

iviewit Holdings, Inc.  
Prepared By Client Request Schedule  
A: 12/31/99

	Received
✓ 1. Balance sheet as of December 31, 1999	_____
✓ 2. Statement of operations from inception to December 31, 1999	_____
✓ 3. Rollforward of equity from inception to December 31, 1999	_____
4. Summary G/L list or trial balance	_____
5. Listing of related party transactions	_____
✓ 6. Copies of incorporation documents	_____
7. Copies of all significant agreements including but not limited to employment, supplier and leases	_____
8. Company's business plan, budgets, forecasts	_____
✓ 9. Reconciliations for all bank cash accounts including yearend bank statements, detail of outstanding check list, deposits in transit and other reconciling items	_____
10. Preparation of cash confirmations for all bank accounts (we will provide you blank forms)	_____
11. Rollforward of fixed assets and related accumulated depreciation. Brief memo describing the Company's policies with respect to useful lives, method of depreciation, minimum \$ threshold for capitalization, etc.	_____
✓ 12. Rollforward of loan receivable	_____
✓ 13. Preparation of loan receivable confirmation (we will provide you template)	_____
✓ 14. Accounts payable aged trial balance detailed by vendor including any reconciliation necessary to agree with general ledger	_____
✓ 15. Detail of accrued expenses	_____
✓ 17. Cash disbursement journal from 1/1/00 through date of first day of fieldwork. Provide invoices, check copies and other supporting documents for all disbursements greater than/ equal to \$2,000.	_____
18. Detail of legal expenses and any other significant expenses, listing and description of any litigation, claims, assessments	_____
19. Preparation of legal confirmations (we will provide you template)	_____
20. Preparation of debt confirmations (we will provide you template)	_____
21. Copies of all loan agreements and documentation of compliance with covenants	_____

- 22. Statement of cash flows including amount of interest paid and income taxes paid (if any) \_\_\_\_\_
- 23. Minutes from Board of Directors meetings including meetings held since inception \_\_\_\_\_
- 24. Preparation of Minute Representation Letter (note: we will provide you template) \_\_\_\_\_
- 25. Schedule of future minimum lease payments under capital leases (if applicable) \_\_\_\_\_
- 26. Schedule of future maturities of long term debt \_\_\_\_\_
- 27. Schedule of minimum annual commitments under operating \_\_\_\_\_
- 28. Preparation of General Representation Letter (we will provide you template) \_\_\_\_\_
- 29. Preparation of the first draft of financial statements, including balance sheet, statement of operations, statement of stockholders' equity, cash flows, description/nature of company, company's accounting practices and policies, etc. \_\_\_\_\_
- 30. Organization chart w/ Job Descriptions

03/27/00

**Iviewit Holdings, Inc.**  
**Balance Sheet**  
**As of December 31, 1999**

	Dec 31, '99
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
1000 · Checking - First Union	865.79
Total Checking/Savings	865.79
<b>Other Current Assets</b>	
1500 · Goodwill	12,325.00
Total Other Current Assets	12,325.00
<b>Total Current Assets</b>	13,190.79
<b>Other Assets</b>	
1800 · Investment - Iviewit Tech.	13,131.50
Total Other Assets	13,131.50
<b>TOTAL ASSETS</b>	<b>26,322.29</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Other Current Liabilities	
2500 · Loan Payable	200.00
Total Other Current Liabilities	200.00
Total Current Liabilities	200.00
<b>Total Liabilities</b>	200.00
<b>Equity</b>	
3100 · Capital Stock (\$.01 par value)	521.27
3150 · Additional Paid in Capital	25,792.13
Net Income	-191.11
Total Equity	26,122.29
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>26,322.29</b>

03/21/00

**Iviewit Holdings, Inc.**  
**Profit and Loss**  
**January through December 1999**

	<u>Jan - Dec '99</u>
Income	0.00
Expense	
6110 - Bank Charges	191.11
Total Expense	<u>191.11</u>
Net Income	<u><u>-191.11</u></u>

Capitalization of iviewit Holdings, Inc. on a  
Fully-Diluted Post-Closing Basis

<b>Shareholder</b>	<b>Number and Class of Shares</b>
Eliot I. Bernstein (1)	11,320 Class A Common
Simon L. Bernstein (1)	5,350 Class A Common
The Joshua Bernstein 1999 Trust (1)	2,415 Class B Common
The Jacob Bernstein 1999 Trust (1)	2,415 Class B Common
Gerald R. Lewin & Barbara S. Lewin (1)	2,000 Class B Common
Erika R. Lewin (1)	250 Class B Common
Jennifer P. Lewin (1)	250 Class B Common
James Osterling (1)	1,250 Class B Common
James Armstrong (1)	1,750 Class B Common
Guy Iantoni (1)	1,250 Class B Common
Jill Iantoni (1)	1,250 Class B Common
Andrew Dietz (1)	1,250 Class B Common
Donna Dietz (1)	1,250 Class B Common
Patricia Daniels (1)	1,250 Class B Common
Bettie Stanger (1)	500 Class B Common
Lisa Friedstein (1)	2,500 Class B Common
Donald G. Kane, II (1)	1,663 Class B Common

*Fully Diluted  
Capitalization*

Eliot I. Bernstein (1)	7,500 Class B Common
Simon L. Bernstein (1)	5,000 Class B Common
Brian G. Utley (1) (2)	1,714 Class B Common
INVESTTECH Holdings L.L.C.	3,007 Class A Common
Alpine Venture Capital Partners LP	2,580 Series A Preferred
Joan Stark (3)	522 Class B Common
Emerald Capital Partners, Inc. (4)	2,250 Class B Common

} not issued yet

Notes Corresponding to Notes to Table:

(1) iviewit Holdings, Inc., Simon L. Bernstein and Eliot I. Bernstein have a right of first refusal to purchase the shares (as set forth in Paragraph 1. of the Subscription Letter Agreements dated August 26, 1999, which have been provided to Holland & Knight, counsel to the Investor).

(2) Brian G. Utley may be issued additional shares of Class B Stock pursuant to his employment agreement.

(3) Gives effect to the conversion by Joan Stark of a convertible promissory note into approximately 522 shares of Class B Stock, at the holder's option.

(4) Gives effect to the exercise by Emerald Capital Partners, Inc. ("ECPI") of warrants to purchase up to 2,250 shares of Class B Common Stock. Does not include warrants to purchase 258 shares of the Series A Convertible Preferred Stock issuable to ECPI as a result of the sale of the Series A Convertible Preferred Stock to the Investor.

Other General Notes Involving Additional Potential Issuances and Derivative Securities:

(1) Under certain circumstances, the Company may be obligated in the future to issue warrants to purchase equity securities of the Company to ECPI pursuant to ECPI's financial advisory consulting letter agreement dated December 20, 1999 (a copy of which has been provided to Holland & Knight, counsel to the Investor, and also to Gruntal & Co. ("Gruntal") in connection with Gruntal's financial advisory consulting letter agreement dated October 29, 1999 (a copy of which has been provided to Holland & Knight, counsel to the Investor).

(2) The foregoing table does not include approximately 258 shares of Class A Common Stock issuable upon the conversion of certain warrants at \$387.69 per share, subject to certain adjustments, expected to be issued to Donald Kane in connection with a loan by Mr. Kane to the Company in the

principal amount of \$100,000 (Copies of the form of warrant have been provided to Holland & Knight, counsel for the Investor).

(3) The Company has offered the holders of 7% promissory notes in the aggregate principal amount of \$208,500 (the "7% Notes") the opportunity to exchange the 7% Notes (including the accrued interest thereon) for 12% promissory notes convertible into shares of Class A Common Stock at the rate of \$387.69 per share (subject to certain adjustments described in the notes) (the "12% Convertible Notes"). The foregoing table does not include any of the shares of Class A Common Stock which may be issuable upon conversion of any such 12% Convertible Notes. If all holders of the 7% Notes accept the exchange offer approximately 557 shares of Class A Common Stock could be issued. Copies of the form of 12% Convertible Note has been provided to Holland & Knight, counsel for the Investor). As of February 24, 2000, the Company had received subscriptions to exchange an aggregate amount of \$62,348 of the 7% Notes for 12% Convertible Notes, convertible into approximately 161 shares of Class A Common Stock

(4) The Company has offered to certain qualified purchasers the opportunity to purchase up to an additional \$85,000 in principal amount of 12% Convertible Notes, representing up to approximately an additional 220 shares of Class A Common Stock issuable upon conversion thereof. The foregoing table does not include any of the shares of Class A Common Stock which may be issuable upon conversion of any such 12% Convertible Notes. As of February 24, 2000, the Company had received subscriptions to acquire an aggregate amount of \$80,000 of the 12% Convertible Notes, convertible into approximately 207 shares of Class A Common Stock.

Summary of the Table and Post Closing Capitalization:

**Total Class A Common Stock, Class B Common Stock and Series A Convertible Preferred Stock issued and outstanding: 60,486**  
**Total Class A Common Stock issued and outstanding: 19,677**  
**Total Class B Common Stock issued and outstanding: 38,229**  
**Total Series A Convertible Preferred Stock issued and outstanding: 2,580**

**See all of the Notes above as to various other potential issuances, which may affect the foregoing share numbers.**

03/27/00

**Iviewit Holdings, Inc.**  
**Trial Balance**  
**As of December 31, 1999**

	Dec 31, '99	
	<u>Debit</u>	<u>Credit</u>
1000 · Checking - First Union	865.79	
1500 · Goodwill	12,325.00	
1800 · Investment - Iviewit Tech.	13,131.50	
2500 · Loan Payable		200.00
3100 · Capital Stock (\$.01 par value)		521.27
3150 · Additional Paid in Capital		25,792.13
6110 · Bank Charges	191.11	
<b>TOTAL</b>	<b><u>26,513.40</u></b>	<b><u>26,513.40</u></b>



**Iviewit Holdings, Inc.**  
**General Ledger**  
 As of December 31, 1999

03/27/00

Type	Date	Numb	Name	Memo	Split	Amount	Balance
<b>1000 - Checking - First Union</b>							0.00
Transfer	8/9/1999				2500 · Loan Payable	200.00	200.00
Transfer	8/9/1999				3100 · Capital Stoc...	12,256.50	12,456.50
Check	8/14/1999	1001	IVIEWIT, LLC		1800 · Investment - ...	-12,256.50	200.00
Check	8/30/1999				6110 · Bank Charges	-159.37	40.63
Transfer	9/8/1999				3100 · Capital Stoc...	875.00	915.63
Check	10/4/1999	1002	IVIEWIT, LLC		1800 · Investment - ...	-875.00	40.63
Check	10/14/1999				6110 · Bank Charges	-15.48	25.15
Check	11/12/1999				6110 · Bank Charges	-99.87	-74.72
Deposit	11/24/1999				6110 · Bank Charges	74.72	0.00
Transfer	12/6/1999				3100 · Capital Stoc...	856.90	856.90
Deposit	12/7/1999				6110 · Bank Charges	25.15	882.05
Check	12/10/1999				6110 · Bank Charges	-16.26	865.79
Total 1000 · Checking - First Union						865.79	865.79
<b>1500 - Goodwill</b>							0.00
General Jo...	10/1/1999	1			-SPLIT-	12,075.00	12,075.00
General Jo...	12/31/1999				3150 · Additional P...	250.00	12,325.00
Total 1500 · Goodwill						12,325.00	12,325.00
<b>1300 - Furniture</b>							0.00
Total 1300 · Furniture							0.00
<b>1800 - Investment - Iviewit Tech.</b>							0.00
Check	8/14/1999	1001	IVIEWIT, LLC		1000 · Checking - ...	12,256.50	12,256.50
Check	10/4/1999	1002	IVIEWIT, LLC		1000 · Checking - ...	875.00	13,131.50
Total 1800 · Investment - Iviewit Tech.						13,131.50	13,131.50
<b>1900 - Loan Receivable-Iviewit.com Inc</b>							0.00
Total 1900 · Loan Receivable-Iviewit.com Inc							0.00
<b>2500 - Loan Payable</b>							0.00
Transfer	8/9/1999				1000 · Checking - ...	-200.00	-200.00
Total 2500 · Loan Payable						-200.00	-200.00
<b>2600 - Convertible Promissory Note</b>							0.00
Total 2600 · Convertible Promissory Note							0.00
<b>3000 - Opening Bal Equity</b>							0.00
Total 3000 · Opening Bal Equity							0.00

Iviewit Holdings, Inc.  
**General Ledger**  
 As of December 31, 1999

03/27/00

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>3100 · Capital Stock (\$0.01 par value)</b>							
Transfer	8/9/1999				1000 · Checking - ...	-12,256.50	0.00
Transfer	9/8/1999				1000 · Checking - ...	-875.00	-12,256.50
General Jo...	10/1/1999	1		To reclassify stock to reflect par value and add'l pd in cap.	1500 · Goodwill	13,131.50	-13,131.50
General Jo...	10/1/1999	1		To reclassify stock to reflect par value and add'l pd in cap.	1500 · Goodwill	-5,041.30	0.00
Transfer	12/6/1999				1000 · Checking - ...	-856.90	-5,041.30
General Jo...	12/31/1999	AJE1		To adjust to proper balance	3150 · Additional P...	5,376.93	-5,898.20
Total 3100 · Capital Stock (\$0.01 par value)						-521.27	-521.27
<b>3150 · Additional Paid in Capital</b>							
General Jo...	10/1/1999	1		To reclassify stock to reflect par value and add'l pd in cap.	1500 · Goodwill	-20,165.20	0.00
General Jo...	12/31/1999	AJE1		To adjust to proper balance	3100 · Capital Stoc...	-5,376.93	-20,165.20
General Jo...	12/31/1999			To adjust yr end equity to proper amt	1500 · Goodwill	-250.00	-25,542.13
Total 3150 · Additional Paid in Capital						-25,792.13	-25,792.13
<b>3900 · Retained Earnings</b>							
Total 3900 · Retained Earnings						0.00	0.00
<b>6110 · Bank Charges</b>							
Check	8/30/1999				1000 · Checking - ...	159.37	0.00
Check	10/14/1999			Service Charge	1000 · Checking - ...	15.48	159.37
Check	11/12/1999			Oct. Commercial Service Charges	1000 · Checking - ...	99.87	174.85
Deposit	11/24/1999			Service Charge refund	1000 · Checking - ...	-74.72	274.72
Deposit	12/7/1999			Service fee refund	1000 · Checking - ...	-25.15	200.00
Check	12/10/1999			Nov. Comm. Service Charge	1000 · Checking - ...	16.26	174.85
Total 6110 · Bank Charges						191.11	191.11
<b>6120 · Legal Fees</b>							
Total 6120 · Legal Fees						0.00	0.00
<b>No acct</b>							
Total no acct						0.00	0.00
<b>TOTAL</b>						<b>0.00</b>	<b>0.00</b>

A. Articles of Incorporation and all amendments thereto.

*State of Delaware*  
*Office of the Secretary of State*

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PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "UVIEW.COM, INC.", CHANGING ITS NAME FROM "UVIEW.COM, INC." TO "IVIEWIT HOLDINGS, INC.", FILED IN THIS OFFICE ON THE TWELFTH DAY OF JANUARY, A.D. 2008, AT 9:01 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



3063391 8100

001017248

Handwritten signature of Edward J. Freel in cursive script.

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Edward J. Freel, Secretary of State

AUTHENTICATION: 0194862

DATE: 01-12-00

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09:01 AM 01/12/2000  
001017240 - 0063391

CERTIFICATE OF AMENDMENT  
TO  
CERTIFICATE OF INCORPORATION  
OF  
uview.com, Inc.

uview.com, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by unanimous written consent, adopted the following resolution:

RESOLVED, that the Certificate of Incorporation of the corporation be amended by changing Article First so that, as amended, said Article shall be and read as follows:

"FIRST: The name of the Corporation is:

iviewit Holdings, Inc."

SECOND: That the said amendment has been consented to and authorized by the Class A Stockholders by a written consent given in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed by its President this 11<sup>th</sup> day of January 2000.

uview.com, Inc.

By: \_\_\_\_\_

Brian G. Utley, President

Office of the Secretary of State

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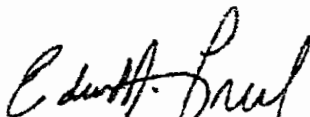
I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "UVIEW.COM, INC.", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF SEPTEMBER, A.D. 1999, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3063391 8100

991385396



  
Edward J. Freel, Secretary of State 972968

AUTHENTICATION:

09-15-99

CERTIFICATE OF AMENDMENT  
TO  
CERTIFICATE OF INCORPORATION  
OF  
uview.com, Inc.

uview.com, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

**FIRST:** In accordance with the provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware, on September 15, 1999, by written actions in lieu of a special meeting, all of the members of the Board of Directors of the Corporation, the holders of all of the issued and outstanding Class A Common Stock, as well as the holders of a majority of all of the issued and outstanding Class B Common Stock, voting separately as a class, adopted resolutions providing for the amendment of the Corporation's Certificate of Incorporation in the manner provided herein, including a reclassification of the number of each of the presently issued and outstanding shares of Class A and Class B Common Stock. The number of holders of each of the Class A Common Stock and Class B Common Stock executing such written actions was sufficient for approval of the amendment.

**SECOND:** In accordance with Section 242 of the General Corporation Law of the State of Delaware, the amendment to the Corporation's Certificate of Incorporation includes (i) the reclassification of each of the 166,700 presently issued and outstanding shares of the Class A Common Stock of the Corporation, such that after the filing of this Certificate of Amendment such 166,700 shares shall represent 16,670 shares of Class A Common Stock and (ii) the reclassification of each of the 354,568 presently issued and outstanding shares of the Class B Common Stock, such that after the filing of this Certificate of Amendment such 354,568 shares shall (subject to adjustment on account of fractional shares) represent 35,456.8 shares of Class B Common Stock.

**THIRD:** That the first unnumbered paragraph of Article Fourth of the Corporation's Certificate of Incorporation is hereby amended and replaced with the following paragraphs (the balance of such Article Fourth (consisting of numbered paragraphs (1) through (7)) to remain without amendment or other change):

**"FOURTH:** The total number of shares of stock which the Corporation shall have authority to issue is 700,000 shares, of which 200,000 shares shall be Class A Voting Common Stock having a par value of \$.01 per share (the "Class A Common Stock"), 400,000 shares shall be Class B Non-Voting Common Stock having a par value of \$.01 per share (the "Class B Common Stock") and 100,000 shares shall be Preferred Stock having a par value of \$.01 per share (the "Preferred Stock"). Except as set forth in this Article FOURTH, the Class A Common Stock and the Class B Common Stock shall have the same rights and privileges and shall rank equally, share ratably and be identical in all respects as to all matters.

Contemporaneously with the filing of this Certificate of Amendment with the Secretary of State of the State of Delaware, every ten (10) issued and outstanding shares of the Corporation's previously outstanding shares of Class A Common Stock, par value \$.01 per share (the "Old Class A Stock") shall thereby and thereupon be reclassified and converted into one (1) validly issued, fully paid and non-assessable share of Class A Common Stock (the "New Class A Stock") and every ten (10) issued and outstanding shares of the Corporation's previously outstanding shares of Class B Common Stock, par value \$.01 per share (the "Old Class B Stock") shall thereby and thereupon be reclassified and converted into one (1) validly issued, fully paid and non-assessable share of Class B Common Stock (the "New Class B Stock"). Each certificate that theretofore represented shares of the Old Class A Stock and the Old Class B Stock shall thereafter represent the number of shares of New Class A Stock and New Class B Stock into which the shares of Old Class A Stock and Old Class B Stock represented by such certificate were reclassified and converted hereby; provided, however, that each person holding of record a stock certificate or certificates that represented shares of the Old Class A Stock and Old Class B Stock shall receive, upon surrender of such stock certificate or certificates, a new certificate or certificates evidencing and representing the number of shares of the New Class A Stock and New Class B Stock to which such person is entitled, except that no fractional shares resulting from the combination shall be issued, any such fractional shares to be converted into the right of the holder thereof to receive one (1) share of New Class A Stock and New Class B Stock, as applicable."

[SIGNATURES TO FOLLOW]



IN WITNESS WHEREOF, the undersigned, being the President of the Corporation, has executed this Certificate of Amendment to Certificate of Incorporation on this 5<sup>th</sup> day of September, 1999.

uview.com, Inc.

By: 

Brian Utley, President

Office of the Secretary of State

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "UVIEW.COM, INC.", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF SEPTEMBER, A.D. 1999, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3063391 8100

991385396



A handwritten signature in cursive script, reading "Edward J. Freel".

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Edward J. Freel, Secretary of State 9972968

AUTHENTICATION: 09-16-99

DATE:

## CERTIFICATE OF INCORPORATION

OF

uview.com, Inc.

I, the undersigned, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the General Corporation Law of the State of Delaware, do hereby certify as follows:

FIRST: The name of the Corporation is:

uview.com, Inc.

SECOND: The registered office of the Corporation in the State of Delaware is to be located at Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the Corporation's registered agent at that address is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is 7,000,000 shares, of which 5,000,000 shares shall be Class A Voting Common Stock having a par value of \$.01 per share (the "Class A Common Stock"), 1,000,000 shares shall be Class B Non-Voting Common Stock having a par value of \$.01 per share (the "Class B Common Stock") and 1,000,000 shares shall be Preferred Stock having a par value of \$.01 per share (the "Preferred Stock"). Except as set forth in this Article FOURTH, the Class A Common Stock and the Class B Common Stock shall have the same rights and privileges and shall rank equally, share ratably and be identical in all respects as to all matters.

(1) Dividends, Combinations, Subdivisions and Mergers. Subject to any preferential or other rights granted to the holders of any series of Preferred Stock, holders of Class A Common Stock and Class B Common Stock shall be entitled to receive such dividends and distributions, payable in cash or otherwise, as may be declared thereon by the Board of Directors from time to time out of assets or funds of the Corporation legally available therefor, provided that all such dividends and distributions shall be paid or made in equal amounts, share for share, to the holders of Class A Common Stock and Class B Common Stock as a single class.

In the case the Corporation shall at anytime: (a) declare a dividend on the Corporation's Class A Common Stock payable in shares of Class A Common Stock, (b) subdivide the outstanding shares of Class A Common Stock into a greater number of shares, (c) combine the outstanding shares of Class A Common Stock into a smaller number of shares, (d) make a distribution on Class A Common Stock in shares of its capital stock other than Class A Common Stock, or (e) issue any shares of its capital stock in a reclassification of Class A Common Stock (including any such reclassification in connection with a consolidation or merger in which the Corporation is the continuing corporation), then as promptly as practicable after any of such events the outstanding shares of the Class B Common Stock shall be likewise proportionately and on the same per share basis be adjusted or affected, except that in the event any dividend on the Class A Common Stock shall be declared in shares of Class A Common Stock, such dividends shall be declared at the same rate per share on the Class B Common Stock, but the dividend payable on Class B Common Stock shall be payable in shares of Class B Common Stock.

(2) Rights on Liquidation. Subject to any preferential or other rights granted to the holders of any series of Preferred Stock, in the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the assets of the Corporation available for distribution to stockholders shall be distributed in equal amounts per share to the holders of the Class A Common Stock and the Class B Common Stock. For purposes of this paragraph, a consolidation or merger of the Corporation with any other corporation, or the sale, transfer or lease by the Corporation of all or substantially all of its assets, shall not constitute or be deemed a liquidation, dissolution or winding up of the Corporation.

(3) Voting. Subject to the voting powers, if any, granted to the holders of any series of Preferred Stock, and except as otherwise required by law, the Class A Common Stock shall have the exclusive right to vote for the election of directors and for all other purposes and each holder of Class A Common Stock shall be entitled to one vote for each share of Class A Common Stock held. Except as otherwise required by law, the Class B Common Stock shall have no voting rights on any matter.

(4) Conversion of Class B Common Stock. Each share of the Class B Common Stock shall be automatically converted upon the date that any Registration Statement (as defined) filed by the Corporation with the Securities and Exchange Commission relating to an initial public offering

of shares of Class A Common Stock is declared effective, without further action by the holder thereof, into fully paid and non-assessable shares of the Corporation's Class A Common Stock, at the conversion ratio of one share of Class B Common Stock for each share of Class A Common Stock. "Registration Statement" means a registration statement filed by the Corporation with the Securities and Exchange Commission for a public offering and sale of securities of the Corporation (other than a registration statement on Form S-4 or Form S-8, or their successors, or any other form for a limited purpose, or any registration statement covering only securities proposed to be issued in exchange for securities or assets of another corporation).

(i) If the shares of Class B Common Stock are automatically converted, written notice shall be delivered to the holders of the Class B Common Stock at the address last shown on the records of the Corporation for the holder or given by such holders to the Corporation for the purpose of notice or, if no such address appears or is given, at the place where the principal executive office of the Corporation is located, notifying the holder of the conversion to be effected, specifying the date on which such conversion occurred and calling upon such holders to surrender to the Corporation, in the manner and at the place designated, the certificate(s) representing shares of the Class B Common Stock. Notwithstanding any failure by holders to deliver such certificates, after the conversion date all such certificates shall be deemed to represent the appropriate number of shares of Class A Common Stock.

(ii) The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of effecting the conversion of the Class B Common Stock, the full number of shares of Class A Common Stock then deliverable upon the conversion or exchange of all shares of the Class B Common Stock at the time outstanding. If at any time the number of authorized but unissued shares of Class A Common Stock shall not be sufficient to effect the conversion of the Class B Common Stock, the Corporation shall take such corporate action as may in the opinion of its counsel be necessary to increase its authorized but unissued Class A Common Stock to such number of shares as shall be sufficient for those purposes.

(5) Terms of Preferred Stock. The Board of Directors shall have authority to issue the Preferred Stock from time to time in one or more series and to determine in the resolution or resolutions providing for the issuance of shares of Preferred Stock in series, the following:

(i) The number of shares which will constitute such series and the designation of such series;

(ii) The voting powers, full or limited, of such series or that such series shall have no voting power;

(iii) The rate of dividends payable on such series, the time or times when such dividends will be payable, the preference to, or any relation to, the payment of dividends to any other class or series of stock and whether the dividends will be cumulative or non-cumulative;

(iv) Whether the shares of such series shall be redeemable and, if redeemable, whether such shares shall be redeemable at the option of the Corporation or the holder of such shares or upon the happening of a specified event, the rate or rates or the price or prices at which a redemption shall take place with such adjustment as shall be provided and any other terms or conditions of any redemption;

(v) Whether there shall be a sinking or similar fund for the redemption or purchase of shares and, if so, the terms and provisions which will govern such fund;

(vi) The rights of the holders of shares upon the liquidation, dissolution or any distribution of the assets of the Corporation;

(vii) The rights, if any, of holders of shares, to convert such shares into, or to exchange such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the Corporation, the price or prices or rate or rates of exchange with such adjustments as shall be provided at which such shares shall be convertible or exchangeable, whether such rights of conversion or exchange shall be exercisable at the option of the holder of the shares or the Corporation or upon the happening of a specified event, and any other terms or conditions of such conversion or exchange; and

(viii) Any other preferences, powers and relative, participating, optional or other special rights, and qualifications, limitations or restrictions of such shares.

(6) Adjustment of Authorized Preferred Stock. The number of authorized shares of Preferred Stock may be increased or decreased by the affirmative vote of the holders of a majority of the stock of the Corporation that is entitled to vote without a class vote of the Preferred Stock, or any class or series thereof, except as may be otherwise provided in the resolution or resolutions fixing the voting rights of such class or series.

(7) No Preemptive Rights. The holders of shares of Class A Common Stock, Class B Common Stock or Preferred Stock of the Corporation shall not be entitled, as a matter of right, to subscribe for or purchase any part of any new or additional issue of any stock or other securities of the Corporation."

FIFTH: The names and mailing addresses of the initial directors of the Corporation are:

<u>Name</u>	<u>Mailing Address</u>
Eliot I. Bernstein	500 S.E. Mizner Blvd. Suite 102 Boca Raton, FL 33432
Simon L. Bernstein	500 S.E. Mizner Blvd. Suite 102 Boca Raton, FL 33432

SIXTH: The name and the mailing address of the sole incorporator is:

<u>Name</u>	<u>Mailing Address</u>
Eliot I. Bernstein	500 S.E. Mizner Blvd. Suite 102 Boca Raton, FL 33432

SEVENTH: The number of directors of the Corporation shall be the number from time to time fixed by, or in the manner provided in, the bylaws of the Corporation. Elections of directors need not be by ballot unless the bylaws of the Corporation shall so provide.

EIGHTH: In furtherance and not in limitation of the powers conferred upon the Board of Directors by law, the Board of Directors shall have power to make, adopt, alter, amend and repeal from time to time the bylaws of the Corporation, subject to the right of the stockholders entitled to vote with respect thereto to alter and repeal bylaws made by the Board of Directors.

NINTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

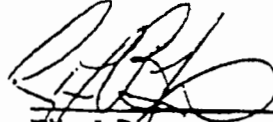
TENTH: The Corporation reserves the right to amend, alter, change or repeal any provisions contained in this certificate, and to add or insert other provisions authorized by the laws of the State of Delaware at the time in force, in the manner now or hereafter prescribed by law, and all rights and powers conferred herein on shareholders, directors and officers are granted subject to this reservation.

ELEVENTH: A director of this Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of Delaware or (iv) for any transaction from which the director derived an improper personal benefit. The Corporation shall, to the fullest extent permitted by Section 145 of the General Corporation Law of Delaware, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities or other matters referred to in or covered by said section and, as provided in said section, shall advance expenses, including reasonable attorneys' fees, of any and all such persons, and the indemnification and advancement of expenses provided for herein shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or



disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

IN WITNESS WHEREOF, I have hereunto set my hand this 29 day of June, 1999.

A handwritten signature in black ink, appearing to read "E. Bernstein", written over a horizontal line.

Eliot I. Bernstein,  
Sole Incorporator



Department of the Treasury  
Internal Revenue Service  
ATLANTA GA 39901

Date of this notice: OCT. 18, 1999  
Taxpayer Identifying Number 65-0931236  
Form: Tax Period:

For assistance you may  
call us at:

1-800-829-1040

Or you may write to us at  
the address shown at the  
left. If you write, be  
sure to attach the bottom  
part of this notice.



UVIEW COM INC  
1900 CORPORATE BLVD NW STE 300E  
BOCA RATON FL 33431-8511056

NOTICE OF ACCEPTANCE AS AN S-CORPORATION

YOUR ELECTION TO BE TREATED AS AN S-CORPORATION WITH AN ACCOUNTING PERIOD OF DECEMBER IS ACCEPTED. THE ELECTION IS EFFECTIVE BEGINNING JULY 7, 1999, SUBJECT TO VERIFICATION IF WE EXAMINE YOUR RETURN.

