\$15,143.00
	Sound and Audio Package	1.00	1.00	\$5,885.00	\$5,885.00
	Lighting Package	1.00	1.00	\$5,049.00	\$5,049.00
	Labor Package	1.00	1.00	\$29,443.00	\$29,443.00
	Transportation Package	1.00	1.00	\$0.00	\$0.00
	Tape Stock	1.00	1.00	\$0.00	\$0.00
	Friday Video Tape Role Plays	1.00	1.00	\$4,280.00	\$4,280.00
Welcome Reception					
	Speakers, Amplifier, CD Player, Wireless Microphone, Mixer and Labor for setup, teardown and stand by.	1.00	1.00	\$1,000.00	\$1,000.00
Breakout Sessions					
	Four rooms on 1/12, five rooms on 1/13 and five rooms on 1/14: Lumen LCD Projector, 2 Wireless Lavaliers, Sound System, 8' Tripod screen, Flipcharts and wireless mouse (3 currently). Labor to setup and strike.	14.00	1.00	\$971.43	\$13,600.00
Video Production					
	Video Production (TBD, Estimate for Opening Trailers and video editing)	1.00	1.00	\$10,000.00	\$10,000.00
<b>AV &amp; Staging Sub-Total</b>					<b>\$105,500.00</b>
Room Décor		Qty	Number of Units	Rate	
Table Décor					
	Table Labels	0.00	0.00	\$0.00	\$0.00
	China	0.00	0.00	\$0.00	\$0.00
	Silverware	0.00	0.00	\$0.00	\$0.00
	Napkins	0.00	0.00	\$0.00	\$0.00
	Tablecloths	0.00	0.00	\$0.00	\$0.00
	Table Gifts	0.00	0.00	\$0.00	\$0.00
Room Décor					
	Centerpieces	0.00	0.00	\$0.00	\$0.00
	Artwork	0.00	0.00	\$0.00	\$0.00
	Special Lighting	0.00	0.00	\$0.00	\$0.00
	Trees	0.00	0.00	\$0.00	\$0.00
	Plants and Flowers	0.00	0.00	\$0.00	\$0.00
	Signage	0.00	0.00	\$0.00	\$0.00
	Creative Signage	0.00	0.00	\$0.00	\$0.00
	Posters	0.00	0.00	\$0.00	\$0.00
	Banners/Flags	0.00	0.00	\$0.00	\$0.00
	Miscellaneous Decorative Items	0.00	0.00	\$0.00	\$0.00
Display Items					
	Kiosks	0.00	0.00	\$0.00	\$0.00
	Product Displays	0.00	0.00	\$0.00	\$0.00

