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,

No. 07 C 4948

v.

Judge Coar Magistrate Judge Keys

PAULA A. ROUILLARD AND MARKETING GROUP WEST,

Defendant.

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 \(\mathbb{N} \) of September, 2008

Notary Public

CHLIB:19107.1\136436-00001

OFFICIAL SEAL VICTORIA WEISS MY COMMISSION EXPIRES: 10/10/10





JOB #: 209705B
P.O. #: TBD

CLIENT: Ventana Medical Systems
1910 Innovation Park Dr.
Tucson, AZ 85755
Contact: All Innovatio
P: (520) 857-2155
F: (520) 229-4207
C:

Project Estimate Date:
FINAL
LOCATION: Wigwam Resort
300 Wigwam Boulevard
Litchfield Park, Arizona 85340
Contact Stacey El-Nakib
Rooms: Various
P: 623-935-5591

01/20/05

SHOW: Synchronicity 2006 Tech Meetings APS REP: Mendy Medlin

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

TY DAYS	VIDEO EQUIPMENT	PER DAY	SUB-TOTAL	ADDENDUM	OVERAGES
	VIDEO PACKAGE - TECH MEETING PIMA 1/14/06		196.00		
1 1	9' X 12' Front Projection Screen w/ Trim Kit				
	48° AV Cart w/ Skirting				
	Cable Package				
	·				
	VIDEO PACKAGE - BREAK OUT ROOMS 1/15/06		89.60		
	8' Tripod Screen w/ Skirt				
	48" AV Cart w/ Skirting				
2 1	Cable Package				
	15050 040V405 0054V 015 00040 4V5 0 4V504				
6 2	VIDEO PACKAGE - BREAK OUT ROOMS 1/17 & 1/19/08		<u>537.60</u>		
-	8 Tripod Screen w/ Skirt				
	! 48° AV Cart w/ Skirling ! Cable Package				
0 4	Cause rackage				
	VIDEO PACKAGE - ADDENDUM - BREAK OUT ROOMS 1/15/06			313.60	
7 1	8 Tripod Screen w/ Skirt				
	48° AV Cart w/ Skirting				
	Cable Package				
	VIDEO PACKAGE - ADDENDUM - BREAK OUT ROOMS 1/19/06			<u>168,00</u>	
	8' Tripod Screen w/ Skirt				
	48° AV Cart w/ Skirting				
3 1	Cable Package				
	VIDEO OVERAGE - PIMA 1/14/06 (CHANGE ORDER 1)				628.0
1 1	Scan Converter				222.
	DVD Player				
	Wireless Mouse				
	42" Plasma - Confidence Monitor				
7 1	VIDEO OVERAGE - 1/15/08 BREAKOUTS (CHANGE ORDER 2) Wireless Mouse				196,0
	VIDEO OVERAGE - 1/15/06 ARIZONA ROOM (CHANGE ORDER	91			594.0
2 1	8' Tripod Screen w/ Skirt	<u> 21</u>			354.0
	LCO Projector 2500 Lumen				
	Safelock Stand				
	Cable Package				
	VIDEO OVERAGE: 1/17 & 1/18/06 (CHANGE ORDER 7)				336,0
6 2	Wireless Mouse				
	VIDEO OVERAGE: 1/17/06 CITRUS ROOM (CHANGE ORDER 8)				51.0
1 1	8' Tripod Screen w/ Skirt				57.0
	48° AV Cart w/ Skirting				
1 1	Cable Package				
	14050 01/50405. (HAMA DACAD) DOOM (OLIA-107) DOOM				
1 1	VIDEO OVERAGE: 1/18/06 BACABI ROOM (CHANGE ORDER 11) 6' Tripod Screen w/ Skirt	1			31.0
	Cable Package				
	•				
	THIS DOES NOT INCLUDE:				
	LCD Projector per Room				
	Video Source per Room				
	CLIENT TO PROVIDE ALL NECESSARY POWER:				
		SUB-TOTAL VIDEO:	\$823.20	3481,60	\$1,836,



Project Estimate Date : 01/20/05

P.O. #: TBD **CLIENT: Ventana Medical Systems**

IT : Ventana Medical System 1910 Innovation Park Dr. Tucson, AZ 85755 Contact: Jill Imwalle P: (520) 887-2155 F: (520) 229-4207

FINAL LOCATION: Wigwam Resort 300 Wigwam Boulevard Litchfield Park, Arizona 85340 Contact: Stacey El-Nakib Rooms: Various P: 623-935-3811

SHOW: Synchronicity 2006 Tech Meetings APS REP: Mendy Medlin

JOB#: 209705B

5:00AM VARIDUS

LOAD IN: 01/14/06 SHOW: 1/14 - 1/15/06 V. OAD OUT: 01/15/06 LABOR IS BASED ON A TEN HOUR DAY LOAD OUT : Partitation of the Partital STAGING EQUIPMENT PER DAY QTY DAYS SUB-TOTAL ADDENDUM OVERAGES STAGING PACKAGE - TECH MEETING 1/14/06
1 6' X 8' Tri-Truss Spandex Frames 600,00 THIS DOES NOT INCLUDE: 2 - 12' × 16' Stuging, Skirting, or Stairs CLIENT TO PROVIDE ALL NECESSARY POWER: \$600.00 SUB-TOTAL STAGING: SOUND / AUDIO EQUIPMENT PER DAY SUB-TOTAL ADDENDUM AUDIO PACKAGE - TECH MEETING & TERRACE SET UP 2 8 Channel Missr 1,252.00 2 8 Channel Mixer
2 Powered Speaker with Stand
2 CO Player
1 Computer Audio Kit
1 Wirelass Microphone Combo Unit 1 Wired Microphone 2 Cable Package AUDIO OVERAGE - PIMA 1/14/05 (CHANGE ORDER 1)
1 Wined Microphone 10.00 AUDIO OVERAGE - 1/15/06 SACHEM EAST & WEST (CHANGE ORDER 4) 536.00 1 Powered Speaker with Stand 1 Wireless Microphones AUDIO OVERAGE - 1/16/06 ORIABI SUITE (CHANGE ORDER 5)

1 Powered Speaker with Stand

1 CD Player 80.00 AUDIO OVERAGE - 1/17/06 AZTEC A (CHANGE ORDER 6)

Wireless Microphone
Powered Speaker with Stand 160.00 AUDIO OVERAGE - 1/17 & 1/18/06 ORIABI SUITE (CHANGE ORDER 9)
2 Powered Speaker with Stand
2 CO Player 160.00 AUDIO OVERAGE - 1/18/06 ARIZONA ROOM (CHANGE ORDER 10)
1 Four Channel Mixer
1 Powered Speaker with Stand
1 Computer Audio Ki
1 Wireless Microphone 200.00 THIS DOES NOT INCLUDE: CLIENT TO PROVIDE ALL NECESSARY POWER: SUB-TOTAL SOUND/AUDIO: \$1,252.00 \$1,146.00 LIGHTING EQUIPMENT QTY DAYS SUB-TOTAL ADDENDUM PER DAY OVERAGES LIGHTING PACKAGE - TECH MEETING 1/14/06
1 Conventional Lighting Console
1 ETC ParNel Fixtures w/ Floor Base 189.00 1 6 Channel Oimme THIS DOES NOT INCLUDE; CLIENT TO PROVIDE ALL NECESSARY POWER; SUB-TOTAL LIGHTING: \$189.00

> Corporate Offices: 627 West Farragut Street Rosemont, IL 60018 Toll Free: 877-228-4782 www.absolutepros.com



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JOB#: 209705B Project Estimate Date : 01/20/05 P.O. #: TBD FINAL LOCATION: Wigwam Resort 300 Wigwam Boulevard Litchfield Park, Arizona 85340 **CLIENT: Ventana Medical Systems** 1910 Innovation Park Or. Tucson, AZ 85755 Contact: Jill Imwalle Contact: Stacey El-Nakib Rooms: Various P: 823-935-3811 P: (520) 887-2155 F: (520) 229-4207 C: F: 823-935-5691 LOAD IN: 01/14/06 5:00AM SHOW: 1/14-1/15/06 V.
LCAD OUT: 01/15/06
LABOR IS BASED ON A TEN HOUR DAY SHOW: Synchronicity 2006 Tech Meetings APS REP: Mendy Medăn VARIOUS 5:00PM RECEIPTED FOR THE PROPERTY OF THE PERSON OF * LABOR QTY DAYS SUB-TOTAL ADDENDUM OVERAGES LABOR PACKAGE Production Manager Crew Chief 3,540.00 Rigger Video Engineer 4 AV Engineer
Cameraman
Lighting Designer
Lighting Engineer Load-In, Show, Load-Out (1/14, 1/15, 1/17, 1/18/06) Sound Engineer Load-in & Load-Out (1/14, 1/17 & 1/18/06) LABOR PACKAGE - ADDENDUM
1 Laborer Assist Load-in 1/14/06 1,510.00 Overtime 1/14/06 Assist Break-outs 1/15/06 Breakouts 1/19/06 1 AV Engineer 1 Laborer 1 AV Engineer LABOR OVERAGE - 1/14/06 (CHANGE ORDER 1)
1 Assistant Labor - 8 OT (Pima 1/14/06) 420,00 LABOR OVERAGE - 1/17/06 & 1/18/06 (CHANGE ORDER 12) 337.50 1 AV Engineer 1 AV Engineer 2 Hour OT 3 Hour OT THIS DOES NOT INCLUDE: SUB-TOTAL LABOR: \$3,540.00 \$1,510.00 \$757.50 LABOR IS BASED ON A TEN HOUR DAY STRAIGHT TIME (ST) B FRAIGHT TIME (ST):

Between 6.003112 and 5 500pm Monday trus, Fiding was, a 10 Meur minimum sow rate,
OVER TIME (DT):
Ichneen 5:00 pm and Midnight on Sahaday. Deviseen 6:00 am one 5:00 pm ver Standay or other
10 consecutive hours of majdar sine par day or 40 hours of shalph time have been worked.

OURLE TIME (DBL): on Sundays of after 10 consecutive hours of eventime have been worked. When a workslay begins given to 6.00 am, doubte time is in effect until a full 8 hour break its granted TURNAROUND RATE (TRE It a technician is called back balier a posted of 10 hours has etapsed, the seutra time rate shall be paid for at work until 8 hear broak period is granted TRANSPORTATION QTY DAYS RATE SUB-TOTAL ADDENDUM OVERAGES TRANSPORTATION PACKAGE
2 Delivery/Pickup 200.00 THIS DOES NOT INCLUDE: SUB-TOTAL TRANSPORTATION: \$200.00 SUPPLY ITEMS AND SALES QTY DAYS EACH SUB-TOTAL ADDENDUM OVERAGES SUPPLY ITEMS AND SALES PACKAGE 160.00 SUPPLY ITEMS AND SALES PACKAGE - ADDENDUM
1 Flochart & Markers 30.00 THIS DOES NOT INCLUDE: SUB-TOTAL SUPPLY ITEMS AND SALES: \$160.00 \$30.00 MISCELLANEOUS EXPENSES EACH SUB-TOTAL ADDENDUM OVERAGES MISCELLANEOUS EXPENSES PACKAGE

> Corporate Offices: 9827 West Farragut Street Rosemont, II. 60018 Toll Free: 877-228-4782 Ph: 773-992-9800 Fax: 773-992-9801 www.absolutepros.com

THIS DOES NOT INCLUDE:

SUB-TOTAL MISCELLANEOUS EXPENSES:



JOB#: 209705B

TBD

JOB # : 2
P.O. # :
CLIENT : Ventana Medical Systems
1910 Innovation Park Or.
Tucson, AZ 85735
Contact: Jill Imwalle
P: (520) 857-2155
F: (520) 229-4207
C:

Project Estimate Date :

01/20/05

FINAL FINAL
LOCATION: Wigwam Resort
300 Wigwam Boulevard
Litchfald Park, Artzona 65340
Contact: Stacey El-Natib
Rooms: Various
P: 623-935-8611
F: 623-935-8691

			3-935-5691	F: 62:	C :
		5:00AM VARIOUS 5:00PM	01/14/06 1/14 - 1/15/06 01/15/06 SED ON A TEN HOU	LOAD IN: SHOW: LOAD OUT: LARGE IS BA	SHOW: Synchronicity 2006 Tech Meetings APS REP: Mendy Medlin
	WE KNOW THE	OFFI TESTINA		FOR THE SE	
DOENDUM OVERAGES	ADDENDUM			AGE	SUMMAR
\$481.60 \$1,836.0	\$481.60	\$823.20	3-TOTAL VIDEO:	SUE	
		\$600.00	OTAL STAGING:	\$U8-T	
\$1,146.0		\$1,252.00	SOUND/AUDIO:	SUB-TOTAL	
		\$189.00	OTAL LIGHTING:	SUB-TO	
\$481.60 \$2,982.0	\$481.60	\$2,864.20	AL EQUIPMENT:	SUB-TOTAL RENT	
\$39.01 \$241.5	\$39.01	\$232.00	RENTAL TAX:	8.10%	
\$520.61 \$3,223.5	\$520.61	\$3,006.20	AL EQUIPMENT:	TOTAL RENTA	
\$1,510.00 \$757. 5	\$1,510.00	\$3,540.00	-TOTAL LABOR:	SUB	
		\$200.00	NSPORTATION:	SUB-TOTAL TRA	
\$30.00	\$30.00	\$160.00	MS AND SALES:	TOTAL SUPPLY ITE	
\$2.70	\$2.70	\$14.40	DIS SALES TAX:	9% ILLING	
			US EXPENSES:	OTAL MISCELLANEO	St
\$2,063.31 \$3,981.0	\$2,063.31	\$7,010.60	T ESTIMATE:	OF THIS PROJEC	GRAND TOT

FINAL TOTAL \$13,054.95

Conditions of Project Estimate;

The above prices are guaranteed for a 48 hour period from the "Project Estimate Oate".