IF YOUR EFFECTIVE DATE IS NOT AS REQUESTED, IT WILL HAVE BEEN CHANGED FOR ONE OF TWO REASONS. EITHER YOUR ELECTION WAS MADE AFTER THE 15TH DAY OF THE THIRD MONTH OF THE TAX YEAR TO WHICH IT APPLIES, BUT BEFORE THE END OF THAT TAX YEAR, OR THE ELECTION WHEN SUBMITTED WAS INCOMPLETE, AND REQUESTED INFORMATION WAS RECEIVED AFTER THE FILING PERIOD. IN EITHER CASE, YOUR ELECTION IS INVALID FOR THE TAX YEAR REQUESTED AND HAS THEREFORE, BEEN TREATED AS THOUGH IT WERE MADE FOR THE NEXT TAX YEAR.

PLEASE KEEP THIS NOTICE IN YOUR PERMANENT RECORDS AS VERIFICATION OF YOUR ACCEPTANCE AS AN S-CORPORATION.

IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR THE ACTIONS WE HAVE TAKEN, PLEASE WRITE TO US AT THE ADDRESS SHOWN ABOVE. IF YOU PREFER, YOU MAY CALL US AT THE IRS TELEPHONE NUMBER LISTED IN YOUR LOCAL DIRECTORY. AN EMPLOYEE THERE MAY BE ABLE TO HELP YOU; HOWEVER, THE OFFICE AT THE ADDRESS SHOWN ON THIS NOTICE IS MOST FAMILIAR WITH YOUR CASE.

IF YOU WRITE TO US, PLEASE PROVIDE YOUR TELEPHONE NUMBER AND THE MOST CONVENIENT TIME FOR US TO CALL SO WE CAN CONTACT YOU TO RESOLVE YOUR INQUIRY. PLEASE RETURN THE BOTTOM PART OF THIS NOTICE TO HELP US IDENTIFY YOUR CASE.

THANK YOU FOR YOUR COOPERATION.

To make sure that IRS employees give courteous responses and correct information to taxpayers, a second IRS employee sometimes listens in on telephone calls.

Overlay 5 Form 8489 (Rev.8-91)

Keep this part for your records

Return this part to us with your check or inquiry

Your telephone number  
( ) -

Best time to call

**F. Listing of all jurisdictions in which qualified to do business and a copy of the application, registration or certification.**



FLORIDA DEPARTMENT OF STATE

Katherine Harris  
Secretary of State

July 8, 1999

UVIEW.COM, INC.  
500 S.E. MIZNER BOULEVARD, SUITE 102  
BOCA RATON, FL 33432

Qualification documents for UVIEW.COM, INC. were filed on July 7, 1999 and assigned document number F9900003510. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

The certification you requested is enclosed. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H99000016519.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 487-6091, the Foreign Qualification/Tax Lien Section.

Division of Corporations

Letter Number: 399A00035386

# State of Florida



Department of State

I certify from the records of this office that UVIEW.COM, INC., is a corporation organized under the laws of Delaware, authorized to transact business in the State of Florida, qualified on July 7, 1999.

The document number of this corporation is F99000003510.

I further certify that said corporation has paid all fees due this office through December 31, 1999, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 399A00035386-070899-F99000003510-1/1, noted below.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Eighth day of July, 1999




CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the application by UVIEW.COM, INC., a Delaware corporation, authorized to transact business within the State of Florida on July 7, 1999 as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H99000016519. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is F99000003510.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Eighth day of July, 1999



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

### APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

1. uvview.com, Inc.  
(Name of corporation; must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present)

2. Delaware 3. 65-0931236  
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. June 29, 1999 5. Perpetual  
(Date of incorporation) (Duration: Year corp. will cease to exist or "perpetual")

6. upon qualification  
(Date first transacted business in Florida.) (SEE SECTIONS 607.1501, 607.1502 and 817.155, F.S.)

7. 500 S.E. Mizner Boulevard, Suite 102  
Boca Raton, FL 33432  
(Current mailing address)

8. Anything lawful under the laws of the State of Florida.  
(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box NOT acceptable)  
Name: CT Corporation System  
Office Address: 1200 S. Pine Island Road  
Plantation, Florida, 33324  
(Zip code)

10. Registered agent's acceptance:  
*Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.*

CT Corporation System  
By Vicky Goldstein VICKY GOLDSTEIN  
(Registered agent's signature) SPECIAL ASSISTANT SECRETARY

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

Mara Lerner, Esq., FL Bar No. 0065463  
Proskauer Rose LLP  
2255 Glades Road, suite 340W  
Boca Raton, FL 33431 561/995-4764

12. Names and addresses of officers and/or directors: (Street address ONLY - P.O. Box NOT acceptable)  
H990000165193



A. DIRECTORS (Street address only - P.O. Box NOT acceptable)

Chairman: Eliot I. Bernstein

Address: 500 S.E. Mizner Blvd., #102

Boca Raton, FL 33432

Vice Chairman: \_\_\_\_\_

Address: \_\_\_\_\_

Director: Simon L. Bernstein

Address: 500 S.E. Mizner Blvd., #102

Boca Raton, FL 33432

Director: \_\_\_\_\_

Address: \_\_\_\_\_

B. OFFICERS (Street address only - P.O. Box NOT acceptable)

President: /Secretary/Treasurer Eliot I. Bernstein

Address: 500 S.E. Mizner Blvd., #102

Boca Raton, FL 33432

Vice President: \_\_\_\_\_

Address: \_\_\_\_\_

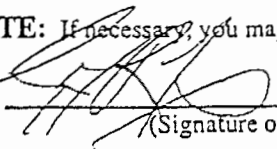
Secretary: \_\_\_\_\_

Address: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Address: \_\_\_\_\_

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13.  \_\_\_\_\_  
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

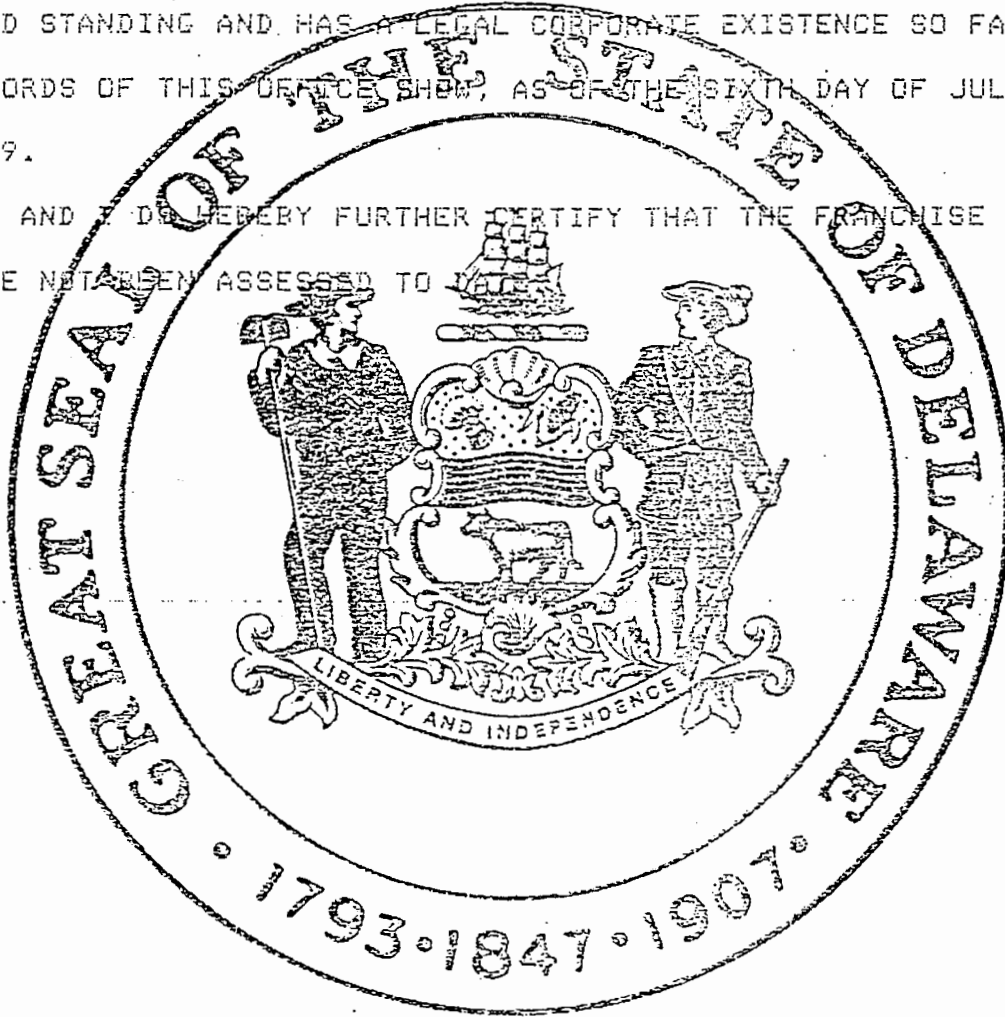
14. Eliot I. Bernstein, President

(Typed or printed name and capacity of person signing application)

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "UVIEW.COM, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTH DAY OF JULY, A.D. 1999.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE NOT BEEN ASSESSED TO



*Edward J. Freel*

Edward J. Freel, Secretary of State



3063391 8300

AUTHENTICATION: 9847557

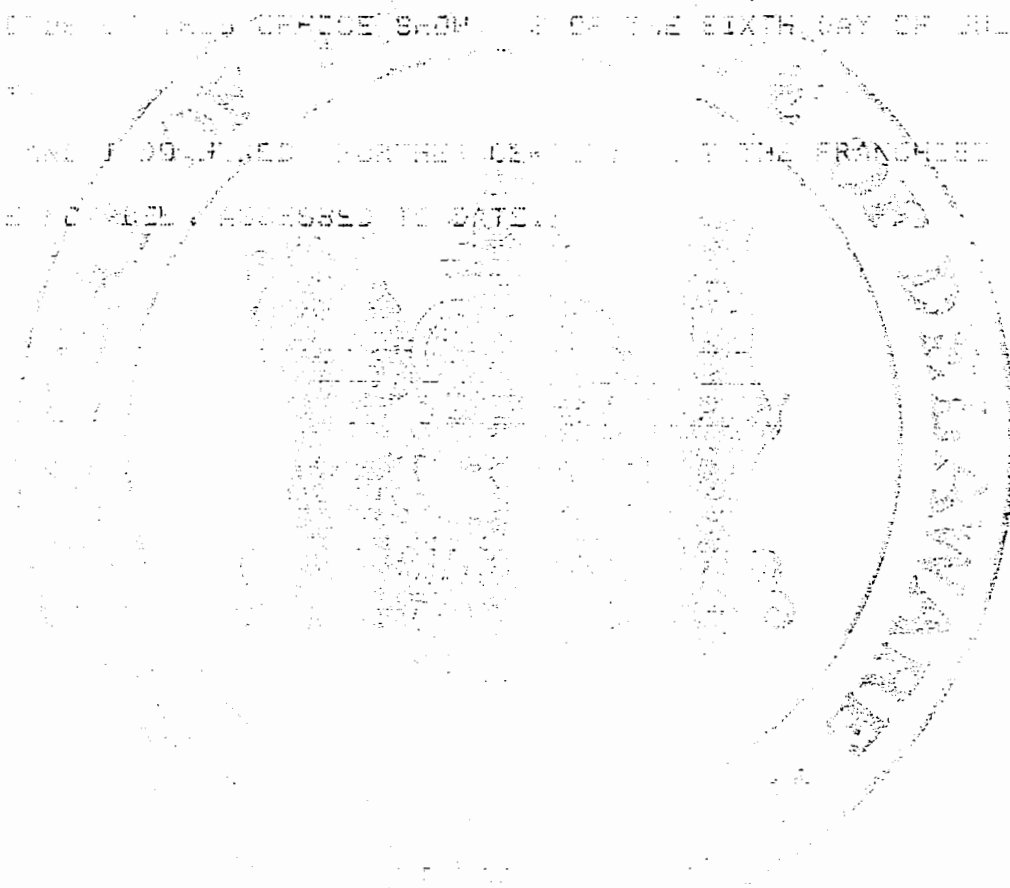
991273835

DATE: 07-06-99

Office of the Secretary of State

IN WITNESS WHEREOF, I, the Secretary of State, have hereunto set my hand and the seal of the Office of the Secretary of State at Dover, Delaware, this 15th day of July, 1997.

AND I DO HEREBY CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID AS REQUIRED BY LAW.



*Edward J. Freel*

Edward J. Freel, Secretary of State

161 N. MARKET STREET

DOVER, DE 19901

AUTHENTICATION:

98-7337

DATE:

07-06-97

FROSKAUER ROSE

DATE	TIME	TO/FROM	MODE	MIN/SEC	PGS	JOB#	STATUS		
32	07/07	12:14	F1	Dept of State	EC--S	01'34"	004	182	OK

Division of Corporations

Page 1 of 1

**Florida Department of State**  
 Division of Corporations  
 Public Access System  
 Katherine Harris, Secretary of State

Electronic Filing Cover Sheet

**Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.**

(((H99000016519 3)))

**Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.**

To:  
 Division of Corporations  
 Fax Number : (850)922-4003

From:  
 Account Name : PROSKAUER ROSE GOETZ & MENDELSON  
 Account Number : 074673001063  
 Phone : (561)995-4751  
 Fax Number : (561)241-7145

**FOREIGN PROFIT QUALIFICATION**

uview.com, Inc.

Certificate of Status	1
Certified Copy	1
Page Count	03
Estimated Charge	\$87.50

Electronic Filing Menu

Corporate Filing

Public Access Help



# Commercial Checking

01      2000002782515   036   130      0   51      5,844                        



UVIEW.COM INC  
 2255 GLADES ROAD  
 SUITE 337 WEST  
 BOCA RATON FL 33431

CB

## Commercial Checking

1/01/2000 thru 1/31/2000

Account number:      2000002782515  
 Account holder(s):    UVIEW.COM INC

Taxpayer ID Number:    650931236

### Account Summary

Opening balance 1/01	\$865.79
Deposits and other credits	16.26 +
Closing balance 1/31	\$882.05

### Deposits and Other Credits

Date	Amount	Description
	16.26	SERVICE CHARGE REFUND
<b>Total</b>	<b>\$16.26</b>	

### Daily Balance Summary

Dates	Amount	Dates	Amount	Dates	Amount
1/07	882.05				

# Reconciliation Report

2/13/2000

Checking - First Union account reconciled for the period ending 01/31/2000

## Cleared Transactions

Previous Balance			865.79
Cleared Checks and Payments	0	Items	0.00
Cleared Deposits and Other Credits	1	Items	16.26
Cleared Balance			882.05

## Uncleared Transactions

Uncleared Checks and Payments	0	Items	0.00
Uncleared Deposits and Other Credits	0	Items	0.00

## New Transactions

Account Balance as of 01/31/2000 (statement closing date)			882.05
New Checks and Payments	0	Items	0.00
New Deposits and Other Credits	0	Items	0.00
Ending Account Balance			882.05

## Reconciliation Report

2/13/2000

Checking - First Union account reconciled for the period ending 01/31/2000

Date	No.	Payee	Memo	Account	C	Amount
<b>Cleared Transactions:</b>						
Cleared Checks and Payments:						
					0 Items	0.00
Cleared Deposits and Other Credits:						
01/07/2000			Service fee refund	Checking - First Union	X	16.26
					1 Items	16.26
<b>Total Cleared Transactions</b>					<b>1 Items</b>	<b>16.26</b>
<b>Uncleared Transactions as of 01/31/2000:</b>						
Uncleared Checks and Payments:						
					0 Items	0.00
Uncleared Deposits and Other Credits:						
					0 Items	0.00
<b>Total Uncleared Transactions as of 01/31/2000</b>					<b>0 Items</b>	<b>0.00</b>
<b>New Transactions:</b>						
New Checks and Payments:						
					0 Items	0.00
New Deposits and Other Credits:						
					0 Items	0.00

Reconciliation Report

2/13/2000

Checking - First Union account reconciled for the period ending 01/31/2000

<u>Date</u>	<u>No.</u>	<u>Payee</u>	<u>Memo</u>	<u>Account</u>	<u>C</u>	<u>Amount</u>
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<b>Total New Transactions</b>				<b>0 Items</b>		<b>0.00</b>
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# Commercial Checking

01 2000002782515 036 130 0 51 5,972



UVIEW.COM INC  
2255 GLADES ROAD  
SUITE 337 WEST  
BOCA RATON FL 33431

CB

## Commercial Checking

12/01/1999 thru 12/31/1999

Account number: 2000002782515  
Account holder(s): UVIEW.COM INC

Taxpayer ID Number: 650931236

### Account Summary

Opening balance 12/01	\$0.00
Deposits and other credits	882.05 +
Other withdrawals and service fees	16.26 -
<b>Closing balance 12/31</b>	<b>\$865.79</b>

### Deposits and Other Credits

Date	Amount	Description
6	856.90	DEPOSIT
12/07	25.15	SERVICE CHARGE REFUND
<b>Total</b>	<b>\$882.05</b>	

### Other Withdrawals and Service Fees

Date	Amount	Description
12/10	16.26	COMMERCIAL SERVICE CHARGES FOR NOVEMBER 1999 <i>- will be reversed</i>
<b>Total</b>	<b>\$16.26</b>	

### Daily Balance Summary

Dates	Amount	Dates	Amount	Dates	Amount
12/06	856.90	12/07	882.05	12/10	865.79

# Reconciliation Report

1/7/2000

Checking - First Union account reconciled for the period ending 12/31/1999

## Cleared Transactions

Previous Balance		0.00
Cleared Checks and Payments	1 Items	-16.26
Cleared Deposits and Other Credits	2 Items	882.05
Cleared Balance		865.79

## Uncleared Transactions

Uncleared Checks and Payments	0 Items	0.00
Uncleared Deposits and Other Credits	0 Items	0.00

## New Transactions

Account Balance as of 12/31/1999 (statement closing date)		865.79
New Checks and Payments	0 Items	0.00
New Deposits and Other Credits	0 Items	0.00
Ending Account Balance		865.79

## Reconciliation Report

1/7/2000

Checking - First Union account reconciled for the period ending 12/31/1999

Date	No.	Payee	Memo	Account	C	Amount
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**Cleared Transactions:**

Cleared Checks and Payments:

12/10/1999		Nov. Comm. Service Ch...		Checking - First Union	X	-16.26
<b>Total Cleared Checks and Payments</b>				<b>1 Items</b>		<b>-16.26</b>

Cleared Deposits and Other Credits:

12/06/1999		Brian Utley		Checking - First Union	X	856.90
12/07/1999		Service fee refund		Checking - First Union	X	25.15
<b>Total Cleared Deposits and Other Credits</b>				<b>2 Items</b>		<b>882.05</b>

<b>Total Cleared Transactions</b>				<b>3 Items</b>		<b>865.79</b>
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**Uncleared Transactions as of 12/31/1999:**

Uncleared Checks and Payments:

<b>Total Uncleared Checks and Payments</b>				<b>0 Items</b>		<b>0.00</b>
--	--	--	--	----------------	--	-------------

Uncleared Deposits and Other Credits:

<b>Total Uncleared Deposits and Other Credits</b>				<b>0 Items</b>		<b>0.00</b>
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<b>Total Uncleared Transactions as of 12/31/1999</b>				<b>0 Items</b>		<b>0.00</b>
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**New Transactions:**

New Checks and Payments:

<b>Total New Checks and Payments</b>				<b>0 Items</b>		<b>0.00</b>
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New Deposits and Other Credits:

# Reconciliation Report

1/7/2000

Checking - First Union account reconciled for the period ending 12/31/1999

<u>Date</u>	<u>No.</u>	<u>Payee</u>	<u>Memo</u>	<u>Account</u>	<u>C</u>	<u>Amount</u>
Total New Deposits and Other Credits					0 Items	0.00
Total New Transactions					0 Items	0.00



# Commercial Checking

01 2000002782515 036 140 1 51 138,231



UVIEW.COM INC  
2255 GLADES ROAD  
SUITE 337 WEST  
BOCA RATON FL 33431

CB

## Commercial Checking

10/01/1999 thru 10/29/1999

Account number: 2000002782515  
Account holder(s): UVIEW.COM INC  
Taxpayer ID Number: 650931236

### Account Summary

Opening balance 10/01	\$915.63
Deposits and other credits	15,000.00 +
Checks	875.00 -
Other withdrawals and service fees	15,015.48 -
Closing balance 10/29	\$25.15

### Deposits and Other Credits

Date	Amount	Description
10/14	15,000.00	DEPOSIT
<b>Total</b>	<b>\$15,000.00</b>	

### Checks

Number	Amount	Date posted	Number	Amount	Date posted	Number	Amount	Date posted
1002	875.00	10/05	<b>Total</b>	<b>\$875.00</b>				

### Other Withdrawals and Service Fees

Date	Amount	Description
10/14	15.48	COMMERCIAL SERVICE CHARGES FOR SEPTEMBER 1999
10/21	15,000.00	DEPOSITED ITEM RETURNED ADV # 609116
<b>Total</b>	<b>\$15,015.48</b>	

### Daily Balance Summary

Dates	Amount	Dates	Amount	Dates	Amount
10/05	40.63	10/14	15,025.15	10/21	25.15

# Reconciliation Report

1/1/2000

Checking - First Union account reconciled for the period ending 10/29/1999

## Cleared Transactions

Previous Balance		0.00
Cleared Checks and Payments	4 Items	-13,306.35
Cleared Deposits and Other Credits	3 Items	13,331.50
Cleared Balance		25.15

## Uncleared Transactions

Uncleared Checks and Payments	0 Items	0.00
Uncleared Deposits and Other Credits	0 Items	0.00

## New Transactions

Account Balance as of 10/29/1999 (statement closing date)		25.15
New Checks and Payments	0 Items	0.00
New Deposits and Other Credits	0 Items	0.00
Ending Account Balance		25.15

## Reconciliation Report

1/7/2000

Checking - First Union account reconciled for the period ending 10/29/1999

Date	No.	Payee	Memo	Account	C	Amount
<b>Cleared Transactions:</b>						
Cleared Checks and Payments:						
08/30/1999				Checking - First Union	X	-159.37
10/14/1999			Service Charge	Checking - First Union	X	-15.48
08/14/1999	1001	IVIEWIT, LLC		Checking - First Union	X	-12,256.50
10/04/1999	1002	IVIEWIT, LLC		Checking - First Union	X	-875.00
Total Cleared Checks and Payments					4 Items	-13,306.35
Cleared Deposits and Other Credits:						
08/09/1999				Checking - First Union	X	200.00
08/09/1999				Checking - First Union	X	12,256.50
09/08/1999				Checking - First Union	X	875.00
Total Cleared Deposits and Other Credits					3 Items	13,331.50
<b>Total Cleared Transactions</b>					<b>7 Items</b>	<b>25.15</b>
<b>Uncleared Transactions as of 10/29/1999:</b>						
Uncleared Checks and Payments:						
Total Uncleared Checks and Payments					0 Items	0.00
Uncleared Deposits and Other Credits:						
Total Uncleared Deposits and Other Credits					0 Items	0.00
<b>Total Uncleared Transactions as of 10/29/1999</b>					<b>0 Items</b>	<b>0.00</b>
<b>New Transactions:</b>						
New Checks and Payments:						

# Reconciliation Report

1/7/2000

Checking - First Union account reconciled for the period ending 10/29/1999

<u>Date</u>	<u>No.</u>	<u>Payee</u>	<u>Memo</u>	<u>Account</u>	<u>C</u>	<u>Amount</u>
Total New Checks and Payments					0 Items	0.00
New Deposits and Other Credits:						
Total New Deposits and Other Credits					0 Items	0.00
<b>Total New Transactions</b>					<b>0 Items</b>	<b>0.00</b>





# Commercial Checking

01      2000002782515   036   130      0   51      5,798      \_\_\_\_\_



UVIEW.COM INC  
2255 GLADES ROAD  
SUITE 337 WEST  
BOCA RATON FL 33431

CB

## Commercial Checking

10/30/1999 thru 11/30/1999

Account number: 2000002782515  
Account holder(s): UVIEW.COM INC

Taxpayer ID Number: 650931236

### Account Summary

Opening balance 10/30	\$25.15
Deposits and other credits	74.72 +
Other withdrawals and service fees	99.87 -
Closing balance 11/30	\$0.00

### Deposits and Other Credits

Date	Amount	Description
11/24	74.72	SERVICE CHARGE REFUND
<b>Total</b>	<b>\$74.72</b>	

### Other Withdrawals and Service Fees

Date	Amount	Description
11/12	99.87	COMMERCIAL SERVICE CHARGES FOR OCTOBER 1999
<b>Total</b>	<b>\$99.87</b>	

### Daily Balance Summary

Dates	Amount	Dates	Amount	Dates	Amount
11/12	74.72 -	11/24	0.00		

# Reconciliation Report

1/7/2000

Checking - First Union account reconciled for the period ending 11/30/1999

## Cleared Transactions

Previous Balance		25.15
Cleared Checks and Payments	1 Items	-99.87
Cleared Deposits and Other Credits	1 Items	74.72
Cleared Balance		0.00

## Uncleared Transactions

Uncleared Checks and Payments	0 Items	0.00
Uncleared Deposits and Other Credits	0 Items	0.00

## New Transactions

Account Balance as of 11/30/1999 (statement closing date)		0.00
New Checks and Payments	0 Items	0.00
New Deposits and Other Credits	0 Items	0.00
Ending Account Balance		0.00

## Reconciliation Report

1/7/2000

Checking - First Union account reconciled for the period ending 11/30/1999

Date	No.	Payee	Memo	Account	C	Amount
<b>Cleared Transactions:</b>						
Cleared Checks and Payments:						
11/12/1999			Oct. Commercial Service...	Checking - First Union	X	-99.87
Total Cleared Checks and Payments					1 Items	-99.87
Cleared Deposits and Other Credits:						
11/24/1999			Service Charge refund	Checking - First Union	X	74.72
Total Cleared Deposits and Other Credits					1 Items	74.72
<b>Total Cleared Transactions</b>					<b>2 Items</b>	<b>-25.15</b>
<b>Uncleared Transactions as of 11/30/1999:</b>						
Uncleared Checks and Payments:						
Total Uncleared Checks and Payments					0 Items	0.00
Uncleared Deposits and Other Credits:						
Total Uncleared Deposits and Other Credits					0 Items	0.00
<b>Total Uncleared Transactions as of 11/30/1999</b>					<b>0 Items</b>	<b>0.00</b>
<b>New Transactions:</b>						
New Checks and Payments:						
Total New Checks and Payments					0 Items	0.00
New Deposits and Other Credits:						
Total New Deposits and Other Credits					0 Items	0.00

# Reconciliation Report

1/7/2000

Checking - First Union account reconciled for the period ending 11/30/1999

<u>Date</u>	<u>No.</u>	<u>Payee</u>	<u>Memo</u>	<u>Account</u>	<u>C</u>	<u>Amount</u>
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**Total New Transactions**

**0 Items**

**0.00**

03/27/00

Iviewit Technolgies, Inc.  
Account QuickReport  
As of March 27, 2000

Type	Date	Memo	Split	Amount	Balance
<b>1010 · Checking LLC- First Union</b>					15.25
Deposit	1/7/2000			15.96	31.21
Transfer	1/10/2000	Service Charge Reversal	6010 · Bank Charges	500,000.00	500,031.21
Check	1/10/2000		1600 · Note Rec. - Iviewit.... -SPLIT-	-500,000.00	31.21
Total 1010 · Checking LLC- First Union				15.96	31.21
<b>TOTAL</b>				<b>15.96</b>	<b>31.21</b>

## **Legal Contact Information**

Proskauer Rose LLP  
2255 Glades Road, Suite 340  
Boca Raton, FL 33431  
Contact: Chris Wheeler  
Phone: 561.995.4702

Meltzer, Lippe, Goldstein & Schlissel, P.C.  
The Chancery  
190 Willis Avenue  
Mineola, NY 11501  
Contact: Ray Joao  
Phone: 516.747.0300

Armstrong Hirsch Jackoway Tyerman & Wertheimer  
1888 Century Park East, 18<sup>th</sup> Floor  
Los Angeles, CA 90067-1722  
Contact: Alan Epstein  
Phone: 310.553.0305

03/27/00

Iviewit Holdings, Inc.  
**Statement of Cash Flows**  
January through December 1999

	<u>Jan - Dec '99</u>
<b>OPERATING ACTIVITIES</b>	
Net Income	-191.11
Adjustments to reconcile Net Income to net cash provided by operations:	
1500 · Goodwill	-12,325.00
2500 · Loan Payable	200.00
Net cash provided by Operating Activities	-12,316.11
<b>INVESTING ACTIVITIES</b>	
1800 · Investment - Iviewit Tech.	-13,131.50
Net cash provided by Investing Activities	-13,131.50
<b>FINANCING ACTIVITIES</b>	
3100 · Capital Stock (\$.01 par value)	521.27
3150 · Additional Paid in Capital	25,792.13
Net cash provided by Financing Activities	26,313.40
Net cash increase for period	865.79
Cash at end of period	<u><u>865.79</u></u>

**C. Minutes, Written Consents, and Resolutions relating to actions taken by the Board of Directors or Shareholders.**



State of Delaware  
Office of the Secretary of State

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PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF DESIGNATION OF "IVIEWIT HOLDINGS, INC.", FILED IN THIS OFFICE ON THE TWENTY-FOURTH DAY OF FEBRUARY, A.D. 2000, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

*Ed. J. Freel  
Conv. Prod. State*



*Edward J. Freel*

Edward J. Freel, Secretary of State

3063391 8100

001093657

AUTHENTICATION: 0279269

DATE: 02-25-00

CERTIFICATE OF DESIGNATIONS  
OF  
SERIES A CONVERTIBLE PREFERRED STOCK  
(\$01 Par Value)  
OF  
IVIEWIT HOLDINGS, INC.

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Pursuant to Section 151(g) of the General Corporation Law  
of the State of Delaware

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The undersigned duly authorized officers of IVIEWIT HOLDINGS, INC., a Delaware company (the "Company"), do hereby certify that the following resolution was duly adopted on February 24, 2000, by the Board of Directors of the Company pursuant to authority conferred on the Board of Directors by the provisions of the Certificate of Incorporation of the Company (as amended) and in accordance with the provisions of the Delaware General Corporation Law, with certain of the designations and the preferences, rights and other terms (but excluding voting rights) relating to dividends, redemption, dissolution, any distribution of assets of the Company and the conversion into, the exchange for, shares of another class of securities of the Company:

RESOLVED, that, pursuant to the authority conferred upon the Board of Directors by the Certificate of Incorporation of the Company, as amended (the "Certificate of Incorporation"), 5,418 of the authorized shares of preferred stock of the Company, par value \$.01 per share, are hereby designated "Series A Convertible Preferred Stock," of which the voting powers, designations, preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions thereof, shall be as follows:

A. Description and Designation of Series A Convertible Preferred Stock.

1. Designation. A total of 5,418 shares of the Company's Preferred Stock shall be designated as "Series A Convertible Preferred Stock." As used herein, the term "Preferred Stock" used without references to the Series A Convertible Preferred Stock means the shares of Series A Convertible Preferred Stock and the shares of any series of authorized Preferred Stock of the Company issued and designated from time to time by a resolution or resolutions of the Board of Directors, share for share alike and without distinction as to class or series, except as otherwise expressly provided for in this Certificate of Designation or as the context otherwise requires.