000010

<b>Flooring</b>					
	Flooring	0.00	0.00	\$0.00	\$0.00
<b>Shipping/Delivery Charge</b>					
	Shipping/Delivery Charge	0.00	0.00	\$0.00	\$0.00
<b>Room Décor Sub-Total</b>					<b>\$0.00</b>
<b>Program Entertainment &amp; Team Building Management</b>					
		Qty	Number of Days	Rate	
<b>Pre-Event Program Entertainment Management</b>					
	Pre-Event Logistics	0.00	0.00	\$500.00	\$0.00
<b>Program Entertainment</b>					
	Opening Motivational Speaker	0.00	1.00	\$15,000.00	\$0.00
	Oscar Night MC	0.00	1.00	\$5,000.00	\$0.00
	DJ for Group Night	1.00	1.00	\$1,000.00	\$1,000.00
	Movie Night Band	1.00	1.00	\$2,000.00	\$2,000.00
<b>Team Building Activity</b>					
	Team Building Activity	0.00	0.00	\$0.00	\$0.00
<b>Program Entertainment &amp; Team Building Management Sub-Total</b>					<b>\$3,000.00</b>
<b>Display Properties &amp; Management</b>					
<b>Pre-Event Display Properties Management</b>					
	Pre-Event Display Properties Logistics (AM)	0.00	0.00	\$500.00	\$0.00
	Pre-Event Display Properties Logistics (LM)	0.00	0.00	\$500.00	\$0.00
<b>Fleet Management</b>					
	Fleet Management Logistics	0.00	0.00	\$500.00	\$0.00
<b>Display Properties</b>					
	Properties	0.00	0.00	\$0.00	\$0.00
	Properties	0.00	0.00	\$0.00	\$0.00
<b>Display Properties &amp; Management Sub-Total</b>					<b>\$0.00</b>
<b>Program Collateral Materials</b>					
		Qty	Number of Units	Rate	
<b>Pre-Event Program Collateral Materials Management</b>					
	Program Collateral Logistics	0.00	0.00	\$500.00	\$0.00
	Logo Creative	0.00	0.00	\$500.00	\$0.00
	Collateral Creative	0.00	0.00	\$500.00	\$0.00
	Program / Agenda Creative	0.00	0.00	\$500.00	\$0.00
	Nametags Creative	0.00	0.00	\$500.00	\$0.00
	Breakout Materials Creative	0.00	0.00	\$500.00	\$0.00
<b>Printing / Production Costs</b>					
	Program / Agenda Printing	0.00	0.00	\$0.00	\$0.00
	Nametag Production	0.00	0.00	\$0.00	\$0.00
	Breakout Materials Printing	0.00	0.00	\$0.00	\$0.00
	Event Jump Drives	0.00	0.00	\$0.00	\$0.00
	Hotel Maps	0.00	0.00	\$0.00	\$0.00
	Conference Room Maps	0.00	0.00	\$0.00	\$0.00
	Additional Printing	0.00	0.00	\$0.00	\$0.00
	Miscellaneous Printing	0.00	0.00	\$0.00	\$0.00
<b>Mailing Materials</b>					
	Creative	0.00	0.00	\$0.00	\$0.00

	Mailing Production	0.00	0.00	\$0.00	\$0.00
<b>Signage</b>					
	Signage Creative	8.00	1.00	\$100.00	\$800.00
	Directional Signage	20.00	1.00	\$50.00	\$1,000.00
	Meeting Room Signage	0.00	0.00	\$0.00	\$0.00
	Award / Oscar Night Signage	2.00	1.00	\$100.00	\$200.00
		0.00	0.00	\$0.00	\$0.00
<b>PowerPoint Template</b>					
	Creative	0.00	0.00	\$0.00	\$0.00
	Production	0.00	0.00	\$0.00	\$0.00
<b>Program Materials Shipping</b>					
	Shipping Costs	0.00	0.00	\$0.00	\$0.00
<b>Program Collateral Materials Sub-Total</b>					<b>\$2,000.00</b>
<b>Oscar &amp; Room Gifts</b>					
<b>Pre-Event Oscar &amp; Room Gifts Logistics</b>					
	Room Gift Logistics	0.00	0.00	\$500.00	\$0.00
<b>Oscar &amp; Room Gifts</b>					
	Oscar & Room Gifts	0.00	0.00	\$0.00	\$0.00
<b>Gift Delivery Costs</b>					
	Gift Delivery Costs	0.00	0.00	\$0.00	\$0.00
<b>Oscar &amp; Room Gifts Sub-Total</b>					<b>\$0.00</b>
<b>Oscar Night Planning, Scripting and Materials</b>					
<b>Pre-Event Oscar Night Logistics</b>					
	Oscar Night Planning & Logistics	0.00	0.00	\$500.00	\$0.00
<b>Oscar Night Scripting &amp; Materials</b>					
	Scripting	0.00	1.00	\$500.00	\$0.00
	Oscar Night Signage	0.00	1.00	\$100.00	\$0.00
	Red Carpet (Included in AV Staging)	0.00	1.00	\$500.00	\$0.00
	Velvet Rope and Stanchions (Hotel to provide)	0.00	1.00	\$250.00	\$0.00
	Ventana Gold Statues	0.00	1.00	\$500.00	\$0.00
	Oscar Night Band	0.00	1.00	\$2,000.00	\$0.00
	Misc Expenses	0.00	0.00	\$0.00	\$0.00
<b>Oscar Night Planning, Scripting and Materials Sub-Total</b>					<b>\$0.00</b>
<b>Program Staffing</b>					
Event Start Date:		1/11/2007	Event End Date:		1/15/2007
<b>Program Staffing Logistics</b>					
	Program Staffing Logistics	0.00	0.00	\$500.00	\$0.00
<b>Program Staffing</b>					
	On-Site Coordinator	1.00	5.50	\$575.00	\$3,162.50
	Transportation Coordinator (Assist on other items Fr-Sun, Catering)	0.00	6.00	\$525.00	\$0.00
	Transportation Coordinator (Assist on other items Fr-Sun, Meeting Rooms)	0.00	6.00	\$525.00	\$0.00
	Stage Manager	1.00	6.00	\$525.00	\$3,150.00
	Logistics / Site Manager	0.00	5.50	\$525.00	\$0.00