To confirm this "Project Estimate" into a contract, please sign this page and return to Absolute Production Services wis the fax.

Payment terms:

A 50% deposit to due 10 days piror to the start of the show or upon signing of this "Project Entimate", whichever in later, unless credit terms have heen an anged Firal Payment is due upon delivery at equipment.

Accepted Signature:	Date:
Accepted Printed Name:	



JOB#: 209705B

TBD

CLIENT: Ventana Medical Systems 1910 Innovation Park Dr. Tucson, AZ 85755 Contact: Jil Imwalle

F: (520) 229-4207

SHOW: Synchronicity 2008 Tech Meetings APS REP: Mendy Medlin

P.O.#:

Project Estimate Date :

01/20/05

FINAL FINAL
LOCATION: Wigwam Resort
300 Wigwam Boulevard
Litchfield Park, Arizona 85340
Contact: Succey El-Nakib

Rooms: Various P: 623-935-3811 F: 823-935-5891

LOAD IN : SHOW : LOAD OUT :

5:00AM

01/14/06 1/14 - 1/15/06 01/15/06

5:00PM

LABOR IS BASED ON A TEN HOUR DAY

AGREEMENT - TERMS AND CONDITIONS

solute Production Services Ce. & American Audo Visual Ce. (APS/AAV) (Lesser) hereby leases to the "Customer" (Lessee) the apment as herein specified upon the terms and conditions as set forth in this Agreement.

wiedges and egress as follows:

(A) The Lesses shall, at his own expense, pratect, lasp and meintain, in his own custody, the equipment herein ted, in good order as when received, ordinary waser and tase recepted.
(B) In the event the equipment is destroyed or demaged by any means, or is lost, stolen or missing, the Lesses shall with replace the same with equipment of equal value, and like lend and quality, and upon his failure to do so ahe is table to the act for the replacement value or the cost thereof an determined by actual cast to the Lesses for replace or repair the same.

(A) The Lesses egrees to essume full responsibility and liability for the safekseping and return to Lesses's premises e equipment herein rantad. Said equipment is used at Lesses's sole risk and Lesses will indemnify and held Lesses his mises an any and all liability, claims, eachs, and expenses existing out of Lesses's use or peassastion of the equipment. (B) in addition to the foregoing, the Lesses agrees to pay the Lesses a sum aqual to the retrial rate harden charged far the continuation of the control of the equipment, computed to the data of restoration, whether or not the upper must be replaced or repaired.

Lasses acknowledges that he has eramined and tested the equipment and that the same is in good, workable mechanical dision, and accepts the same in its present condition, and without any rental reduction or claim theresiter. Lesses agrees to sediately notify Lesser of any equipment not in good workable condition and to return all equipment not in workable condition for range at Lesses over ceat and expense.

It shall be tawful for the Lesser, or its agents, at all reasonable times to enter the premises upon which the equipr the purpose of viewing the condition of eaid equipment and assuring Lessor of the security and safety thereof.

logat to the purpose of viewing the comdition of said equipment and essuring Lessor of the security and safety thereof.

5. (A) If the Lessoe shall default on any of the terms, coverants and conditions herein or in timely making any of the payment afforessind, or if any energiates or other writ or process shall be issued in any action or proceeding against the Lessoe whereby the said explorment may be exceed or taken, or distained, or if a proceeding in barhuptor, necessarily or insolvency being instituted by or against the Lessoe or his property or if the Lessoe while their too errangement or composition with the creditors, or in the event that any segment is obtained against the lessoe, then, and in such event, it is taken that have the option of a document of the event that any segments is obtained in against the lessoe. Then, and in such event, is to lessor shall have the option of a document of the event that any segments in the control or the event of the law or off-terms are taken the event of the event of the law or off-terms are taken to the event of the law of the law of the event of the law of the law of the event of the law of the law of the event of the law of the law

B. Regardless of child detarbance, acts of god or rescheduling, "Cancellations" must be received in writing by the Lesses and are based on the number of days prior to the event show date and e % of the signed quotation grand tatal. It extendishes occurs to business days or more prior to be show date, a 6% service charge will be assessed. If cancellation occurs 1:-1 business days prior to the show date, a 25% sandes charge will be accessed. If extendishes occurs 6:-10 business days prior to the show date, a 50% sandes charge will be accessed. If cancellation occurs 6:-10 business days prior to the show date, a 50% sandes charge will be accessed. If cancellation occurs 6:-10 business days prior to the show date, a 75% service charge will be accessed and if the event is in progress, 100% service charge will be assessed.

Te secure the payment of all money due the Lessor as and for the rental or damages due heraunder, Lessee'e hercby as inevecably any atterney of any court of record to appear for Lessee in such exurt, in term time or vacation at any time



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

CLIENT: Ventane Medical Systems
1910 Innovation Park Dr.
Tucson, AZ 85755 Librifield Park, Azisona 85340
Contact: Jil Imwalle
P: (520) 887-2185 Rooms: Various
F: (520) 887-2185 P. 623-935-3811
C: P: 620-329-3-3811
C: F: (520) 229-4207 P. 623-935-3811
C: F: (520) 229-4207 P. 623-935-3811
C: F: (520) 229-4207 P. 623-935-5891

LOAD IN: 01/4/05 5:00AM
SHOW: Synchronicity 2008 Tech Meetings SHOW: 1/14 - 1/15/06 VARIOUS
APS REP: Mendy Mediin LOAD OUT: 01/15/06 5:00PM
LABOR IS BASED ON A TEN HOUR DAY

LOCKS and reasonable allowey fees, and to vertice and release ell arms which may intervene in any such precedings end content to immediate everution upon such judgement heroby ratifying and confirming all that said attorney may do by virtue thereot, hereby saidshing all arrior and warving the right to appeal to the advent that the seme is purmited by law.

B. The acceptance of the return of the equipment is not a waiver by Lessor of eny delims that it may have against the Lessee, nor a waiver of claims far fatant or patent demages to the equipment.

B. This agreement comprises and certains the smitre agreement between parties, including werrarties and representations, if

costs a immedi releasir	of resconable stormey fees, and to welve and release et errors which may lictarisene in a title execution upon such judgement hereby ratifying and confirming all that a fail attoring g all attor and waking the right to oppeat to the attent that the same is permitted by law.	ny such preceedings end consent to may do by virtue thereof, hereby
a. nors w	The acceptance of the return of the equipment is not a waiver by Lessor of any claims θ iver of claims for latent or patent demages to the equipment.	nat it may have egainst the Lessee,
any, an	This agreement comprises and centains the entire agreement between parties, including may not be amended or modified, except by another agreement in writing, signed by be	g werrenties and representations, if th parties to this agreement,
tů.	Time is of the essence of this agreement.	
11.	The use of the personal prenoun shall include the mesculine, feminine and neuter gende	er,
12.	The parties harste agrea this agreement shall be construed in accordance with the laws	of the State of Illinois.
13. corpera of the C	Lesses agrees to pay any and all transaction taxes imposed by the City of Chicago on a s limits. by of Chicage	ill rental equipment used in the
14. the rent	Lessee shall pay all state and local taxes, including but no limited to any rental tax or sal specified in this agraement.	les tax, which taxes are in addition t
15.	All equipment charges are based on total number of days.	
16.	All prices are F.O.B. Resement, Illinois.	
17.	Local pick-up and delivery charges are extra and vary with circumstances, but will be qu	sted in advance.
18.	Insurance for full replacement value of equipment is the responsibility of the Lessee.	
Riness fo any peri less or d connecti use of si	All projection lamps, new or used, must be returned to APS/AAV for cradit or Lesses will inly it applicable to the equipment and no other warranties are expressed or implied in a particular purpose and for enter obligation or flability on the part of APS/AAV, APS/A on to assume for it any other obligation or flability with such equipment, APS/AAV shall in smrape, direct or consequential, airling out of the use or the Insibility to the outprise on with any other aquipment. The Lesses assumes all risk of less, injury, distruction or, ch aquipment. Before using, the Lesses shall determine the candition and suit ability of of the State of Billionis shall apply in construing this warranty.	luding warranty at merchantability a AV neither essumes nor sutherizos ne event be liable for any injury, it, whether, used singly or in liability whatsoever resulting from the
20. half (1-1.	All Psyments not received by the Lesser when due from the Lessee shall bear e service 2%) percent per month.	charge at the rate of one and one-
	In the event that Lessee broeches eny of the Isrms of this Agreement and Lessor ratains n to any other sums due under this Agreement, for oll reasonable attorneys fees and coe a its rights or collect amounts due under this Agreement.	
agree t	the terms and conditions stated above and take full responsibility for the equipment I re	nted.
CUSTO	ER SIGNATURE:	DATE:
RINTE	NAME:	



JOB #: 209705
P.O. #: TBD

CLIENT: Ventana Medical Systems
1910 Innovation Park Dr
Tucaon, AZ 65756
Contact. Jill Invalle
P (520) 837-2155
F (520) 229-4207
C:

Project Estimate Date: 01/20/06
FINAL
LOCATION: Wignam Resort
300 Wignam Boutevard
Lischfield Park, Artzona 85340
Confact, Stacey-E-Inskib
Room, TBD
P 623-935-3811
F 823-935-5691

SHOW: Synchronicity 2008 APS REP: Mendy Medlin

LOAD IN: 01/15/08 5:00AM SHOW: 1/18 - 1/18/09 VARIOUS LOAD OUT: 01/18/08 11:00PM LABOR IS BASED ON A TEN HOUR DAY

QTY DA	YS	VIDEO EQUIPMENT	PER DAY	SUB-TOTAL	ADDENDUM	OVERAGES
	VIDEO PACKAGE -	DENERAL SESSION		14,880,00		
2	3 9" X 12" Rear Projection	on Screen w/ Trim Kili				
2	3 6000 Lumen LCD Pro	jector				
2	3 Short Throw Lens					
2	3 46° AV Cart					
1	3 Folsom 1604 w/ Previ					
3	3 Preview Monitor 6" Af					
2	3 Plasma Confidence M					
2	3 Beta Cam SP Records 3 Scan Converter	er				
1	3 Cue Light					
ż	3 USB Thumb Drive					
2	3 Humbucker					
1	3 Cable Package					
2	1 Digital Video Camera			1.675.00		
1	1 Long Throw Camera L	ens				
1	VIDEO PACKAGE - A	NDDENDUM - 1/13/05 onlier w/ Floor stand - Credit			(720.00)	
•						
1	<u>VIDEO OVERAGE - 1</u> 1 Editing Suite	M5/06 (CHANGE ORDER 1)				1,000.00
1	VIDEO OVERAGE • 1 2 DVD Player	M5/08 (CHANGE ORDER 4)				120.09
1	VIDEO OVERAGE - 1 1 High 8 Deck	/18/06 (CHANGE ORDER 6)				162.50
1	VIDEO OVERAGE - 1 1 42" Plasma Confidence	<u>//8/05 (CHANGE ORDER 8)</u> e Monitor w/ Floor stand				350.00
	THIS DOES NOT INC. Back up Projectors Two - Laptop Compute					
	CUENT TO PROVIDE	ALL NECESSARY POWER:				
			SUB-TOTAL VIDED:	\$18,566.00	(\$720.00)	\$1,642.50
TY DAY	s	STAGING EQUIPMENT	PER DAY	SUB-TOTAL	ADDENDUM	OVERAGES
1	STAGING PACKAGE 3 Hard Set - as per propincludes: Soft Goods Podium	- GENERAL SESSION Deal		11.956,00		
30	3 Control Drape (Mix Po.	sition)				
40	3 Teaser - Truss Dressin	9				
1	POWER ACCESSORS 3 200 amp 3 phase Distr 3 100' Feeder Cable	<u>es</u>		720,00		
	THIS DOES NOT INC. 24" X 18" Staging					
	2 - 6' x 8' Camera Rise					
	1 - 12 x 6' Rises for M	n Possion				
	Cable Remps Sciesor Lift					
	•	ALL NECESSARY POWER:				
	MANUAL IN PROPERTY.	AND DESCRIPTION OF THE PARTY OF				