2. Dividends. The holders of record of shares of the Series A Convertible Preferred Stock shall be entitled to receive out of funds legally available therefor, dividends at the same rate as dividends (other than dividends paid in additional shares of Common Stock) are paid with respect to the Common Stock (treating each share of Series A Convertible Preferred Stock as being equal to the number of shares of Class A Common Stock (including fractions of a share) into which each share of Series A Convertible Preferred Stock is then convertible).

3. Liquidation, Dissolution or Winding Up.

(a) Treatment at Sale, Liquidation, Dissolution or Winding Up. In the event of any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, before any distribution or payment is made to any holders of any shares of Common Stock or any other class or series of capital stock of the Company designated to be junior to the Series A Convertible Preferred Stock, and subject to the liquidation rights and preferences of any class or series of Preferred Stock designated to be senior to, or on a parity with, the Series A Convertible Preferred Stock, the holders of shares of Series A Convertible Preferred Stock shall be entitled to be paid in cash first out of the assets of the Company available for distribution to holders of the Company's capital stock whether such assets are capital, surplus or earnings, an amount equal to \$387.59 per share of Series A Convertible Preferred Stock (which amount shall be subject to equitable adjustment whenever there shall occur a stock dividend, stock split, combination, reorganization, recapitalization, reclassification or other similar event involving the Series A Convertible Preferred Stock) plus any dividends accrued or declared but unpaid on such shares (such amount, as so determined, is referred to herein as the "Series A Liquidation Value" with respect to such shares). After payment has been made to the holders of the Series A Convertible Preferred Stock, and any series of Preferred Stock designated to be senior to, or on a parity with, the Series A Convertible Preferred Stock, of the full liquidation preference to which such holders shall be entitled as aforesaid, the remaining assets shall be distributed among the holders of Common Stock on a pro-rata basis and the holders of the Series A Convertible Preferred Stock shall not be entitled to share therein.

(b) Insufficient Funds. If upon such liquidation, dissolution or winding up the assets or surplus funds of the Company to be distributed to the holders of shares of Series A Convertible Preferred Stock and any other then-outstanding shares of the Company's capital stock ranking on a parity with respect to payment on liquidation with the Series A Convertible Preferred Stock (such shares being referred to herein as the "Series A Parity Stock") shall be insufficient to permit payment to such respective holders of the full Series A Liquidation Value and all other preferential amounts payable with respect to the Series A Convertible Preferred Stock and such Series A Parity Stock, then the assets available for payment or distribution to such holders shall be allocated among the holders of the Series A Convertible Preferred Stock and such Series A Parity Stock, pro rata, in proportion to the full respective preferential amounts to which the Series A Convertible Preferred Stock and such Series A Parity Stock are each entitled.

(c) Certain Transactions Treated as Liquidation. For purposes of this Section 3, (A) any sale, exchange, conveyance or other disposition of the capital stock of the Company in a transaction or series of related transactions in which more than 50% of the voting power of the Company is disposed of or shifts, (B) any acquisition of the Company by means of merger or other form of corporate reorganization or consolidation with or into another corporation in which outstanding shares of this Company, including shares of Series A Convertible Preferred Stock, are exchanged for securities or other consideration issued, or caused to be issued, by the other corporation or its subsidiary and, as a result of which transaction, the stockholders of this Company own 50% or less of the voting power of the surviving entity (other than a mere re-incorporation transaction), or (C) a sale, transfer or lease (other than a pledge or grant of a security interest to a bona fide lender) of all or substantially all of the assets of the Company (other than to or by a majority-owned or wholly-owned subsidiary of the Company), shall be treated as a liquidation, dissolution or winding up of the Company and shall entitle the holders of Series A Convertible Preferred Stock to receive the amount that would be received in a liquidation, dissolution or winding up pursuant to Section 3(a) hereof, if the holders of at least 50% of the then outstanding shares of Series A Convertible Preferred Stock so elect by giving written notice thereof to the Company at least three business days before the effective date of such event. The Company will provide the holders of Preferred Stock with notice of all transactions which are to be treated as a liquidation, dissolution or winding up pursuant to this Section 3(c) twenty (20) days prior to the earlier of the vote relating to such transaction or the closing of such transaction.

(d) Distributions of Property. Whenever the distribution provided for in this Section 3 shall be payable in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors, unless the holders of 50% or more of the then outstanding shares of Series A Convertible Preferred Stock request, in writing, that an independent appraiser perform such valuation, then by an independent

appraiser selected by the Board of Directors and reasonably acceptable to 50% or more of the holders of such series of Preferred Stock.

4. Voting Power.

(a) General. Except as otherwise expressly provided in Section 9 hereof or as otherwise required by law, each holder of Series A Convertible Preferred Stock shall be entitled to vote on all matters and shall be entitled to that number of votes equal to the number of whole shares of Class A Common Stock into which such holder's respective shares of Series A Convertible Preferred Stock could then be converted, pursuant to the provisions of Section 5 hereof, at the record date for the determination of stockholders entitled to vote on such matter or, if no such record date is established, at the date such vote is taken or any written consent of stockholders is solicited. Except as otherwise expressly provided in Section 9 hereof or as otherwise required by law, the holders of shares of Preferred Stock and Common Stock shall vote together as a single class on all matters.

5. Conversion Rights. The holders of the Series A Convertible Preferred Stock shall have the following rights with respect to the conversion of such shares into shares of Class A Common Stock:

(a) General. Subject to and in compliance with the provisions of this Section 5, any or all shares of the Series A Convertible Preferred Stock may, at the option of the holder, be converted at any time into fully-paid and non-assessable shares of Class A Common Stock. The number of shares of Class A Common Stock to which a holder of Series A Convertible Preferred Stock shall be entitled to receive upon conversion shall be the product obtained by multiplying the Series A Applicable Conversion Rate (determined as provided in Section 5(b)) by the number of shares of Series A Convertible Preferred Stock being converted at any time.

(b) Applicable Conversion Rate. The conversion rate in effect at any time for the Series A Convertible Preferred Stock (the "Series A Applicable Conversion Rate") shall be the quotient obtained by dividing \$387.59 by the Series A Applicable Conversion Value, as defined in Section 5(c). Initially, the Series A Applicable Conversion Rate shall be one (1), and each share of Series A Convertible Preferred Stock shall initially be convertible into one (1) share of Class A Common Stock.

(c) Applicable Conversion Value. The Series A Applicable Conversion Value in effect from time to time, except as adjusted in accordance with Section 5(d) hereof, shall be \$387.59 with respect to the Series A Convertible Preferred Stock (the "Series A Applicable Conversion Value").

(d) Adjustment to Series A Applicable Conversion Value.

(i) (A) Effect on Series A Applicable Conversion Value Upon Dilutive Issuances of Common Stock or Convertible Securities. Except as otherwise provided in this Section 5(d), if the Company shall, while there are any shares of Series A Convertible Preferred Stock outstanding, issue or sell shares of its Common Stock (or Common Stock Equivalents, as defined below) without consideration or at a price per share less than the Series A Applicable Conversion Value in effect immediately prior to such issuance or sale, then and in such event, such Series A Applicable Conversion Value upon each such issuance or sale, except as hereinafter provided, shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying the Series A Applicable Conversion Value in effect immediately prior to such calculation by a fraction:

(1) the numerator of which shall be (a) the number of shares of Common Stock outstanding immediately prior to the issuance of such additional shares of Common Stock or Common Stock Equivalents (calculated on a fully diluted basis assuming the exercise or conversion of all then exercisable options, warrants, purchase rights or convertible securities) (as defined below), plus (b) the number of shares of Common Stock which the net aggregate consideration, if any, received by the Company for the total number of such additional shares of Common Stock or Common Stock Equivalents so issued would purchase at the Series A Applicable Conversion Value in effect immediately prior to such issuance, and

(2) the denominator of which shall be (a) the number of shares of Common Stock outstanding immediately prior to the issuance of such additional shares of Common Stock or Common Stock Equivalents (calculated on a fully diluted basis assuming the exercise or conversion of all then exercisable options, warrants, purchase rights or convertible securities), plus (b) the number of such additional shares of Common Stock or Common Stock Equivalents so issued.

The provisions of this Section 5(d)(i)(A) may be waived in any instance (without the necessity of convening any meeting of stockholders of the Company) upon the written consent of the holders of at least 66.66% of the outstanding shares of Series A Convertible Preferred Stock.

(B) Effect on Series A Applicable Conversion Value Upon Other Dilutive Issuances of Warrants, Options and Purchase Rights to Common Stock or Convertible Securities.

(1) For the purposes of this Section 5(d)(i), the issuance of any warrants, options, subscription or purchase rights with respect to shares of Common Stock and the issuance of any securities convertible into or exchangeable for shares of Common Stock, or the issuance

of any warrants, options, subscription or purchase rights with respect to such convertible or exchangeable securities (collectively, "Common Stock Equivalents"), shall be deemed an issuance of Common Stock with respect to the Series A Convertible Preferred Stock if the Net Consideration Per Share (as hereinafter determined) which may be received by the Company for such Common Stock Equivalents shall be less than the Series A Applicable Conversion Value in effect at the time of such issuance. Any obligation, agreement or undertaking to issue Common Stock Equivalents at any time in the future shall be deemed to be an issuance at the time such obligation, agreement or undertaking is made or arises. No adjustment of the Series A Applicable Conversion Value shall be made under this Section 5(d)(i) upon the issuance of any shares of Common Stock which are issued pursuant to the exercise, conversion or exchange of any Common Stock Equivalents if any adjustment shall previously have been made upon the issuance of any such Common Stock Equivalents as above provided.

(2) Should the Net Consideration Per Share of any such Common Stock Equivalents be decreased from time to time, then, upon the effectiveness of each such change, the Series A Applicable Conversion Value will be that which would have been obtained (1) had the adjustments made upon the issuance of such Common Stock Equivalents been made upon the basis of the actual Net Consideration Per Share of such securities, and (2) had adjustments made to the Series A Applicable Conversion Value since the date of issuance of such Common Stock Equivalents been made to such Series A Applicable Conversion Value as adjusted pursuant to (1) above.

(3) For purposes of this paragraph, the "Net Consideration Per Share" which may be received by the Company shall be determined as follows:

(a) The "Net Consideration Per Share" shall mean the amount equal to the total amount of consideration, if any, received by the Company for the issuance of such Common Stock Equivalents, plus the minimum amount of consideration, if any, payable to the Company upon exercise, or conversion or exchange thereof, divided by the aggregate number of shares of Common Stock that would be issued if all such Common Stock Equivalents were exercised, exchanged or converted.

(b) The "Net Consideration Per Share" which may be received by the Company shall be determined in each instance as of the date of issuance of Common Stock Equivalents without giving effect to any possible future upward price adjustments

or rate adjustments which may be applicable with respect to such Common Stock Equivalents.

(C) Stock Dividends for Holders of Capital Stock Other Than Common Stock. In the event that the Company shall make or issue, or shall fix a record date for the determination of holders of any capital stock of the Company other than holders of Common Stock entitled to receive a dividend or other distribution payable in Common Stock or securities of the Company convertible into or otherwise exchangeable for the Common Stock of the Company, then such Common Stock or other securities issued in payment of such dividend shall be deemed to have been issued for a consideration of \$.01, except for (i) dividends payable in shares of Common Stock payable pro rata to holders of Series A Convertible Preferred Stock, and to holders of any other class of stock (whether or not paid to holders of any other class of stock), or (ii) with respect to the Series A Convertible Preferred Stock, dividends payable in shares of Series A Convertible Preferred Stock or (iii) with respect to any other series of Preferred Stock, dividends payable in shares of such series or Common Stock.

(D) Consideration Other than Cash. For purposes of this Section 5(d)(i), if a part or all of the consideration received by the Company in connection with the issuance of shares of the Common Stock or the issuance of any of the securities described in this Section 5(d)(i) consists of property other than cash, such consideration shall be deemed to have a fair market value as is reasonably determined in good faith by the Board of Directors of the Company.

(E) Exceptions to Anti-dilution. This Section 5(d)(i) shall not apply under any of the circumstances which would constitute an Extraordinary Common Stock Event (as described below). Further, this Section 5(d)(i) shall not apply with respect to:

(1) the issuance of shares of Common Stock pursuant to a Qualified IPO (as defined below);

(2) the issuance of shares of Common Stock or Series A Convertible Preferred Stock pursuant to stock options, warrants or other contractual commitments or contracts issued or outstanding on February 24, 2000;

(3) the issuance of shares of Common Stock upon the conversion of any shares of Series A Convertible Preferred Stock;

(4) the issuance of shares of Common Stock or stock options pursuant to stock option or executive ownership plans, where such plans have been approved by a majority of the non-employee members of



employee members of the Company's Board of Directors and the shares of Common Stock issuable upon exercise of such options;

(5) the issuance of up to 5,000 shares of Common Stock issued in connection with the acquisition of all of the shares of common stock of iviewit Technologies, Inc. issued to minority stockholders of iviewit Technologies, Inc. and outstanding on February 24, 2000;

(6) shares of capital stock issued in connection with an acquisition of (A) all or substantially all of the assets or equity interests in another company or (B) technology rights (including without limitation rights relating to hardware, software, patents, and know how useable in the Company's business); and

(7) any adjustments to the conversion price or exercise price of any derivative security of the Company as a result of the application of anti-dilutive provisions.

(ii) Upon Extraordinary Common Stock Event. Upon the happening of an Extraordinary Common Stock Event (as hereinafter defined), the Series A Applicable Conversion Value (and all other conversion values set forth in Section 5(d)(i) above) shall, simultaneously with the happening of such Extraordinary Common Stock Event, be adjusted by multiplying each of the Series A Applicable Conversion Value by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such Extraordinary Common Stock Event (calculated on a fully diluted basis assuming the exercise or commission of all their exercisable or convertible options, warrants, purchase rights or convertible securities) and the denominator of which shall be the number of shares of Common Stock outstanding immediately after such Extraordinary Common Stock Event (calculated on a fully diluted basis assuming the exercise or commission of all their exercisable or convertible options, warrants, purchase rights or convertible securities), and the product so obtained shall thereafter be the Series A Applicable Conversion Value. The Series A Applicable Conversion Value as so adjusted, shall be readjusted in the same manner upon the happening of any successive Extraordinary Common Stock Event or Events.

An "Extraordinary Common Stock Event" shall mean (i) the issue of additional shares of Common Stock as a dividend or other distribution on outstanding shares of Common Stock, (ii) a subdivision of outstanding shares of Common Stock into a greater number of shares of Common Stock, or (iii) a combination or reverse stock split of outstanding shares of Common Stock into a smaller number of shares of Common Stock.

(e) Automatic Conversion Upon Initial Public Offering.

(i) Mandatory Conversion of Preferred Stock.

Immediately upon the closing of an underwritten public offering on a firm commitment basis with a nationally recognized full-service investment bank pursuant to an effective registration statement filed pursuant to the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Company in which the Company actually receives net proceeds equal to or greater than \$15,000,000 (calculated after deducting underwriting discounts and commissions and after the calculation of expenses) and provided that the Company has a pre-offering valuation of at least \$50,000,000 (a "Qualified IPO"), all outstanding shares of Series A Convertible Preferred Stock shall be converted automatically into the number of shares of Common Stock into which such shares of Series A Convertible Preferred Stock are then convertible pursuant to Section 5 hereof as of the closing of such underwritten public offering, without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent.

(ii) Surrender of Certificates Upon Mandatory Conversion.

Upon the occurrence of the conversion events specified in the preceding paragraph (i), the holders of the Series A Convertible Preferred Stock shall, upon notice from the Company, surrender the certificates representing such shares at the office of the Company or of its transfer agent for the Common Stock. Thereupon, there shall be issued and delivered to such holder a certificate or certificates for the number of shares of Common Stock into which the shares of Series A Convertible Preferred Stock so surrendered were convertible on the date on which such conversion occurred. The Company shall not be obligated to issue such certificates unless certificates evidencing the shares of Series A Convertible Preferred Stock being converted are either delivered to the Company or any such transfer agent, or the holder notifies the Company that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection therewith.

(f) Dividends. In the event the Company shall make or issue, or shall fix a record date for the determination of holders of Common Stock entitled to receive a dividend or other distribution (other than a distribution in liquidation or other distribution otherwise provided for herein) with respect to the Common Stock payable in (i) securities of the Company other than shares of Common Stock, or (ii) other assets (excluding cash dividends or distributions), then and in each such event provision shall be made so that the holders of the Series A Convertible Preferred Stock shall receive upon conversion thereof in addition to the number of shares of Class A Common Stock receivable thereupon, the number of securities or such other assets of the Company which they would have received had their Series A Convertible Preferred Stock been converted into Class A Common Stock on the date of such event and had they thereafter, during the period from the date of such event to and including the Conversion Date (as that term is hereafter defined in Section 5(j)), retained such securities or such other assets receivable by

them during such period, giving application to all other adjustments called for during such period under this Section 5 with respect to the rights of the holders of the Series A Convertible Preferred Stock.

(g) Capital Reorganization or Reclassification. If the Class A Common Stock issuable upon the conversion of the Series A Convertible Preferred Stock shall be changed into the same or different number of shares of any class or classes of capital stock, whether by capital reorganization, recapitalization, reclassification or otherwise (other than a subdivision or combination of shares or stock dividend provided for elsewhere in this Section 5, or a merger, consolidation or sale of all or substantially all of the Company's capital stock or assets to any other person), then and in each such event the holder of each share of Series A Convertible Preferred Stock shall have the right thereafter to convert such share into the kind and amount of shares of capital stock and other securities and property receivable upon such reorganization, recapitalization, reclassification or other change by the holders of the number of shares of Class A Common Stock into which such shares of Series A Convertible Preferred Stock might have been converted immediately prior to such reorganization, recapitalization, reclassification or change, all subject to further adjustment as provided herein.

(h) Merger, Consolidation or Sale of Assets. If at any time or from time to time there shall be a merger or consolidation of the Company with or into another corporation (other than a merger or reorganization involving only a change in the state of incorporation of the Company), or the sale of all or substantially all of the Company's capital stock or assets to any other person, then, as a part of such reorganization, merger, or consolidation or sale, and if and to the extent the holders of Preferred Stock do not make the liquidation treatment election contemplated by Section 3(c) hereof, provision shall be made so that the holders of the Series A Convertible Preferred Stock shall thereafter be entitled to receive upon conversion of the Series A Convertible Preferred Stock the number of shares of stock or other securities or property of the Company, or of the successor corporation resulting from such merger or consolidation, to which such holder would have been entitled if such holder had converted its shares of Series A Convertible Preferred Stock immediately prior to such capital reorganization, merger, consolidation or sale. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 5 to the end that the provisions of this Section 5 (including adjustment of the Series A Applicable Conversion Value then in effect and the number of shares of Common Stock or other securities issuable upon conversion of such shares of Series A Convertible Preferred Stock) shall be applicable after that event in as nearly equivalent a manner as may be practicable.

(i) Certificate as to Adjustments; Notice by Company. In each case of an adjustment or readjustment of the Series A Applicable Conversion Rate, the Company at its expense will furnish each holder of Series A Convertible Preferred Stock with a certificate prepared by the President, Treasurer or Chief

Financial Officer of the Company, showing such adjustment or readjustment, and stating in detail the facts upon which such adjustment or readjustment is based.

(j) Exercise of Conversion Privilege. To exercise its conversion privilege, a holder of Series A Convertible Preferred Stock shall surrender the certificate or certificates representing the shares being converted to the Company at its principal office, and shall give written notice to the Company at that office that such holder elects to convert such shares. Such notice shall also state the name or names (with address or addresses) in which the certificate or certificates for shares of Class A Common Stock issuable upon such conversion shall be issued; provided, however, that if the names are other than the registered holders thereof, such notice shall be accompanied by an opinion of counsel reasonably acceptable to the Company that such certificates may be issued (and the Common Stock transferred) pursuant to an available exemption from the registration requirements of applicable state and federal securities laws. The certificate or certificates for shares of Series A Convertible Preferred Stock surrendered for conversion shall be accompanied by proper assignment thereof to the Company or in blank. The date when such written notice and assignment (and opinion, as applicable) is received by the Company, together with the certificate or certificates representing the shares of Series A Convertible Preferred Stock being converted, shall be the "Conversion Date." As promptly as practicable after the Conversion Date, the Company shall issue and shall deliver to the holder of the shares of Series A Convertible Preferred Stock being converted, or on its written order, such certificate or certificates as it may request for the number of whole shares of Common Stock issuable upon the conversion of such shares of Series A Convertible Preferred Stock in accordance with the provisions of this Section 5, rounded up to the nearest whole share as provided in Section 5(k), in respect of any fraction of a share of Common Stock issuable upon such conversion. Such conversion shall be deemed to have been effected immediately prior to the close of business on the Conversion Date, and at such time the rights of the holder as holder of the converted shares of Series A Convertible Preferred Stock shall cease and the person(s) in whose name(s) any certificate(s) for shares of Class A Common Stock shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of the shares of Class A Common Stock represented thereby.

(k) No Issuance of Fractional Shares. No fractional shares of Class A Common Stock or scrip representing fractional shares shall be issued upon the conversion of shares of Series A Convertible Preferred Stock, unless the aggregate number of shares of Common Stock to be issued as a result of a conversion by the particular holder is question is less than one hundred (100) shares. Instead of any fractional shares of Class A Common Stock which would otherwise be issuable upon conversion of Series A Convertible Preferred Stock, the Company shall round up to the next whole share of Class A Common Stock issuable upon the conversion of shares of Series A Convertible Preferred Stock. The determination as to whether any fractional shares of Class A Common Stock shall

be rounded up shall be made with respect to the aggregate number of shares of Series A Convertible Preferred Stock being converted at any one time by any holder thereof, not with respect to each share of Series A Convertible Preferred Stock being converted.

(l) Partial Conversion. In the event some but not all of the shares of Series A Convertible Preferred Stock represented by a certificate(s) surrendered by a holder are converted, the Company shall execute and deliver to or on the order of the holder, at the expense of the Company, a new certificate representing the number of shares of Series A Convertible Preferred Stock which were not converted.

(m) Reservation of Common Stock. The Company shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of effecting the conversion of the shares of the Series A Convertible Preferred Stock, such number of its shares of Class A Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series A Convertible Preferred Stock (including any shares of Series A Convertible Preferred Stock represented by any warrants, options, subscription or purchase rights for Series A Convertible Preferred Stock), and if at any time the number of authorized but unissued shares of Class A Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Convertible Preferred Stock (including any shares of Series A Convertible Preferred Stock represented by any warrants, options, subscriptions or purchase rights for such Preferred Stock), the Company shall take such action as may be necessary to increase its authorized but unissued shares of Class A Common Stock to such number of shares as shall be sufficient for such purpose.

(n) No Reissuance of Preferred Stock. No share or shares of Series A Convertible Preferred Stock acquired by the Company by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be cancelled, retired and eliminated from the shares which the Company shall be authorized to issue. The Company shall from time to time take such appropriate corporate action as may be necessary to reduce the authorized number of shares of the Series A Convertible Preferred Stock.

## 6. Redemption.

(a) Optional Redemption. Commencing on the earlier of (i) February 24, 2005, and (ii) a Triggering Event (as defined below), and thereafter, the Company shall, at any time and from time to time, at the option of and on the written request of the holders of a majority of the outstanding shares of Series A Convertible Preferred Stock (delivered to the Company not less than 45 nor more than 90 days prior to the date of redemption) redeem, on the date (the "Redemption Date") specified in such request, all, but not less than all, of the shares of Series A

Convertible Preferred Stock. The redemption price for each share of Preferred Stock redeemed pursuant to this Section 6(a) shall initially be \$387.59 per share in cash plus all accrued and/or declared but unpaid dividends on such shares up to and including the date fixed for redemption (the "Redemption Price"). The Redemption Price set forth in this Section 6 shall be subject to equitable adjustment whenever there shall occur a stock split, stock dividend, combination, recapitalization, reclassification or other similar event involving a change in the Series A Convertible Preferred Stock. To the extent that the Company may not legally redeem such shares of Preferred Stock, such redemption shall take place as soon as legally permitted. A "Triggering Event" shall be deemed to have occurred in the event the Company (a) breaches its obligations to redeem any of the Preferred Shares, (b) materially breaches any of its obligations under (i) that certain Investors' Rights Agreement dated February 24, 2000 among the holders of the Series A Convertible Preferred Stock and the Company, or (ii) that certain Securities Purchase Agreement dated as of February 24, 2000 relating to the issuance of the Series A Convertible Preferred Stock, or (c) materially breaches any of its other covenants or agreements with such holders under any agreement or document; provided however, that the Company shall have 15 days in which to cure any such breach not involving a payment obligation or the issuance of shares of capital stock to such holders and the Company shall have 3 days in which to cure any such breach involving a payment obligation or the issuance of shares of capital stock to such holders.

(b) Insufficient Funds for Redemption.

(i) If the funds of the Company legally available for redemption of the Preferred Stock on the Redemption Date are insufficient to redeem the number of shares of Preferred Stock to be so redeemed on such Redemption Date, the holders of shares of Preferred Stock shall share ratably in any funds legally available for redemption of such shares according to the respective amounts which would be payable with respect to the number of shares owned by them if the shares to be so redeemed on such Redemption Date were redeemed in full. The shares of Preferred Stock not redeemed shall remain outstanding and entitled to all rights and preferences provided herein.

(ii) At any time thereafter when additional funds of the Company are legally available for the redemption of such shares of Preferred Stock, such funds will be used, as soon as practicable but no later than the end of the next succeeding fiscal quarter, to redeem the balance of such shares, or such portion thereof for which funds are then legally available, on the basis set forth above.

(c) Redemption Proportionate. Each redemption of Preferred Stock pursuant to this Section 6 shall be made so that the number of shares of Preferred Stock to be redeemed from each registered owner shall be on a pro rata basis according to the respective liquidation preferences of shares of

Preferred Stock which each such holder of Preferred Stock owns of record as of the applicable Redemption Date.

(d) Surrender of Certificates. Each holder of Preferred Stock shall surrender the certificate(s) representing such shares to the Company at its principal executive offices, and thereupon, as of the Redemption Date, the Redemption Price for such shares as set forth in this Section 6 shall be paid to the order of the person whose name appears on such certificate(s) and each surrendered certificate shall be canceled and retired. In the event some but not all of the Preferred Stock represented by a certificate(s) surrendered by a holder are being redeemed, the Company shall execute and deliver to or on the order of the holder, at the expense of the Company, a new certificate representing the number of shares of Preferred Stock which were not redeemed.

The rights of redemption of the holders of Series A Convertible Preferred Stock are subject to the rights and preferences of any class or series of preferred stock that may be designated to be senior to, or on parity with, the Series A Convertible Preferred Stock with respect to rights of redemption.

(e) Dividends and Conversion after Redemption. From and after payment in full of the Redemption Price, no shares of Preferred Stock subject to redemption shall be entitled to any further dividends pursuant to Section 2 hereof or to the conversion provisions set forth in Section 5 hereof; provided, however, that in all events such redemption is consummated.

(f) Waiver of Redemption. Each holder of Preferred Stock shall have the right to waive redemption under this Section 6 of shares owned by such holder; provided that such waiver shall not affect the number of shares to be redeemed from any other holder.

7. Registration of Transfer. The Company will keep at its principal office a register for the registration of shares of Preferred Stock. Subject to the next sentence, upon the surrender of any certificate representing shares of Preferred Stock at such place, the Company will, at the request of the record holders of such certificate, execute and deliver (at the Company's expense) a new certificate or certificates in exchange therefore representing the aggregate number of shares of Preferred Stock represented by the surrendered certificate. It shall be a condition precedent to any such transfer that the Company shall receive an opinion of counsel reasonably acceptable to the Company that such certificates may be issued (and the Preferred Stock transferred) pursuant to an available exemption from the registration requirements of applicable state and federal securities laws. Each such new certificate will be registered in such name and will represent such number of shares of Preferred Stock as is required by the holder of the surrendered certificate and will be substantially identical in form to the surrendered certificate.

8. Replacement. Upon receipt of evidence reasonably satisfactory to the Company (an affidavit of the registered holder will be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing shares of Preferred Stock, and in the case of any such loss, theft or destruction, upon receipt of an unsecured indemnity from the holder reasonably satisfactory to the Company or, in the case of such mutilation upon surrender of such certificate, the Company will (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of Preferred Stock represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

9. Restrictions and Limitations on Corporate Action and Amendments to Charter. The Company shall not take any corporate action or otherwise amend its Certificate of Incorporation or this Certificate of Designations without the approval by vote or written consent of the holders of at least 66.66% of the then outstanding shares of Series A Convertible Preferred Stock, voting together as a single class, if such corporate action or amendment would:

(i) amend any of the rights, preferences, privileges of or limitations provided for herein for the benefit of any shares of Series A Convertible Preferred Stock;

(ii) authorize or issue, or obligate the Company to authorize or issue, shares of Preferred Stock senior in priority to the Series A Convertible Preferred Stock with respect to liquidation preferences, dividend rights or redemption rights;

(iii) decrease the authorized number of shares of Series A Convertible Preferred Stock; or

(iv) cause the Company to redeem, purchase or otherwise acquire for value (or pay into or set aside for a sinking fund for such purpose), any share or shares of Preferred Stock other than pursuant to Section 6 hereof or in accordance with the terms of any other series of Preferred Stock; or

(v) amend any provisions of this Section 9.

10. No Dilution or Impairment. The Company will not, by amendment of its Certificate of Incorporation or through any reorganization, transfer of capital stock or assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of the Preferred Stock set forth herein, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the holders of the Preferred Stock hereunder. Without limiting the generality of the foregoing, the Company (a) will not increase the par value of any shares of stock



receivable on the conversion of the Preferred Stock above the amount payable therefor on such conversion, and (b) will take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable shares of stock on the conversion of all Preferred Stock from time to time outstanding.

