

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Settlement Agreement") is entered into effective as of the 31st day of January, 2011, by and between AVSG, whose principal place of business is located at 4700 Golf Rd, Schaumburg, Illinois ("AVSG") and MICHAEL DODD ("Dodd") whose address is 1185 6<sup>th</sup> Avenue, Suite 1750, New York, New York 10036.

### RECITALS

WHEREAS, Audio Visual Services Group d/b/a PSAV ("AVSG") and Dodd (hereinafter each individually referred to as a "Party" and collectively referred to as the "Parties") had a dispute regarding matters asserted arbitration case no. 1440002745 (the "Dispute").

WHEREAS, the Parties wish to resolve the claims made in the Dispute and all other claims, known or unknown, that may otherwise exist between them; and

WHEREAS, the Parties further wish to avoid the cost, expenses, and uncertainty associated with the Dispute and to otherwise conclude their obligations to each other.

NOW, THEREFORE, in consideration of performance of the mutual promises contained herein, the Parties agree as follows:

### AGREEMENT

1. **Consideration.** In full and final resolution of all disputes and differences between AVSG and Dodd, including but not limited to all matters arising out of and relating to the Dispute, the Parties agree that Dodd will make a one-time lump sum payment of \$12,368.32 to AVSG within three (3) days of the Parties' execution of this Settlement Agreement by wiring payment to Shankman Leone, P.A. Trust Account from Dodd's attorneys' trust account. Upon receipt of the aforesaid funds and the fully executed Settlement Agreement, counsel for AVSG will file a Notice of Dismissal with Prejudice with each Party to bear their own costs and fees.

2. **General Release.** For and in consideration of the Parties entering into this Settlement Agreement, and other good and valuable consideration received from or on behalf of AVSG and Dodd, the receipt of which is hereby acknowledged, AVSG and Dodd hereby remise, release, acquit, satisfy, and forever discharge each other including, where applicable, its officers, directors, agents, employees, affiliates, subsidiaries, parent corporation, and all of its assignees of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which Dodd and AVSG ever had, now has, or which any successor or assign of Dodd or AVSG hereafter can, shall, or may have, whether known or unknown, against the other for, upon, or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the day of these presents. This general and complete release covers all claims that Dodd and AVSG know about and those that he or it may not know about that exist in he or its favor at the time of executing this Settlement Agreement.

3. **No Admissions.** The Parties understand and expressly agree that this Settlement Agreement is in settlement and compromise of disputed claims and that neither the existence of this Settlement Agreement nor the consideration provided for in Paragraph 1 of the Settlement Agreement shall be deemed or construed at anytime for any purpose as an admission by any Party of liability in the Dispute or in any other matter between the Parties.

4. **Counterparts.** This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each counterpart may consist of a number of copies hereof, each signed by fewer than all, but together signed by all, of the Parties. In pleading or proving any provision of this Settlement Agreement, it shall not be necessary to produce more than one counterpart.

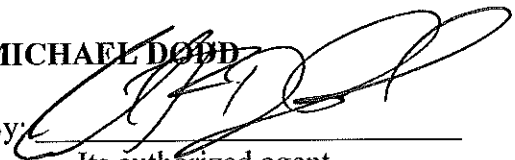
5. **Acknowledgment of Understanding.** The Parties acknowledge that they have carefully read and fully understand each and every term of this Settlement Agreement, and that they execute this Settlement Agreement voluntarily and of their own free will.

6. **Survival of Covenants.** The covenants set forth in this Settlement Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

7. **Signatures.** The Parties may deliver their signed counterparts of this Settlement Agreement to the other Party by facsimile or by electronic mail. The Parties agree that signatures delivered by facsimile or by email shall be sufficient to bind the Party delivering the signature in that manner and original signatures are not required to make this Settlement Agreement effective and enforceable between the Parties.

8. **Governing Law.** This Settlement Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the Parties have signed this Settlement Agreement and Mutual Release on the dates listed below their signatures.

**MICHAEL DODD**  
By:   
Its authorized agent

Date: Feb 3 2011

**AUDIO VISUAL SERVICES GROUP**  
By: \_\_\_\_\_  
Its authorized agent

Date: \_\_\_\_\_