GARRIER BARRIER BERTHANN EN EN EN PRINTER BARRIER BERTHANN FREI DER STERFE JOB#: 209705 Project Estimate Date : 01/20/06 JOB #:
P.O. #:
CLIENT: Ventens Medical Systems
1910 Innovation Park Or
Tuccon, AZ 65755
Contact: Jif Imenals
P: (520) 887-2155
F: (520) 229-4207
C: Project Estimate Date : 0
FINAL
LOCATION : Wignern Resort
300 Wignern Bosot
Growth File Park, Artzona 85340
Contact. Stacey El-Naidb
Room: TBD
P: 823-933-931
F. 623-935-951 TBO LOAD IN: 01/15/06 SHOW: 1/16 - 1/18/08 VA OAD OUT: 01/18/06 1 LABOR IS BASED ON A TEN HOUR DAY 5:00AM VARIOUS SHOW: Synchronicity 2008 APS REP: Mendy Mediin SHOW: 11'00PM PARTON POPER SERVICE SERVICE QTY DAYS SOUND / AUDIO EQUIPMENT PER DAY SUB-TOTAL ADDENDUM OVERAGES AUDIO PACKAGE - GENERAL SESSION
3 24 Channel Moser
3 300' Mic Snake
3 SON Mic Snake
3 SAMS Spallers w Standa
3 Small Audio Rach
3 CD Reyer
3 Amp Rack
3 Anterna DA
Meeters Microphope Combo Link 5.852.00 3 Wireless Microphone Combo Unit 3 Wired Microphone 3 Podium Microphone Kit 3 Podium Microphone fül 3 Computer Audio fül 3 Clear Com Bese Station 3 Clear Com Bestpass & Haadsets 3 Wireless Com Base Station wf Beltpass 3 Direct Interface Box 3 Cable Package ARTIST RIDER - STREET JAM
3 EAW Subs
3 EAW Subs
3 Monikor Spesiker
1 Shure SM 58 Wired Microphone with Stand
1 Wireless Microphone Combo Unit
1 PZM Microphone 884.00 BACKLINE PACKAGE - PARTY NIGHT (1/1806)

1 Shure 55SH Wired Microphone (Leftermen)

1 Shure 55SH Wired Microphone (Leftermen)

1 Bass Quitar w/ Amptifler

1 Rayboard w/ Stand and Stool

1 Drum Kit

1 Microphone w/ Stand 840.00 BACKLINE PACKAGE: ADDENDUM: PARTY NIGHT (1/1909)

1 Bass Gutter wi Amplifier

1 Keyboard Gkutar

1 Microphore wi Stand 220.00 AUDIO OVERAGE - 1/16/06 (CHANGE ORDER 4) 200.00 2 THIS DOES NOT INCLUDE: CLIENT TO PROVIDE ALL NECESSARY POWER: SUB-TOTAL SOUND/AUDIO: \$7,876.00 \$220.00 QTY DAYS LIGHTING EQUIPMENT PER DAY SUB-TOTAL ADDENDUM OVERAGES LIGHTING PACKAGE - GENERAL SESSION 3.587.50 1 Hog 500 Console 1 High End Studio Spot 575 1 Source Four Leke Fixtures Source Four Lelio Fetture:
LED Cotor Strip Lights
1 6 Channel Dimmer
1 10' x 12" x 12" Box Truss
1 1/2 Ton Chain Motors
1 Rigging Package
1 Lighting Distro
1 Cable Package LIGHTING PACKAGE - ADDENDUM 1/13/06
1 High End Studio Sool 575 (315.00) LIGHTING OVERAGE - 1/1506 (CHANGE ORDER 2)
1 ETC Pare 180.00 THIS DOES NOT INCLUDE:

SUB-TOTAL LIGHTUNG: \$3,587.50 (\$315.00)

CLIENT TO PROVIDE ALL NECESSARY POWER:



REPORTED THE RESERVE OF THE PROPERTY OF THE PR JOB#: 209705

JOB #:
P.O.#:
CLIENT: Ventants Madical Systems
1910 Innovation Park Dr.
Tucson, AZ 65755
Contact. JB Invasils
P: (520) 897-2155
F: (520) 229-4207
C:

Project Estimate Date :

01/20/06

FINAL FINAL
LOCATION: Wogwam Resort
300 Wigwam Boulevard
Litchfall Park, Attona 65340
Contact: Stacoy E-Natio
Room: TBD
P. 623-935-3611
F. 623-935-5611

LOAD IN: 01/15/08 5:00AM SHOW: 1/16 - 1/16/08 VARIOUS LOAD OUT: 01/16/06 11:00PM LABOR IS BASED ON A TEN HOUR DAY

SHOW: Synchronicity 2006 APS REP: Mendy Medlin

TY [PAYE	3	* LABOR	RATE	SUB-TOTAL	ADDENDUM	OVERAGES
		LABOR PACKAGE - C	SENERAL SESSION		33,148,00		
1	4	Production Manager Crew Chief	Load-In, Show, Load-Out		33.134.33		
		Rigger					
1	4	Video Engineer	Load-In, Show, Load-Out				
1		Projectionist	Load-In, Show, Load-Out				
1			Load-In, Show, Load-Out				
2		Cameraman Lighting Designer	Load-In, Show, Load-Out				
1	4	Lighting Engineer	Load-In, Show, Load-Out				
1		Sound Engineer	Load-In, Show, Load-Out				
1		Assist Sound Engineer					
2		Laborer	Load-In, Load-Out				
		THIS DOES NOT INCL					
		Riggers charged to Mat Chinn to provide overni					
		LABOR PACKAGE - A	ODENDUM 1 - 1/10/06			(6,912.50)	
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		Laborer	Strike				
		LABOR PACKAGE - A				450,00	
1			Add 1/15/06 Rehearsal & 1/16/06				
2		Cameraman Cameraman	Credit - 1/16/05 Awards Ceremony Overtim Credit - 1/18/05 1 Hour ST	•			
		LABOR OVERAGES -	1/15/06 (CHANGE ORDER 3)				9,00
		LABOR OVERAGES -	1/16/06 (CHANGE ORDER 5)				1,267,50
1	1	Production Manager	3 Hour OT				
1		Video Engineer	3 Hour OT				
1		Cameraman	1 Hour OT				
1	1	Lighting Engineer	2 Hour OT				
1		Sound Engineer	3 Hour OT				
			DIRECT BILL (CHANGE ORDER T)				1,900,00
2	2	Rigger	Load-in & Load-Out				
2		LABOR OVERAGES - Cameraman	1/17/06 (CHANGE ORDER 9) Credit 1/17/06				(1,000.00
•							
			MAPOS (CHANGE ORDER 10)				667.50
1			2 Hour OT				
1		Video Engineer	1 Hour OT				
1		Cameraman	2 Hour ST				
1		Cameraman	1 Hour ST				
1		Lighting Engineer	1 Hour OT				
1	1	Sound Engineer	1 Hour OT				
		LABOR BASED ON NO	N-UNION RATES				
				SUB-TOTAL LABOR	\$33,149.00	(\$8,482,50)	\$2,835.0

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

Stream A.DJam and S.DJam Nanday Par Piday with a CD Hear netries the seat of the Desire of the Stream A.DJam and S.DJam Nanday Par Piday with a CD Hear netries the system.

OVER TREE (OT).

Between S.DJ pm and Midnight on Sauntay. Barness 300 am and S.DO pm and S.DO pm and Sunday or after 10 cancecipins how or tregies time per eye or Ohnaze of sizingle fines have been swified.

DOUBLE TRIES (DBL!)

Beakings him help had the proper of the seat of the sizing Behavior S.DO pm and Midnight and G.DD on Handay that Gunday (Behavior S.DO pm, and Midnight and G.DD on Handay) that Gunday (Mehon S.DO pm, and Midnight and G.DD on Handay) that the tree of the S.DO on, double Science in Street und o full ot have breaking sparsed

TURNIADION ON TE (TRIE)

If a technician is collected back feature a penade of CD hears has simpped, the destrict the value of the property of the S.DO on the Street is sent on the property of the S.DO on the Street is sent on the Street in the Street in



	JOB#: P.O.#:	209705 Project	Estimate Date :	01/20/06		
F	: Ventana Medical Systems 1910 Innovation Park Dr. Tucson, AZ 85786 Contact Jill Immate - (520) 887-2155 - (520) 229-4207	P	Wigwam Resort 300 Wigwam Boulev. Litchfield Park, Arizo Coniact, Stecey El-N Room: TBO 623-935-3611 623-935-5691	na 85340		
APS REP	: Synchronicity 2008 : Mendy Median		1/18 - 1/18/08 01/18/06 BASED ON A TEN F		igin kija (ilik 100 k. j. j. vor kjevoro skrivjer 1.4. vijek (il.	Manuer of the Grouph of Co. p. 1
QTY DAY		TRANSPORTATION	RATE	SUB-TOTAL	ADDENDUM	OVERAGES
1 :	TRANSPORTATION PACK 2 Delivery/Pickup	AGE		\$00,00		
1	TRANSPORTATION OVER 1 Delivery of High 8 Deck THIS DOES NOT INCLUDE	_				75.0
	THIS DOCS NOT MILLOUS	100	RANSPORTATION:	\$800.00		\$75.0
QTY DAYS	s St	JPPLY ITEMS AND SALES	EACH	SUB-TOTAL	ADDENDUM	OVERAGES
14 1	SUPPLY ITEMS AND SALE Tape Stock - 90 mirute	ES PACKAGE			490.00	
	THIS DOES NOT INCLUDE	<u>:</u>				
		SUB-TOTAL SUPPLY (TEMS AND SALES:	\$0.00	\$490.00	
QTY DAYS	MIS	CELLANEOUS EXPENSES	EACH	SUB-TOTAL	ADDENOUM	DVERAGES
	MISCELLANEOUS EXPEN	SES PACKAGE				
	THIS DOES NOT INCLUDE	:				
		SUB-TOTAL MISCELLAN	EOUS EXPENSES:	\$0.00	\$0.00	



JOB#: 209705 TBD

JOB #:
P.O. #:
P.O. #:
CLIENT: Ventene Medical Systeme
1910 Innovation Park Dr.
Tucson, AZ 85755
Contact. Jili Imaratle
P. (520) 857-2155
F (520) 229-4207
C:

Project Estimate Date :

01/20/06

Project Estimate Date: 0'
FINAL
LOCATION: Wigwern Resort
300 Wigwarn Boulevard
Likehield Park, Artzona 65340
Context: Stacey E-Nakrb
Room. TBD
P 623-935-361
F 623-935-361

SHOW: Synchronicity 2008 APS REP: Mendy Medlin

LOAD IN: 01/15/06 5:00AM SHOW: 1/16 - 1/18/08 VARIOUS LOAD OUT: 01/18/06 11:00PM LABOR IS BASED ON A TEN HOUR DAY DETERMINATION OF THE PROPERTY OF THE PROPERTY

ner havare progressor between the SUMMARY PAGE

(\$720.00) \$1,642.50	\$10,555.00	SUB-TOTAL VIDEO:
\$0.00 \$0.00	\$14.876.00	SUB-TOTAL STAGING
\$220.00 \$200.60	\$7,676.00	SUB-TOTAL SOUND/AUDIO
(\$315.00) \$180.00	\$3,687.50	SUB-TOTAL LIGHTING:
(\$815.00) \$2,022.50	\$42,494.50	SUB-TOTAL RENTAL EQUIPMENT:
(\$86.02) \$163.82	\$3,442.05	8.10% RENTAL TAX
(\$661.02) \$2,188.32	\$45,038.55	TOTAL RENTAL EQUIPMENT:
(\$6,462.50) \$2,835.00	\$33,149.00	SUB-TOTAL LABOR:
\$0,00 \$75.00	\$800.00	SUB-TOTAL TRANSPORTATION:
\$490,00 \$0.00	\$0.00	SUB-TOTAL SUPPLY ITEMS AND SALES:
\$37.98 \$0.00	\$0.00	9% ILLINOIS SALES TAX:
\$0.00 \$0.00	\$0.00	SUB-TOTAL MISCELLANEOUS EXPENSES:
(\$5,815.54) \$5,096.32	\$79,685,55	GRAND TOTAL OF THIS PROJECT ESTIMATE:

FINAL TOTAL \$77,966.33

Conditions of Project Estimate:
The above pites are gausenleed for a 48 hous period from the "Project Estimate Outer".
To confirm their Project Estimate "into a combact, please sign this page and return to Absolute Production Services vio 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:	Oate:
Accepted Printed Name:	



JOB#: 209705

Project Estimate Date :

01/20/06

CLIENT: Ventana Medical System 1910 Innovation Park Dr. Tucson, AZ 66755 Contact: Jill Imwalle P. (520) 887-2155 F (520) 229-4207

LOCATION : Wigwam Resort Wigwam Reserved
Litchfield Park, Arizona 85340
Contact, Stacey El-Nalüb
Room: TBD P: 623-935-3811 F: 623-935-5691

LOAD IN : 01/15/06 SHOW: 1/16 - 1/18/06 V. LOAD OUT: 01/18/06 : LABOR IS BASED ON A TEN HOUR DAY 5:00AM VARIOUS 11 00PM

SHOW: Synchronicity 2006 APS REP: Mendy Medin

AGREEMENT - TERMS AND CONDITIONS

reduction Services Co. & American Audio Visual Co. (APS/AAV) (Leaser) hereby leases to the "Custemer" (Leases) the as herein specified upon the terms and conditions as set ferth in this Agreement.

acidnowladges and agraes as follows.

(A) The Leadee shall, at his own expense, pretect, keep and maintain, in his own custody, the equipment herein in peed order as when received, ordinary were and lear accepted.
(5) In the event the equipment is destroyed or disaugued by any means, or is lost, stolen or missing, the Lessee shall replace the same with equipment at equal value, and like kind and quality, and upon his failure to do on shall be labele to the or the replacement value of the could thereif as determined by accurations to the Lessee is replace or respect the same.

- (A) The Lesses agrees to season still responsibility and fability for the selectoristy register to register to register to register the same.

 (A) The Lesses appress to season still responsibility and fability for the selectoristy register to register the same requirements. Easi explanent is used in Lesses's select start and Lesses of inferratify and inferratify and inferrating and transfer selectorists. The selectorists are consistent of the explanent. (B) Indicate the foreign fability to the selectorists are quested to the retrieval selectorists are quested to the retrieval selectorists. The lesses of the explanent is the retrieval selectorists are consistent or selectorists. The lesses of the sequence of the explanent is the retrieval selectorists and the selectorists are consistent or reported.
- Lassee ocknowledges that he has examined and tested the equipment and that the same is in good, workable mechan for, and accepts the same in its present condition, and without any rental reduction or claim thereafter, Lessee agrees to fairly notify Lesser of any equipment not in good workable condition and le relum all equipment not in workable condition rigs of Lessee's own cost and expense.
- It shall be trivial for the Liesze, or its agents, at all resonable times to enter the premises upon which the equip the purpose of viewing the condition of said equipment and assuring Lessor at the security and safety thereof.
- yet to the purpose of visewing the condition of seed sequencer and assuring Leaser of the security and safety thereof.

 (A) If the Leases shall default on any of the terms, convenents and conditions therein or in tendy making any of the tymes defended, or if any execution or other vertice or process shall be issued in any soliton or processing against the Leases were by the seed equipment may be solicide or taken; or detained, or if a proceeding in hardropter, reconvenings or insolvency shall instituted by or against the Leases of the Center of the Seed of the Center of the service of the service of the Center of the service of the Center of the service of the service of the Center of the service of the service of the Center of the Seed of the Center of the service of the service of the Seed of the Center of the Seed of the Center of the Seed of the Seed of the Center of the Seed o
- 5. Rependiess of civil disturbance, acts of god or resoftworking. "Cancellations" must be received in writing by the Lassee and her based on the number of days prior to the event show date and a % of the signed quotation grand test. If cancellation occurs 1.0 business days or more prior to the entered stage. Of service charge will be assessed. If cancellation occurs 1.1.1 business days prior to the show date, a 25% service charge will be accessed. If cancellation occurs 1.0.1 business days prior to the show date, a 25% service charge will be accessed. If cancellation occurs 6.10 business days prior to the show date, a 25% service charge will be accessed of the charge will be accessed of the charge will be accessed.
- To secure the payment of all money due the Lessor as and for the rental or damages due hereunder, Lesson's hereby prizes irrevecably any elterney of any court of record to appear for Lesson in such court, in term time or vecation at any time



01/20/06

5:00AM VARIOUS 11:00PM

JOB#: 209705 Project Estimate Date : JOB #:
P.O. #:
CLIENT: Ventans Medical Systems
1910 Imnovation Park Dr.
Tucson, AZ 85755
Contact: Jil Immetile
P (520) 887-2155
F (520) 229-4207
C Project Estimate Date: 0
FINAL
LOCATION: Wigwam Resort
300 Wigwam Boulevard
Likehilely Park, Artzona 55340
Contact Stacey El-Nakib
Room: TBD
P: 823-935-3811
F: 823-935-5901 TBD LOAD IN: 01/15/06 1/18 - 1/18/06 01/18/06 SHOW : LOAD OUT : SHOW: Synchronicity 2008 APS REP: Mendy Medin LABOR IS BASED ON A TEN HOUR DAY posts and reasonable attorney fees, and to waive and release all errors which may intervene in any such proceedings and consentenced a cascifion upon such judgement hereby railfying and confirming all that said attemps may do by vinus thereof, hereby releasing all arms and valuing the right to appeal to the safet in that seems is permitted by tex. The acceptance of the return of the equipment is not a waiver by Lessor of any claims that it may have against the Lessor liver of claims for latent or petent damages to the equipment. This agreement comprises and contains the antire agreement between perties, including warranties and representations, if any, and may not be amended or modified, except by another agreement in writing, signed by both perties to this agreement. 10. Time is of the essence of this agreement. The parties hereto scree this acreement shall be construed in accordance with the laws of the State of Empire.

14. Lessee shell pay all state and local taxes, including but no limited to any certal tax or sales tax, which taxes are in addition to the cert specified in this agreement. All equipment charges are based on total number of days.

Lesses agrove to pay any and all transaction taxes imposed by the City of Chicago on all rental equipment used in the

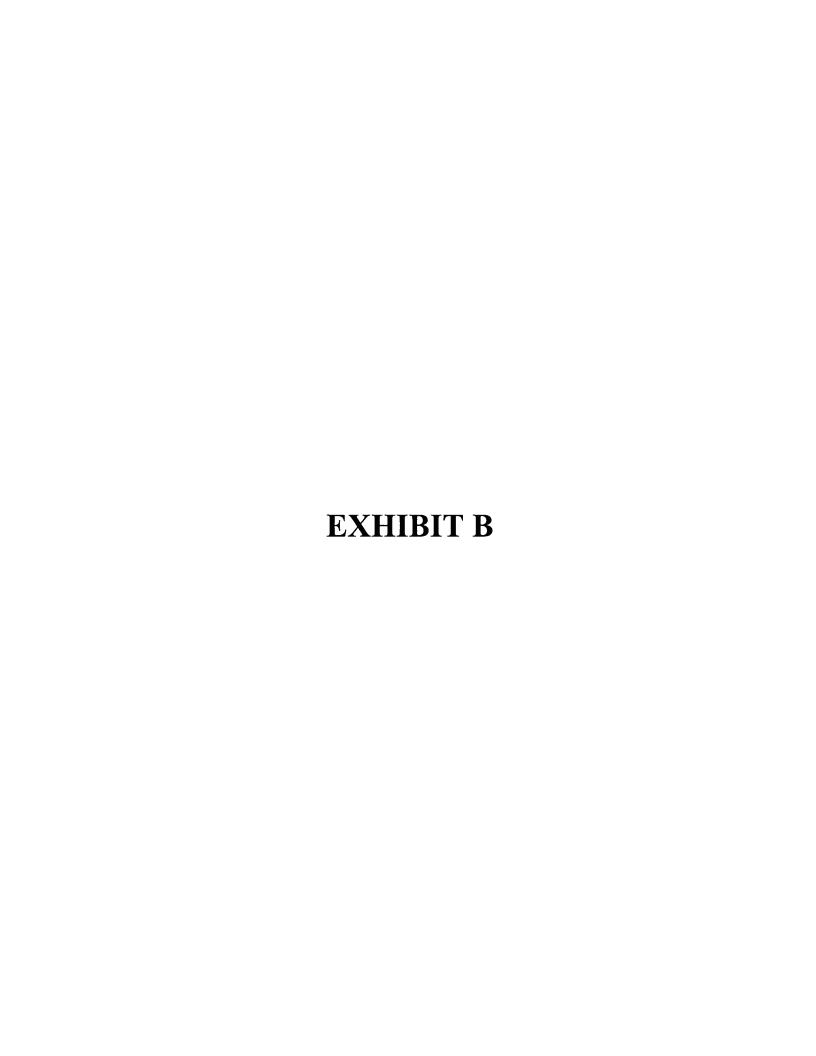
Local pick-up and delivery charges are extra and very with circumstances, but will be quoted in advance.

insurance for full replacement value of equipment is the responsibility of the Lessee.

19. All projection lamps, new or used, must be returned to APE/AAV for credit or Lessee will be billed by the same. No warranty is applicable to the equipment and no other vateranties are expossed or implied, including warranty of merchanizability release for a periodical purpose and not order obligation or istability on the part of APE/AAV. APE/AAV returned resources nor authorize larry person to easures for it any other obligation or fability with such equipment, APE/AAV and in no event be fabile for any injuries or of attempt, edited or consequential, tarring out of the use or the anothly to use the equipment whether, used simply ris in connection with any other equipment. The Lessee assumes all risk of loss, rijety, destruction or, liability what server resulting from he use of each equipment. Both called pulse, and determine the condition and satisfially of the equipment for its intanded use. The laren of the State of fillness shall apply in constaining the waterardy.

In the ovent that Lessee breaches any of the terms of this Agreement and Lesser retains an elistricy, Lessee shall be liable ion to any other sums due under this Agreement. for all reasonable atternays fees and costs expended by Lessor in ing to enforce is rigided or collect anounted due under this Agreement.

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



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:	D	\bigcirc	//	$n \sim 1$./ /	_
Employee: _	Tai	lee	Done	elled I	Date: 4/28/05	_
APS represer	ntative:	2	Karla	Date:	4-26-05	
	representative	: <u> </u>	<i>p- V</i>	1		





JOB#: QUOTE TBD

P.O. #:

THE LUNE OF STREET Project Estimate Date :

12/19/06

CLIENT: Ventana Medical Systems, Inc.

1910 Innovation Park Dr. Tucson, AZ 85755 Contact: Jill Imwalle P: (520) 887-2155

LOCATION: Westin La Paloma 3800 East Sunrise Drive

Tucson, AZ 85718 Contact: TBD Room: TBD

P: 520-742-6000

8:00am

SHOW: 2007 Sales Conference - It's Showtime!

LOAD IN: SHOW:

01/11/07 1/12 - 1/14/07 01/15/07

6:00am

14.148.00

APS REP : Mendy Medlin

C:

F: (520) 229-4207

7572334

LOAD OUT:

12:01am

QTY DAYS

VIDEO EQUIPMENT

PER DAY

SUB-TOTAL

VIDEO PACKAGE - GENERAL SESSION

3 9'x 12' Rear Projection Screen with Trim Kit 3 LCD Projector 6,000 Lumen

- 3 Short Throw Lens 3 Projector Scaffolding
- 3 Folsom 1604 with Preview Monitors
- 3 8' Preview Monitor A/B
- 3 DVD Player
- 3 42" Plasma with Stand (Confidence)
- 3 Cue Light
- 3 USB Thumb Drive
- 3 Humbucker
- 3 Cable Package
- 2 BetaCam SP Player / Recorder
- 2 Digital Camera Package (IMAG)
- 2 Long Throw Camera Lens

VIDEO PACKAGE - PAVILION

- 1 9' x 12' Front Projection Screen with Trim Kit 1 LCD Projector 6,000 Lumen
- 1 Projector Lens
- 1 Projector Scaffolding
- 1 Scan Converter
- 1 9" Preview Monitor
- 1 DVD Player 1 Cable Package

THIS DOES NOT INCLUDE:

Two Laptop Computers

Back up projectors

CLIENT TO PROVIDE ALL NECESSARY POWER:

1,316.00

SUB-TOTAL VIDEO:

\$15,464.00



JOB#: QUOTE

P.O. #: TBD Project Estimate Date :

LOCATION: Westin La Paloma

12/19/06

CLIENT: Ventana Medical Systems, Inc.