11. Notices of Record Date. In the event of:

(a) any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or any right to subscribe for, purchase or otherwise acquire any shares of capital stock of any class or any other securities or property, or to receive any other right, or

(b) any capital reorganization of the Company, any reclassification or recapitalization of the capital stock of the Company, any merger or consolidation of the Company, or any transfer of all or substantially all of the assets of the Company to any other corporation, or any other entity or person, or

(c) any voluntary or involuntary dissolution, liquidation or winding up of the Company,

then and in each such event the Company shall mail or cause to be mailed to each holder of Preferred Stock a notice specifying (i) the date on which any such record is to be taken for the purpose of such dividend, distribution or right and a description of such dividend, distribution or right, (ii) the date on which any such reorganization, reclassification, recapitalization, transfer, consolidation, merger, dissolution, liquidation or winding up is expected to become effective, and (iii) the time, if any, that is to be fixed, as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such reorganization, reclassification, recapitalization, transfer, consolidation, merger, dissolution, liquidation or winding up. Such notice shall be mailed by first class mail, postage prepaid, at least ten (10) days prior to the earlier of (1) the date specified in such notice on which such record is to be taken and (2) the date on which such action is to be taken. Failure to mail such notice on a timely basis or any defect in such notice shall not affect the validity of any transaction or action referred to in this Section 11.

12. Notices. Except as otherwise expressly provided, all notices referred to herein will be in writing and will be delivered by registered or certified mail, return receipt requested, postage prepaid and will be deemed to have been given when so mailed (i) to the Company, at its principal executive offices and (ii) to any stockholder, at such holder's address as it appears in the stock records of the Company (unless otherwise indicated in writing by any such holder).

iviewit Holdings, Inc.

By:

  
\_\_\_\_\_  
Brian G. Utley, President

## SECURITIES PURCHASE AGREEMENT

THIS SECURITIES PURCHASE AGREEMENT dated as of February 24, 2000 (this "Agreement"), between iviewit Holdings, Inc., a Delaware corporation (the "Company"), and each of the investors named on the attached Schedule I as such schedule may be amended in accordance with the terms of this Agreement (individually, each an "Investor" and collectively the "Investors").

WHEREAS, the Company wishes to issue and sell to the Investors identified on Schedule 1 on the date hereof an aggregate of up to 2,580 shares of the authorized but unissued Series A Convertible Preferred Stock, \$.01 par value, of the Company (the "Series A Preferred Stock"), at a purchase price of \$387.59 per share, and the Company wishes to issue and sell to certain other Investors to be added to Schedule 1 on or after the date hereof an aggregate of up to 2,580 shares of the Series A Preferred Stock at such purchase price (collectively, the "Series A Preferred Shares").

WHEREAS, the Investors, severally and not jointly, desire to purchase the Series A Preferred Shares on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

### ARTICLE 1

#### THE SHARES

1.1 Authorization of the Shares. The Company has authorized the sale and issuance to the Investors of up to an aggregate of 5,160 shares (the "Shares") of its Series A Preferred Stock having the rights, restrictions and privileges set forth in the Certificate of Designations of Series A Convertible Preferred Stock substantially in the form attached hereto as Exhibit A (the "Certificate").

1.2 Issuance, Sale and Delivery of the Shares.

(a) Subject to the terms and conditions hereof and in reliance upon the representations, warranties, covenants and agreements contained herein, the Company hereby agrees to issue and sell to each Investor and each Investor hereby severally and not jointly agrees to purchase from the Company at the Closing (as hereinafter defined), the number of Series A Preferred Shares set forth opposite the

name of such Investor under the heading "Number of Series A Preferred Shares" on Schedule I attached hereto, at a purchase price of \$387.59 per share.

(b) The Company and the Investors identified on Schedule 1 on the date hereof acknowledge and agree that Schedule 1 may be amended from time to time to reflect the issuance and sale by the Company to Darrell W. Crate, Affiliated Managers Group, Inc. and/or Essex Investment Management Company LLC or their affiliates or designees (the "Additional Investors") an aggregate of up to 2,580 shares of the Series A Preferred Stock at a purchase price of \$387.59 per share. From and after the date that the Additional Investors shall execute and deliver to the Company a signature page to this Agreement, such investors shall be deemed to be Investors for all purposes under this Agreement.

### 1.3 Closing.

(a) The initial closing of the sale and purchase of the Series A Preferred Shares shall take place at the closing (the "Closing") at the offices of Holland & Knight LLP, 625 North Flagler Drive, Suite 700, Barnett Center, West Palm Beach, Florida 33401 at 10:00 a.m. (local time) on February 24, 2000 (the "Closing Date"), or at such other place, date and time as may be mutually agreed upon by the Company and the Investors. The total number of Series A Preferred Shares to be purchased by each of the Investors at the Closing shall be indicated on Schedule I. Upon the Investors' purchase of the Series A Preferred Shares at the Closing, the Company shall issue and deliver to each Investor a stock certificate or certificates in definitive form, registered in the name of such Investor, representing the number of Series A Preferred Shares purchased by such Investor at the Closing. As payment in full for the Series A Preferred Shares being purchased by it at the Closing, and against delivery of the stock certificate or certificates therefor as aforesaid on the Closing Date, each Investor shall deliver to the Company by check or wire transfer an amount equal to \$387.59 for each Series A Preferred Share being purchased by such Investor at the Closing.

(b) The closing of the sale and purchase of the Series A Preferred Shares to the Additional Investors shall take place at a closing at the offices of Holland & Knight LLP, 625 North Flagler Drive, Suite 700, Barnett Center, West Palm Beach, Florida 33401 at such date and time as may be mutually agreed upon by the Company and the Additional Investors. The total number of Series A Preferred Shares to be purchased by each of the Additional Investors shall be indicated on Schedule I as it may be amended from time to time. Upon the Additional Investors' purchase of the Series A Preferred Shares, the Company shall issue and deliver to each such Additional Investor a stock certificate or certificates in definitive form, registered in the name of such Investor, representing the number of Series A Preferred Shares purchased by such Investor at the Closing. As payment in full for the Series A Preferred Shares being purchased by it at the Closing, and against delivery of the stock certificate or certificates therefor as

or wire transfer an amount equal to \$387.59 for each Series A Preferred Share being purchased by such Investor at the Closing.

1.4 Transfer of the Shares. Subject to the terms and conditions of this Agreement and the Shareholders Agreement (as hereinafter defined) and compliance with applicable federal and state securities law, a registered holder of the Shares may, surrender certificates representing such shares at the principal office of the Company for transfer or exchange, and promptly after such surrender and without expense (other than transfer taxes, if any) to such registered holder, the Company shall issue in exchange therefor another certificate or certificates, in such denominations as requested by the registered holder, for the same aggregate number of shares of Shares. Each new certificate shall be registered in the name of such person or persons, or registered assigns, as the registered holder of such surrendered certificate or certificates may designate, provided that such transfer or assignment is permitted by the terms of this Agreement and is otherwise in compliance with the procedures for transfer set forth in the Certificate.

1.5 Replacement of Certificates. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of any certificate representing shares of Shares and, if requested by the Company in the case of such loss, theft or destruction, upon delivery of any indemnity bond or other agreement or security reasonably satisfactory to the Company or, in the case of such mutilation, upon surrender and cancellation of such certificate without the delivery of any indemnity bond or other agreement or security, the Company will issue and deliver, in lieu of such lost, stolen, destroyed or mutilated certificate, a new certificate of like tenor and amount.

## ARTICLE 2

### REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the Disclosure Schedule attached as Schedule II (the "Disclosure Schedule"), the Company hereby represents and warrants to the Investors as of the date hereof as follows:

#### 2.1 Organization, Qualification and Corporate Power.

(a) The Company is a duly organized and validly existing corporation and its status is active under the laws of the State of Delaware and has all requisite corporate power and corporate authority for the ownership and operations of its properties and for the carrying on of its business as now conducted and as now proposed to be conducted. The Company is duly qualified and is in good standing as a foreign corporation and authorized to do business in all jurisdictions wherein the character of the property owned or leased, or the nature of the activities conducted by it, makes such qualification or authorization necessary, except where the failure to so qualify or be so authorized would not have a material

adverse effect on the Company's assets, business, prospects, liabilities, properties, condition (financial or otherwise) or results of operations taken as a whole (a "Material Adverse Effect"). The Company has all requisite corporate power and corporate authority to execute and deliver this Agreement, the Investors' Rights Agreement (as hereinafter defined) and the Shareholders Agreement (as hereinafter defined) (the Investors' Rights Agreement and the Shareholders Agreement are collectively referred to as the "Collateral Agreements"), to perform all its obligations hereunder and thereunder, and to issue, sell and deliver the Series A Preferred Shares and to issue and deliver the shares of Class A Common Stock \$.01 par value (the "Class A Common Stock," and together with the Class B Common Stock, \$.01 par value, the "Common Stock") of the Company, issuable upon conversion of the Series A Preferred Shares (the "Conversion Shares").

(b) Except as set forth in Schedule 2.1 attached hereto, the Company has no subsidiaries and does not own of record or beneficially, directly or indirectly, (i) any shares of capital stock or securities convertible into capital stock of any other corporation, or (ii) any participating interest in any partnership, joint venture, limited liability company or other non-corporate business enterprise and does not control, directly or indirectly, any other entity. Each entity set forth on Schedule 2.1 is referred to herein as a "Subsidiary", and collectively as the "Subsidiaries".

## 2.2 Authorization of Agreements, etc.

(a) The execution and delivery by the Company of this Agreement and the Collateral Agreements, the performance by the Company of its obligations hereunder and thereunder, and the issuance, sale and delivery of the Series A Preferred Shares and the issuance and delivery of the Conversion Shares have been duly authorized by all requisite corporate action and will not (x) violate (i) any provision of any applicable law, or any order of any court or other agency of government applicable to the Company, (ii) the Charter of the Company, as amended, (iii) the Bylaws of the Company, or (iv) any provision of any mortgage, lease, indenture, agreement or other instrument to which the Company or any of its properties or assets is bound, or (y) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Company, except in the case of clauses (x)(iv) and (y), where such violation, conflict, breach, default or lien would not have a Material Adverse Effect.

(b) The Series A Preferred Shares and the Conversion Shares have been duly authorized and, when issued, sold and delivered in accordance with this Agreement for the consideration expressed herein, will be validly issued, fully paid and nonassessable with no personal liability attaching to the ownership thereof and will be free and clear of all liens, charges and encumbrances of any nature

whatsoever except for restrictions on transfer under applicable Federal and state securities laws. Neither the issuance, sale or delivery of the Series A Preferred Shares nor the issuance or delivery of the Conversion Shares is subject to any preemptive right of shareholders of the Company, or to any right of first refusal or other right in favor of any person.

2.3 Validity. This Agreement and each of the Collateral Agreements has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company, enforceable in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, and (iii) to the extent the indemnification provisions contained in this Agreement may be limited by applicable Federal or state securities laws.

2.4 Authorized Capital Stock. Upon the filing of the Certificate, the authorized capital stock of the Company shall consist of (i) 600,000 shares of Common Stock of which 200,000 shares have been designated Class A Common Stock and 400,000 shares have been designated Class B Common Stock and (ii) 100,000 shares of preferred stock, \$.01 par value (the "Preferred Stock"), of which 5,418 shares have been designated Series A Preferred Stock. Schedule 2.4 sets forth a capitalization table of the Company on a fully-diluted, post-Closing basis and a capitalization table of each Subsidiary on a fully-diluted, post-closing basis. Immediately prior to the Closing, 19,677 shares of Class A Common Stock will be issued and outstanding, 35,457 shares of Class B Common Stock will be issued and outstanding and no shares of Series A Preferred Stock will be issued and outstanding. All issued and outstanding shares of Common Stock of the Company and all issued and outstanding shares of the capital stock of each of the Subsidiaries are duly authorized and validly issued, and are fully paid and nonassessable. Following receipt of payment pursuant to Section 1.2 hereof, all Series A Preferred Shares issuable in connection with the transactions contemplated hereby will be duly authorized and validly issued, and will be fully paid and nonassessable. The shareholders of record and holders of subscriptions, warrants, options, convertible securities and other rights (contingent or other) to purchase or otherwise acquire from the Company (or, to the best of the Company's knowledge, from any other person or entity) any equity securities of the Company or any Subsidiary, and the number of shares of Common Stock and Preferred Stock or other shares of capital stock and the number of such subscriptions, warrants, options, convertible securities and other such rights held by each, are as set forth in the attached Schedule 2.4. The designations, powers, preferences, rights, qualifications, limitations and restrictions in respect of each class and series of authorized capital stock of the Company will be as set forth in the Charter and the Certificate, and all such designations, powers, preferences, rights, qualifications, limitations and restrictions are in accordance with all applicable laws and are legal, valid and

binding obligations of the Company, enforceable in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, and (iii) to the extent the indemnification provisions contained in this Agreement or the Collateral Agreements may be limited by applicable Federal or state securities laws. Except as set forth in the attached Schedule 2.4, (i) no person owns of record or is known to the Company to own beneficially any share of Common Stock or Preferred Stock or any share of capital stock of any Subsidiary, (ii) no subscription, warrant, option, convertible security or other right (contingent or other) to purchase or otherwise acquire from the Company (or, to the best of the Company's knowledge, from any other person or entity) or any Subsidiary any equity securities of the Company or any Subsidiary that are authorized or outstanding, and (iii) there are no additional commitments by the Company or any Subsidiary to issue shares, subscriptions, warrants, options, convertible securities or other such rights or to distribute to holders of any of its equity securities any evidence of indebtedness or assets. Except as provided forth in the Certificate or as set forth in the attached Schedule 2.4, neither the Company nor any Subsidiary has any obligation to purchase, redeem or otherwise acquire any of its equity securities or any interest therein or to pay any dividend or make any other distribution in respect thereof. Except as set forth on Schedule 2.4, to the best of the Company's knowledge there are no voting trusts or agreements, shareholders' agreements, pledge agreements, buy-sell agreements, rights of first refusal, preemptive rights (statutory or contractual) or proxies relating to any securities of the Company or any Subsidiary (whether or not the Company or any Subsidiary is a party thereto). Except as set forth in Schedule 2.4, there are no restrictions on the transfer of shares of capital stock of the Company, other than those imposed by relevant Federal and state securities laws. The issuance of the Series A Preferred Shares and the shares issuable upon conversion thereof will not result in any adjustment under the antidilution or exercise rights of any holders of any outstanding shares of capital stock, options, warrants or other rights to acquire any security of the Company or any Subsidiary. The offer and sale of all shares of capital stock and other securities of the Company and each of the Subsidiaries issued before the Closing hereunder complied with or were exempt from Federal and applicable state securities laws.

2.5 Financial Statements. The consolidated financial statements of the Company attached as Schedule 2.5 (together the "Financial Statements") present fairly the financial position of such Company and each of its Subsidiaries on a consolidated basis as at the dates thereof and its results of operations for the periods covered thereby and the financial statements have been prepared in accordance with generally accepted accounting principles ("GAAP") consistently applied. Except as set forth in the Financial Statements (as of the dates thereof) or Schedule 2.5, (i) neither the Company nor any of its Subsidiaries has any material liabilities, contingent or otherwise, other than (a) liabilities incurred in the ordinary



course of business subsequent to December 31, 1999, and (b) obligations under contracts and commitments incurred in the ordinary course of business and not required under generally accepted accounting principles to be reflected in the Financial Statements; (ii) there has been no material adverse change in the assets, business, liabilities, properties, prospects, condition (financial or otherwise) or results of operations of the Company or any of the Subsidiaries; (iii) to the Company's knowledge, neither the business, condition or operations of the Company or any of the Subsidiaries nor any of their properties or assets has been materially or adversely affected as a result of any legislative or regulatory change, any revocation or change in any franchise, license or right to do business, or any other event or occurrence, whether or not insured against; and (iv) neither the Company nor any of its Subsidiaries have entered into any material transaction outside of the ordinary course of business or made any distribution on its capital stock or other ownership interest.

2.6 Litigation, Compliance with Law. Except as set forth in Schedule 2.6, there is no (i) action, suit, claim, proceeding or investigation pending or, to the best of the Company's knowledge, threatened against or affecting the Company or any Subsidiary, at law or in equity, or before or by any Federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) arbitration proceeding relating to the Company or any Subsidiary pending under collective bargaining agreements or otherwise; or (iii) governmental inquiry pending or, to the best of the Company's knowledge, threatened against or affecting the Company or any Subsidiary (including, without limitation, any inquiry as to the qualification of the Company or any Subsidiary to hold or receive any license or permit), and, to the best of the Company's knowledge, there is no reasonable basis for any of the foregoing. To the Company's knowledge, neither the Company nor any of its Subsidiaries is in default with respect to any governmental order, writ, judgment, injunction or decree known to or served upon the Company or any Subsidiary of any court or of any Federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign. Except as set forth in Schedule 2.6(a), there is no action or suit by the Company or any Subsidiary pending or threatened against others. To the Company's knowledge, the Company and each Subsidiary has complied in all respects with all laws, rules, regulations and orders applicable to its business, operations, properties, assets, products and services, and the Company and each Subsidiary has all necessary permits, licenses and other authorizations required to conduct its business as conducted and as proposed to be conducted, except to the extent failure to comply or obtain any such permits, licenses or authorizations will not have a Material Adverse Effect. To the Company's knowledge, there is no existing law, rule, regulation or order, and the Company is not aware of any proposed law, rule, regulation or order, whether Federal or state, which would prohibit or materially restrict the Company or any Subsidiary from, or otherwise materially adversely affect the Company or any

Subsidiary in, conducting its business in any jurisdiction in which it is now conducting business or in which it proposes to conduct business.

2.7 Proprietary Information of Third Parties. Except as set forth in Schedule 2.7, to the best of the Company's knowledge, no third party has claimed or has reason to claim that any person employed by or affiliated with the Company or any Subsidiary has (a) violated or may be violating to any material extent any of the terms or conditions of his employment, non-competition or non-disclosure agreement with such third party, (b) disclosed or may be disclosing or utilized or may be utilizing any trade secret or proprietary information or documentation of such third party, or (c) interfered or may be interfering in the employment relationship between such third party and any of its present or former employees, or has requested information from the Company or any Subsidiary which suggests that such a claim might be contemplated. To the best of the Company's knowledge, no person employed by or affiliated with the Company or any Subsidiary has utilized or proposes to utilize any trade secret or any information or documentation proprietary to any former employer, and to the best of the Company's knowledge, no person employed by or affiliated with the Company or any Subsidiary has violated any confidential relationship which such person may have had with any third party, in connection with the development, manufacture or sale of any product or proposed product or the development or sale of any service or proposed service of the Company or any Subsidiary, and the Company has no reason to believe there will be any such employment or violation. To the best of the Company's knowledge, none of the execution or delivery of this Agreement, and the other related agreements and documents executed in connection with the Closing, or the carrying on of the business of the Company as officers, employees or agents by any officer, director or key employee of the Company or any Subsidiary, or the conduct or proposed conduct of the business of the Company and each Subsidiary, will materially conflict with or result in a material breach of the terms, conditions or provisions of or constitute a material default under any contract, covenant or instrument under which any such person is obligated.

2.8 Title to Assets. Except as set forth in Schedule 2.8, the Company and each Subsidiary has valid and marketable title to all of its assets now carried on its books including those reflected in the most recent balance sheet of the Company which forms a part of Schedule 2.5 attached hereto, or acquired since the date of such balance sheet (except personal property disposed of since said date in the ordinary course of business) free of any liens charges or encumbrances of any kind whatsoever, except such encumbrances and liens that arise in the ordinary course of business and do not materially impair the Company's ownership or use of such property or assets set forth on Schedule 2.5. Neither the Company nor any Subsidiary owns any real property. The Company and each Subsidiary is in compliance in all material respects under all leases for property and assets under which it is operating, and all said leases are valid and subsisting and are in full force and effect.

2.9 Insurance. The Company carries insurance covering its and its Subsidiaries' properties and business adequate and customary for the type and scope of such properties and business.

2.10 Taxes. Except as set forth in Schedule 2.10, the Company and each Subsidiary has accurately prepared and timely filed all Federal, state and other tax returns required by law to be filed by it, and all taxes (including all withholding taxes) shown to be due and all additional assessments have been paid or provisions made therefor. Except as set forth in Schedule 2.10, neither the Company nor any Subsidiary has elected pursuant to the Internal Revenue Code of 1986, as amended (the "Code"), to be treated as a Subchapter S corporation or a collapsible corporation pursuant to Section 1362(a) or Section 341(f) of the Code, nor has it made any other elections pursuant to the Code (other than elections that relate solely to methods of accounting, depreciation or amortization) that would have a Material Adverse Effect.

2.11 Other Agreements. Except as set forth in Schedule 2.11, neither the Company nor any Subsidiary is a party to or otherwise bound by any written or oral contract or instrument or other restriction.

The Company, each Subsidiary, and, to the best of the Company's knowledge, each other party thereto have in all material respects performed all the obligations required to be performed by them to date, have received no notice of default and are not in default (with due notice or lapse of time or both) under any lease, agreement or contract now in effect to which the Company or any Subsidiary is a party or by which it or its property may be bound. Neither the Company nor any Subsidiary has a present expectation or intention of not fully performing all its obligations under each such lease, contract or other agreement, and the Company has no knowledge of any breach or anticipated breach by the other party to any contract or commitment to which the Company or any Subsidiary is a party. The Company and each Subsidiary is in full compliance with all of the terms and provisions of its Charter and Bylaws, each as amended.

2.12 Intellectual Property Assets. Set forth in Schedule 2.12 is a list of all patents, patent rights, patent applications, trademarks, trademark applications, service marks, service mark applications, trade names and copyrights, and all applications for such which are in the process of being prepared, owned by or registered in the name of the Company or any Subsidiary, or of which the Company or any Subsidiary is a licensor or licensee or in which the Company or any Subsidiary has any right. The Company and its Subsidiaries own or possess adequate licenses or other rights to use all patents, patent applications, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, manufacturing processes, formulae, trade secrets and know how (collectively, "Intellectual Property") necessary or material to the conduct of the Company's business (including the business of the Subsidiaries) as conducted,

without any conflict with or infringement of the rights of others, and as proposed to be conducted, and no claim is pending or, to the best of the Company's knowledge, threatened to the effect that the operations of the Company infringe upon or conflict with the asserted rights of any other person under any Intellectual Property, and, to the best of the Company's knowledge, there is no basis for any such claim (whether or not pending or threatened). Without limiting the generality of the foregoing, in connection with the type of business presently conducted or contemplated by the Company, to the Company's knowledge, the Company has the exclusive right to use the "iviewit" name in the United States. Except as disclosed in Schedule 2.12, no claim is pending or, to the best of the Company's knowledge, threatened to the effect that any such Intellectual Property owned or licensed by the Company or any Subsidiary, or which the Company or any Subsidiary otherwise has the right to use, is invalid or unenforceable by the Company or such Subsidiary, and, to the best of the Company's knowledge, there is no basis for any such claim (whether or not pending or threatened). To the best of the Company's knowledge, all technical information developed by and belonging to the Company or any Subsidiary which has not been patented or for which a patent application has not been filed has been kept confidential. The Company has not granted or assigned to any other person or entity any right to manufacture, have manufactured or assemble the products or proposed products or to provide the services or proposed services of the Company. Except as set forth in Schedule 2.12, neither the Company nor any Subsidiary has any obligation to compensate any Person for the use of any Intellectual Property nor has the Company or any Subsidiary granted to any Person any license or other rights to use in any manner any Intellectual Property of the Company or any Subsidiary.

2.13 Investments in Other Persons. Except as set forth in Schedule 2.13, neither the Company nor any Subsidiary has made any loan or advance to any Person which is outstanding on the date of this Agreement, nor is the Company or any Subsidiary obligated or committed to make any such loan or advance, nor does the Company or any Subsidiary own any capital stock or assets comprising the business of, obligations of, or any interest in, any Person.

2.14 Assumptions, Guaranties, etc. of Indebtedness of Other Persons. Except as set forth in Schedule 2.14, neither the Company nor any Subsidiary has assumed, guaranteed, endorsed or otherwise become directly or contingently liable for any amount of indebtedness of any other person for (including, without limitation, liability by way of agreement, contingent or otherwise, to purchase, to provide funds for payment, to supply funds to or otherwise invest in the debtor, or otherwise to assure the creditor against loss), except for guaranties by endorsement of negotiable instruments for deposit or collection in the ordinary course of business.

2.15 Significant Customers and Suppliers. Since December 31, 1999, no customer or supplier which was significant to the Company or any Subsidiary has terminated, materially reduced or threatened to terminate or materially reduce its

purchases from or provision of products or services to the Company or any Subsidiary, as the case may be.

2.16 Governmental Approvals. Except as set forth in Schedule 2.16 hereto and as otherwise contemplated by this Agreement, to the Company's knowledge no authorization, consent, approval, license, filing or registration with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, is or will be necessary for the valid execution, delivery and performance by the Company of this Agreement, the issuance, sale and delivery of the Series A Preferred Shares or, upon commission of the Series A Preferred Shares, the issuance and delivery of the Conversion Shares, other than filings pursuant to Federal and state securities laws (all of which filings have been made or will be made by the Company) in connection with the sale of the Series A Preferred Shares.

2.17 Disclosure. The Company's representations and warranties in this Agreement and in the Schedules and Exhibits to this Agreement, do not contain any untrue statement of a material fact or omit a material fact necessary to make the statements contained herein or therein, taken as a whole, not misleading.

2.18 Offering of the Series A Preferred Shares. Neither the Company nor any person acting on its behalf has taken or will take any other action (including, without limitation, any offer, issuance or sale of any security of the Company or any Subsidiary under circumstances which might require the integration of such security with Series A Preferred Shares under the Securities Act of 1933, as amended (the "Securities Act"), or the rules and regulations of the Commission thereunder), in either case so as to subject the offering, issuance or sale of the Series A Preferred Shares to the registration provisions of the Securities Act.

2.19 No Brokers or Finders. Except as set forth on Schedule 2.19, no person has or will have, as a result of the transactions contemplated by this Agreement, any right, interest or valid claim against or upon the Company or any Subsidiary for any commission, fee or other compensation as a finder or broker arising out of the transactions contemplated by this Agreement.

2.20 Officers. Schedule 2.20 sets forth a list of the names of the officers of the Company, together with the title or job classification of each such person and the total base compensation anticipated to be paid to each such person by the Company and each Subsidiary during the current fiscal year, not including bonuses or benefits which the Company or any Subsidiary is not obligated to pay. None of such persons has an employment agreement or understanding, whether oral or written, with the Company or any Subsidiary which is not terminable on notice by the Company without cost or other liability to the Company or any Subsidiary.

2.21 Transactions with Affiliates. Except as is set forth in Schedule 2.21, there are no loans, leases, royalty agreements or other continuing transactions

between the Company and any director or executive officer or any Person owning five percent (5%) or more of any class of capital stock or other entity controlled by any such Person or a member of any such Person's family.

2.22 Employees. Each of the current officers, directors and employees of the Company and each Subsidiary has executed a Non-Disclosure and Inventions Agreement in accordance with Section 4.13, and such agreements are in full force and effect. No such officer or employee has advised the Company in writing that he intends to terminate employment with the Company. To the best of the Company's knowledge, the Company and each Subsidiary has complied in all material respects with all applicable laws relating to the employment of labor, including provisions relating to wages, hours, equal opportunity, collective bargaining and the payment of Social Security and other taxes, and with the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

2.23 ERISA. No employee benefit plan established or maintained, or to which contributions have been made, by the Company or any Subsidiary, which is subject to Part 3 of Subtitle B of Title I of ERISA had an accumulated funding deficiency (as such term is defined in Section 302 of ERISA) as of the last day of the most recent fiscal year of such plan ended prior to the date hereof, and no material liability to the Pension Benefit Guaranty Corporation has been incurred with respect to any such plan by the Company or any Subsidiary.

2.24 Labor Relations. No labor union or any representative thereof has made any attempt to organize or represent employees of the Company or any Subsidiary. Except as set forth in Schedule 2.24, there are no pending unfair labor practice charges, material grievance proceedings or adverse decisions of a Trial Examiner of the National Labor Relations Board against the Company or any Subsidiary.

2.25 Books and Records. The books of account, ledgers, order books, records and documents of the Company accurately reflect all material information relating to the business of the Company and each of its Subsidiaries that is appropriate to be reflected therein in all material respects.

2.26 Foreign Corrupt Practices Act. The Company and each of its Subsidiaries, to the best of the Company's knowledge and belief, is not engaged, nor has any officer, director, partner, employee or agent of the Company or any Subsidiary engaged, in any act or practice which would constitute a violation of the Foreign Corrupt Practices Act of 1977, or any rules or regulations promulgated thereunder.

## ARTICLE 3

### REPRESENTATIONS AND WARRANTIES OF THE INVESTORS

Each Investor severally represents and warrants to the Company that:

(a) it is an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act and, either (i) it was not organized for the specific purpose of acquiring the Series A Preferred Shares, or (ii) each person who has invested in Purchaser is an “accredited investor” within the meaning of Rule 501 of Regulation D under the Securities Act;

(b) it has sufficient knowledge and experience in evaluating and investing in companies similar to the Company in terms of the Company’s stage of development so as to be able to evaluate the risks and merits of its investment in the Company and it is able financially to bear the risks thereof;

(c) it is the present intention that the Series A Preferred Shares being purchased by such Investor are being acquired for such Investor’s own account for the purpose of investment and not with a present view to or for sale in connection with any distribution thereof;

(d) such Investor understands that (i) neither the Series A Preferred Shares nor the Conversion Shares have been registered under the Securities Act by reason of their issuance in a transaction exempt from the registration requirements of the Securities Act pursuant to Section 4(2) thereof or Rule 505 or 506 promulgated under the Securities Act, (ii) the Series A Preferred Shares and the Conversion Shares must be held indefinitely unless a subsequent disposition thereof is registered under the Securities Act or is exempt from such registration, (iii) the Series A Preferred Shares and the Conversion Shares will bear a legend to such effect, and (iv) the Company will make a notation on its transfer books to such effect;

(e) such Investor understands that no public market now exists for any of the securities issued by the Company and that the Company has made no assurances that a public market will ever exist for the Company’s securities;

(f) no person has or will have, as a result of the transactions contemplated by this Agreement, any right, interest or valid claim against or upon such Investor for any commission, fee or other compensation as a finder or broker because of any act or omission of such Investor or any agent for such Investor;

(g) such Investor has full corporate or other power and authority to enter into and to perform this Agreement and the Collateral Agreements in accordance with their terms;

(h) the execution of, and performance of the transactions contemplated by, this Agreement and the Collateral Agreements are not in conflict with or will not result in any material breach of any terms, conditions or provisions of, or constitute a material default under, its corporate charter, limited partnership agreement, or other organizational document, as applicable, or any indenture, lease, agreement, order, judgment or other instrument to which such Investor is a party; and

(i) such Investor has had access to books and records of the Company, has had an opportunity to discuss the Company's business, management and financial affairs with the Company's management, and has had an opportunity to review the Company's facilities and also to ask questions of officers of the Company.

#### ARTICLE 4

##### CONDITIONS TO THE OBLIGATIONS OF THE INVESTORS

The obligation of each Investor to purchase and pay for the Series A Preferred Shares being purchased by it on the Closing Date is, at its option, subject to the satisfaction, on or before each such closing date of the following conditions:

4.1 Opinion. The Investors shall have received from counsel for the Company an opinion dated the Closing Date in form reasonably acceptable to the Investors.