000012

Event Office Manager / Coordinator Asst	1.00	5.50	\$525.00	\$2,887.50
Registration Staff / Directional Staff / Paparazzi / Party Night	0.00	5.00	\$475.00	\$0.00
Registration Staff / Directional Staff / Paparazzi / Party Night	0.00	5.00	\$475.00	\$0.00
Registration Staff / Directional Staff / Paparazzi / Party Night	0.00	4.50	\$475.00	\$0.00
Registration Staff / Directional Staff / Paparazzi / Party Night	0.00	4.50	\$475.00	\$0.00
Airport Greeter	0.00	1.00	\$475.00	\$0.00
Airport Greeter	0.00	1.00	\$475.00	\$0.00
Airport Greeter	0.00	1.00	\$475.00	\$0.00
Airport Greeter	0.00	1.00	\$475.00	\$0.00
	0.00	0.00	\$0.00	\$0.00
	0.00	0.00	\$0.00	\$0.00
	0.00	0.00	\$0.00	\$0.00
<b>Staff Uniforms</b>				
Crew Uniforms	0.00	1.00	\$25.00	\$0.00
<b>Staff Travel</b>				
Travel Logistics	0.00	0.00	\$500.00	\$0.00
Staff Flights	1.00	1.00	\$400.00	\$400.00
Staff Ground Transportation	4.00	1.00	\$100.00	\$400.00
Staff Hotel Rooms	0.00	1.00	\$175.00	\$0.00
Misc. Tolls and Parking	0.00	6.00	\$10.00	\$0.00
<b>Program Staffing Sub-Total</b>				<b>\$10,000.00</b>
<b>On-Site Registration / Hospitality Desk Management</b>	<b>Qty</b>	<b>Number of Units</b>	<b>Rate</b>	
<b>Pre-Event On-Site Registration and Hospitality Desk Management</b>				
Pre-Event Registration & Hospitality Logistics	0.00	0.00	\$500.00	\$0.00
<b>Event On-Site Registration and Hospitality Desk Management</b>				
Registration and Hospitality Logistics	0.00	0.00	\$0.00	\$0.00
<b>Registration and Hospitality Supplies</b>				
Phone at Desk	0.00	0.00	\$0.00	\$0.00
Internet	0.00	0.00	\$0.00	\$0.00
Supplies	0.00	0.00	\$0.00	\$0.00
Computers	0.00	0.00	\$0.00	\$0.00
Signage	0.00	0.00	\$0.00	\$0.00
<b>On-Site Registration / Hospitality Desk Management Sub-Total</b>				<b>\$0.00</b>
<b>Communications</b>				
<b>Communications Logistics</b>				
Communications Logistics	0.00	1.00	\$500.00	\$0.00
<b>Communications</b>				
Radios	15.00	1.00	\$50.00	\$750.00
Headsets	15.00	1.00	\$1.00	\$15.00
Satellite Phones	0.00	0.00	\$0.00	\$0.00
Satellite Phone Minutes	0.00	0.00	\$0.00	\$0.00
Satellite Phone Insurance	0.00	0.00	\$0.00	\$0.00