1910 Innovation Park Dr. Tucson, AZ 85755 Contact: Jill Imwalle P: (520) 887-2155 F: (520) 229-4207

3800 East Sunrise Drive Tucson, AZ 85718 Contact: TBD Room: TBD P: 520-742-6000

LOAD IN: SHOW: 8:00am

SHOW: 2007 Sales Conference - It's Showtime! APS REP: Mendy Medlin

LOAD OUT: BURRELL. 1/12 - 1/14/07 6:00am 01/15/07 12:01am

QTY DAYS

STAGING EQUIPMENT

PER DAY

01/11/07

SUB-TOTAL

17,680.00

STAGING PACKAGE - SET 1 9' x 12' Screen Surrounds

1 Truss Arch 17' x 27'

1 Podium

1 Red Drape Package - Burgundy

1 Grey Carpeting 1 Stage Skirting - Black Custom Steps & Thrust
 Hollywood Squares Set

2,404.80

ADDITIONAL STAGING ITEMS
3 Running Feet of Control Drape
3 40' Truss Teaser

3 Power Distro 3 100' Feeder Cable 2 4' x 4' x 2' Camera Risers

3 Scissor Lift / Man Lift

STAGING PACKAGE - PAVILION

1 Running Feet Black Pipe & Drape

500.00

50

THIS DOES NOT INCLUDE:

12' x 8' x 2' H Riser for Mix Position

CLIENT TO PROVIDE ALL NECESSARY POWER:

SUB-TOTAL STAGING:

\$20,584.80



QUOTE JOB#: Project Estimate Date : 12/19/06 P.O. #: TBD CLIENT: Ventana Medical Systems, Inc. LOCATION: Westin La Paloma 1910 Innovation Park Dr. 3800 East Sunrise Drive Tucson, AZ 85755 Tucson, AZ 85718 Contact: TBD Contact: Jill imwalle P: (520) 887-2155 Room: TBD F: (520) 229-4207 P: 520-742-6000 C: LOAD IN: 01/11/07 8:00am SHOW: 2007 Sales Conference - It's Showtime! SHOW: 1/12 - 1/14/07 6:00am APS REP : Mendy Medlin 01/15/07 LOAD OUT: 12:01am **SOUND / AUDIO EQUIPMENT** QTY DAYS PER DAY SUB-TOTAL AUDIO PACKAGE - GENERAL SESSION 3 24 Channel Mixer 6,708.00 3 200' Mic Snake 3 Small Audio Rack 3 EAW Speaker with Stands 3 Delay Speakers 3 Monitor Speakers 3 Subwoofer 3 CD Player 3 Amp Rack 3 Antenna DA 3 UHF Wireless Microphone Combo Units 3 Wired Microphone with Stand 3 Podium Microphone Kit 3 Computer Audio Kit 3 Clear Com Base Station 3 Clear Com Bell Packs with Headset 3 Clear Com Wireless Base Station 3 Clear Com Wireless Belt Pack with Headset 3 Cable Package **AUDIO PACKAGE - PAVILION** 756.00 1 12 Channel Mixer 1 Small Audio Rack 1 Small Amp Rack 1 300 Watt Speaker with Stand 1 Subwoofer 1 Wired Microphone with Stand 1 Cable Package THIS DOES NOT INCLUDE: Any Talent Requirements Table Microphones for Hollywood Squares CLIENT TO PROVIDE ALL NECESSARY POWER: SUB-TOTAL SOUND/AUDIO: \$7,464.00 QTY DAYS LIGHTING EQUIPMENT PER DAY SUB-TOTAL LIGHTING PACKAGE 2,668.00 1 Small Conventional Lighting Console 1 ETC Source Four Pars (Uplights) 16 1 ETC Source Four Lekos (Stage Wash) 1 Dimmer Rack 1 10' x 12" x 12" Box Truss 1 1/2 Ton Chain Motors with Controller 1 Rigging Package 1 Cable Package 1 Followspotlight on tripod 4 House Rigging Points 2 THIS DOES NOT INCLUDE: CLIENT TO PROVIDE ALL NECESSARY POWER: SUB-TOTAL LIGHTING: \$2,668.00

Corporate Offices:
9827 West Farragut Street
Rosemort, IL 60018
Toll Free: 877-228-4782
Ph: 773-992-9800
Fax: 773-992-9801
www.absolutepros.com



JOB#: QUOTE

TBD

Project Estimate Date :

12/19/06

P.O. #: CLIENT: Ventana Medical Systems, Inc.

1910 Innovation Park Dr. Tucson, AZ 85755 Contact: Jiii Imwalle P: (520) 887-2155 F: (520) 229-4207

LOCATION: Westin La Paloma

3800 East Sunrise Drive Tucson, AZ 85718 Contact: TBD Room: TBD

P: 520-742-6000

LOAD IN:

F: 01/11/07

8:00am

SHOW: 2007 Sales Conference - It's Showtime! APS REP : Mendy Medlin

SHOW: LOAD OUT: 1/12 - 1/14/07 01/15/07

6:00am 12:01am

QTY DAYS

* LABOR

RATE

SUB-TOTAL

LABOR PACKAGE - PER CLIENT PROVIDED SCHEDULE

38,985.00

4 Production Manager

C:

2 Rigger

4 Video Engineer

1 Projectionist 2 Cameraman

4 Power Point Operator

4 Lighting Engineer

4 Sound Engineer - A1 2 Sound Engineer - A2

1 Spotlight Operators

2 Laborer

THIS DOES NOT INCLUDE:

Overnight Security

LABOR BASED ON NON-UNION RATES

SUB-TOTAL LABOR:

\$38,985.00

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 e 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 tull 6 hour break is granted. TURNAROUND RATE (TRI:

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.



JOB # : QUOTE **Project Estimate Date:** 12/19/06 P.O.#: TBD CLIENT : Ventana Medical Systems, Inc. 1910 Innovation Park Dr. LOCATION: Westin La Paloma 3800 East Sunrise Drive Tucson, AZ 85755 Tucson, AZ 85718 Contact: Jill Imwalle Contact: TBD P: (520) 887-2155 Room: TBD F: (520) 229-4207 P: 520-742-6000 LOAD IN: 01/11/07 8:00am SHOW: 2007 Sales Conference - It's Showtimel SHOW: 1/12 - 1/14/07 6:00am APS REP : Mendy Medlin LOAD OUT: 01/15/07 12:01am **TRANSPORTATION** QTY DAYS RATE SUB-TOTAL TRANSPORTATION PACKAGE
2 Delivery/Pickup 2,550,00 1 Airfare 5 Ground Transportation THIS DOES NOT INCLUDE: SUB-TOTAL TRANSPORTATION: \$2,550.00 **SUPPLY ITEMS AND SALES** QTY DAYS EACH SUB-TOTAL SUPPLY ITEMS AND SALES PACKAGE 420,00 12 1 Beta SP Tape Stock - 90 minute THIS DOES NOT INCLUDE: SUB-TOTAL SUPPLY ITEMS AND SALES: \$420.00 **MISCELLANEOUS EXPENSES** QTY DAYS EACH SUB-TOTAL MISCELLANEOUS EXPENSES PACKAGE
5 Hotel Accommodations - CLIENT TO PROVIDE TBD THIS DOES NOT INCLUDE: SUB-TOTAL MISCELLANEOUS EXPENSES:



JOB#: P.O. #: QUOTE TBD

Project Estimate Date:

12/19/06

这些国际基础结合。

CLIENT: Ventana Medical Systems, Inc. 1910 Innovation Park Dr. Tucson, AZ 85755 Contact: Jill Imwalle P: (520) 887-2155 F: (520) 229-4207

LOCATION: Westin La Paloma 3800 East Sunrise Drive Tucson, AZ 85718 Contact: TBD Room: TBD

P: 520-742-6000 F:

LOAD IN: SHOW:

01/11/07 1/12 - 1/14/07 LOAD OUT: 01/15/07

8:00am 12:01am

SHOW: 2007 Sales Conference - It's Showtime!

APS REP : Mendy Medlin

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

RENTAL TAX:

\$3,740.64

TOTAL RENTAL EQUIPMENT:

\$49,921.44

\$38,985.00

SUB-TOTAL LABOR: SUB-TOTAL TRANSPORTATION:

\$2,550.00

SUB-TOTAL SUPPLY ITEMS AND SALES:

\$420.00 \$37.80

9% ILLINOIS SALES TAX:

GRAND TOTAL OF THIS PROJECT ESTIMATE:

SUB-TOTAL MISCELLANEOUS EXPENSES:

\$91,914.24

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

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



JOB#: P.O. #:

QUOTE TBD

Project Estimate Date :

12/19/06

CLIENT: Ventana Medical Systems, Inc.

C:

1910 Innovation Park Dr.

Tucson, AZ 85755 Contact: Jill Imwalle P: (520) 887-2155 F: (520) 229-4207

LOCATION: Westin La Paloma

3800 East Sunrise Drive Tucson, AZ 85718 Contact: TBD

Room: TBD P: 520-742-6000

LOAD IN:

8:00am

01/11/07

SHOW: 2007 Sales Conference - It's Showtime! APS REP : Mendy Medlin

SHOW: LOAD OUT: 1/12 - 1/14/07 01/15/07

6:00am 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.

essee acknowledges and agrees as follows:

The Lessee shall, at his own expense, protect, keep and maintain, in his own custody, the equipment he

ented, 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 or 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

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

. It shall be lawful for the Lessor, or its agents, at all reasonable times to enter the premises upon which the equipment is ept 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 end, for such purpose, Lessor, its agent or employees, may ther 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 ratake the same, without being liable to any suit or action or other proceedings by the Lessee.

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 authorizate 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

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.

B. 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 accessed. If cancellation occurs 1-10 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.

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

kept to the purpose of viewing the condition of said aguipment and essuring Lessor of the security and sizety 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 judgmant 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 emptoyeas, 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 proceadings by the Lessee.

(B) Nothing contained herein shall be construed to ber 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 mendy, but the same shall be cumulative and shall be in addition to every other remedy be never never 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.

19/06

8. 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 accessed. If cancellation occurs 6-10 business days prior to the show date, a 50% service charge will be accessed. 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.

8:00am 2:01am

To secure the payment of all money due the Lessor as and for the rental or damages due hereunder, Lessee's hereby as irrevocably any attomay 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 th releasing all error and waiving the right to appeal to the extent that the same is permitted by law.