4.2 Certificate. The Company shall have filed the Certificate with the Secretary of State of the State of Delaware.

4.3 Representations and Warranties to be True and Correct. The representations and warranties contained in Article 2 shall be true, complete and correct in all material respects on and as of such closing date with the same effect as though such representations and warranties had been made on and as of such date, except for changes contemplated or permitted by this Agreement, and the President and Secretary of the Company shall have certified to such effect to Purchaser in writing on behalf of the Company.

4.4 Performance. The Company shall have performed and complied in all material respects with all agreements contained herein required to be performed or complied with by it prior to or at such closing date, as appropriate, and the President and Secretary of the Company shall have certified to the Investors in writing to such effect on behalf of the Company.

4.5 All Proceedings to be Satisfactory. All corporate and other proceedings to be taken by the Company in connection with the transactions contemplated



hereby and all documents incident thereto shall be satisfactory in form and substance to the Investors and their counsel, and the Investors and their counsel shall have received all such counterpart originals or certified or other copies of such documents as they reasonably may request.

4.6 Supporting Documents. The Investors and their counsel shall have received copies of the following documents:

(i) (a) the charter of the Company and each Subsidiary, as amended, certified as of a recent date by the Secretary of State of the State of Delaware, and (b) a certificate of said Secretary dated as of a recent date as to the existence of the Company and each Subsidiary;

(ii) a certificate of the Secretary or an Assistant Secretary of the Company dated such closing date and certifying: (a) that attached thereto is a true and complete copy of the Bylaws of the Company as in effect on the date of such certification; (b) that attached thereto is a true and complete copy of all resolutions adopted by the Board of Directors or the shareholders of the Company authorizing the execution, delivery and performance of this Agreement and the Collateral Agreements, and the designation, issuance, sale and delivery of the Series A Preferred Shares and the Conversion Shares, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated by this Agreement; (c) that the charters have not been amended since the date of the last amendment referred to in the certificate delivered pursuant to clause (i)(a) above; and (d) to the incumbency and specimen signature of each officer of the Company executing on behalf of the Company this Agreement, the stock certificates representing the Series A Preferred Shares and any certificate or instrument furnished pursuant hereto, and a certification by another officer of the Company as to the incumbency and signature of the officer signing the certificate referred to in this clause (ii); and

(iii) such additional supporting documents and other information with respect to the operations and affairs of the Company as the Investors or their counsel reasonably may request.

4.7 Investors' Rights Agreement. The Company and each of the other parties thereto (other than the Investors) shall have executed and delivered the Investors' Rights Agreement, in the form attached hereto as Exhibit B (the "Investors' Rights Agreement").

4.8 Shareholders Agreement. The Company and each of the other parties thereto (other than the Investors) shall have executed and delivered a Stockholders Agreement in the form attached hereto as Exhibit C (the "Stockholders Agreement").

4.9 Certificate of Designations. The Certificate shall read in its entirety as set forth in Exhibit A.

4.10 Preemptive Rights. All shareholders of the Company or other persons having any preemptive, first refusal or other rights with respect to the issuance of the Series A Preferred Shares shall have irrevocably waived the same in writing.

4.11 Board of Directors. The Company's Board of Directors shall include \_\_\_\_\_ as the Investor Directors (as defined hereinafter).

4.12 Director Indemnification Agreement. The Company shall have entered into an Indemnification Agreement in the form attached hereto as Exhibit D with each of the Investor Directors.

4.13 Non-Disclosure and Inventions Agreement. The directors, officers and employees of the Company and each Subsidiary, other than such employees working solely in a clerical capacity, shall have executed and delivered to the Company or such Subsidiary a non-disclosure and intellectual property assignment agreement substantially in the form attached hereto as Exhibit E (the "Non-disclosure and Inventions Agreement"). Such employees working solely in a clerical capacity shall have executed and delivered to the Company or such Subsidiary a non-disclosure agreement.

4.14 Non-Competition Agreements. Each of Eliot I. Bernstein, Simon L. Bernstein and Brian G. Utley shall have entered into a non-competition agreement with the Company substantially in the form attached hereto as Exhibit F (the "Non-Competition Agreement").

## ARTICLE 5

### CONDITIONS TO THE OBLIGATIONS OF THE COMPANY

The obligation of the Company to sell the Series A Preferred Shares being sold by it on the Closing Date is, at its option, subject to the satisfaction, on or before the Closing Date of the following conditions:

5.1 Representations and Warranties to be True and Correct. The representations and warranties contained in Article III shall be true, complete and correct in all material respects on and as of such closing date with the same effect as though such representations and warranties had been made on and as of such date.

5.2 Payment of Purchase Price. The Investors shall have delivered to the Company the full purchase price for all of the Series A Preferred Shares to be purchased by their in accordance with the provisions of Section 1.2 hereof.

5.3 Litigation. No action or proceeding before any court or any other governmental agency shall have been instituted or threatened to restrain or prohibit the sale of the Series A Preferred Shares to the Investors.

## ARTICLE 6

### COVENANTS OF THE COMPANY

The Company covenants and agrees with each of the Investors that so long as such Investor owns any of the Series A Preferred Shares (or the Conversion Shares) and until the closing of an underwritten initial public offering of shares of the Common Stock (i) in which the net proceeds to the Company are not less than \$15 million (calculated after deducting underwriting discounts and commissions and after the calculation of expenses) and (ii) in which the Company has a pre-offering valuation of at least \$50 million (a "Qualified IPO"), it will perform and observe the following covenants and provisions and will cause each Subsidiary to perform and observe each of the following covenants and provisions as are applicable to each Subsidiary:

6.1 Reservation of Conversion Shares. The Company shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, for the purpose of effecting the conversion of the Conversion Shares, such number of its duly authorized shares of Class A Common Stock as shall be sufficient to effect to the conversion of the Series A Preferred Shares from time to time and issue the Conversion Shares.

6.2 Expenses of Investor Directors. The Company shall promptly reimburse in full, upon submission of receipts or other documentation acceptable to the Company, the Investor Directors for all of its reasonable out-of-pocket expenses incurred in attending each meeting of the Board of Directors of the Company or any committee thereof.

6.3 Indemnification Agreements. The Company shall enter into an Indemnification Agreement with the Investor Directors.

6.4 Use of Proceeds. The Company shall use the proceeds from the sale of the Series A Preferred Shares at the Closing for computer hardware, web site development, working capital and other general corporate purposes. The Company shall not use the first \$1,000,000 of gross proceeds for the payment, directly or indirectly, of accrued compensation. The Investors understand and agree that accrued compensation may be paid to officers of the Company out of the proceeds of certain convertible or other notes payable by the Company.

6.5 Change in Nature of Business. The Company shall not make any material change in the nature of its business without the approval of its Board of Directors.

6.6 Transactions with Affiliates. The Company shall not increase the compensation or rate of compensation of any of Eliot I. Bernstein or Simon L. Bernstein (the "Founders") or enter into any transaction with any Founder or any member of the family of any Founder, or any corporation, partnership, trust or other entity in which any such Founder, or member of the family of any such Founder, is a director, officer, trustee, partner or holder of more than 5% of the outstanding equity interest thereof, except as is approved by a majority of Board of Directors not including the Founders.

6.7 Employee Non-Disclosure and Invention Agreements. The Company shall obtain a Non-Disclosure and Inventions Agreement from all current and future officers, directors and employees, other than such employees working solely in a clerical capacity, of the Company and each Subsidiary. The Company shall obtain a non-disclosure agreement from all future employees of the Company and each Subsidiary working solely in a clerical capacity.

6.8 Required Insurance Coverage. The Company and each Subsidiary shall maintain insurance coverage as to its properties and business, insurance against such casualties and contingencies and of such types and in such amounts as is customary for companies similarly situated, of similar size, scope and financial condition, which insurance shall be deemed by the Company to be sufficient (including directors and officers liability insurance).

6.9 Corporate Existence. The Company shall maintain its corporate existence, rights and franchises in full force and effect. The Company shall preserve and maintain, and cause each Subsidiary to preserve and maintain, to the extent of their respective rights therein, all licenses and other rights to use patents, permits, trade secrets, processes, licenses, trademarks, trade names, inventions, intellectual property rights, copyrights or franchises owned or possessed by it and necessary to the conduct of its business.

6.10 Compliance with Laws. The Company shall, and shall cause each Subsidiary to, comply with all applicable laws, rules, regulations and orders, noncompliance with which could reasonably be expected to materially adversely affect its business or condition, financial or otherwise.

6.11 Keeping of Records and Books of Account. The Company shall, and shall cause each Subsidiary to, keep adequate records and books of account, in which entries will be made in accordance with generally accepted accounting principles consistently applied, reflecting all material financial transactions of the Company and its Subsidiaries, and in which, for each fiscal year, all proper reserves for depreciation, depletion, obsolescence, amortization, taxes, bad debts and other purposes in connection with its business shall be made.

6.12 Liquidation, Recapitalization, Etc. The Company shall not, and shall not permit any of its Subsidiaries to, liquidate, dissolve or effect a recapitalization or reorganization in any form of transaction without the prior written consent of the Board of Directors; provided, however, that such prohibition shall not prevent the Company from transferring assets to majority-owned or wholly-owned subsidiaries of the Company in the ordinary course of business.

6.13 Budgets and Board Approval. Prior to the commencement of each fiscal year, the Company shall prepare and submit to, and obtain the approval of a majority of, the Board of Directors of a budget for the upcoming fiscal year, including projections of capital and operating expenses, cash flow, and profits and losses, all itemized in reasonable detail for the Company and its Subsidiaries on a consolidated basis.

6.14 Additional Limitations. The Company shall be prohibited from creating any security or contract right that, and pursuant to its terms, would restrict the Company's ability to redeem the Series A Preferred Stock without the prior written consent of the holders of at least 66.66% of the Series A Preferred Stock.

6.15 Limitation on Issuance of Equity Securities by the Company and the Subsidiaries. Except in accordance with the terms of the Certificate for the Series A Preferred Stock, the Company shall not issue any shares of any class or series of its equity securities which, in each case, as to the payment of dividends, distributions of assets or redemptions, including, without limitation, distributions to be made upon a liquidation, is senior to the Series A Preferred Stock. The foregoing sentence shall not restrict the Company from issuing any debt instrument or debt securities convertible into equity securities of the Company as long as the class of equity securities into which such debt instrument or debt securities are convertible are not restricted from being issued under the foregoing sentence or under the terms of the Certificate for the Series A Preferred Stock. No Subsidiary of the Company shall issue any shares of any class or series of its equity securities without the prior written consent of holders of at least 66.66% of the Series A Preferred Stock; provided however, that no such consent shall be required for the Subsidiaries to issue securities: (i) to the Company or any subsidiary of the Company, (ii) to any third party in connection with the formation of any joint venture, partnership or similar business venture with such third party, where such third party is or will be actively involved in the management of such venture or subsidiary or has contributed or will contribute assets to such venture or subsidiary which are useful to the business of such venture or subsidiary, (iii) which would be analogous to "Excluded Stock" (as defined in the Investors' Rights Agreement), other than pursuant to clause (vii) of such definition, if they had been issued by the Company, or (iv) with regard to any operating subsidiary, to raise capital for use by such operating subsidiary, provided that, in respect of issuances pursuant to this clause (iv), the holders of the Series A Preferred Stock have first been accorded preemptive

or participation rights with respect to such securities substantially similar to those set forth in Section 3 of the Investors' Rights Agreement.

6.16 Intentionally Omitted.

6.17 Limitations on Company Actions. The Company shall not, and shall not permit any Subsidiary to, (i) merge with or into or consolidate with any other corporation, except that wholly-owned subsidiaries of the Company may merge into the Company or into other majority-owned or wholly-owned subsidiaries of the Company, (ii) sell, lease or otherwise dispose of all or substantially all of its properties or assets, or (iii) make any loan or advance to, any person, including, without limitation, any employee, director or stockholder of the Company or any Subsidiary, except advances in the ordinary course of business to a majority-owned or wholly-owned Subsidiary of the Company or under the terms of an employee stock or options plan approved by the Board of Directors of the Company, unless otherwise approved by the Board of Directors of the Company.

6.18 Activities of iviewit LLC. The Company shall not permit iviewit LLC, a Delaware limited liability company ("iviewit LLC"), to own any assets or conduct any business activities without the prior written consent of holders of at least 66.66% of the Series A Preferred Stock.

## ARTICLE 7

### MISCELLANEOUS

7.1 Expenses. Each party hereto will pay its own expenses in connection with the transactions contemplated hereby, whether or not such transactions shall be consummated, provided, however, that the Company shall pay on demand the fees and disbursements of Holland & Knight LLP, special legal counsel to the Investors, which amount shall not be in excess of \$25,000.

7.2 Survival of Agreements. All representations and warranties made herein or in any agreement, certificate or instrument delivered to Purchaser pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, and the issuance, sale and delivery of the Series A Preferred Shares and shall terminate on the one (1) year anniversary of the date of this Agreement.

7.3 Brokerage. Each party hereto will indemnify and hold harmless the others against and in respect of any claim for brokerage or other commissions relative to this Agreement or to the transactions contemplated hereby, based in any way on agreements, arrangements or understandings made or claimed to have been made by such party with any third party.

7.4 Parties in Interest. All representations, covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not. Without limiting the generality of the foregoing, all representations, covenants and agreements benefiting the Investors, unless otherwise herein or therein provided, shall inure to the benefit of any and all subsequent holders from time to time of Series A Preferred Shares and the Conversion Shares and all such holders shall be bound by all of the obligations of the Investors hereunder.

7.5 Notices. All notices, requests, consents, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, on the date of transmittal of services via telecopy to the party to whom notice is to be given (with a confirming copy delivered within 24 hours thereafter), or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or overnight mail via a nationally recognized courier providing a receipt for delivery and properly addressed as set forth on Schedule I hereto. Any party may change its address for purposes of this paragraph by giving notice of the new address to each of the other parties in the manner set forth above.

7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida for all purposes and in all respects, without regard to the conflict of law provisions of such state.

7.7 Entire Agreement. This Agreement, including the Exhibits, Schedules and related agreements attached as exhibits hereto, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof. All Exhibits and Schedules hereto are hereby incorporated herein by reference.

7.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.9 Amendments and Waivers. This Agreement may be amended or modified, and provisions hereof may be waived, only with the written consent of the Company and holders of at least 66.66% of the outstanding shares of the Series A Preferred Stock.

7.10 Severability. If any provision of this Agreement shall be declared void or unenforceable by any judicial or administrative authority, the validity of any other provision and of the entire Agreement shall not be affected thereby.

7.11 Titles and Subtitles. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting any term or provision of this Agreement.

7.12 Definition of "Person." As used in this Agreement, the term "Person" shall mean an individual, corporation, trust, partnership, limited liability company or partnership, joint venture, unincorporated organization, governmental authority or any agency or political subdivision thereof, or other entity.



NOW THEREFORE, the Company and the Investors have executed this Securities Purchase Agreement as of the date first above written.

**IVIEWIT HOLDINGS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**INVESTORS:**

**ALPINE VENTURE CAPITAL PARTNERS LP**

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**

**Certificate of Designations**

**EXHIBIT B**

**Investors' Rights Agreement**

**EXHIBIT C**

**Shareholders Agreement**

**EXHIBIT D**

**Indemnification Agreement**

**EXHIBIT E**

**Non-disclosure and Inventions Agreement**

**EXHIBIT F**

**Non-Competition Agreement**

MIA1 #898047 v7

**iviewit Holdings, Inc**

**FINANCIAL STATEMENTS AS OF DECEMBER 31, 1999**

**TOGETHER WITH**

**REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS**



**REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS**

To the Shareholders of  
iviewit Holdings, Inc.:

We have audited the accompanying balance sheet of iviewit Holdings, Inc. (a Delaware corporation) as of December 31, 1999, and the related statements of operations and accumulated deficit, stockholders' equity and cash flows for the period then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of iviewit Holdings, Inc. as of December 31, 1999, and the results of its operations and its cash flows for the period then ended in conformity with generally accepted accounting principles.

Miami, Florida,  
March \_\_\_\_, 2000.

**Iviewit Holdings, Inc.**

**BALANCE SHEET**

**AS OF DECEMBER 31, 1999**

**ASSETS**

CURRENT ASSETS:

Cash and cash equivalents	\$ 120,563
Accounts receivable	139
Due from shareholders and related parties	1,250
Goodwill	12,325

Total current assets 134,277

PROPERTY AND EQUIPMENT, net 76,919

DEPOSITS 1,049

INTANGIBLES, net 37,761

Total assets \$ 250,006

**LIABILITIES AND STOCKHOLDERS' EQUITY**

CURRENT LIABILITIES:

Accounts payable and accrued liabilities	\$ 340,969
Accrued Liabilities	98,480
Notes Payable	187,500
Interest Payable	5,189
Loan Payable	400
Current portion of capital lease obligations	<u>1,765</u>
Total current liabilities	<u>634,303</u>

CAPITAL LEASE OBLIGATIONS, net of current portion 4,261

COMMITMENTS AND CONTINGENCIES (Note 6)

STOCKHOLDERS' EQUITY:

Common stock, \$0.01 par value, 200,000 Class A shares authorized, 16,670 issued and outstanding; 400,000 Class B shares authorized, 35,457 shares issued and outstanding	521
Additional paid-in capital	25,792
Accumulated deficit	(795,137)
Minority Interest	<u>380,266</u>
Total stockholders' equity	<u>(388,558)</u>

Total liabilities and stockholders' equity \$ 250,006

The accompanying notes to financial statements are an integral part of this balance sheet.

**iviewit Holdings, Inc.**

**STATEMENT OF OPERATIONS**

**FOR THE PERIOD ENDED DECEMBER 31, 1999**

REVENUE	\$	0
COST OF REVENUE		<u>131,627</u>
Gross profit		<u>(131,627)</u>
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES:		
Salaries and employee benefits		199,558
Sales and marketing		
Professional fees		400,613
Travel and entertainment		21,276
Other general and administrative expenses		163,698
Depreciation and amortization		<u>4,039</u>
Total selling, general and administrative expenses		<u>789,184</u>
Operating loss		(920,811)
INTEREST INCOME		<u>3,440</u>
Net loss	\$	<u>917,371</u>

The accompanying notes to financial statements are an integral part of this statement.

iviewit Holdings, Inc

**STATEMENT OF SHAREHOLDERS' EQUITY**  
**FOR THE SIX MONTHS ENDED JUNE 30, 1999**

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Minority Interest	Total
	Shares	Par Value \$.01				
BALANCE, June 29, 1999		\$ 5,041	\$ 20,165		\$	\$ 25,206
10 for 1 stock split		(4,537)	4,537			1,107
Issuance of new shares		17	1,090			(795,137)
Net loss				(795,137)		502,500
Minority Interest in subsidiary					502,500	(122,234)
Minority Interest in net deficit of subsidiary					(122,234)	(122,234)
BALANCE, June 30, 1999		\$ 521	\$ 25,792	\$ (795,137)	\$ 380,266	\$ 388,558

The accompanying notes to financial statements are an integral part of this statement.

**iviewit Holdings Inc.**

**STATEMENT OF CASH FLOWS**

**FOR THE PERIOD ENDED DECEMBER 31, 1999**

<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>	
Loss from operations	\$ (917,371)
Adjustments to reconcile net loss to net cash	
Provided by operating activities-	
Depreciation and amortization	4,039
Common stock issued to nonemployees	
Changes in operating assets and liabilities:	
Accounts receivable	(139)
Stock Subscription Receivable	(1,250)
Deposits	(1,049)
Goodwill	(12,325)
Accounts payable and accrued liabilities	444,638
Net cash used in operating activities	<u>483,457</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>	
Payment for acquisition, net of cash acquired	
Capital expenditures	74,432
Leased Equipment – principal paid	500
Purchases of intangibles	<u>37,761</u>
Net cash used in investing activities	<u>112,693</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>	
Proceeds from sale of stock – iviewit Holdings, Inc.	26,313
Proceeds from sale of stock – iviewit Technologies, Inc. Minority Interest	2,500
Net advances from shareholders and related parties	<u>687,900</u>
Net cash provided by financing activities	<u>716,713</u>
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	
<b>CASH AND CASH EQUIVALENTS, beginning of year</b>	<u>0</u>
<b>CASH AND CASH EQUIVALENTS, end of year</b>	<u>\$ 120,563</u>
<b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:</b>	
The Company acquired assets and intangibles as follows-	
Assets	\$
Intangibles	
Amounts paid through issuance of common stock	<u>                    </u>
Net cash paid	<u>\$</u>

The accompanying notes to financial statements are an integral part of this statement.

**iviewit Holdings, Inc.**

**NOTES TO THE FINANCIAL STATEMENTS**

**DECEMBER 31, 1999**

**1. ORGANIZATION AND NATURE OF BUSINESS AND  
SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

iviewit Holdings, Inc. (the "Company") is a national provider of full-screen, full-motion video and full screen high definition pictures and virtual environments. The Company was incorporated in the State of Delaware on June 29, 1999 and began marketing its services in September 1999. The Company's goal is to establish a branded leadership position for enhancing images viewed over the internet through licensing and producing its video streaming and imaging technologies.

**a. Estimates and Assumptions**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the period. Actual results could differ from those estimates.

**b. Cash and Cash Equivalents**

The Company considers all short-term, highly liquid investments with an original maturity date of three months or less to be cash equivalents.

**c. Property and Equipment**

Property and equipment are stated at cost. Depreciation and amortization are provided for using the MACRS method over the estimated useful lives of the assets, commencing when assets are installed or placed in service.

**d. Long-Lived Assets**

The Company periodically reviews the values assigned to long-lived assets, such as property and equipment and acquired customer bases, to determine whether any impairments are other than temporary. Management believes that the long-lived assets in the accompanying balance sheet are appropriately valued.

**e. Income Taxes**

The Company accounts for income taxes in accordance with Statement of Financial Accounting Standards No. 109 ("SFAS No. 109"), "Accounting for Income Taxes" which requires that a deferred tax liability or asset be recognized for the estimated future tax effects attributable to temporary differences between the Company's financial statements and its tax return. SFAS No. 109 provides for recognition of a deferred tax asset for all future deductible temporary differences that, more likely than not, will provide the Company a future benefit.

f. Fair Value of Financial Instruments

The carrying amounts for cash and cash equivalents, accounts receivable and accounts payable approximate fair value due to the short-term nature of these instruments.

g. Revenue Recognition

The Company recognizes revenue when services are provided. Services are generally billed one month in advance. Advance billings, including prepaid services and collections relating to future access services, are recorded as deferred revenue and recognized in the statement of operations as revenue when services are provided.

h. Advertising Costs

The Company expenses all advertising costs as incurred.

i. Recent Accounting Pronouncements

During April 1998, the American Institute of Certified Public Accountants issued Statement of Opinion 98-5 "Reporting on the Costs of Start-Up Activities" ("SOP 98-5"). This statement requires that costs of start-up activities, including organization costs, be expensed as incurred. The impact of adopting this statement did not have a material impact upon the Company's 1999 results of operations or financial position.

2. PROPERTY AND EQUIPMENT

Property and equipment is comprised of the following:

	Useful Lives	Amount
Computer and equipment	5	\$ 80,340
Furniture and fixtures	7	618
Less- accumulated depreciation		<u>(4,039)</u>
		<u>\$ 76,919</u>

#### 4. RELATED-PARTY TRANSACTIONS

The Company has outstanding promissory notes in the amount of \$187,500 due to the following shareholders as of December 31, 1999:

<u>Name</u>	<u>Amount</u>
Armstrong, James	\$ 15,000
Bernstein, Simon	30,000
Dietz, Donna	15,000
Dietz, Andrew	15,000
Friedstein, Lisa	15,000
Iantoni, Guy	15,000
Iantoni, Jill	15,000
Kane, Donald	22,500
Lewin, Barbara	15,000
Lewin, Gerald	15,000
Osterling, James	15,000
	<u>187,500</u>

#### 5. STOCKHOLDERS' EQUITY

The total number of shares of stock which the Corporation shall have authority to issue is 700,000 shares, of which 200,000 shares shall be Class A Voting Common Stock having a par value of \$.01 per share (the "Class A Common Stock"), 400,00 shares shall be Class B Non-Voting Common Stock having a par value of \$.01 per share (the "Class B Common Stock") and 100,000 shares shall be Preferred Stock having a par value of \$.01 per share (the "Preferred Stock").

#### 6. COMMITMENTS AND CONTINGENCIES

##### a. Leases

The Company has operating leases which relate to the lease of office space and equipment. Rental expense attributable to these operating leases was approximately \$46,550 for the period ended December 31, 1999.

At December 31, 1999, the Company's minimum lease commitments under non-cancelable operating leases were as follows:

<u>December 31,</u>	
2000	\$ 177,500
2001	<u>151,217</u>
	<u>\$ 328,717</u>



b. Legal Proceedings

The Company is subject to legal proceedings and claims that arise in the ordinary course of business. As of December 31, 1999, management is not aware of any asserted or pending litigation or claims against the Company that would have a material adverse effect on the Company's financial position, results of operations or liquidity.

7. INCOME TAXES

As of December 31, 1999, the Company had a deferred tax asset of approximately \$345,115, as a result of a net operating loss carryforward. The Company has established a valuation allowance for the full amount of this deferred tax asset. The Company's net operating loss carryforward will expire in 2019.

8. SUBSEQUENT EVENTS

- a. On January 10, 2000, iviewit Holdings, Inc. issued a Convertible Promissory Note with Joan Stark for \$87,500. This amount represented the value of office furniture provided to iviewit Holdings, Inc. by Joan Stark. At any time prior to payment in full of the principal balance of the Note, Joan Stark has the right to convert the outstanding principal under this Note, into fully paid and nonassessable shares of Common Stock, based upon the Conversion Rate. If conversion were to occur as of today's date, Joan Stark would receive approximately 522 shares of Class B Stock.
- b. The Company has offered the holders of 7% promissory notes in the aggregate principal amount of \$208,000 (the "7% Notes") the opportunity to exchange the 7% Notes (including the accrued interest thereon) for 12% promissory notes convertible into shares of Class A Common Stock at the rate of \$387.69 per share (subject to certain adjustments). If all holders of the 7% Notes accept the exchange offer approximately 557 shares of Class A Common Stock could be issued. As of February 24, 2000, the Company had received subscriptions to exchange an aggregate amount of \$62,348 of the 7% Notes for 12% Convertible Notes, convertible into approximately 161 shares of Class A Common Stock.
- c. The Company has offered to certain qualified purchasers the opportunity to purchase up to an additional \$85,000 in principal amount of 12% Convertible Notes, representing up to approximately an additional 220 shares of Class A Common Stock issuable upon conversion thereof. As of February 24, 2000, the Company had received subscriptions to acquire an aggregate amount of \$80,000 of the 12% Convertible Notes, convertible into approximately 207 shares of Class A Common Stock.
- d. On January 10, 2000, iviewit Holdings agreed to exchange for each share of the issued and outstanding shares of Class A Common Stock of iviewit Technologies owned by INVESTECH Holdings, LLC, one (1) share of its Class A Common Stock, \$.01 par value.
- e. On February 24, 2000 iviewit Holdings, Inc. entered into a Securities Purchase Agreement with Alpine Venture Capital Partners LP. The Company issued 2,580 shares of the authorized but unissued Series A Convertible Preferred Stock, \$.01 par value, of the Company (the "Series A Preferred Stock"), at a purchase price of \$387.59 per share.

**iviewit Holdings, Inc.  
2255 Glades Road  
Suite 337 West  
Boca Raton, FL 33431**

January 10, 2000

Joan Stark  
7161 Lions Head Lane  
Boca Raton, Florida 33496

*furniture*

Re: Sale of Convertible Promissory Note of iviewit Holdings, Inc.

Dear Mrs. Stark:

In connection with the purchase by iviewit Holdings, Inc. ("Holdings") of certain items of furniture from you pursuant to that certain Purchase Agreement dated as of January 10, 2000 (the "Purchase Agreement"), this Letter Agreement will confirm the terms upon which Holdings has agreed to issue to you the convertible promissory note referred to therein in the form attached hereto as Exhibit "A" (the "Note") in the principal amount of Eighty-Seven Thousand Five Hundred Dollars (\$87,500.00) at a purchase price equal to 100% of the principal amount of the Note (the "Purchase Price"). The Note is convertible, at the holder's option, into fully paid and non-assessable shares of Holdings' Class B Common Stock, par value \$.01 per share (the "Class B Common Stock" or "Common Stock"), all as more particularly described in the Note. The Class B Common Stock has the same rights as the Class A Common Stock except that the Class B Common Stock has no voting rights. As more fully described in Holdings' Certificate of Incorporation, the Class B Common Stock will automatically convert into Class A Common Stock on a share for share basis on the date upon which any registration statement relating to an initial public offering of Holdings' equity securities is declared effective by the Securities and Exchange Commission. You agree with Holdings as follows:

1. Your Representations and Warranties. You represent and warrant to Holdings, its officers and directors, the following:

- (a) You have read carefully and understand this Letter Agreement and have consulted your own attorney or accountant with respect to the investment contemplated hereby and its suitability for you.
- (b) Holdings has made available to you, or your designated representatives, during the course of this transaction and prior to the purchase of any of the

securities referred to herein, the opportunity to ask questions of and receive answers from the officers and directors of Holdings concerning the terms and conditions of the offering or otherwise relating to the financial data and business of Holdings, to the extent that Holdings or its officers and directors possess such information or can acquire it without unreasonable effort or expense. Holdings has also made available to you for inspection, documents, records, books and other written information about Holdings, its business and this investment.

- (c) You understand and represent that: (i) you must bear the economic risk of this investment for an indefinite period of time because neither the Note nor the Common Stock issuable upon conversion of the Note (collectively, the "Securities") have been registered under the Securities Act of 1933, as amended (the "1933 Act"), or under any state securities laws and, therefore, cannot be resold unless they are subsequently registered under the 1933 Act and the pertinent state securities laws or unless an exemption from such registration is available; (ii) you are purchasing the Securities for investment for your own account, not for the account of any other person, and not with any present view toward resale or other "distribution" thereof within the meaning of the 1933 Act; and (iii) you agree not to resell or otherwise dispose of the Securities, except as permitted by law, including, without limitation, any and all applicable provisions of this Letter Agreement and any regulations under the 1933 Act.
- (d) You have such knowledge and experience in financial and business matters that you are capable of evaluating the merits and risks of an investment in the Securities. You represent, warrant and covenant that you are an "Accredited Investor" within the meaning of Rule 501 of the 1933 Act. In particular, you qualify as such pursuant to Subsections (a)(5) and (6) of Rule 501, which provides that an Accredited Investor shall include:
  - "(5) any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds \$1,000,000; and
  - (6) any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year."
- (e) You are aware that an investment in the Securities is highly speculative and subject to substantial risks. You are capable of bearing the high degree of economic risk and burdens of this investment, including the possibility of a complete loss of your investment and the lack of a public market and limited

transferability of the Securities, which may make the liquidation of this investment impossible for an indefinite period of time. Your financial condition is such that you are under no present or contemplated future need to dispose of the Securities to satisfy any existing or contemplated undertaking, need or indebtedness.