000013

Communications Shipping					
	Shipping Costs	1.00	1.00	\$100.00	\$100.00
<b>Communications Sub-Total</b>					<b>\$885.00</b>
<b>Taxes, Gratuities and Insurance</b>		<b>Qty</b>	<b>Number of Units</b>	<b>Rate</b>	
Taxes, Gratuities and Insurance					\$0.00
<b>Taxes, Gratuities and Insurance Sub-Total</b>					<b>\$0.00</b>
<b>Equipment</b>		<b>Qty</b>	<b>Number of Units</b>	<b>Rate</b>	
Pre-Event Equipment Logistics					
	Pre-Event Equipment Logistics	0.00	0.00	\$500.00	\$0.00
Event Equipment					
	TBD	0.00	0.00	\$0.00	\$0.00
	TBD	0.00	0.00	\$0.00	\$0.00
	TBD	0.00	0.00	\$0.00	\$0.00
	TBD	0.00	0.00	\$0.00	\$0.00
	TBD	0.00	0.00	\$0.00	\$0.00
	Miscellaneous Event Items (Billed as Actual)	0.00	0.00	\$0.00	\$0.00
<b>Equipment Sub-Total</b>					<b>\$0.00</b>
<b>Security</b>		<b>Qty</b>	<b>Number of Units</b>	<b>Rate</b>	
Pre-Event Security Logistics					
	Pre-Event Security Logistics	0.00	0.00	\$0.00	\$0.00
Security Officers					
	Officers (Location 1)	0.00	0.00	\$0.00	\$0.00
	Officers (Location 2)	0.00	0.00	\$0.00	\$0.00
	Officers (Location 3)	0.00	0.00	\$0.00	\$0.00
<b>Security Sub-Total</b>					<b>\$0.00</b>
<b>Event Sub-Total</b>					<b>\$127,365.00</b>
<b>Approved Change Orders</b>		<b>Qty</b>	<b>Number of Units</b>	<b>Rate</b>	
Change Order #1					
	TBD	0.00	0.00	\$0.00	\$0.00
Change Order #2					
	TBD	0.00	0.00	\$0.00	\$0.00
Change Order #3					
	TBD	0.00	0.00	\$0.00	\$0.00
<b>Approved Change Order Sub-Total</b>					<b>\$0.00</b>
<b>Total Event Sub-Total</b>					<b>\$127,365.00</b>
15% Administrative Fee					\$19,104.75
<b>Total Event Proposal</b>					<b>\$146,469.75</b>

# **EXHIBIT E**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

AMERICAN AUDIO VISUAL CO. d/b/a  
ABSOLUTE PRODUCTION SERVICES,

Plaintiff,

v.

PAULA A. ROUILLARD and MARKETING  
GROUP WEST,

Defendants.

No. 07 C 4948

Judge Coar  
Magistrate Judge Keys

**FIRST AMENDED COMPLAINT**

Plaintiff AMERICAN AUDIO VISUAL CO. d/b/a ABSOLUTE PRODUCTION SERVICES, CO. ("APS"), by undersigned counsel, complains of Defendants PAULA A. ROUILLARD ("Rouillard") and MARKETING GROUP WEST ("MGW") as follows:

**PARTIES**

1. Plaintiff APS is an Illinois corporation organized and existing under the laws of Illinois with its principal place of business at 9827 West Farragut Street in Rosemont, Illinois. APS is engaged in the business of providing coordination and audio/visual production services for major corporate events such as corporate meetings, trade shows, and brand roll-outs.
2. Defendant Rouillard is a natural person and former employee of Plaintiff APS with her primary residence at 4010 West Carol Avenue, Phoenix, Arizona 85051.
3. Defendant MGW is a California corporation with its principal place of business at 3223 Crow Canyon Road, San Ramon, California 94583.

**JURISDICTION**

4. This court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 based upon the complete diversity of citizenship between Plaintiff and Defendants and because the amount in controversy, exclusive of interest and costs, exceeds \$75,000.00.

5. Venue is proper in this case because a substantial part of the events or omissions giving rise to the claim occurred in Cook County, Illinois. 28 U.S.C. §1391.

**STATEMENT OF FACTS AS TO ALL COUNTS**

6. In April, 2005, Defendant Rouillard began working as a full-time employee of Plaintiff APS with full benefits in the position of Account Executive.

7. Defendant Rouillard was responsible for promoting Plaintiff APS's business and obtaining clients for Plaintiff APS.

8. Defendant Rouillard received salary, plus commissions and a full benefit package.

9. As part of her employment agreement with Plaintiff APS, Defendant Rouillard executed a "Work Made-For-Hire and Proprietary Information Agreement" ("Agreement," a true and correct copy of which is attached hereto as Exhibit 1).