- 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.
- This agreement comprises and contains the entire agreement between parties, including warranties and representations, if ny, and may not be amended or modified, except by another agreement in writing, signed by both parties to this agreeme
- 10. Time is of the essence of this agreement.
- 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 Itinois
- 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.
- Lessee shalf pay all state and local taxes, including but no limited to any rental tax or sales tax, which taxes are in addition to the rent specified in this agreem
- 15. All equipment charges are based on total number of days.
- All prices are F.O.B. Rosemont Illinois.
- 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.
- All projection lamps, new or used, must be returned to APS/AAV for credit or Lessee will be bitled 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 eny 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, fiability 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 lews of the State of tilinois shell apply in construing this warranty.
- All Payments not received by the Lessor when due from the Lessee shall bear a service charge at the rate of one and onehalf (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.

agree to the terms and conditions stated above and take full responsibility for the equipment I rented.				
CUSTOMER SIGNATURE:	DATE:			
PRINTED NAME:				



Project Estimate Date :

SUB-TOTAL STAGING:

12/11/06

JOB#:

P.O. #:

QUOTE

TBD

CLIENT: Ventana Medical Systems, Inc. LOCATION: Westin La Paloma 1910 Innovation Park Dr. 3800 East Sunrise Drive Tucson, AZ 85718 Contact: TBD Tucson, AZ 85755 Contact: Jill Imwalle P: (520) 887-2155 Room: TBD F: (520) 229-4207 P: 520-742-6000 LOAD IN: 01/10/07 TBD SHOW: It's Showtime! Break Outs SHOW: 1/11 - 1/14/07 TBD APS AE: Paula Rouillard LOAD OUT: 01/14/07 TBD APS PM: Mendy Medlin LABOR IS BASED ON A TEN HOUR DAY **VIDEO EQUIPMENT** QTY DAYS **PER DAY** SUB-TOTAL VIDEO PACKAGE - FRIDAY 1/12/07

1 8' Tripod Screen with Skirt 1,283,20 1 LCD Projector 2,000 lumen 1 AV Cart w/ Drape 1 Wireless Mouse 1 Cable Package <u>CAMERA PACKAGE - 1/12/07</u>
1 Digital Camera Package 540.00 1 VIDEO EDITING - 1/12/07 1,000.00 1 Editing Laptop 1 VIDEO PACKAGE - SAT 1/13 & SUN 1/14/07 2 8' Tripod Screen with Skirt 4.010.00 5 2 LCD Projector 2,000 lumen 2 AV Cart w/ Drape 2 Wireless Mouse 2 Cable Package THIS DOES NOT INCLUDE: Video Source CLIENT TO PROVIDE ALL NECESSARY POWER: SUB-TOTAL VIDEO: \$6,833.20 STAGING EQUIPMENT QTY DAYS PER DAY SUB-TOTAL STAGING PACKAGE THIS DOES NOT INCLUDE: CLIENT TO PROVIDE ALL NECESSARY POWER:

> Corporate Offices: 9827 West Farragut Street Rosement, IL 60018 Toll Free: 877-228-4782 Ph: 773-992-9800 Fax: 773-992-9801 www.sbsolutepros.com



BERTHER LEVEL CONTROL THE PROPERTY OF THE PARTY OF TH JOB#: QUOTE **Project Estimate Date:** 12/11/06 P.O.#: TBD CLIENT: Ventana Medical Systems, Inc. LOCATION: Westin La Paloma 1910 Innovation Park Dr. 3800 East Sunrise Drive Tucson, AZ 85755 Tucson, AZ 85718 Contact: TBD Contact: Jill imwalle P: (520) 887-2155 Room: TBD F: (520) 229-4207 P: 520-742-6000 F: TBD LOAD IN: 01/10/07 SHOW: It's Showtime! Break Outs APS AE: Paula Rouillard SHOW: 1/11 - 1/14/07 TBD LOAD OUT: 01/14/07 TBD APS PM : Mendy Medlin LABOR IS BASED ON A TEN HOUR DAY **SOUND / AUDIO EQUIPMENT** QTY DAYS PER DAY SUB-TOTAL AUDIO PACKAGE - FRIDAY 1/12/07 <u>672.00</u>

AUDIO PACKAGE - FRIDAY 1/12/07

1 Power Speaker with Stand

1 UHF Wireless Microphone (Lav or Hand Held)

1 Cable Package

AUDIO PACKAGE - SAT 1/13 & SUN 1/14/07

2 Power Speaker with Stand

2 UHF Wireless Microphone (Lav or Hand Held)

2 Cable Package

THIS DOES NOT INCLUDE:
CLIENT TO PROVIDE ALL NECESSARY POWER:

SUB-TOTAL SOUND/AUDIO: \$2,772.00

QTY DAYS LIGHTING EQUIPMENT

PER DAY

SUB-TOTAL

LIGHTING PACKAGE

THIS DOES NOT INCLUDE: CLIENT TO PROVIDE ALL NECESSARY POWER:

SUB-TOTAL LIGHTING:



JOB#:

QUOTE TBD

Project Estimate Date :

12/11/06

P.O. #: TE

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 Sunnse Drive Tucson, AZ 85718 Contact: TBD Room: TBD P: 520-742-6000

LOAD IN:

01/10/07 1/11 - 1/14/07

TBD TBD

SHOW: It's Showtime! Break Outs APS AE: Paula Rouillard APS PM: Mendy Medlin SHOW: 1 LOAD OUT:

01/14/07 TBD

LABOR IS BASED ON A TEN HOUR DAY

QTY DAYS

* LABOR

RATE

2.775.00

LABOR PACKAGE

Production Manager Crew Chief

Rigger

1 Video Engineer 3 AV Engineer Editing

Load-In, Show, Load-Out

1 Cameraman

Lighting Designer Lighting Engineer Sound Engineer

1 2 Laborer

Load-In & Load-Out

See other estimate

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.



JOB#:

QUOTE

Project Estimate Date :

12/11/06

P.O. #: TBD CLIENT: Ventana Medical Systems, Inc. **LOCATION: Westin La Paloma** 1910 Innovation Park Dr. 3800 East Sunrise Drive Tucson, AZ 85755 Tucson, AZ 85718 Contact: Jill Imwalle Contact: TBD P: (520) 887-2155 Room: TBD F: (520) 229-4207 P: 520-742-6000 C: 01/10/07 TBD LOAD IN: 1/11 - 1/14/07 SHOW: It's Showtime! Break Outs SHOW: TBD AP\$ AE : Paula Rouillard LOAD OUT: 01/14/07 TBD APS PM: Mendy Medlin LABOR IS BASED ON A TEN HOUR DAY **TRANSPORTATION** QTY DAYS RATE SUB-TOTAL TRANSPORTATION PACKAGE <u> 250.00</u> 1 Delivery/Pickup THIS DOES NOT INCLUDE: SUB-TOTAL TRANSPORTATION: **SUPPLY ITEMS AND SALES** QTY DAYS EACH SUB-TOTAL SUPPLY ITEMS AND SALES PACKAGE <u>70.00</u> 2 1 BetaSP Tape Stock THIS DOES NOT INCLUDE: SUB-TOTAL SUPPLY ITEMS AND SALES: \$70.00 **MISCELLANEOUS EXPENSES** QTY DAYS EACH SUB-TOTAL MISCELLANEOUS EXPENSES PACKAGE 5 Hotel Accommodations - Client To Provide TBD THIS DOES NOT INCLUDE: SUB-TOTAL MISCELLANEOUS EXPENSES:



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JOB#: QUOTE

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:

SHOW: It's Showtimel Break Outs

APS AE : Paula Rouillard APS PM : Mendy Medlin Project Estimate Date :

12/11/06

LOCATION: Westin La Paloma

3800 East Sunrise Drive Tucson, AZ 85718 Contact: TBD Room: TBD

P: 520-742-6000

LOAD IN :

01/10/07

TBD

SHOW:

1/11 - 1/14/07 01/14/07

TBD 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

TOTAL RENTAL EQUIPMENT:

\$10,373.62

SUB-TOTAL LABOR:

\$2,775.00

SUB-TOTAL TRANSPORTATION:

\$250.00

SUB-TOTAL SUPPLY ITEMS AND SALES:

\$70.00 \$6.30

9% ILLINOIS SALES TAX: SUB-TOTAL MISCELLANEOUS EXPENSES:

GRAND TOTAL OF THIS PROJECT ESTIMATE:

\$13,474.92

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.

Corporate Offices: 9827 Wesi Farragut Street Rosemont, IL 60018 Toll Free: 877-228-4782 Ph: 773-992-9800 Fax: 773-992-9801 www.absolutepros.com



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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:

SHOW: It's Showtime! Break Outs

APS AE : Paula Rouillard APS PM: Mendy Medlin

Project Estimate Date :

12/11/06

LOCATION: Westin La Paloma

3800 East Sunrise Drive Tucson, AZ 85718 Contact: TBD Room: TBD

P: 520-742-6000

LOAD IN: 01/10/07

TBD 1/11 - 1/14/07 TRO TBD

SHOW: LOAD OUT: 01/14/07

LABOR IS BASED ON A TEN HOUR DAY

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see acknowledges and agrees as follows:

- The Lessee shall, at his own expense, protect, keep and maintain, in his own custody, the equipment herein
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- The Lessee agrees to assume full responsibility and liability for the safekeeping and return to L 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
- (6) 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 schange at Lessee's own cost and expense.
- It shall be lawful for the Lessor, or its agents, at all reasonable times to enter the premises upon which the equipment is
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- 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 errangement 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.
- 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 accessed. If cancellation occurs 6-10 business days prior to the show date, a 50% service charge will be accessed. If cancellation occurs 1-5 business days prior to the show data, a 75% service charge will be assessed and if the event is in progress, 100% service charge will be assessed
- 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

 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 e proceeding in benkruptcy, receivership or insolvency shell 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.
(8) Nothing contained herein shall be construed to bar or prevent the Lessor, in the event of money being due it for rental, 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 accessed. If cancellation occurs 6-10 business days prior to the show date, a 50% service charge will be accessed. 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 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.
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 dameges to the equipment.
This agreement comprises end 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 no limited to any rental tax or sales tax, which taxes are in addition of the rent specified in this agreement.
 All equipment charges are based on total number of days.
6. All prices are F.O.B. Rosemont, Illinois.
 Local pick-up and delivery charges ere extra and vary with circumstances, but will be quoted in advance.
8. Insurance for full replacement value of equipment is the responsibility of the Lessee.
9. All projection lamps, new or used, must be returned to APS/AAV for credit or Lessee will be billed for the same. No werranty is applicable to the equipment and no other warranties are expressed or implied, including warranty of merchantability of these for a particular purpose and for other obligation or liability on the part of APS/AAV. APS/AAV neither assumes nor authorizes my person to assume for it any other obligation or liability with such equipment, APS/AAV shall in no event be liable for any injury, oss or damage, direct or consequential, arising out of the use or the inability to use the equipment, whether, used singly or inconnection with any other equipment. The Lessee assumes all risk of loss, Injury, destruction or, liability whatsoever resulting from he 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.
 All Payments not received by the Lessor when due from the Lessee shall bear a service charge at the rate of one and one- alf (1-1/2%) percent per month.
11. In the event that Lessee breaches any of the terms of this Agreement and Lessor retains an attorney, Lessee shall be liable a addition to any other sums due under this Agreement, for all reasonable attorneys fees end costs expended by Lessor in Itempting 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.

Corporate Offices: 9927 West Farragut Street Rosemont, IL 80018 Toll Free: 877-228-4782 Ph; 773-992-9800 Fax: 773-992-9801 www.absolutepros.com

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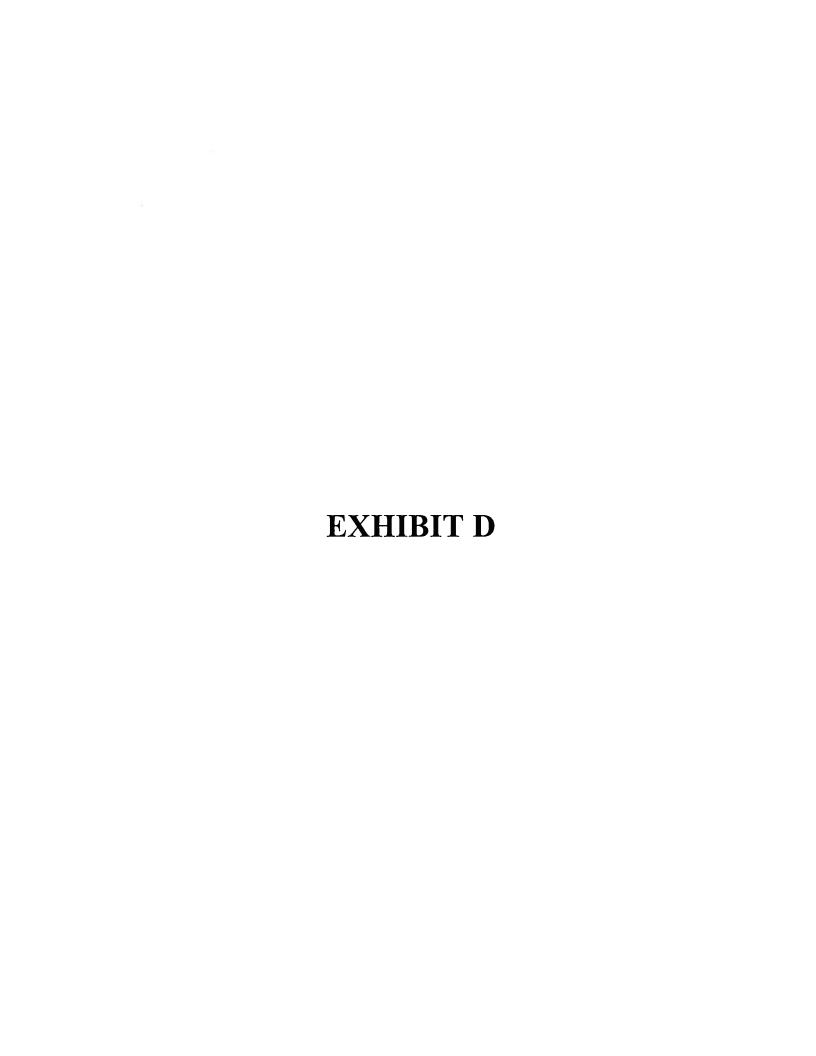
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CUSTOMER SIGNATURE: ___

PRINTED NAME:

__ DATE: ___





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

EVENT MANAGEMENT PROPOSAL

PROPOSAL DATE:	12/22/2006
PROPOSAL NO.:	VENT0005
PO NO.:	Verbal
TERMS:	50% Deposit, Balance Net 30
DUE DATE:	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 SER 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
	Event Sub-Total	\$127,365.00
	Approved Change Orders	\$0.00
	5% Administrative Fee	\$19,104.75
	Total Event Invoice	\$146,469.75
	Event Deposit	\$0.00
	Balance Due	\$146,469.75

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 demages, 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 it rights under, or repudiating, the contract.