- (f) All of the information that you have set forth or represented in this Letter Agreement, with respect to your financial position and business and investment experience is correct and complete as of the date of this Letter Agreement and, if there should be any material change in such information prior to the purchase of the Note, you will immediately furnish the revised or corrected information to Holdings.
- (g) You agree that you shall be bound by all of the terms, conditions, duties and obligations of this Letter Agreement insofar as such matters affect Holdings and/or you.

2. Rescission Right for Florida Residents. If you are a Florida resident, then you have the right, pursuant to Section 517.061(11)(a)(5) of the Florida Statutes, at any time within three (3) days of your tender of the Purchase Price or the execution of this Letter Agreement, whichever is later, to notify Holdings of your intent to cancel this Letter Agreement. In such event, this Letter Agreement shall be canceled and of no further force or effect, and Holdings shall promptly cause to be refunded to you the Purchase Price paid by you for the Securities, without interest or deduction.

3. Precautions Against Resales. Each certificate representing the Securities shall bear a legend in substantially the following form:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAWS, AND MAY NOT BE TRANSFERRED, ASSIGNED, HYPOTHECATED OR PLEDGED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

4. Non-Disclosure of Confidential Information. You acknowledge that Holdings' proprietary information, trade secrets, computer programs and listings, object code, source code and/or subject code, copyright, trademark, patents, know-how, show-how, formulae, protocols, specifications, forms, inventions, procedures, training methods, private or secret processes, business records and plans, customers and clients, proposed customers and clients, customer and client lists, methods of business, sales practices and strategies, financial information, pricing information,

product design information, discounts, costs and technical information (collectively, the "Confidential Information") are valuable, special and unique assets of Holdings. In light of the highly competitive nature of the industry in which Holdings' business is conducted, you agree that all Confidential Information, previously, or in the future, obtained by you as a result of your association with Holdings shall be considered confidential.

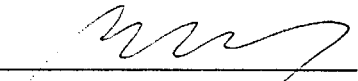
The term "Confidential Information" does not include information which (i) is already in your possession (other than that which was furnished to you by or on behalf of Holdings prior to the date of this Letter Agreement), provided that such information is not known by you to be subject to another confidentiality agreement or other obligation for secrecy, (ii) is or becomes generally available to the public other than as a result of a disclosure by you or any of your agents, representatives or advisors, or (iii) becomes available to you on a non-confidential basis from a source other than Holdings or its advisors, provided that such source is not known to be bound by a confidentiality agreement with or other obligation of secrecy to Holdings.

You agree, except with the prior written consent of Holdings, not to (i) use any Confidential Information for your own benefit, or the benefit of any person or entity with which you may be associated or (ii) disclose any such Confidential Information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever. You agree that all right, title and interest in any Confidential Information shall be and shall remain the exclusive property of Holdings. In the event that you are an employee, consultant or other advisor of Holdings, you agree to promptly disclose to Holdings all Confidential Information developed by you within the scope of your employment or other engagement by Holdings and to assign to Holdings any right, title or interest you may have in such Confidential Information and to turn over to Holdings all physical manifestations of the Confidential Information in your possession or under your control at the request of Holdings.

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Please acknowledge that you agree to the terms and conditions of this Letter Agreement by executing this Letter Agreement in the space provided below and returning the executed Letter Agreement to the attention of Mara Lerner Robbins, Esq., Proskauer Rose LLP, 2255 Glades Road, Suite 340-W, Boca Raton, Florida 33431 by no later than January 20, 2000. Once the executed Letter Agreement is timely received, we will issue the Note in your favor.

iviewit Holdings, Inc.,  
a Delaware corporation

By:   
Brian G. Utley, President

ACCEPTED AND AGREED this 10th day of January, 2000:

Joan Stark

\_\_\_\_\_  
Name (Printed):

Please acknowledge that you agree to the terms and conditions of this Letter Agreement by executing this Letter Agreement in the space provided below and returning the executed Letter Agreement to the attention of Mara Lerner Robbins, Esq., Proskauer Rose LLP, 2255 Glades Road, Suite 340-W, Boca Raton, Florida 33431 by no later than January 20, 2000. Once the executed Letter Agreement is timely received, we will issue the Note in your favor.

iviewit Holdings, Inc.,  
a Delaware corporation

By: \_\_\_\_\_  
Brain G. Utley, President

ACCEPTED AND AGREED this 10th day of January, 2000:

Joan Stark

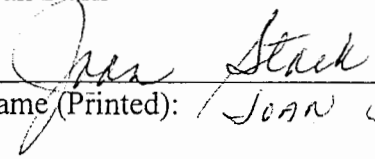
  
Name (Printed): JOAN STARK

Exhibit "B"  
Security Agreement



## SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Security Agreement") is entered into as of the 10th day of January 2000 (the "Effective Date") by and between Joan Stark ("Secured Party"), an individual residing at 7161 Lions Head Lane, Boca Raton, Florida 33496, and iviewit Holdings, Inc., a Delaware corporation ("Debtor"), having an address at 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431.

### RECITALS:

a. Pursuant to the terms and conditions of that certain Convertible Promissory Note of even date (the "Note"), wherein Debtor is maker and Secured Party is holder, Secured Party agreed to make a loan in the form of certain furniture having a value of Eighty-Seven Thousand Five Hundred and No/100 Dollars (\$87,500.00) (the "Loan").

b. Pursuant to the terms and conditions of the Note, and as security for payment of the Loan, Debtor has agreed to grant to Secured Party a security interest, as defined in Article 9 of the Uniform Commercial Code, as enacted in the State of Florida, in the collateral described herein, on the terms and conditions set forth in this Security Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable considerations, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Incorporation of Recitals: Capitalized Terms. The foregoing Recitals are true and correct and are incorporated herein by this reference, as if set forth in their entirety. Any capitalized term not defined herein shall have the meaning ascribed to it in the Note.

2. Security Interest in Assets. As collateral security for the payment of all of the obligations of Debtor now or hereinafter owing to or in favor of Secured Party under the Note or otherwise due and payable pursuant to the terms and conditions of the Note, as any of same may be amended or otherwise modified from time to time (such indebtedness and all other terms, conditions, covenants, representations and warranties relating to the foregoing being hereinafter called the "Obligations"), Debtor hereby pledges, assigns and hypothecates to Secured Party, and grants to Secured Party, a security interest in the items of furniture listed on Exhibit A attached hereto and any proceeds thereto (the "Collateral").

3. Security for Obligations. This Security Agreement, and the grant of the security interest in the Collateral granted hereunder is made to Secured Party as security for the Obligations for the benefit of Secured Party, all as contemplated by the Recitals hereto and Paragraph 2 hereof.

4. No Liens. Debtor shall at all times keep the Collateral free from any adverse lien, security interest, or encumbrance and in good order and repair and will not waste or destroy the

Collateral or any part thereof. Debtor shall not use the Collateral in violation of any statute or ordinance and Secured Party shall have the right to examine and inspect the Collateral at any time, wherever located. Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation thereof.

5. Secured Party's Right to Cure. At its option, Secured Party may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the Collateral, and may pay the maintenance and preservation of the Collateral. Debtor agrees to reimburse Secured Party on demand for any such payments made, or any expense incurred, by Secured Party, pursuant to the foregoing authorization. Until default, Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this Security Agreement and not inconsistent with any policy of insurance thereon.

6. Events of Default. An Event of Default under this Agreement shall occur upon (i) the failure by Debtor to make any payment required under the Note within fifteen (15) days after the Secured Party has given the Debtor written notice of such failure; (ii) the filing by the Debtor of a petition for relief under Title 11 of the United States Code or any amendment thereto (the "Bankruptcy Code"); or (iii) the filing against the Debtor of an involuntary petition pursuant to the Bankruptcy Code, which petition is not dismissed within 90 days of such filing (each, an "Event of Default").

7. Remedies in Case of an Event of Default. Upon the occurrence of an Event of Default, Secured Party shall have the following rights and remedies (to the extent permitted by applicable law); provided that the Secured Party shall have no other remedies other than as specifically noted below and the Secured Party waives any other rights that the Secured Party may have against the Debtor, except as otherwise described below:

(a) Realization and Disposition of Collateral. Secured Party may demand, sue for, collect or make any compromise or settlement which Secured Party deems suitable in respect of any Collateral encumbered by the security interest granted to Secured Party hereunder. Secured Party may sell, resell, assign and deliver, or otherwise dispose of any or all of the Collateral, for cash and/or credit, upon such terms as are reasonable, and at such place or places and to such persons, firms, companies or corporations as Secured Party deems reasonably expedient, provided that Secured Party gives notice to Debtor of the time and place of public or private sale. Debtor hereby agrees that the sending of ten (10) business days' written notice by first-class mail, postage prepaid, to Debtor pursuant to the Notice Provisions of the Note of the time and place of any public sale, or of the time after which any private sale or other intended disposition is to be made, shall be deemed commercially reasonable notice thereof.

(b) Sole Recourse. To the extent that the sale of the Collateral does not satisfy the Obligations in full, the Secured Party's sole recourse is to convert the remaining outstanding amount of Obligations into Class B Common Stock, \$.01 par value ("Common Stock"), based upon a conversion rate of One Hundred Sixty-Seven and 62/100 (\$167.62) for one share of Common Stock.

8. Further Assurances. Debtor will do all such acts, and will furnish to Secured Party all such financing statements, certificates, opinions and other documents, and will do or cause to be done all such things as Secured Party may reasonably require in order to give full effect to this Security Agreement at any time while any of the Obligations remain unpaid.

9. Termination. Upon the payment in full of the Obligations (or the conversion of the Note) in accordance with their terms, then, and in such event, this Security Agreement shall terminate and Debtor shall be entitled to a release of the security interest granted by this Security Agreement.

10. Financing Statements. Debtor agrees that it shall execute and deliver UCC-1 Financing Statements, to be filed with the Florida Secretary of State, to perfect Secured Party's security interest in the Collateral. Debtor agrees that promptly on request it shall execute and deliver such additional financing statements, extension statements and other documents and instruments in order to perfect and extend, as may be requested by Secured Party, the security interest granted herein, so long as any of the Obligations hereunder remain unpaid or unsatisfied. Upon the termination of this Security Agreement as contemplated by Section 9 above, the Secured Party shall execute and deliver such termination of financing statements (UCC-3 terminations) and such other documents and instruments reasonably necessary to terminate the security interest granted herein.

11. Miscellaneous Matters.

(a) Waiver: Subsequent Modification. Except as expressly provided herein, no waiver by any party or any failure or refusal of the other party to comply with its obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply by such other party. No waiver or modification of the terms hereof shall be valid unless in writing and signed by the party to be charged and then only to the extent therein set forth.

(b) Governing Law: Venue. This Security Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to any conflict of laws principles. Venue for any action arising out of this Security Agreement shall be Palm Beach County, Florida.

(c) Cumulative Remedies. Unless expressly provided otherwise herein, the remedies of the parties provided for herein shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of the party for whose benefit such remedy is provided, and may be exercised as often as occasion therefor shall arise.

(d) Parties Not Partners. Nothing contained in this Security Agreement, or any of the documents to be executed pursuant hereto, shall operate to make Secured Party or any of its successors, administrators or assigns a partner(s) with, agent(s) for, or principal(s) of Debtor, its successors or assigns and vice-versa.

(e) Attorneys' Fees, Costs and Expenses. In any action or proceeding arising out of this Security Agreement the prevailing party in such action or proceeding, shall be entitled to recover

from the other party thereto the reasonable attorneys' fees, including one or more appeals, court costs, filing fees, publication costs and other expenses incurred by the prevailing party.

(f) Captions. The title of this Security Agreement and the headings of the various articles, sections and subsections of this Security Agreement have been inserted only for the purposes of convenience, are not part of this Security Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Security Agreement.

(g) Entire Agreement. Except as otherwise expressly provided herein, the Note and this Security Agreement, constitutes the entire agreement of the parties hereto with respect to the matters addressed herein and supersedes all prior or contemporaneous contracts, promises, representations, warranties and statements, whether written or oral, with respect to such matters.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Secured Party and Debtor have each duly executed this Security Agreement as of the day and year first above written.

Secured Party:

JOAN STARK

\_\_\_\_\_  
Name (Printed):

Debtor:

IVIEWIT HOLDINGS, INC.

By: \_\_\_\_\_

Name:

Title:

## EXHIBIT A

## Collateral

Item	Qty	Catalog No	Description
1	1	P3-CL52	Propeller Rounded Rect 2 Piece 120Wx60Dx28-1/2H K - VEN: Maple -- VEN: Same as Top A - GROM: One, left V - FIN: Dark Metallic Grey
2	1	P5-29	Six Position Credenza, BF/BF/DD/BF/BF K - VEN: Maple V - FIN: Dark Metallic Grey
3	10	2091	Black Leather High Back executive chairs-swivel/tilt ? - ? -
4	1	2091	Exec., High-Back, Swivel, Tilt Pneumatic, Arms ? - ? -
5	2	28A-1-FD5G	*SoHo Arm Chair, Dk Grey Uph Seat and Back E - CAS: 2" Dual Hooded Nylon K189/ - TEX: Aero Stripe (Seat) 5 - COL: Papaya (Seat) 5 - COL: Papaya (Back)
6	1	AB1CL24L	C-Leg 24D, Left 2 - PAINT: Flint G - OPT: All Glides
7	1	AB1CL24R	C-Leg 24D, Right 2 - PAINT: Flint G - OPT: All Glides
8	4	AB1I27FC	Straight Leg, Mobile 2Wx4Dx27H 2 - PAINT: Flint
9	1	AS1SPDFG	Floorstanding Pedestal 15Wx18Dx22H, P/D/F 2 - CASE: Flint 2 - FRONT: Flint
10	1	AS1PT	Pencil Tray
11	1	AW1R7236	Shared Worksurface 72Wx36Dx1H L - LAM: Light Grey
12	1	AW1S6024	Straight Worksurface 60Wx24Dx1H L - LAM: Light Grey
13	1	LT-28-S	KEYBOARD W/MOUSEPAD
14	8	24013	Fixtures Jazz Chair translucent
15	2	14510	Table, 42SQ.
16	2	15430	Four Star 30" Saturn Base Painted Finish
17	6	12A-1-D5M	*Pollock Desk Chair w/Arms, 5-star base, ch/ss, tilt/mech E - CAS: 2" Dual Hooded Nylon -- *OPT: No Select VO/ - *LEA: Volo (U) BLK - *COL: Black
18	1	2091	Exec w/Arms, Back Adj, Dk BLACK LEATHER H - *CAS: 2" Dual Hooded Hard-Wh -- *UPH: Standard K197/ - TEX: Horizontal (B)

(continued)

Item	Qty	Catalog No	Description
			? -
19	1	RB54MF	Modesty Panel, 54Wx27H Flush, Cantilevered 2 - SURF: Veneer (V2) VC - TOP: Medium Cherry
20	2	RBF	Top to Top Bracket (2)
21	2	RBPR	Modesty Panel Offset Bracket LG - PAINT: Black
22	1	RBSP8430JB	Sng Pedestal Desk, Bowed Front 84Wx36D M - INT: Metal J - OPT: Routed Pull 2 - FIN: Veneer (V2) VC - VEN: Medium Cherry LG - GROM: Black N - OPT: No Lock Drilling
23	1	RC733G	Cabinet w/2 Files, Doors 30Wx24Dx72H 2 - SURF: Veneer (V2) VC - VEN: Medium Cherry W - INT: Wood J - OPT: Routed Pull L - OPT: Lock Hole Drilled -- Specify Lock Quantity (RLCB) L - OPT: Lock Hole Drilled -- Specify Lock Quantity (RLCB)
24	1	RCSP7224KB	Sng Pedestal Credenza 72Wx24D, Top M - INT: Metal J - OPT: Routed Pull 2 - FIN: Veneer (V2) VC - VEN: Medium Cherry LG - GROM: Black L - OPT: Lock Hole Drilled -- Specify Lock Quantity (RLCB)
25	1	RIB28X	X-Base, 28Wx26-1/2H P - OPT: Painted LG - PAINT: Black
26	1	LT-28-S	KEYBOARD W/MOUSEPAD
27	1	ROBH72T0	Overdesk Unit, flipper door 72Wx43-3/4Hx15D J - OPT: Routed Pull N - OPT: No Lock Drilling 2 - SURF: Veneer (V2) VC - TOP: Medium Cherry (TBA15) - FABRIC: TBA (Gr15) -- OPT: with Grommet (Std)
28	1	RSB542	Worksurface, Rectangular 54Wx24D F - OPT: Flush Front Grommet LG - GROM: Black 2 - TOP: Veneer (V2) VC - TOP: Medium Cherry
29	1	RTB4242	Conf Room Round Top 42Wx42D 2 - TOP: Veneer (V2) VC - TOP: Medium Cherry

(continued)

Item	Qty	Catalog No	Description
30	6	AP540	Exec., Pneumatic, Swivel Zero Knee Tilt, Arms ? - ? -
31	1	.ITA4860Z	*Bat Table, Column Base 48Wx60D CM - Clear Maple 1 - DARK grey EN - Black T1 - Black
32	2	.ITR3600W	Round Table, Four-Star Base 36D, Fixed Hgt w/Casters CM - Clear Maple 1 - DARK grey EN - Black T1 - Black
33	1	.INS6024B	Rectangular Table, C-Leg Base 60Wx23-5/8D, Fixed Hgt CM - Clear Maple 1 - DARK grey EN - Black T1 - Black
34	2	AS1SPFM	Pedestal (BBF) 16Wx23Dx26-1/2H L - SURF: Laminate LG - LAM: Black M - INT: Metal J - OPT: Routed Pull L - OPT: Lock Hole Drilled -- Specify Lock Quantity (RLCB)
35	2	CM5671	Conference chairs com fabric ? - ? -
36	1	45A1-D5M	*Sapper Coll Mgmt w/Arms, Basic Knee-tilt/Mechanical H - *CAS: 2" Dual Hooded Hard-Wh -- *UPH: Standard CD/ - LEA: Cordovan (Y) 8013 - COL: Castillo
37	3	AA1OR	Outrigger, Standard 3Wx8Dx21H 2 - PAINT: Flint
38	1	APC0972C	Cable Tray Cover 72Wx1Dx9H 2 - PAINT: Flint
39	1	APC0948S	Slatwall Cover 48Wx1Dx9H 2 - PAINT: Flint
40	1	APCAZ72H	Structural Base Cvr (pair) 72Wx1Dx16H, Perf Painted E - PAINT: Soft Grey
41	2	APCOC	Outlets Cover 12Wx1Dx9H 2 - PAINT: Flint
42	1	APF3972	Wall Frame 72Wx5Dx39H
43	1	APR724	Raceway Covers (pair) 72Wx2-1/2H, 4 Outlets Each Sid 2 - PAINT: Flint
44	1	APT72	Crown Covers (pair) 72Wx5Dx4H 2 - PAINT: Flint
45	4	APC0936F	Wall Cover, Upholstered 36Wx1Dx9H

(continued)



Item	Qty	Catalog No	Description
			35 - OPT: Fabric Group 35
46	4	AB1AC24	Adjustable Cantilever Support 3Wx20D 2 - PAINT: Flint
47	1	AB1CL30L	C-Leg 30D, Left 2 - PAINT: Flint G - OPT: All Glides
48	2	ab1127fg	C-Leg 30D, Right 2 - PAINT: Flint G - OPT: All Glides
49	1	AF4860TCM	Mobile Screen 60Wx2Dx48H, Translucent 2 - PAINT: Flint
50	2	br29	1 corner table-1 coffee table
51	2	AR1DA	Duplex Outlet Circuit A
52	2	AR1DB	Duplex Outlet Circuit B
53	2	AR1DC	Duplex Outlet Circuit C
54	2	AR1DX	Duplex Outlet Circuit X
55	1	AR1EJ6	Jumper Cable 97W, for 96" Application
56	2	AR1EOM	Desk Height Outlet Module
57	1	AR1EPC1	Base Power Connector 13W, Within a Panel
58	1	AR1EPI5	Power Infeed, Modular 85W, Desk Height Power
59	1	AS1SPDFG	Floorstanding Pedestal 15Wx18Dx22H, P/D/F 2 - CASE: Flint 2 - FRONT: Flint
60	1	A1R64RP	Rotating Door Cabinet, Right 21Wx24Dx64H, Painted Top 2 - PAINT: Flint 2 - CASE: Flint 2 - FRONT: Flint G - OPT: Glides
61	1	AW1C4872S	Corner Worksurface, Ext R 48Wx72Dx1H, 24"D Both Side L - LAM: Light Grey
62	1	AW1P8748S	P-Shape Conf Worksurface 87Wx48Dx1H, Ext Left L - LAM: Light Grey
63	1	AW1S2424	Straight Worksurface 24Wx24Dx1H L - LAM: Light Grey
64	2	AX1F48	Flat End 1Wx5Dx48H 2 - PAINT: Flint 2 - PAINT: Flint
65	1	LT-28-S	Keyboard w/ Mousepad ? -
66	2	RO1-WMF3	*Reuter Wall Mount Frames For 36 to 42W Overheads
67	2	RO1N36	Reuter Overhead Cabinet 36Wx14Dx14H, No Brackets 2 - CASE: Flint U - FRONT: Light Metallic Grey L - OPT: Lock
68	1	14-10L	3 Seater sofa-one arm w/ bolster ? -

(continued)

Item	Qty	Catalog No	Description
			? - ? -
69	1	50T2	Laccio Side Table 53-1/2Wx19Dx13-1/2H F1 - TOP: Black
70	1	80/R	Kron high back right arm chair
71	1	80/L	Kron high back left arm chair
72	1	81	kron two-seater settee high back
73	1	643TA	Risom Coffee Table, Amoeba 42Wx32Dx16H KC - FIN: Clear Maple
74	1	28A-1-FD5G	*SoHo Arm Chair, Dk Grey Uph Seat and Back E - CAS: 2" Dual Hooded Nylon K189/ - TEX: Aero Stripe (Seat) 5 - COL: Papaya (Seat) 5 - COL: Papaya (Back)
75	14	28A-1-FD5G	*SoHo Arm Chair, Dk Grey Uph Seat and Back E - CAS: 2" Dual Hooded Nylon K164/ - TEX: Honeycomb (Seat) 6 - COL: Willow (Seat) 7 - COL: Flame (Back)
76	12	4701	Exec., High-Back, Pneumatic, Swivel Zero Knee Tilt, Arms ? - ? -
77	19	AA1OR	Outrigger, Standard 3Wx8Dx21H 2 - PAINT: Flint
78	7	AA1ROUP	Reuter Overhead Brackets (2) Upmount 2 - PAINT: Flint
79	28	AB1AC24	Adjustable Cantilever Support 3Wx20D 2 - PAINT: Flint
80	28	AB1I27FC	Straight Leg, Mobile 2Wx4Dx27H 2 - PAINT: Flint
81	11	AF4860TCM	Mobile Screen 60Wx2Dx48H, Translucent 2 - PAINT: Flint
82	21	APC0948A	Wall Cover, Acoust/Tack Uph 48Wx1Dx9H, Active Surface 35 - OPT: Fabric Group 35
83	18	APC0948F	Wall Cover, Upholstered 48Wx1Dx9H 35 - OPT: Fabric Group 35
84	7	APC0948S	Slatwall Cover 48Wx1Dx9H 2 - PAINT: Flint
85	14	APC0972C	Cable Tray Cover 72Wx1Dx9H 2 - PAINT: Flint
86	13	APC0972S	Slatwall Cover 72Wx1Dx9H 2 - PAINT: Flint
87	10	APCAZ72P	Structural Base Cvr (pair) 72Wx1Dx16H, Painted 2 - PAINT: Flint
88	28	APCOC	Outlets Cover 12Wx1Dx9H 2 - PAINT: Flint
89	10	APF4872	Wall Frame 72Wx5Dx48H
<i>(continued)</i>			

Item	Qty	Catalog No	Description
90	10	APR724	Raceway Covers (pair) 72Wx2-1/2H,4 Outlets Each Sid 2 - PAINT: Flint
91	10	APT72	Crown Covers (pair) 72Wx5Dx4H 2 - PAINT: Flint
92	14	AR1DA	Duplex Outlet Circuit A
93	7	AR1DB	Duplex Outlet Circuit B
94	7	AR1DX	Duplex Outlet Circuit X
95	5	AR1EJ6	Jumper Cable 97W, for 96" Application
96	10	AR1EOM	Desk Height Outlet Module
97	5	AR1EPC1	Base Power Connector 13W, Within a Panel
98	5	AR1EPI5	Power Infeed, Modular 85W, Desk Height Power
99	2	AROF	Outlet Fillers (set of 10)
100	7	AS1SDFM	Mobile Ped w/Top & Pull 15Wx18Dx22H, D/F 2 - CASE: Flint 2 - FRONT: Flint
101	14	AS1SFFG	Floorstanding Pedestal 15Wx18Dx27H, F/F 2 - CASE: Flint 2 - FRONT: Flint
102	7	AU1272TC	Add-Up Panel 72Wx2Dx12H, Translucent
103	7	AW1F6024	Straight Worksurface 60Wx24Dx1H, Flat Front L - LAM: Light Grey
104	7	AW1R7236	Shared Worksurface 72Wx36Dx1H L - LAM: Light Grey
105	7	AW1S4824	Straight Worksurface 48Wx24Dx1H L - LAM: Light Grey
106	5	AX1C48481	T End for Currents Screen 6Wx7Dx48H, 48"Scr/48"Spine 2 - PAINT: Flint 2 - PAINT: Flint
107	5	AX1F48	Flat End 1Wx5Dx48H 2 - PAINT: Flint 2 - PAINT: Flint
108	2	D1L4872SSG	Worksurface, Curv Corner "L" 48x72x24x24, w/grommet LA - LAM: Folkstone Grey Y1 - EDGE: Pewter
109	2	D1L7248SSG	Worksurface, Curv Corner "L" 72x48x24x24, w/grommet LA - LAM: Folkstone Grey Y1 - EDGE: Pewter
110	4	D1R4824N	Worksurface, Rectangular 48Wx24D, w/o grommet LA - LAM: Folkstone Grey Y1 - EDGE: Pewter
111	2	DB1C18L	Cantilever Bracket, Left 18"D
112	2	DB1C18R	Cantilever Bracket, Right 18"D
113	4	DB1C24L	Cantilever Bracket, Left 24"D
114	4	DB1C24R	Cantilever Bracket, Right 24"D
115	4	DB1F24	Flat Bracket 24"

(continued)

Item	Qty	Catalog No	Description
116	4	DB1PWSP	Panel-to-Worksurface Bracket Pair
117	4	DB1U18	Overhead Up-Mount Brackets Left and Right Y2 - P1: Medium Grey
118	4	DE1DR1	Duplex Circuit 1
119	4	DE1DR2	Duplex Circuit 2
120	2	DE1EBI56L	Base Power Infeed, 8 Wire 56", left
121	2	DE1EPCNP	Panel Power Connector 8 Wire, 12" no post
122	4	DE1EPM36	Panel Power Module, 8 Wire 36" Panel
123	4	DL1F24N	Task Light 24"W Overhead -- *** No Selection ***
124	1	DL1TC	Cord Management Clips (pkg. of 50)
125	8	DP1A5036K	Acoustical Panel 50Hx36W, w/base knockouts (TBA20) - FABRIC: TBA (Gr20) Y1 - TRIM: Pewter
126	8	DP1A5048K	Acoustical Panel 50Hx48W, w/base knockouts (TBA20) - FABRIC: TBA (Gr20) Y1 - TRIM: Pewter
127	4	DP1PA502	Universal Post Assembly Two Way "L", 50H Y1 - TRIM: Pewter
128	2	DP1PA503	Universal Post Assembly Three Way "T", 50H Y1 - TRIM: Pewter
129	7	DP1PE50	Panel End Assembly 50H Y1 - TRIM: Pewter
130	2	DP1PWS50	Panel Wall Starter 50H
131	6	DP1TCT	Panel-to-Panel Top Cap Transition Y1 - TRIM: Pewter
132	4	DS1E36L	Overhead Cabinet w/Lock Enclosed Back, 36Wx12Dx15H Y1 - P1: Pewter Y1 - TRIM: Pewter
133	4	DS1PFL18A	Freestanding Pedestal, 6/6/12 15Wx18D, w/Lock Y1 - P1: Pewter Y1 - PULL: Pewter Y3 - TRIM: Dark Grey
134	4	DS1PFL24B	Freestanding Pedestal, 12/12 15Wx24D, w/Lock Y1 - P1: Pewter Y1 - PULL: Pewter Y3 - TRIM: Dark Grey
135	11	LT-28-S	KEYBOARD W/ MOUSEPAD
136	7	RO1N72	Reuter Overhead Cabinet 72Wx14Dx14H, No Brackets 2 - CASE: Flint U - FRONT: Light Metallic Grey L - OPT: Lock
137	4	RT1F48	Task Light, Reuter Storage 48Wx4D, Shlf/Ovrhd-32 Watt L - CORD: Left 2 - PAINT: Flint -- OPT: No Selection

(continued)

Item	Qty	Catalog No	Description
138	3	RT1F48	Task Light, Reuter Storage 48Wx4D, Shlf/Ovrhd-32 Watt R - CORD: Right 2 - PAINT: Flint ~ - OPT: No Selection
139	2	9185B	9000 Lateral File 5 Drawer 64-1/4H 36W w/o Posting Shelf ? -

## SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Security Agreement") is entered into as of the 10th day of January 2000 (the "Effective Date") by and between Joan Stark ("Secured Party"), an individual residing at 7161 Lions Head Lane, Boca Raton, Florida 33496, and iviewit Holdings, Inc., a Delaware corporation ("Debtor"), having an address at 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431.

### RECITALS:

a. Pursuant to the terms and conditions of that certain Convertible Promissory Note of even date (the "Note"), wherein Debtor is maker and Secured Party is holder, Secured Party agreed to make a loan in the form of certain furniture having a value of Eighty-Seven Thousand Five Hundred and No/100 Dollars (\$87,500.00) (the "Loan").

b. Pursuant to the terms and conditions of the Note, and as security for payment of the Loan, Debtor has agreed to grant to Secured Party a security interest, as defined in Article 9 of the Uniform Commercial Code, as enacted in the State of Florida, in the collateral described herein, on the terms and conditions set forth in this Security Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable considerations, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Incorporation of Recitals: Capitalized Terms. The foregoing Recitals are true and correct and are incorporated herein by this reference, as if set forth in their entirety. Any capitalized term not defined herein shall have the meaning ascribed to it in the Note.