10. According to the Agreement, Defendant Rouillard agreed that for a period of one year following termination of her employment she would not "solicit, divert or initiate any contact with (or attempt to solicit, divert or initiate any contact with) any customer, client, independent contractor or employee of Plaintiff APS for any commercial or business reason whatsoever." (See Ex. 1 at 5).

11. As part of her sales efforts, Defendant Rouillard obtained Ventana Medical Systems, Inc. ("Ventana") as a new client to Plaintiff APS.

12. In 2005, Ventana hired Plaintiff APS to provide audio/visual services for Ventana's 2006 Annual Corporate Meeting held on January 16-18, 2006.



13. It takes Ventana approximately one year to plan its Annual Corporate Meeting.

14. During its negotiations, Ventana informed Defendant Rouillard that it was looking for an event planner to coordinate its meeting so Defendant Rouillard introduced Ventana to Premier Events who stepped in to act as the contractor.

15. Although Plaintiff APS was hired directly by Ventana and paid Plaintiff APS a deposit, Plaintiff APS was technically a subcontractor to Premier for Ventana's 2006 Annual Corporate Meeting.

16. Ventana was satisfied with the work of Premier and Plaintiff APS.

17. Following Ventana's January 2006 Annual Meeting, Ventana, Premier and Defendant Rouillard, as a representative of Plaintiff APS, began planning for Ventana's 2007 Annual Corporate Meeting.

18. Ventana's Annual Meeting for 2007 was scheduled for January 11-15, 2007.

19. On December 11 and 19, 2006, Plaintiff APS prepared and submitted its proposals to provide audio/visual services for the 2007 Meeting.

20. One month prior to Ventana's event, on or around December 11, 2006, Defendant Rouillard tendered her resignation to Plaintiff APS and accepted employment with Defendant MGW, a competitor of Plaintiff APS.

21. Defendant Rouillard's last day of employment with Plaintiff APS was December 22, 2006.

22. Defendant Rouillard contacted Ventana and informed them that she was quitting Plaintiff APS to work for Defendant MGW.

23. Rouillard then diverted Ventana's business to her new employer, Defendant MGW.

24. Ventana hired MGW (through Premier Events), and not Plaintiff APS, for the audio/visual portion of its 2007 Meeting.

25. Defendant MGW knew Defendant Rouillard was under a non-compete agreement with Plaintiff APS and also knew that APS was finalizing its contract with Ventana (through Premier Events) to provide audio/visual services for Ventana's 2007 Meeting.

**COUNT I: TORTIOUS INTERFERENCE WITH BUSINESS EXPECTANCY**  
**(DEFENDANT PAULA ROUILLARD)**

1-25. Plaintiff adopts and realleges paragraphs 1 - 25 as paragraphs 1 - 25 of Count I as though fully set forth herein.

26. At all relevant times and for an entire year, Plaintiff APS, through Defendant Rouillard, negotiated and fully expected that Ventana would hire Plaintiff APS for the production of its 2007 Meeting.

27. Defendant Rouillard had knowledge that Ventana intended to utilize Plaintiff APS for its services and that APS had expected to provide services to Ventana.

28. Defendant Rouillard also knew that Ventana's annual corporate event took almost an entire year to plan and she had personal knowledge she was leaving Plaintiff APS prior to Ventana's annual corporate event.

29. As part of her plan to divert Ventana's business for the benefit of her soon to be employer, Defendant MGW, Defendant Rouillard informed Ventana that she would be joining Defendant MGW in an effort to solicit that business for her new employer.

30. Accordingly, Ventana hired Defendant MGW (through Premier Events), and not Plaintiff APS, for the audio/visual portion of the 2007 Meeting.

31. Defendant Rouillard's interference with Plaintiff APS's business expectancy was willful, wanton and knowing.

32. As a result of Defendant Rouillard's interference with Plaintiff APS's business expectancy, Plaintiff APS suffered damages.