2007 Ventana International Sales Meeting

Pre-Event Management, Planning an	d Coordination	ŌŊ.	Mismber of Units	Rafa	
Pre-Event Client Event Strategy and Plan	nning Meetings				C. T. C.
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 Actu	ial)	5.00	1.00	\$100.00	\$500.00
nternal Pre-Event Project Management N	Meetings		 	-	
Conference Calls					\$0.00
Russell		1.00	0.50	\$550.00	\$275.00
David		1.00	0.50	\$500.00	\$250.00
V 200 C C C C C C C C C C C C C C C C C C	(0.00	0.00	\$500.00	\$0.00
	1. (0.00	0.00	\$500.00	\$0.00
Miscellaneous (Billed as Actu	al) (0.00	0.00	\$0.00	\$0.00
re-Event Team Meetings			4		- · · · · · · · · · · · · · · · · · · ·
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
re-Event Vendor Management			<u> </u>		
Vendor Management & Coord	dination (0.00	1.00	\$500.00	\$0.00
re-Event Administration					
Administration		0.00	0.00	\$500.00	\$0.00
Mailing		0.00	0.00	\$500.00	\$0.00
ost-Event Reconciliation			<u> </u>		
Reconciliation		.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
252 x ((pr. 10) 2	e-Event Management, Plan		 		\$5,500.00
re-Event Attendee Communication		Qty	Number of Units	Rute	
ave the Date Announcement		73502	Av. Cilige.		
Save the Date Announcement		0.00	0.00	\$0.00	\$0.00
re-Event Transportation Announcement			0.00	V 0.00	
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
e-Event Communications				Ψυ.υυ	40.00
Writing Time (Per Hour)	1 0	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
Touthlies (pilled as Actual)					\$0.00
	Pre-Event Atte	HUGE C	William Caron	a Sun-i Grat	000007

Pre-Byent Registration & Post Byent Ca	mmunicania Dv	Marrison of Units	Ratio	
Custom On-Line Registration Website		I SHE		
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
Reporting Updates		<u> </u>		
Logistics	0.00	0.00	\$500.00	\$0.00
Computer Tracking/Reporting	0.00	1.00	\$500.00	\$0.00
Follow Up Questionnaire			. <u></u>	
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 Actu	ual) 0.00	0.00	\$0.00	\$0.00
Pre-Event Re	egistration & Post Event C	ommunicatio	ns Sub-Total	\$0.00
total Roloms and Function Space	Cety :	Bumber of	Faith	
Pre-Event Hotel Management	1 to 42.	Utille		公子 是一种工作。
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
Event Hotel Room Costs	1 0.00	0.00	\$500.00	\$0.00
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
vent Function Space Costs	0.00	0.00	40.00	40.00
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
			 	\$0.00
Dining Space	0.00	0.00	\$0.00	\$0.00
Fax/Phone Lines	0.00	0.00	\$0.00	40.00
Post-Event Logistics	0.00	0.00	\$500.00	\$0.00
	1 0.00	0.00	\$500.00	\$0.00
n-Site Office Space 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
Printer Rental	1.00	0.00	\$500.00	\$0.00 \$500.00
		1.00	\$500.00	\$0.00
Office Supplies Rental	0.00	1.00	1	\$0.00 \$500.00
	Hotel Rooms and	runction Spa	Ce Sub-iotal	UU.UUG
Coordination of Transportation		-Units	经验证	
re-Event Transportation Management				
Logistics and Research (AM)	0.00	1.00	\$500.00	\$0.00
Logistics and Research (LM)	0.00	0.00	\$500.00	\$0.00

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Event T	ransportation 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
N.	VIP Transportation	0.00	1.00	\$100.00	\$0.00
		Coordination o	f Transportati	on Sub-Total	\$0.00
Pre-Eve	nt Food and Beverage Management	tota la notational	The second second	C. Marcanen	
	Catering Manager (AM)	0.00	0.00	\$500.00	\$0.00
	Catering Manager (LM)	0.00	0.00	\$500.00	\$0.00
Event Fo	ood and Beverage Management		0.00		V
	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
	Saturday Breakfast	0.00	0.00	\$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
IP 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
reakout	Session Refreshments				
	Breakout Session Refreshments	0.00	0.00	\$0.00	\$0.00
		Foo	d and Bevera	ge Sub-Total	\$0.00
V&SI	aging	6.67	Number of Units	Ratio	
re-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
					2 C 2 C 2 C 2 C 2 C 2 C 2 C 2 C 2 C 2 C

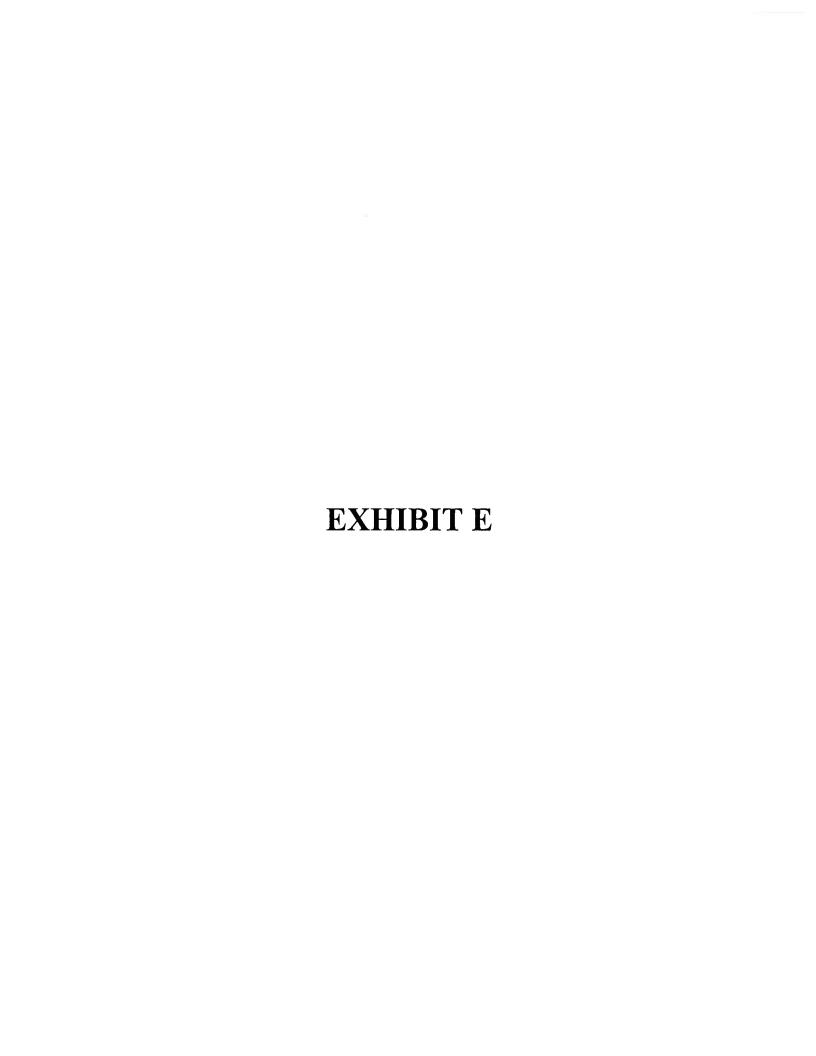
General	Session AV & Staging	,		,	
	Rigging	0.00	1.00	\$3,000.00	\$0.00
	Power	1.00	1.00	\$2,000.00	\$2,000.00
	Set Design	1.00	1.00	\$18,600.00	\$18,600.00
•	Video and Video Camera Production	1.00	1.00	\$15,143.00	\$15,143.00
	Sound and Audio Package	1.00	1.00	\$5,885.00	\$5,885.00
	Lighting Package	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, teardoen and stand by.	1.00	1.00	\$1,000.00	\$1,000.00
Breakout	Sessions		<u>' </u>		
	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 Pro	duction				
	Video Production (TBD, Estimate for Opening Trailers and video editing)	1.00	1.00	\$10,000.00	\$10,000.00
			AV & Stagi	ng Sub-Total	\$105,500.00
			7.1. C. O.C.	.g cas rea.	7:00,000
Room D	Négoor .	Qiy	Number of	(Ratio	
<u> </u>		ÓУ		5. V. S.	
<u> </u>		0.00	Number of	řete	
<u> </u>	xor	0.00	Number of Units	\$0.00	\$0.00
<u> </u>	Table Labels China	0.00	Nujriber of Units	\$0.00 \$0.00	\$0.00 \$0.00
<u> </u>	Table Labels China Silverware	0.00 0.00 0.00	0.00 0.00 0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00
	Table Labels China Silverware Napkins	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 \$0.00 \$0.00 \$0.00
<u> </u>	Table Labels China Silverware Napkins Tablecloths	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 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Fable Déc	Table Labels China Silverware Napkins Tablecloths Table Gifts	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 \$0.00 \$0.00 \$0.00
Fable Déc	Table Labels China Silverware Napkins Tablecloths Table Gifts	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 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Fable Déc	Table Labels China Silverware Napkins Tablecloths Table Gifts cor Centerpieces	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 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Fable Déc	Table Labels China Silverware Napkins Tablecloths Table Gifts Centerpieces Artwork	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 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Fable Déc	Table Labels China Silverware Napkins Tablecloths Table Gifts cor Centerpieces Artwork Special Lighting	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 0.00 0.0	\$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 \$0.00 \$0.00 \$0.00
Fable Déc	Table Labels China Silverware Napkins Tablecloths Table Gifts Centerpieces Artwork Special Lighting Trees	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	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 \$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 \$0.00
Fable Déc	Table Labels China Silverware Napkins Tablecloths Table Gifts cor Centerpieces Artwork Special Lighting Trees Plants and Flowers	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	\$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 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Fable Déc	Table Labels China Silverware Napkins Tablecloths Table Gifts Or Centerpieces Artwork Special Lighting Trees Plants and Flowers Signage	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	\$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 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Fable Déc	Table Labels China Silverware Napkins Tablecloths Table Gifts cor Centerpieces Artwork Special Lighting Trees Plants and Flowers Signage Creative Signage	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	\$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 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Fable Déc	Table Labels China Silverware Napkins Tablecloths Table Gifts Cor Centerpieces Artwork Special Lighting Trees Plants and Flowers Signage Creative Signage Posters	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	\$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 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Fable Déc	Table Labels China Silverware Napkins Tablecloths Table Gifts cor Centerpieces Artwork Special Lighting Trees Plants and Flowers Signage Creative Signage	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	\$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 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Fable Déc	Table Labels China Silverware Napkins Tablecloths Table Gifts Cor Centerpieces Artwork Special Lighting Trees Plants and Flowers Signage Creative Signage Posters	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	\$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 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Room Déc	Table Labels China Silverware Napkins Tablecloths Table Gifts Cor Centerpieces Artwork Special Lighting Trees Plants and Flowers Signage Creative Signage Posters Banners/Flags Miscellaneous Decorative Items	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	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	\$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	\$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
Room Déc	Table Labels China Silverware Napkins Tablecloths Table Gifts Cor Centerpieces Artwork Special Lighting Trees Plants and Flowers Signage Creative Signage Posters Banners/Flags Miscellaneous Decorative Items	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	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	\$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	\$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
Room Déc	Table Labels China Silverware Napkins Tablecloths Table Gifts Cor Centerpieces Artwork Special Lighting Trees Plants and Flowers Signage Creative Signage Posters Banners/Flags Miscellaneous Decorative Items	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 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	\$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	\$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 \$0.00