2. Security Interest in Assets. As collateral security for the payment of all of the obligations of Debtor now or hereinafter owing to or in favor of Secured Party under the Note or otherwise due and payable pursuant to the terms and conditions of the Note, as any of same may be amended or otherwise modified from time to time (such indebtedness and all other terms, conditions, covenants, representations and warranties relating to the foregoing being hereinafter called the "Obligations"), Debtor hereby pledges, assigns and hypothecates to Secured Party, and grants to Secured Party, a security interest in the items of furniture listed on Exhibit A attached hereto and any proceeds thereto (the "Collateral").

3. Security for Obligations. This Security Agreement, and the grant of the security interest in the Collateral granted hereunder is made to Secured Party as security for the Obligations for the benefit of Secured Party, all as contemplated by the Recitals hereto and Paragraph 2 hereof.

4. No Liens. Debtor shall at all times keep the Collateral free from any adverse lien, security interest, or encumbrance and in good order and repair and will not waste or destroy the

Collateral or any part thereof. Debtor shall not use the Collateral in violation of any statute or ordinance and Secured Party shall have the right to examine and inspect the Collateral at any time, wherever located. Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation thereof.

5. Secured Party's Right to Cure. At its option, Secured Party may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the Collateral, and may pay the maintenance and preservation of the Collateral. Debtor agrees to reimburse Secured Party on demand for any such payments made, or any expense incurred, by Secured Party, pursuant to the foregoing authorization. Until default, Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this Security Agreement and not inconsistent with any policy of insurance thereon.

6. Events of Default. An Event of Default under this Agreement shall occur upon (i) the failure by Debtor to make any payment required under the Note within fifteen (15) days after the Secured Party has given the Debtor written notice of such failure; (ii) the filing by the Debtor of a petition for relief under Title 11 of the United States Code or any amendment thereto (the "Bankruptcy Code"); or (iii) the filing against the Debtor of an involuntary petition pursuant to the Bankruptcy Code, which petition is not dismissed within 90 days of such filing (each, an "Event of Default").

7. Remedies in Case of an Event of Default. Upon the occurrence of an Event of Default, Secured Party shall have the following rights and remedies (to the extent permitted by applicable law); provided that the Secured Party shall have no other remedies other than as specifically noted below and the Secured Party waives any other rights that the Secured Party may have against the Debtor, except as otherwise described below:

(a) Realization and Disposition of Collateral. Secured Party may demand, sue for, collect or make any compromise or settlement which Secured Party deems suitable in respect of any Collateral encumbered by the security interest granted to Secured Party hereunder. Secured Party may sell, resell, assign and deliver, or otherwise dispose of any or all of the Collateral, for cash and/or credit, upon such terms as are reasonable, and at such place or places and to such persons, firms, companies or corporations as Secured Party deems reasonably expedient, provided that Secured Party gives notice to Debtor of the time and place of public or private sale. Debtor hereby agrees that the sending of ten (10) business days' written notice by first-class mail, postage prepaid, to Debtor pursuant to the Notice Provisions of the Note of the time and place of any public sale, or of the time after which any private sale or other intended disposition is to be made, shall be deemed commercially reasonable notice thereof.

(b) Sole Recourse. To the extent that the sale of the Collateral does not satisfy the Obligations in full, the Secured Party's sole recourse is to convert the remaining outstanding amount of Obligations into Class B Common Stock, \$.01 par value ("Common Stock"), based upon a conversion rate of One Hundred Sixty-Seven and 62/100 (\$167.62) for one share of Common Stock.

8. Further Assurances. Debtor will do all such acts, and will furnish to Secured Party all such financing statements, certificates, opinions and other documents, and will do or cause to be done all such things as Secured Party may reasonably require in order to give full effect to this Security Agreement at any time while any of the Obligations remain unpaid.

9. Termination. Upon the payment in full of the Obligations (or the conversion of the Note) in accordance with their terms, then, and in such event, this Security Agreement shall terminate and Debtor shall be entitled to a release of the security interest granted by this Security Agreement.

10. Financing Statements. Debtor agrees that it shall execute and deliver UCC-1 Financing Statements, to be filed with the Florida Secretary of State, to perfect Secured Party's security interest in the Collateral. Debtor agrees that promptly on request it shall execute and deliver such additional financing statements, extension statements and other documents and instruments in order to perfect and extend, as may be requested by Secured Party, the security interest granted herein, so long as any of the Obligations hereunder remain unpaid or unsatisfied. Upon the termination of this Security Agreement as contemplated by Section 9 above, the Secured Party shall execute and deliver such termination of financing statements (UCC-3 terminations) and such other documents and instruments reasonably necessary to terminate the security interest granted herein.

11. Miscellaneous Matters.

(a) Waiver: Subsequent Modification. Except as expressly provided herein, no waiver by any party or any failure or refusal of the other party to comply with its obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply by such other party. No waiver or modification of the terms hereof shall be valid unless in writing and signed by the party to be charged and then only to the extent therein set forth.

(b) Governing Law: Venue. This Security Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to any conflict of laws principles. Venue for any action arising out of this Security Agreement shall be Palm Beach County, Florida.

(c) Cumulative Remedies. Unless expressly provided otherwise herein, the remedies of the parties provided for herein shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of the party for whose benefit such remedy is provided, and may be exercised as often as occasion therefor shall arise.

(d) Parties Not Partners. Nothing contained in this Security Agreement, or any of the documents to be executed pursuant hereto, shall operate to make Secured Party or any of its successors, administrators or assigns a partner(s) with, agent(s) for, or principal(s) of Debtor, its successors or assigns and vice-versa.

(e) Attorneys' Fees, Costs and Expenses. In any action or proceeding arising out of this Security Agreement the prevailing party in such action or proceeding, shall be entitled to recover



from the other party thereto the reasonable attorneys' fees, including one or more appeals, court costs, filing fees, publication costs and other expenses incurred by the prevailing party.

(f) Captions. The title of this Security Agreement and the headings of the various articles, sections and subsections of this Security Agreement have been inserted only for the purposes of convenience, are not part of this Security Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Security Agreement.

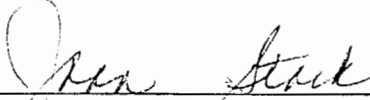
(g) Entire Agreement. Except as otherwise expressly provided herein, the Note and this Security Agreement, constitutes the entire agreement of the parties hereto with respect to the matters addressed herein and supersedes all prior or contemporaneous contracts, promises, representations, warranties and statements, whether written or oral, with respect to such matters.

**[The remainder of this page intentionally left blank.]**

IN WITNESS WHEREOF, the Secured Party and Debtor have each duly executed this Security Agreement as of the day and year first above written.

Secured Party:

JOAN STARK

  
Name (Printed): JOAN STARK

Debtor:

IVIEWIT HOLDINGS, INC.

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the Secured Party and Debtor have each duly executed this Security Agreement as of the day and year first above written.

Secured Party:

JOAN STARK

\_\_\_\_\_  
Name (Printed):

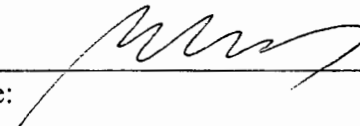
Debtor:

IVIEWIT HOLDINGS, INC.

By: \_\_\_\_\_

Name:

Title:

A handwritten signature in black ink, appearing to be 'M. Stark', is written over a horizontal line. The signature is cursive and somewhat stylized.

## EXHIBIT A

## Collateral

Item	Qty	Catalog No	Description
1	1	P3-CL52	Propeller Rounded Rect 2 Piece 120Wx60Dx28-1/2H K - VEN: Maple -- VEN: Same as Top A - GROM: One, left V - FIN: Dark Metallic Grey
2	1	P5-29	Six Position Credenza, BF/BF/DD/BF/BF K - VEN: Maple V - FIN: Dark Metallic Grey
3	10	2091	Black Leather High Back executive chairs-swivel/tilt ? - ? -
4	1	2091	Exec., High-Back, Swivel, Tilt Pneumatic, Arms ? - ? -
5	2	28A-1-FD5G	*SoHo Arm Chair, Dk Grey Uph Seat and Back E - CAS: 2" Dual Hooded Nylon K189/ - TEX: Aero Stripe (Seat) 5 - COL: Papaya (Seat) 5 - COL: Papaya (Back)
6	1	AB1CL24L	C-Leg 24D, Left 2 - PAINT: Flint G - OPT: All Glides
7	1	AB1CL24R	C-Leg 24D, Right 2 - PAINT: Flint G - OPT: All Glides
8	4	AB1I27FC	Straight Leg, Mobile 2Wx4Dx27H 2 - PAINT: Flint
9	1	AS1SPDFG	Floorstanding Pedestal 15Wx18Dx22H, P/D/F 2 - CASE: Flint 2 - FRONT: Flint
10	1	AS1PT	Pencil Tray
11	1	AW1R7236	Shared Worksurface 72Wx36Dx1H L - LAM: Light Grey
12	1	AW1S6024	Straight Worksurface 60Wx24Dx1H L - LAM: Light Grey
13	1	LT-28-S	KEYBOARD W/MOUSEPAD
14	8	24013	Fixtures Jazz Chair translucent
15	2	14510	Table, 42SQ.
16	2	15430	Four Star 30" Saturn Base Painted Finish
17	6	12A-1-D5M	*Pollock Desk Chair w/Arms, 5-star base, ch/ss, tilt/mech E - CAS: 2" Dual Hooded Nylon -- *OPT: No Select VO/ - *LEA: Volo (U) BLK - *COL: Black
18	1	2091	Exec w/Arms, Back Adj, Dk BLACK LEATHER H - *CAS: 2" Dual Hooded Hard-Wth -- *UPH: Standard K197/ - TEX: Horizontal (B)

(continued)

Item	Qty	Catalog No	Description
			? -
19	1	RB54MF	Modesty Panel, 54Wx27H Flush, Cantilevered 2 - SURF: Veneer (V2) VC - TOP: Medium Cherry
20	2	RBF	Top to Top Bracket (2)
21	2	RBPR	Modesty Panel Offset Bracket LG - PAINT: Black
22	1	RBSP8430JB	Sng Pedestal Desk, Bowed Front 84Wx36D M - INT: Metal J - OPT: Routed Pull 2 - FIN: Veneer (V2) VC - VEN: Medium Cherry LG - GROM: Black N - OPT: No Lock Drilling
23	1	RC733G	Cabinet w/2 Files, Doors 30Wx24Dx72H 2 - SURF: Veneer (V2) VC - VEN: Medium Cherry W - INT: Wood J - OPT: Routed Pull L - OPT: Lock Hole Drilled -- Specify Lock Quantity (RLCB) L - OPT: Lock Hole Drilled -- Specify Lock Quantity (RLCB)
24	1	RCSP7224KB	Sng Pedestal Credenza 72Wx24D, Top M - INT: Metal J - OPT: Routed Pull 2 - FIN: Veneer (V2) VC - VEN: Medium Cherry LG - GROM: Black L - OPT: Lock Hole Drilled -- Specify Lock Quantity (RLCB)
25	1	RIB28X	X-Base, 28Wx26-1/2H P - OPT: Painted LG - PAINT: Black
26	1	LT-28-S	KEYBOARD W/MOUSEPAD
27	1	ROBH72T0	Overdesk Unit, flipper door 72Wx43-3/4Hx15D J - OPT: Routed Pull N - OPT: No Lock Drilling 2 - SURF: Veneer (V2) VC - TOP: Medium Cherry (TBA15) - FABRIC: TBA (Gr15) -- OPT: with Grommet (Std)
28	1	RSB542	Worksurface, Rectangular 54Wx24D F - OPT: Flush Front Grommet LG - GROM: Black 2 - TOP: Veneer (V2) VC - TOP: Medium Cherry
29	1	RTB4242	Conf Room Round Top 42Wx42D 2 - TOP: Veneer (V2) VC - TOP: Medium Cherry

(continued)

Item	Qty	Catalog No	Description
30	6	AP540	Exec., Pneumatic, Swivel Zero Knee Tilt, Arms ? - ? -
31	1	.ITA4860Z	*Bat Table, Column Base 48Wx60D CM - Clear Maple 1 - DARK grey EN - Black T1 - Black
32	2	.ITR3600W	Round Table, Four-Star Base 36D, Fixed Hgt w/Casters CM - Clear Maple 1 - DARK grey EN - Black T1 - Black
33	1	.INS6024B	Rectangular Table, C-Leg Base 60Wx23-5/8D, Fixed Hgt CM - Clear Maple 1 - DARK grey EN - Black T1 - Black
34	2	AS1SPFM	Pedestal (BBF) 16Wx23Dx26-1/2H L - SURF: Laminate LG - LAM: Black M - INT: Metal J - OPT: Routed Pull L - OPT: Lock Hole Drilled -- Specify Lock Quantity (RLCB)
35	2	CM5671	Conference chairs com fabric ? - ? -
36	1	45A1-D5M	*Sapper Coll Mgmt w/Arms, Basic Knee-tilt/Mechanical H - *CAS: 2" Dual Hooded Hard-Wh -- *UPH: Standard CD/ - LEA: Cordovan (Y) 8013 - COL: Castillo
37	3	AA10R	Outrigger, Standard 3Wx8Dx21H 2 - PAINT: Flint
38	1	APC0972C	Cable Tray Cover 72Wx1Dx9H 2 - PAINT: Flint
39	1	APC0948S	Slatwall Cover 48Wx1Dx9H 2 - PAINT: Flint
40	1	APCAZ72H	Structural Base Cvr (pair) 72Wx1Dx16H, Perf Painted E - PAINT: Soft Grey
41	2	APCOC	Outlets Cover 12Wx1Dx9H 2 - PAINT: Flint
42	1	APF3972	Wall Frame 72Wx5Dx39H
43	1	APR724	Raceway Covers (pair) 72Wx2-1/2H, 4 Outlets Each Sid 2 - PAINT: Flint
44	1	APT72	Crown Covers (pair) 72Wx5Dx4H 2 - PAINT: Flint
45	4	APC0936F	Wall Cover, Upholstered 36Wx1Dx9H

(continued)

Item	Qty	Catalog No	Description
			35 - OPT: Fabric Group 35
46	4	AB1AC24	Adjustable Cantilever Support 3Wx20D 2 - PAINT: Flint
47	1	AB1CL30L	C-Leg 30D, Left 2 - PAINT: Flint G - OPT: All Glides
48	2	ab1127fg	C-Leg 30D, Right 2 - PAINT: Flint G - OPT: All Glides
49	1	AF4860TCM	Mobile Screen 60Wx2Dx48H, Translucent 2 - PAINT: Flint
50	2	br29	1 corner table-1 coffee table
51	2	AR1DA	Duplex Outlet Circuit A
52	2	AR1DB	Duplex Outlet Circuit B
53	2	AR1DC	Duplex Outlet Circuit C
54	2	AR1DX	Duplex Outlet Circuit X
55	1	AR1EJ6	Jumper Cable 97W, for 96" Application
56	2	AR1EOM	Desk Height Outlet Module
57	1	AR1EPC1	Base Power Connector 13W, Within a Panel
58	1	AR1EPI5	Power Infeed, Modular 85W, Desk Height Power
59	1	AS1SPDFG	Floorstanding Pedestal 15Wx18Dx22H, P/D/F 2 - CASE: Flint 2 - FRONT: Flint
60	1	A1R64RP	Rotating Door Cabinet, Right 21Wx24Dx64H, Painted Top 2 - PAINT: Flint 2 - CASE: Flint 2 - FRONT: Flint G - OPT: Glides
61	1	AW1C4872S	Corner Worksurface, Ext R 48Wx72Dx1H, 24"D Both Side L - LAM: Light Grey
62	1	AW1P8748S	P-Shape Conf Worksurface 87Wx48Dx1H, Ext Left L - LAM: Light Grey
63	1	AW1S2424	Straight Worksurface 24Wx24Dx1H L - LAM: Light Grey
64	2	AX1F48	Flat End 1Wx5Dx48H 2 - PAINT: Flint 2 - PAINT: Flint
65	1	LT-28-S	Keyboard w/ Mousepad ? -
66	2	RO1-WMF3	*Reuter Wall Mount Frames For 36 to 42W Overheads
67	2	RO1N36	Reuter Overhead Cabinet 36Wx14Dx14H, No Brackets 2 - CASE: Flint U - FRONT: Light Metallic Grey L - OPT: Lock
68	1	14-10L	3 Seater sofa-one arm w/ bolster ? -

(continued)

Item	Qty	Catalog No	Description
			? - ? -
69	1	50T2	Laccio Side Table 53-1/2Wx19Dx13-1/2H F1 - TOP: Black
70	1	80/R	Kron high back right arm chair
71	1	80/L	Kron high back left arm chair
72	1	81	kron two-seater settee high back
73	1	643TA	Risom Coffee Table, Amoeba 42Wx32Dx16H KC - FIN: Clear Maple
74	1	28A-1-FD5G	*SoHo Arm Chair, Dk Grey Uph Seat and Back E - CAS: 2" Dual Hooded Nylon K189/ - TEX: Aero Stripe (Seat) 5 - COL: Papaya (Seat) 5 - COL: Papaya (Back)
75	14	28A-1-FD5G	*SoHo Arm Chair, Dk Grey Uph Seat and Back E - CAS: 2" Dual Hooded Nylon K164/ - TEX: Honeycomb (Seat) 6 - COL: Willow (Seat) 7 - COL: Flame (Back)
76	12	4701	Exec., High-Back, Pneumatic, Swivel Zero Knee Tilt, Arms ? - ? -
77	19	AA1OR	Outrigger, Standard 3Wx8Dx21H 2 - PAINT: Flint
78	7	AA1ROUP	Reuter Overhead Brackets (2) Upmount 2 - PAINT: Flint
79	28	AB1AC24	Adjustable Cantilever Support 3Wx20D 2 - PAINT: Flint
80	28	AB1I27FC	Straight Leg, Mobile 2Wx4Dx27H 2 - PAINT: Flint
81	11	AF4860TCM	Mobile Screen 60Wx2Dx48H, Translucent 2 - PAINT: Flint
82	21	APC0948A	Wall Cover, Acoust/Tack Uph 48Wx1Dx9H, Active Surface 35 - OPT: Fabric Group 35
83	18	APC0948F	Wall Cover, Upholstered 48Wx1Dx9H 35 - OPT: Fabric Group 35
84	7	APC0948S	Slatwall Cover 48Wx1Dx9H 2 - PAINT: Flint
85	14	APC0972C	Cable Tray Cover 72Wx1Dx9H 2 - PAINT: Flint
86	13	APC0972S	Slatwall Cover 72Wx1Dx9H 2 - PAINT: Flint
87	10	APCAZ72P	Structural Base Cvr (pair) 72Wx1Dx16H, Painted 2 - PAINT: Flint
88	28	APCOC	Outlets Cover 12Wx1Dx9H 2 - PAINT: Flint
89	10	APF4872	Wall Frame 72Wx5Dx48H

(continued)



Item	Qty	Catalog No	Description
90	10	APR724	Raceway Covers (pair) 72Wx2-1/2H,4 Outlets Each Sid 2 - PAINT: Flint
91	10	APT72	Crown Covers (pair) 72Wx5Dx4H 2 - PAINT: Flint
92	14	AR1DA	Duplex Outlet Circuit A
93	7	AR1DB	Duplex Outlet Circuit B
94	7	AR1DX	Duplex Outlet Circuit X
95	5	AR1EJ6	Jumper Cable 97W, for 96" Application
96	10	AR1EOM	Desk Height Outlet Module
97	5	AR1EPC1	Base Power Connector 13W, Within a Panel
98	5	AR1EPI5	Power Infeed, Modular 85W, Desk Height Power
99	2	AROF	Outlet Fillers (set of 10)
100	7	AS1SDFM	Mobile Ped w/Top & Pull 15Wx18Dx22H, D/F 2 - CASE: Flint 2 - FRONT: Flint
101	14	AS1SFFG	Floorstanding Pedestal 15Wx18Dx27H, F/F 2 - CASE: Flint 2 - FRONT: Flint
102	7	AU1272TC	Add-Up Panel 72Wx2Dx12H, Translucent
103	7	AW1F6024	Straight Worksurface 60Wx24Dx1H, Flat Front L - LAM: Light Grey
104	7	AW1R7236	Shared Worksurface 72Wx36Dx1H L - LAM: Light Grey
105	7	AW1S4824	Straight Worksurface 48Wx24Dx1H L - LAM: Light Grey
106	5	AX1C48481	T End for Currents Screen 6Wx7Dx48H, 48"Scr/48"Spine 2 - PAINT: Flint 2 - PAINT: Flint
107	5	AX1F48	Flat End 1Wx5Dx48H 2 - PAINT: Flint 2 - PAINT: Flint
108	2	D1L4872SSG	Worksurface, Curv Corner "L" 48x72x24x24, w/grommet LA - LAM: Folkstone Grey Y1 - EDGE: Pewter
109	2	D1L7248SSG	Worksurface, Curv Corner "L" 72x48x24x24, w/grommet LA - LAM: Folkstone Grey Y1 - EDGE: Pewter
110	4	D1R4824N	Worksurface, Rectangular 48Wx24D, w/o grommet LA - LAM: Folkstone Grey Y1 - EDGE: Pewter
111	2	DB1C18L	Cantilever Bracket, Left 18"D
112	2	DB1C18R	Cantilever Bracket, Right 18"D
113	4	DB1C24L	Cantilever Bracket, Left 24"D
114	4	DB1C24R	Cantilever Bracket, Right 24"D
115	4	DB1F24	Flat Bracket 24"

(continued)

Item	Qty	Catalog No	Description
116	4	DB1PWSP	Panel-to-Worksurface Bracket Pair
117	4	DB1U18	Overhead Up-Mount Brackets Left and Right Y2 - P1: Medium Grey
118	4	DE1DR1	Duplex Circuit 1
119	4	DE1DR2	Duplex Circuit 2
120	2	DE1EBI56L	Base Power Infeed, 8 Wire 56", left
121	2	DE1EPCNP	Panel Power Connector 8 Wire, 12" no post
122	4	DE1EPM36	Panel Power Module, 8 Wire 36" Panel
123	4	DL1F24N	Task Light 24"W Overhead ~ - *** No Selection ***
124	1	DL1TC	Cord Management Clips (pkg. of 50)
125	8	DP1A5036K	Acoustical Panel 50Hx36W, w/base knockouts (TBA20) - FABRIC: TBA (Gr20) Y1 - TRIM: Pewter
126	8	DP1A5048K	Acoustical Panel 50Hx48W, w/base knockouts (TBA20) - FABRIC: TBA (Gr20) Y1 - TRIM: Pewter
127	4	DP1PA502	Universal Post Assembly Two Way "L", 50H Y1 - TRIM: Pewter
128	2	DP1PA503	Universal Post Assembly Three Way "T", 50H Y1 - TRIM: Pewter
129	7	DP1PE50	Panel End Assembly 50H Y1 - TRIM: Pewter
130	2	DP1PWS50	Panel Wall Starter 50H
131	6	DP1TCT	Panel-to-Panel Top Cap Transition Y1 - TRIM: Pewter
132	4	DS1E36L	Overhead Cabinet w/Lock Enclosed Back, 36Wx12Dx15H Y1 - P1: Pewter Y1 - TRIM: Pewter
133	4	DS1PFL18A	Freestanding Pedestal, 6/6/12 15Wx18D, w/Lock Y1 - P1: Pewter Y1 - PULL: Pewter Y3 - TRIM: Dark Grey
134	4	DS1PFL24B	Freestanding Pedestal, 12/12 15Wx24D, w/Lock Y1 - P1: Pewter Y1 - PULL: Pewter Y3 - TRIM: Dark Grey
135	11	LT-28-S	KEYBOARD W/ MOUSEPAD
136	7	RO1N72	Reuter Overhead Cabinet 72Wx14Dx14H, No Brackets 2 - CASE: Flint U - FRONT: Light Metallic Grey L - OPT: Lock
137	4	RT1F48	Task Light, Reuter Storage 48Wx4D, Shlf/Ovrhd-32 Watt L - CORD: Left 2 - PAINT: Flint -- OPT: No Selection


(continued)

Item	Qty	Catalog No	Description
138	3	RT1F48	Task Light, Reuter Storage 48Wx4D, Shlf/Ovrhd-32 Watt R - CORD: Right 2 - PAINT: Flint ~ - OPT: No Selection
139	2	9185B	9000 Lateral File 5 Drawer 64-1/4H 36W w/o Posting Shelf ? -

**STATE OF FLORIDA  
FINANCING STATEMENT**

**UNIFORM COMMERCIAL CODE** **FORM UCC-1 (REV. 1993)**

THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code;

1. Debtor (Last Name First if an Individual) iviewit Holdings, Inc.		1a. Date of Birth or FE# 65-0931236	
1b. Mailing Address 2255 Glades Road, Suite 337W		1c. City, State Boca Raton, FL	1d. Zip Code 33431
2. Additional Debtor or Trade Name (Last Name First if an Individual)		2a. Date of Birth or FE#	
2b. Mailing Address		2c. City, State	2d. Zip Code
3. Secured Party (Last Name First if an Individual) Joan Stark			
3a. Mailing Address 7161 Lions Head Lane		3b. City, State Boca Raton, FL	3c. Zip Code 33496
4. Additional Secured Party (Last Name First if an Individual)			
4a. Mailing Address		4b. City, State	4c. Zip Code
5. This Financing Statement covers the following types or items or property (include description of real property on which located and owner of record when required. If more space is required, attach additional sheet(s)).  All of Debtor's right, title and interest into each item of collateral described on Schedule I hereto and incorporated herein by reference.			
6. Check only of Applicable: <input type="checkbox"/> Products of collateral are also covered. <input checked="" type="checkbox"/> Proceeds of collateral are also covered. <input type="checkbox"/> Debtor is transmitting utility.			
7. Check appropriate box: (One box must be marked) <input checked="" type="checkbox"/> All documentary stamp taxes due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid. <input type="checkbox"/> Florida Documentary Stamp Tax is not required.			
8. In accordance with s. 679.402(2), F.S., this statement is filed without the Debtor's signature to perfect a security interest in collateral: <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected. <input type="checkbox"/> as to which the filing has lapsed. Date filed _____ and previous UCC-1 file number _____ <input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the debtor.		8. Number of additional sheets presented: <u>9</u>	
10. Signature(s) of Debtor(s) iviewit Holdings, Inc.  By:  Brian G. Utley, Pres.		<p>FILED</p> <p>FEB 18, 2000 03:22 PM</p> <p>SECRETARY OF STATE TALLAHASSEE, FLORIDA</p> <p>200000042217 TR</p>	
11. Signature(s) of Secured Party or if Assigned, by Assignee(s)  Joan Stark			
12. Return Copy to: Name: Andrew Levy, Esq. Address: Proskauer Rose LLP Address: 2255 Glades Road, Suite 340W City, State, Zip: Boca Raton, FL 33431			

FILED OFFICER/ACKNOWLEDGMENT COPY STANDARD FORM - FORM UCC-1

Ap

Y0000001349

ada

Schedule I to UCC-1 Financing Statement

The foregoing Financing Statement (to which this Schedule I is attached) is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code in effect in the jurisdiction where filed.

1. Name and Address of DEBTOR:

iviewit Holdings, Inc. (the "Debtor"), a Delaware corporation.  
2255 Glades Road, Suite 337 West  
Boca Raton, FL 33431

2. Name and Address of SECURED PARTY:

Joan Stark  
7161 Lions Head Lane  
Boca Raton, FL 33496

This Financing Statement covers a security interest in all right, title and interest in, to and arising out of the Purchase Agreement dated as of January 10, 2000 by and between the Secured Party and the Debtor with respect to the items of furniture described in Exhibit A hereto, all proceeds thereof (including insurance and requisition proceeds) and all other income and revenue therefrom (the "Collateral").