**COUNT II: BREACH OF EMPLOYMENT CONTRACT**  
**(DEFENDANT PAULA ROUILLARD)**

1-32. Plaintiff adopts and realleges paragraphs 1 – 32 of Count I as paragraphs 1 - 32 of Count II as though fully set forth herein.

33. Pursuant to the Agreement executed by Defendant Rouillard and Plaintiff APS, Rouillard promised that she would “not solicit, divert or initiate any contact with (or attempt to solicit, divert or initiate any contact with) any customer, client independent contractor or employee of Plaintiff APS for any commercial or business reason whatsoever” for a period of one year following termination of her employment at Plaintiff APS.

34. Defendant Rouillard had a duty to Plaintiff APS to comply with the terms of her employment.

35. In breach of the Agreement, Defendant Rouillard contacted, solicited and/or diverted Ventana's business and customer relationship away from Plaintiff APS in favor of her new employer, Defendant MGW.

36. As a result of Defendant Rouillard's breach of the Agreement, Plaintiff APS suffered damages.

**COUNT III: BREACH OF FIDUCIARY DUTY**  
**(DEFENDANT PAULA ROUILLARD)**

1-36. Plaintiff adopts and realleges paragraphs 1 - 36 of its Counts I and II as paragraphs 1 - 36 of Count III as though fully set forth herein.

37. At all times during her employment at Plaintiff APS, Defendant Rouillard had a fiduciary duty to Plaintiff APS in that she would not contact its customers, solicit business away from, and/or otherwise divert business from Plaintiff APS for her own personal gain.

38. Defendant Rouillard owed a certain fiduciary duty to Plaintiff APS as a result of her position.

39. In breach of her fiduciary duty, prior to leaving employment at Plaintiff APS and one month prior to Ventana's 2007 Annual Meeting, Defendant Rouillard contacted Ventana and explained that she was leaving Plaintiff APS to work for Defendant MGW.

40. Accordingly, Ventana hired Defendant MGW (through Premier Events), and not Plaintiff APS, for the audio/visual portion of the 2007 Meeting.

41. Defendant Rouillard's breach of her fiduciary duty was willful, wanton and knowing, and proximately caused the injury to which Plaintiff APS complains.

42. As a result of Defendant Rouillard's breach, Plaintiff APS suffered damages.

**COUNT IV: TORTIOUS INTERFERENCE WITH CONTRACT**  
**(DEFENDANT MARKETING GROUP WEST)**

1-42. Plaintiff adopts and realleges paragraphs 1 - 25 as paragraphs 1 - 42 of Count IV as though fully set forth herein.

43. On or about December 2006, Defendant MGW solicited and negotiated to hire Defendant Rouillard, who was then employed by Plaintiff APS.

44. Defendant MGW knew that Defendant Rouillard was under a valid non-compete agreement with Plaintiff APS.

45. Defendant MGW also knew that Defendant Rouillard, on behalf of Plaintiff APS, negotiated with Ventana to provide audio/visual services for Ventana's 2007 Meeting which was scheduled to take place in early January 2007.

46. Defendant MGW intentionally and unjustifiably induced Defendant Rouillard to breach her contract with Plaintiff APS.

47. Defendant Rouillard left her employ with Plaintiff APS and began working for Defendant MGW in late December 2006.

48. For the benefit of Defendant MGW, Defendant Rouillard subsequently breached her contract with Plaintiff APS causing damages to APS.

**COUNT V: TORTIOUS INTERFERENCE WITH BUSINESS EXPECTANCY**  
**(DEFENDANT MARKETING GROUP WEST)**

1-48. Plaintiff adopts and realleges paragraphs 1 - 25 and 43 - 48 as paragraphs 1 - 48 of Count V as though fully set forth herein.

49. At all relevant times and for an entire year, Plaintiff APS, through Defendant Rouillard, negotiated and fully expected that Ventana would hire Plaintiff APS for the production of its 2007 Meeting.

50. Defendant MGW had knowledge that Ventana intended to utilize Plaintiff APS for its services and that APS had expected to provide services to Ventana.

51. Defendant MGW, through the hiring of Defendant Rouillard, planned to divert Ventana's business for its own benefit.

52. Accordingly, Ventana hired Defendant MGW (through Premier Events), and not Plaintiff APS, for the audio/visual portion of the 2007 Meeting.