Flooring			T	
Flooring	0.00	0.00	\$0.00	\$0.00
Shipping/Delivery Charge	0.00	0.00	\$0.00	\$0.00
Shipping/Delivery Charge	0.00	0.00	\$0.00	\$0.00
		1	cor Sub-Total	\$0.00
Program Entertainment & Team Building Manage	une Gty	Number of		
The state of the s	HATE CHOY	Units	Flatte	
Pre-Event Program Entertainment Management		1		
Pre-Event Logistics	0.00	0.00	\$500.00	\$0.00
Program Entertainment	1 000			40.00
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
Team Building Activity	1 000	1 000	60.00	\$0.00
Team Building Activity	0.00	0.00	\$0.00	\$0.00
Program Entertainment	co ream Buildi	ng managem	ent Sub- i otal	\$3,000.00
Display Properties & Management				
Pre-Event Display Properties Management				
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
Fleet Management				
Fleet Management Logistics	0.00	0.00	\$500.00	\$0.00
Display Properties				
Properties	0.00	0.00	\$0.00	\$0.00
Properties	0.00	0.00	\$0.00	\$0.00
Dis	play Properties	& Managem	ent Sub-Total	\$0.00
Program Colleteral Meterials	City	Mamber of Units	Rate	
Pre-Event Program Collateral Materials Management	and the state of the state of			
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
Printing / Production Costs				
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
Aailing Materials	1		1 45.55	*
Creative	0.00	0.00	\$0.00	\$0.00
		<u> </u>	40.00	

ř					
	Mailing Production	0.00	0.00	\$0.00	\$0.00
Signage			,=	,	
	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
	<u> </u>	0.00	0.00	\$0.00	\$0.00
PowerPoi	nt Template	,			
	Creative	0.00	0.00	\$0.00	\$0.00
	Production	0.00	0.00	\$0.00	\$0.00
Program I	Materials Shipping		·		
	Shipping Costs	0.00	0.00	\$0.00	\$0.00
		Program Col	lateral Materia	als Sub-Total	\$2,000.00
Pre-Event	Oscar & Room Gifts Logistics				
	Room Gift Logistics	0.00	0.00	\$500.00	\$0.00
Oscar & R	toom Gifts		l		· · · · · · · · · · · · · · · · · · ·
	Oscar & Room Gifts	0.00	0.00	\$0.00	\$0.00
Gift Delive		<u> </u>	<u> </u>	1 1	·
	Gift Delivery Costs	0.00	0.00	\$0.00	\$0.00
	-		ar & Room Gi	fts Sub-Total	\$0.00
	ight Planning, Scripting and Materials		Completed S	BURGARIA	
			of what is		
Pre-Event	Oscar Night Logistics				A
	Oscar Night Planning & Logistics	0.00	0.00	\$500.00	\$0.00
Oscar Nigi	ht Scripting & Materials			T	A
	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
Linea e	Misc Expenses	0.00	0.00	\$0.00	\$0.00
	Oscar Night Plann	ing, Scriptin		als Sub-Total	\$0.00
regrenn	Staffing	Cty	Number of Units	Rim	
Ever	nt Start Date: 1/11/2007 Event E	nd Date:	1/15/2	007	
	taffing Logistics				
	Program Staffing Logistics	0.00	0.00	\$500.00	\$0.00
Program S	<u> </u>				
	On-Site Coordinator	1.00	5.50	\$575.00	\$3,162.50
	Transportation Coordinator (Assist on other itms 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
	Case manager		0.00		

	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
Staff Unif	roms	·	L	J	
	Crew Uniforms	0.00	1.00	\$25.00	\$0.00
Staff Trav	/el	l	<u> </u>	L	
	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
		μ	rogram Staffii	na Sun-Total	\$10.000.00
Na (24a	Postsketton / Bookts lity Dock Managers	ंद्रशास्त्रकारकार सम्बद्धः	rogram Staffi Number of	NUMBERSHO,	\$10,000.00
3.5° SC22-	Registration / Hospitality Desk-Management	City		Rate	\$10,000.00
10 CO	t On-Site Registration and Hospitality Desk Manageme	City	Number of Units	Rate	
re-Even	t On-Site Registration and Hospitality Desk Manageme Pre-Event Registration & Hospitality Logistics	City	Number of	NUMBERSHO,	\$10,000.00 \$0.00
re-Even	t On-Site Registration and Hospitality Desk Management Pre-Event Registration & Hospitality Logistics -Site Registration and Hospitality Desk Management	City ont 0.00	Number of Units	Ráte \$500.00	\$0.00
re-Even	t On-Site Registration and Hospitality Desk Management Pre-Event Registration & Hospitality Logistics -Site Registration and Hospitality Desk Management Registration and Hospitality Logistics	City	Number of Units	Rate	
re-Even	t On-Site Registration and Hospitality Desk Management Pre-Event Registration & Hospitality Logistics -Site Registration and Hospitality Desk Management Registration and Hospitality Logistics on and Hospitality Supplies	0.00	Number of Units	Ráte \$500.00	\$0.00 \$0.00
re-Even	t On-Site Registration and Hospitality Desk Management Pre-Event Registration & Hospitality Logistics -Site Registration and Hospitality Desk Management Registration and Hospitality Logistics	Only 9 10 10 10 10 10 10 10 10 10 10 10 10 10	Number of Units	Ráte \$500.00	\$0.00 \$0.00 \$0.00
re-Even	t On-Site Registration and Hospitality Desk Management Pre-Event Registration & Hospitality Logistics -Site Registration and Hospitality Desk Management Registration and Hospitality Logistics on and Hospitality Supplies	0.00	Number of Units 0.00 0.00	\$500.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00
re-Even	t On-Site Registration and Hospitality Desk Management Pre-Event Registration & Hospitality Logistics -Site Registration and Hospitality Desk Management Registration and Hospitality Logistics on and Hospitality Supplies Phone at Desk	Only 9 10 10 10 10 10 10 10 10 10 10 10 10 10	0.00 0.00	\$500.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00
re-Even	t On-Site Registration and Hospitality Desk Management Pre-Event Registration & Hospitality Logistics -Site Registration and Hospitality Desk Management Registration and Hospitality Logistics on and Hospitality Supplies Phone at Desk Internet	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	\$500.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00
re-Even	t On-Site Registration and Hospitality Desk Management Pre-Event Registration & Hospitality Logistics -Site Registration and Hospitality Desk Management Registration and Hospitality Logistics on and Hospitality Supplies Phone at Desk Internet Supplies	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	\$500.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
re-Even	t On-Site Registration and Hospitality Desk Management Pre-Event Registration & Hospitality Logistics -Site Registration and Hospitality Desk Management Registration and Hospitality Logistics on and Hospitality Supplies Phone at Desk Internet Supplies Computers	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 0.00 0.00 0.00	\$500.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Pre-Event Event On- Registration	t On-Site Registration and Hospitality Desk Management Pre-Event Registration & Hospitality Logistics -Site Registration and Hospitality Desk Management Registration and Hospitality Logistics on and Hospitality Supplies Phone at Desk Internet Supplies Computers Signage	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 0.00 0.00 0.00	\$500.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
vent On-	t On-Site Registration and Hospitality Desk Management Pre-Event Registration & Hospitality Logistics -Site Registration and Hospitality Desk Management Registration and Hospitality Logistics on and Hospitality Supplies Phone at Desk Internet Supplies Computers Signage On-Site Registration / Hospitality Desk Management	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 0.00 0.00 0.00	\$500.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
vent On-	t On-Site Registration and Hospitality Desk Management Pre-Event Registration & Hospitality Logistics -Site Registration and Hospitality Desk Management Registration and Hospitality Logistics on and Hospitality Supplies Phone at Desk Internet Supplies Computers Signage On-Site Registration / Hospitality Supplies	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 0.00 0.00 0.00	\$500.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
vent On-	t On-Site Registration and Hospitality Desk Management Pre-Event Registration & Hospitality Logistics -Site Registration and Hospitality Desk Management Registration and Hospitality Logistics on and Hospitality Supplies Phone at Desk Internet Supplies Computers Signage On-Site Registration / Hospitality Cations Logistics Communications Logistics	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	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	\$500.00 \$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
vent On-	t On-Site Registration and Hospitality Desk Management Pre-Event Registration & Hospitality Logistics -Site Registration and Hospitality Desk Management Registration and Hospitality Logistics on and Hospitality Supplies Phone at Desk Internet Supplies Computers Signage On-Site Registration / Hospitality Cations Logistics Communications Logistics	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	0.00 0.00 0.00 0.00 0.00 0.00 0.00 1.00	\$500.00 \$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 \$0.00 \$0.00 \$0.00 \$0.00
egistratio	t On-Site Registration and Hospitality Desk Management Pre-Event Registration & Hospitality Logistics -Site Registration and Hospitality Desk Management Registration and Hospitality Logistics on and Hospitality Supplies Phone at Desk Internet Supplies Computers Signage On-Site Registration / Hospitality Supplies Cations Logistics Communications Logistics Cations	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 15.00	0.00 0.00 0.00 0.00 0.00 0.00 1.00 1.00	\$500.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$50.00 \$50.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
vent On-	t On-Site Registration and Hospitality Desk Management Pre-Event Registration & Hospitality Logistics -Site Registration and Hospitality Desk Management Registration and Hospitality Logistics on and Hospitality Supplies Phone at Desk Internet Supplies Computers Signage On-Site Registration / Hospitality Supplies Cations Logistics Communications Logistics Radios Headsets	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 15.00 15.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 1.00 1.00 1.00	\$500.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
egistratio	t On-Site Registration and Hospitality Desk Management Pre-Event Registration & Hospitality Logistics -Site Registration and Hospitality Desk Management Registration and Hospitality Logistics on and Hospitality Supplies Phone at Desk Internet Supplies Computers Signage On-Site Registration / Hospitality Communications Logistics Cations Radios Headsets Satellite Phones	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 15.00 15.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 1.00 1.00 1.00 0.00	\$500.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1.00 \$50.00 \$1.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$15.00 \$0.00
egistratio	t On-Site Registration and Hospitality Desk Management Pre-Event Registration & Hospitality Logistics -Site Registration and Hospitality Desk Management Registration and Hospitality Logistics on and Hospitality Supplies Phone at Desk Internet Supplies Computers Signage On-Site Registration / Hospitality Supplies Cations Logistics Communications Logistics Radios Headsets	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 15.00 15.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 1.00 1.00 1.00	\$500.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

Shipping Costs	1.00	1.00	\$100.00	\$100.00
	- <u> </u>		ons Sub-Total	\$865.00
Taxes, Cratuities and Insurance	©ý.	Number of		
Taxes, Gratuities and Insurance		Colls	A Comment of the Comm	\$0.00
	nce Sub-Total	\$0.00		
Equipment	(0)	Number of	Rede	
Pre-Event Equipment Logistics		Units		
Pre-Event Equipment Logistics	0.00	0.00	\$500.00	\$0.00
Event Equipment		1	1	•
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
ТВО	0.00	0.00	\$0.00	\$0.00
TBD	0.00	0.00	\$0.00	\$0.00
Miscellaneous Event Items (Biller	d as Actual) 0.00	0.00	\$0.00	\$0.00
			ent Sub-Total	\$0.00
Security		Number of Units	Rate	
Pre-Event Security Logistics		11年 日	all particular per a reconstruction of the second	0.000
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
		Secu	rity Sub-Total	\$0.00
		Event	Sub-Total	\$127,365.00
Approved Change Orders	- Qty	Number of Units	Rate	
Change Order #1				
ТВО	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
	Approve	ed Change Or	der Sub-Total	\$0.00
	Te	otal Event	Sub-Total	\$127,365.00
		15% Adm	inistrative Fee	\$19,104.75
	Т	otal Event	Proposal	\$146,469.75



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.

No. 07 C 4948

v.

PAULA A. ROUILLARD and MARKETING GROUP WEST,

Judge Coar Magistrate Judge Keys

Defendants.

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.
- 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. Roulllard 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

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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.

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 is a series of all all the product 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; APSr' 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 APSr' owner. The foregoing obligations shall not apply to any information, which is publicly known. Within three days after APSr' 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 APSr' 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 APSr' 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:	0	7	1/	M	111 1-
Employee:	Tais	le	Down	Date:	9/28/05
APS represent	tative:	MA	May	Date: 4	1-26-05
Title of APS re		UP			