53. Defendant MGW's interference with Plaintiff APS's business expectancy was willful, wanton and knowing.

54. As a result of Defendant MGW's interference with Plaintiff APS's business expectancy, Plaintiff APS suffered damages.

**REQUEST FOR RELIEF**

WHEREFORE, Plaintiff American Audio Visual Co., d/b/a Absolute Production Services requests that this Court enter judgment in its favor and against the Defendants Paula A. Rouillard

and Marketing Group West, award American Audio Visual Co. compensatory and punitive damages in excess of \$75,000.00, and for any further relief this Court deems just and proper.

Respectfully submitted,

s/ Cara M. Houck

One of the attorneys for American Audio Visual  
Co. d/b/a Absolute Production Services

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**CERTIFICATE OF SERVICE**

The undersigned certifies that on March 21, 2008 a copy of the foregoing First Amended Complaint was filed electronically using the CM/ECF system. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt.

s/ Cara M. Houck

# **EXHIBIT 1**



## Work-Made-For-Hire and Proprietary Information Agreement

This Work-Made-For-Hire and Proprietary Information Agreement (the "Agreement") is made this 26th day of April, 2005, between Paula Rouillard (EMPLOYEE) and American Audio Visual Co. d/b/a Absolute Production Services (APS), who hereby agree as follows:

1. In consideration of Employees employment with APS beginning on April 26, 2005, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Employee agrees to the following terms and conditions related to their employment.
2. All work performed in the course of employment with APS is exclusively for the benefit of APS and the product of such work shall be the sole property of APS. APS and its employees shall have the right to use or nonuse of such works without further payment or obligation to the EMPLOYEE. Page 2 of 2
3. The compensation agreed upon between EMPLOYEE and APS is the sole payment for all services provided by the EMPLOYEE. The EMPLOYEE is not entitled to the payment of royalties or other forms of compensation for the works developed in the course of employment.
4. The EMPLOYEE acknowledges that he/she has been furnished or may be furnished or may otherwise have received or have had access to or will receive or have access to information that relates to APS's past, present, or future products, software, research, development, inventions, computer processes, techniques, designs, programs and codes, or other technical information and data; the names, addresses, buying habits or practices of any of APS's clients or customers; APS's marketing methods, programs and related data, or other written records used in APS's business; compensation paid to other employees and independent contractors and other terms of their employment or contractual relationships; or any other confidential information of, about, or concerning the business of APS, its manner of operations, or other data of any kind, nature or description (the "Proprietary Information"). The EMPLOYEE agrees to preserve and protect the confidentiality of the Proprietary Information and all physical forms thereof, whether disclosed to the EMPLOYEE before this Agreement is signed or afterward. In addition, the EMPLOYEE shall not disclose or disseminate the Proprietary Information to any third party and shall not use the Proprietary Information for his/her own benefit or for the benefit of any third party without prior written approval of APS's owner. The foregoing obligations shall not apply to any information, which is publicly known. Within three days after APS's request, the EMPLOYEE shall return to APS all copies of Proprietary Information in tangible form.
5. The EMPLOYEE hereby acknowledges and agrees that he/she will likely be exposed to a significant amount of confidential information concerning APS's business methods, operations and customers while employed under this Agreement, that such information might be retained by the EMPLOYEE in tangible form or simply retained in the Employees' memory, and that the protection of APS's exclusive rights to such confidential information and trade secrets can best be ensured by means of a restriction on the Employees' activities after termination of employment. Therefore, the EMPLOYEE agrees that for a one-year period following employment termination (whether voluntary or involuntary and with or without cause), he/she shall not solicit, divert or initiate any contact with (or attempt to solicit, divert or initiate any contact with) any customer, client, independent contractor or employee of APS for any commercial or business reason whatsoever.
6. This Agreement does not create any rights to employment with APS and is in addition to other agreements that may have been signed by the EMPLOYEE and APS. Except as specified herein, this agreement does not limit any rights of EMPLOYEE or APS created by any other contracts or laws.

Signatures:

Employee:

Paula Rouillard Date: 4/28/05

APS representative:

[Signature] Date: 4-26-05

Title of APS representative:

VP