## EXHIBIT A

## Description of Items of Furniture

Item	Qty	Catalog No	Description
1	1	P3-CL52	Propeller Rounded Rect 2 Piece 120Wx60Dx28-1/2H K - VEN: Maple -- VEN: Same as Top A - GROM: One, left V - FIN: Dark Metallic Grey
2	1	P5-29	Six Position Credenza, BF/BF/DD/BF/BF K - VEN: Maple V - FIN: Dark Metallic Grey
3	10	2091	Black Leather High Back executive chairs-swivel/tilt ? - ? -
4	1	2091	Exec., High-Back, Swivel, Tilt Pneumatic, Arms ? - ? -
5	2	28A-1-FD5G	*SoHo Arm Chair, Dk Grey Uph Seat and Back E - CAS: 2" Dual Hooded Nylon K189/ - TEX: Aero Stripe (Seat) 5 - COL: Papaya (Seat) 5 - COL: Papaya (Back)
6	1	AB1CL24L	C-Leg 24D, Left 2 - PAINT: Flint G - OPT: All Glides
7	1	AB1CL24R	C-Leg 24D, Right 2 - PAINT: Flint G - OPT: All Glides
8	4	AB1I27FC	Straight Leg, Mobile 2Wx4Dx27H 2 - PAINT: Flint
9	1	AS1SPDFG	Floorstanding Pedestal 15Wx18Dx22H, P/D/F 2 - CASE: Flint 2 - FRONT: Flint
10	1	AS1PT	Pencil Tray
11	1	AW1R7236	Shared Worksurface 72Wx36Dx1H L - LAM: Light Grey
12	1	AW1S6024	Straight Worksurface 60Wx24Dx1H L - LAM: Light Grey
13	1	LT-28-S	KEYBOARD W/MOUSEPAD
14	8	24013	Fixtures Jazz Chair translucent
15	2	14510	Table, 42SQ.
16	2	15430	Four Star 30" Saturn Base Painted Finish
17	6	12A-1-D5M	*Pollock Desk Chair w/Arms, 5-star base, ch/ss, tilt/mech E - CAS: 2" Dual Hooded Nylon -- *OPT: No Select VO/ - *LEA: Volo (U) BLK - *COL: Black
18	1	2091	Exec w/Arms, Back Adj, Dk BLACK LEATHER H - *CAS: 2" Dual Hooded Hard-Wh -- *UPH: Standard K197/ - TEX: Horizontal (B)

(continued)

Item	Qty	Catalog No	Description
			? -
19	1	RB54MF	Modesty Panel, 54Wx27H Flush, Cantilevered 2 - SURF: Veneer (V2) VC - TOP: Medium Cherry
20	2	RBF	Top to Top Bracket (2)
21	2	RBPR	Modesty Panel Offset Bracket LG - PAINT: Black
22	1	RBSP8430JB	Sng Pedestal Desk, Bowed Front 84Wx36D M - INT: Metal J - OPT: Routed Pull 2 - FIN: Veneer (V2) VC - VEN: Medium Cherry LG - GROM: Black N - OPT: No Lock Drilling
23	1	RC733G	Cabinet w/2 Files, Doors 30Wx24Dx72H 2 - SURF: Veneer (V2) VC - VEN: Medium Cherry W - INT: Wood J - OPT: Routed Pull L - OPT: Lock Hole Drilled ~ - Specify Lock Quantity (RLCB) L - OPT: Lock Hole Drilled ~ - Specify Lock Quantity (RLCB)
24	1	RCSP7224KB	Sng Pedestal Credenza 72Wx24D, Top M - INT: Metal J - OPT: Routed Pull 2 - FIN: Veneer (V2) VC - VEN: Medium Cherry LG - GROM: Black L - OPT: Lock Hole Drilled ~ - Specify Lock Quantity (RLCB)
25	1	RIB28X	X-Base, 28Wx26-1/2H P - OPT: Painted LG - PAINT: Black
26	1	LT-28-S	KEYBOARD W/MOUSEPAD
27	1	ROBH72T0	Overdesk Unit, flipper door 72Wx43-3/4Hx15D J - OPT: Routed Pull N - OPT: No Lock Drilling 2 - SURF: Veneer (V2) VC - TOP: Medium Cherry (TBA15) - FABRIC: TBA (Gr15) ~ - OPT: with Grommet (Std)
28	1	RSB542	Worksurface, Rectangular 54Wx24D F - OPT: Flush Front Grommet LG - GROM: Black 2 - TOP: Veneer (V2) VC - TOP: Medium Cherry
29	1	RTB4242	Conf Room Round Top 42Wx42D 2 - TOP: Veneer (V2) VC - TOP: Medium Cherry

(continued)

Item	Qty	Catalog No	Description
30	6	AP540	Exec., Pneumatic, Swivel Zero Knee Tilt, Arms ? - ? -
31	1	.ITA4860Z	*Bat Table, Column Base 48Wx60D CM - Clear Maple 1 - DARK grey EN - Black T1 - Black
32	2	.ITR3600W	Round Table, Four-Star Base 36D, Fixed Hgt w/Casters CM - Clear Maple 1 - DARK grey EN - Black T1 - Black
33	1	.INS6024B	Rectangular Table, C-Leg Base 60Wx23-5/8D, Fixed Hgt CM - Clear Maple 1 - DARK grey EN - Black T1 - Black
34	2	AS1SPFM	Pedestal (BBF) 16Wx23Dx26-1/2H L - SURF: Laminate LG - LAM: Black M - INT: Metal J - OPT: Routed Pull L - OPT: Lock Hole Drilled -- Specify Lock Quantity (RLCB)
35	2	CM5671	Conference chairs com fabric ? - ? -
36	1	45A1-D5M	*Sapper Coll Mgmt w/Arms, Basic Knee-tilt/Mechanical H - *CAS: 2" Dual Hooded Hard-Wh -- *UPH: Standard CD/ - LEA: Cordovan (Y) 8013 - COL: Castillo
37	3	AA1OR	Outrigger, Standard 3Wx8Dx21H 2 - PAINT: Flint
38	1	APC0972C	Cable Tray Cover 72Wx1Dx9H 2 - PAINT: Flint
39	1	APC0948S	Slatwall Cover 48Wx1Dx9H 2 - PAINT: Flint
40	1	APCAZ72H	Structural Base Cvr (pair) 72Wx1Dx16H, Perf Painted E - PAINT: Soft Grey
41	2	APCOC	Outlets Cover 12Wx1Dx9H 2 - PAINT: Flint
42	1	APF3972	Wall Frame 72Wx5Dx39H
43	1	APR724	Raceway Covers (pair) 72Wx2-1/2H, 4 Outlets Each Sid 2 - PAINT: Flint
44	1	APT72	Crown Covers (pair) 72Wx5Dx4H 2 - PAINT: Flint
45	4	APC0936F	Wall Cover, Upholstered 36Wx1Dx9H

(continued)



Item	Qty	Catalog No	Description
			35 - OPT: Fabric Group 35
46	4	AB1AC24	Adjustable Cantilever Support 3Wx20D 2 - PAINT: Flint
47	1	AB1CL30L	C-Leg 30D, Left 2 - PAINT: Flint G - OPT: All Glides
48	2	ab1127fg	C-Leg 30D, Right 2 - PAINT: Flint G - OPT: All Glides
49	1	AF4860TCM	Mobile Screen 60Wx2Dx48H, Translucent 2 - PAINT: Flint
50	2	br29	1 corner table-1 coffee table
51	2	AR1DA	Duplex Outlet Circuit A
52	2	AR1DB	Duplex Outlet Circuit B
53	2	AR1DC	Duplex Outlet Circuit C
54	2	AR1DX	Duplex Outlet Circuit X
55	1	AR1EJ6	Jumper Cable 97W, for 96" Application
56	2	AR1EOM	Desk Height Outlet Module
57	1	AR1EPC1	Base Power Connector 13W, Within a Panel
58	1	AR1EPI5	Power Infeed, Modular 85W, Desk Height Power
59	1	AS1SPDFG	Floorstanding Pedestal 15Wx18Dx22H, P/D/F 2 - CASE: Flint 2 - FRONT: Flint
60	1	A1R64RP	Rotating Door Cabinet, Right 21Wx24Dx64H, Painted Top 2 - PAINT: Flint 2 - CASE: Flint 2 - FRONT: Flint G - OPT: Glides
61	1	AW1C4872S	Corner Worksurface, Ext R 48Wx72Dx1H, 24"D Both Side L - LAM: Light Grey
62	1	AW1P8748S	P-Shape Conf Worksurface 87Wx48Dx1H, Ext Left L - LAM: Light Grey
63	1	AW1S2424	Straight Worksurface 24Wx24Dx1H L - LAM: Light Grey
64	2	AX1F48	Flat End 1Wx5Dx48H 2 - PAINT: Flint 2 - PAINT: Flint
65	1	LT-28-S	Keyboard w/ Mousepad ? -
66	2	RO1-WMF3	*Reuter Wall Mount Frames For 36 to 42W Overheads
67	2	RO1N36	Reuter Overhead Cabinet 36Wx14Dx14H, No Brackets 2 - CASE: Flint U - FRONT: Light Metallic Grey L - OPT: Lock
68	1	14-10L	3 Seater sofa-one arm w/ bolster ? -

(continued)

Item	Qty	Catalog No	Description
			? - ? -
69	1	50T2	Laccio Side Table 53-1/2Wx19Dx13-1/2H F1 - TOP: Black
70	1	80/R	Kron high back right arm chair
71	1	80/L	Kron high back left arm chair
72	1	81	kron two-seater settee high back
73	1	643TA	Risom Coffee Table, Amoeba 42Wx32Dx16H KC - FIN: Clear Maple
74	1	28A-1-FD5G	*SoHo Arm Chair, Dk Grey Uph Seat and Back E - CAS: 2" Dual Hooded Nylon K189/ - TEX: Aero Stripe (Seat) 5 - COL: Papaya (Seat) 5 - COL: Papaya (Back)
75	14	28A-1-FD5G	*SoHo Arm Chair, Dk Grey Uph Seat and Back E - CAS: 2" Dual Hooded Nylon K164/ - TEX: Honeycomb (Seat) 6 - COL: Willow (Seat) 7 - COL: Flame (Back)
76	12	4701	Exec., High-Back, Pneumatic, Swivel Zero Knee Tilt, Arms ? - ? -
77	19	AA1OR	Outrigger, Standard 3Wx8Dx21H 2 - PAINT: Flint
78	7	AA1ROUP	Reuter Overhead Brackets (2) Upmount 2 - PAINT: Flint
79	28	AB1AC24	Adjustable Cantilever Support 3Wx20D 2 - PAINT: Flint
80	28	AB1I27FC	Straight Leg, Mobile 2Wx4Dx27H 2 - PAINT: Flint
81	11	AF4860TCM	Mobile Screen 60Wx2Dx48H, Translucent 2 - PAINT: Flint
82	21	APC0948A	Wall Cover, Acoust/Tack Uph 48Wx1Dx9H, Active Surface 35 - OPT: Fabric Group 35
83	18	APC0948F	Wall Cover, Upholstered 48Wx1Dx9H 35 - OPT: Fabric Group 35
84	7	APC0948S	Slatwall Cover 48Wx1Dx9H 2 - PAINT: Flint
85	14	APC0972C	Cable Tray Cover 72Wx1Dx9H 2 - PAINT: Flint
86	13	APC0972S	Slatwall Cover 72Wx1Dx9H 2 - PAINT: Flint
87	10	APCAZ72P	Structural Base Cyr (pair) 72Wx1Dx16H, Painted 2 - PAINT: Flint
88	28	APCOC	Outlets Cover 12Wx1Dx9H 2 - PAINT: Flint
89	10	APF4872	Wall Frame 72Wx5Dx48H
<i>(continued)</i>			

Item	Qty	Catalog No	Description
90	10	APR724	Raceway Covers (pair) 72Wx2-1/2H,4 Outlets Each Sid 2 - PAINT: Flint
91	10	APT72	Crown Covers (pair) 72Wx5Dx4H 2 - PAINT: Flint
92	14	AR1DA	Duplex Outlet Circuit A
93	7	AR1DB	Duplex Outlet Circuit B
94	7	AR1DX	Duplex Outlet Circuit X
95	5	AR1EJ6	Jumper Cable 97W, for 96" Application
96	10	AR1EOM	Desk Height Outlet Module
97	5	AR1EPC1	Base Power Connector 13W, Within a Panel
98	5	AR1EPI5	Power Infeed, Modular 85W, Desk Height Power
99	2	AROF	Outlet Fillers (set of 10)
100	7	AS1SDFM	Mobile Ped w/Top & Pull 15Wx18Dx22H, D/F 2 - CASE: Flint 2 - FRONT: Flint
101	14	AS1SFFG	Floorstanding Pedestal 15Wx18Dx27H, F/F 2 - CASE: Flint 2 - FRONT: Flint
102	7	AU1272TC	Add-Up Panel 72Wx2Dx12H, Translucent
103	7	AW1F6024	Straight Worksurface 60Wx24Dx1H, Flat Front L - LAM: Light Grey
104	7	AW1R7236	Shared Worksurface 72Wx36Dx1H L - LAM: Light Grey
105	7	AW1S4824	Straight Worksurface 48Wx24Dx1H L - LAM: Light Grey
106	5	AX1C48481	T End for Currents Screen 6Wx7Dx48H, 48"Scr/48"Spine 2 - PAINT: Flint 2 - PAINT: Flint
107	5	AX1F48	Flat End 1Wx5Dx48H 2 - PAINT: Flint 2 - PAINT: Flint
108	2	D1L4872SSG	Worksurface, Curv Corner "L" 48x72x24x24, w/grommet LA - LAM: Folkstone Grey Y1 - EDGE: Pewter
109	2	D1L7248SSG	Worksurface, Curv Corner "L" 72x48x24x24, w/grommet LA - LAM: Folkstone Grey Y1 - EDGE: Pewter
110	4	D1R4824N	Worksurface, Rectangular 48Wx24D, w/o grommet LA - LAM: Folkstone Grey Y1 - EDGE: Pewter
111	2	DB1C18L	Cantilever Bracket, Left 18"D
112	2	DB1C18R	Cantilever Bracket, Right 18"D
113	4	DB1C24L	Cantilever Bracket, Left 24"D
114	4	DB1C24R	Cantilever Bracket, Right 24"D
115	4	DB1F24	Flat Bracket 24"

(continued)

Item	Qty	Catalog No	Description
116	4	DB1PWSP	Panel-to-Worksurface Bracket Pair
117	4	DB1U18	Overhead Up-Mount Brackets Left and Right Y2 - P1: Medium Grey
118	4	DE1DR1	Duplex Circuit 1
119	4	DE1DR2	Duplex Circuit 2
120	2	DE1EBI56L	Base Power Infeed, 8 Wire 56", left
121	2	DE1EPCNP	Panel Power Connector 8 Wire, 12" no post
122	4	DE1EPM36	Panel Power Module, 8 Wire 36" Panel
123	4	DL1F24N	Task Light 24"W Overhead -- *** No Selection ***
124	1	DL1TC	Cord Management Clips (pkg. of 50)
125	8	DP1A5036K	Acoustical Panel 50Hx36W, w/base knockouts (TBA20) - FABRIC: TBA (Gr20) Y1 - TRIM: Pewter
126	8	DP1A5048K	Acoustical Panel 50Hx48W, w/base knockouts (TBA20) - FABRIC: TBA (Gr20) Y1 - TRIM: Pewter
127	4	DP1PA502	Universal Post Assembly Two Way "L", 50H Y1 - TRIM: Pewter
128	2	DP1PA503	Universal Post Assembly Three Way "T", 50H Y1 - TRIM: Pewter
129	7	DP1PE50	Panel End Assembly 50H Y1 - TRIM: Pewter
130	2	DP1PWS50	Panel Wall Starter 50H
131	6	DP1TCT	Panel-to-Panel Top Cap Transition Y1 - TRIM: Pewter
132	4	DS1E36L	Overhead Cabinet w/Lock Enclosed Back, 36Wx12Dx15H Y1 - P1: Pewter Y1 - TRIM: Pewter
133	4	DS1PFL18A	Freestanding Pedestal, 6/6/12 15Wx18D, w/Lock Y1 - P1: Pewter Y1 - PULL: Pewter Y3 - TRIM: Dark Grey
134	4	DS1PFL24B	Freestanding Pedestal, 12/12 15Wx24D, w/Lock Y1 - P1: Pewter Y1 - PULL: Pewter Y3 - TRIM: Dark Grey
135	11	LT-28-S	KEYBOARD W/ MOUSEPAD
136	7	RO1N72	Reuter Overhead Cabinet 72Wx14Dx14H, No Brackets 2 - CASE: Flint U - FRONT: Light Metallic Grey L - OPT: Lock
137	4	RT1F48	Task Light, Reuter Storage 48Wx4D, Shlf/Ovrhd-32 Watt L - CORD: Left 2 - PAINT: Flint -- OPT: No Selection

(continued)

Item	Qty	Catalog No	Description
138	3	RT1F48	Task Light, Reuter Storage 48Wx4D, Shlf/Ovrhd-32 Watt R - CORD: Right 2 - PAINT: Flint ~ - OPT: No Selection
139	2	9185B	9000 Lateral File 5 Drawer 64-1/4H 36W w/o Posting Shelf ? -

iviewit Technologies Inc

f/k/a iviewit Holdings  
Inc.

f/k/a iviewit LLC

*iviewit Technologies, Inc.*

Prepared By Client Request Schedule

A: 12/31/99

Received

1. Balance sheet as of December 31, 1999 \_\_\_\_\_
2. Statement of operations from inception to December 31, 1999 \_\_\_\_\_
3. Rollforward of equity from inception to December 31, 1999 \_\_\_\_\_
4. Summary G/L list or trial balance \_\_\_\_\_
5. Listing of related party transactions \_\_\_\_\_
6. Copies of incorporation documents \_\_\_\_\_
7. Copies of all significant agreements including but not limited to employment, supplier and leases \_\_\_\_\_
8. Company's business plan, budgets, forecasts \_\_\_\_\_
9. Reconciliations for all bank cash accounts including yearend bank statements, detail of outstanding check list, deposits in transit and other reconciling items \_\_\_\_\_
10. Preparation of cash confirmations for all bank accounts (we will provide you blank forms) \_\_\_\_\_
11. Rollforward of fixed assets and related accumulated depreciation. Brief memo describing the Company's policies with respect to useful lives, method of depreciation, minimum \$ threshold for capitalization, etc. \_\_\_\_\_
12. Rollforward of loan receivable \_\_\_\_\_
13. Preparation of loan receivable confirmation (we will provide you template) \_\_\_\_\_
14. Accounts payable aged trial balance detailed by vendor including any reconciliation necessary to agree with general ledger \_\_\_\_\_
15. Detail of accrued expenses \_\_\_\_\_
17. Cash disbursement journal from 1/1/00 through date of first day of fieldwork. Provide invoices, check copies and other supporting documents for all disbursements greater than/ equal to \$2,000. \_\_\_\_\_
18. Detail of legal expenses and any other significant expenses, listing and description of any litigation, claims, assessments \_\_\_\_\_
19. Preparation of legal confirmations (we will provide you template) \_\_\_\_\_
20. Preparation of debt confirmations (we will provide you template) \_\_\_\_\_
21. Copies of all loan agreements and documentation of compliance with covenants \_\_\_\_\_

22. Statement of cash flows including amount of interest paid and income taxes paid (if any) \_\_\_\_\_
23. Minutes from Board of Directors meetings including meetings held since inception \_\_\_\_\_
24. Preparation of Minute Representation Letter (note: we will provide you template) \_\_\_\_\_
25. Schedule of future minimum lease payments under capital leases (if applicable) \_\_\_\_\_
26. Schedule of future maturities of long term debt \_\_\_\_\_
27. Schedule of minimum annual commitments under operating \_\_\_\_\_
28. Preparation of General Representation Letter (we will provide you template) \_\_\_\_\_
29. Preparation of the first draft of financial statements, including balance sheet, statement of operations, statement of stockholders' equity, cash flows, description/nature of company, company's accounting practices and policies, etc. \_\_\_\_\_

30. Organization chart w/ Job Descriptions



03/21/00

**Iviewit Technologies, Inc.**  
**Balance Sheet**  
 As of December 31, 1999

	<u>Dec 31, '99</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1010 · Checking LLC- First Union	15.25
<b>Total Checking/Savings</b>	<u>15.25</u>
<b>Other Current Assets</b>	
1300 · Stock Subscription Receivable	1,250.00
<b>Total Other Current Assets</b>	<u>1,250.00</u>
<b>Total Current Assets</b>	1,265.25
<b>Other Assets</b>	
1400 · Patent	37,761.02
1600 · Note Rec. - iviewit.com, Inc.	500,000.00
1800 · Investment in Sub - iviewit.com	875.00
<b>Total Other Assets</b>	<u>538,636.02</u>
<b>TOTAL ASSETS</b>	<b><u>539,901.27</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
2600 · Loan Payable	200.00
<b>Total Other Current Liabilities</b>	<u>200.00</u>
<b>Total Current Liabilities</b>	200.00
<b>Long Term Liabilities</b>	
2700 · Loan Payable - iviewit.com, Inc	24,261.02
<b>Total Long Term Liabilities</b>	<u>24,261.02</u>
<b>Total Liabilities</b>	24,461.02
<b>Equity</b>	
3300 · Capital Stock (\$.01 par value)	601.34
3310 · Additional Paid in Capital	515,030.16
Net Income	-191.25
<b>Total Equity</b>	<u>515,440.25</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>539,901.27</u></b>

03/21/00

**Iviewit Technologies, Inc.**  
**Profit and Loss**  
**January through December 1999**

	<u>Jan - Dec '99</u>
<b>Income</b>	0.00
<b>Expense</b>	
<b>6010 - Bank Charges</b>	<u>191.25</u>
<b>Total Expense</b>	<u>191.25</u>
<b>Net Income</b>	<u><u>-191.25</u></u>

**Iviewit Technologies, Inc.**  
**Equity Calculation**  
**2/29/2000**

**DATA:**

<u>Shareholders</u>	<u>Contributions (\$)</u>	<u>Subscription Receivable</u>	<u>Shares</u>	
			<u>Class A</u>	<u>Class B</u>
iviewit Holdings, Inc.	\$ 13,131.50		57,714	
Proskauer Rose	625.00			1,250
New Media	625.00			1,250
Zach		625.00		1,250
Jude		625.00		1,250
	<u>14,381.50</u>	<u>1,250.00</u>	<u>57,714.0</u>	<u>5,000</u>
<b>TOTAL</b>		<b><u>\$ 15,631.50</u></b>		<b><u>62,714.0</u></b>

**CALCULATIONS:**

Common Stock (\$.01 par)	=	62,714.00	x	0.01	=	\$ 627.14
Additional Paid in Capital	=	\$ 15,631.50	-	627	=	\$ 15,004.36
<b>Total Stockholders' Equity</b>						<b><u>\$ 15,631.50</u></b>

Tech

91.25

PER SHARE

133244

**Iviewit Technologies, Inc.**  
**Equity Calculation**  
**1/10/2000**

**DATA:**

Shareholders	Contributions (\$)	Subscription Receivable	Shares	
			Class A	Class B
iviewit Holdings, Inc.	\$ 13,131.50		55,134	
Proskauer Rose	625.00			1,250
New Media	625.00			1,250
Zach		625.00		1,250
Jude		625.00		1,250
	14,381.50	1,250.00	55,133.8	5,000
<b>TOTAL</b>		<b>\$ 15,631.50</b>		<b>60,133.8</b>

**CALCULATIONS:**

Common Stock (\$.01 par)	=	60,133.80	x	0.01	=	\$ 601.34
Additional Paid in Capital	=	\$ 15,631.50	-	601	=	\$ 15,030.16
<b>Total Stockholders' Equity</b>						<b>\$ 15,631.50</b>

10: DIII  
999-8810

**Iviewit Technologies, Inc.  
Equity Calculation  
12/31/1999**

**DATA:**

Shareholders	Contributions (\$)	Subscription Receivable	Shares	
			Class A	Class B
iviewit Holdings, Inc.	\$ 13,131.50		52,127	
Proskauer Rose	625.00			1,250
New Media	625.00			1,250
Investech Holdings LLC	500,000.00			3,007
Zach		625.00		1,250
Jude		625.00		1,250
	<u>514,381.50</u>	<u>1,250.00</u>	<u>52,126.8</u>	<u>8,007</u>
<b>TOTAL</b>		<b><u>\$ 515,631.50</u></b>		<b><u>60,133.8</u></b>

**CALCULATIONS:**

Common Stock (\$.01 par)	=	60,133.80	x	0.01	=	\$ 601.34
Additional Paid in Capital	=	\$ 515,631.50	-	601	=	\$ 515,030.16
<b>Total Stockholders' Equity</b>						<b><u>\$ 515,631.50</u></b>

Capitalization of iviewit LLC on a  
Fully-Diluted Post-Closing Basis

<b>Member</b>	<b>Number of Units</b>
New Media Holdings, Inc. (1)	12,500 Class B
Jude Rosario (1)	12,500 Class B
Proskauer Rose LLP (1)	12,500 Class B
iviewit Holdings, Inc.	521,268 Class A
Zakirul Shirajee (1)	12,500 Class B
INVESTTECH Holdings L.L.C.	30,067 Class A

(1) iviewit LLC and the Class A Members have the right of first refusal to purchase the units (pursuant to ARTICLE IV, Section 4.03 of the iviewit LLC Limited Liability Company Agreement, a copy of which has been provided to Holland & Knight, counsel to the Investor).

**Total Outstanding: 601,355 Membership Units, consisting of  
551,335 Class A Units  
50,000 Class B Units**

Capitalization of iviewit Technologies, Inc.  
on a Fully-Diluted Post-Closing Basis

Stockholder	Number and Class of Shares
iviewit Holdings, Inc.	60,486 Class A Voting (1)
New Media Holdings, Inc.	1,250 Class B Non-Voting Common
Proskauer Rose LLP	1,250 Class B Non-Voting Common
Zakirul Shirajee	1,250 Class B Non-Voting Common
Jude Rosario	1,250 Class B Non-Voting Common

(1) This number is subject to adjustment in the same manner as described in the Notes to the prior table.

**iviewit Technologies, Inc. Capitalization on a Fully-Diluted Post-Closing Basis**

<b>Total Class A common stock issued and outstanding:</b>	<b>60,486</b>
<b>Total Class B common stock issued and outstanding:</b>	<b>5,000</b>
<b>Total Class A and B common stock issued and outstanding:</b>	<b>65,486</b>

**iviewit LLC**  
**Equity Calculation**  
**6/11/1999**

**DATA:**

<u>Shareholders</u>	<u>Contributions (\$)</u>	<u>Subscription Receivable</u>	<u>Number of Interests</u>
uvview.com, Inc.	\$ 13,131.50		5
Proskauer Rose	625.00		12,500
New Media	625.00		12,500
Zach		625.00	12,500
Jude		625.00	12,500
	<u>14,381.50</u>	<u>1,250.00</u>	<u>50,005</u>
<b>TOTAL</b>		<b><u>\$ 15,631.50</u></b>	<b><u>50,005</u></b>



## ORGANIZATIONAL MEETING

### WRITTEN ACTION OF THE VOTING MEMBERS AND THE MANAGERS OF iviewit LLC

The undersigned, being all of the voting Members ("Members") and Managers of iviewit LLC, a Delaware limited liability company (the "Company"), hereby take the following written actions in lieu of holding a meeting regarding same:

1. CERTIFICATE OF FORMATION: The Company's Certificate of Formation was sent to the Secretary of State of the State of Delaware for filing and the Company's existence began on June 11, 1999. The Secretary of this Company is directed to file a certified copy thereof, together with the letter from the Secretary of State acknowledging receipt and filing of such Certificate and full payment of all charter fees and all other monies due the State of Delaware, with these minutes once the same are received from the Secretary of State.

2. LIMITED LIABILITY COMPANY AGREEMENT: RESOLVED, that the officers of the Company are hereby authorized and directed to execute and deliver the Limited Liability Company Agreement for the Company, to be dated as of June 11, 1999, substantially in the form presented to the Members and the Managers and attached hereto as Exhibit "A" (the "Agreement"). The Agreement is hereby approved in all respects by the Members and the Managers. The officers are further authorized and directed to make such other changes therein and additions thereto as may be determined to be necessary or appropriate by such officer, the execution thereof to be conclusive evidence of the necessity or appropriateness thereof, and

RESOLVED, that the officers of the Company, or their respective designees, are hereby authorized and directed to take all such further actions and execute all such further agreements, instruments, certificates or documents necessary or desirable to carry out and satisfy the terms of the Agreement, including without limitation, executing and delivering all agreements and instruments set forth as exhibits to the Agreement. The officers are further authorized and directed to make such changes and additions to such agreements, instruments, applications and documents as may be determined to be necessary or appropriate by such officer. The taking of such actions or the execution of such instruments, certificates or documents shall be conclusive evidence of the necessity or appropriateness thereof.

3. OFFICERS: RESOLVED, that the following individual be and he is hereby elected by the Managers to the offices set forth opposite his name, to serve until his successor is duly elected, qualified and seated:

<u>Name</u>	<u>Office</u>
Eliot I. Bernstein	Chairman/President/ Vice President/Secretary/Treasurer

4. MANAGERS: RESOLVED, that the Company shall be managed by a managing board initially consisting of the following two (2) Managers, and such persons shall continue to serve as such until the next annual meeting of the Members or until their successors are duly elected and qualified:

<u>Name</u>
Eliot I. Bernstein
Simon L. Bernstein

4. REGISTERED OFFICE: RESOLVED, that the registered office and registered agent of the Company, initially fixed by the terms of the Company's Certificate of Formation, be retained pending further action by the Managers.

5. DEPOSITORY: RESOLVED, that First Union is selected as the depository of the funds of the Company, and the printed resolutions supplied by that Bank, as attached hereto, are deemed resolutions of this Company duly adopted by the Managers.

6. AUTHORITY TO DO BUSINESS: RESOLVED, that for the purpose of authorizing the Company to do business in any state, territory or dependency of the United States, or any foreign country in which it is necessary or expedient for the Company to transact business, the proper officers of this Company are hereby authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change location of all necessary statutory offices and, under the corporate seal, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country, to authorize the Company to transact business therein and whenever it is expedient for the Company to cease doing business therein and withdraw therefrom, to revoke any appointment or surrender any authority as may be necessary to terminate the authority of the Company to do business in any such state, territory, dependency or country.

7. PAYMENT OF FEES: RESOLVED, that the Treasurer be and he is hereby authorized to pay all fees and expenses incident to and necessary for the organization of the Company.

8. MEMBERS: RESOLVED, that the appropriate officers of the Company be and are hereby instructed to execute, issue and deliver certificates for membership interests of the Company in the following amounts and to the following parties, whom shall be admitted as Class A or Class B Members (as indicated below), upon receipt of the following consideration:

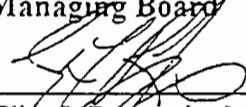
<u>MEMBER</u>	<u>NUMBER OF INTERESTS</u>	<u>CLASS</u>	<u>CONSIDERATION</u>
uview.com, I	5	A	*patent/\$25,206.50
Proskauer Rose LLP	12,500	B	\$ 625.00
Jude Rosario	12,500	B	\$ 625.00
Zakirul Shirajee	12,500	B	\$ 625.00
Armstrong, Hirsch, Jackoway, Tyerman & Wertheiner	12,500	B	\$ 625.00

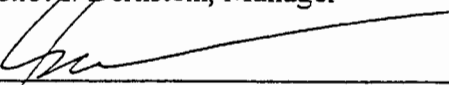
\* No cash consideration due. The consideration shall consist of the contribution by Eliot Bernstein of the rights under various patent pending applications.

9. ORGANIZATIONAL EXPENSES: RESOLVED, that, effective for the Company's first taxable year, the Company adopt a system of amortizing ratably over a period of sixty (60) months all organizational expenditures which can be so treated under the Internal Revenue Code of 1986, as amended (the "Code").

DATED AS OF: June 11, 1999.

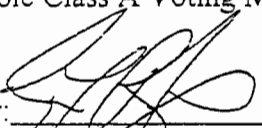
**Managing Board**

  
\_\_\_\_\_  
Eliot I. Bernstein, Manager

  
\_\_\_\_\_  
Simon L. Bernstein, Manager

**Members**

uview.com, Inc.  
(Sole Class A Voting Member)

By:   
\_\_\_\_\_  
Eliot I. Bernstein, President

**Iviewit Technologies, Inc.**  
**Trial Balance**  
 As of December 31, 1999

	Dec 31, '99	
	Debit	Credit
1010 · Checking LLC - First Union	15.25	
1300 · Stock Subscription Receivable	1,250.00	
1400 · Patent	37,761.02	
1600 · Loan Rec. - iviewit.com, Inc.	0.00	
1600 · Note Rec. - iviewit.com, Inc.	500,000.00	
1800 · Investment in Sub - iviewit.com	875.00	
2600 · Loan Payable		200.00
2700 · Loan Payable - iviewit.com, Inc		24,261.02
3300 · Capital Stock (\$.01 par value)		601.34
3310 · Additional Paid in Capital		515,030.16
6010 · Bank Charges	191.25	
<b>TOTAL</b>	<b><u>640,092.62</u></b>	<b><u>640,092.62</u></b>

**Iviewit Technologies, Inc.**  
**General Ledger**  
**As of December 31, 1999**

03/27/00

Type	Date	Num	Name	Memo	Split	Amount	Balance	
<b>1010 · Checking LLC- First Union</b>								
Transfer	8/9/1999				2600 · Loan Payable	200.00	0.00	
Transfer	8/9/1999			Proskauer Rose & Armstrong, Hirsh, Et Al	3300 · Capital Stock (\$0...	1,250.00	200.00	
Transfer	8/9/1999			Uview	3300 · Capital Stock (\$0...	12,256.50	1,450.00	
Check	8/16/1999	1001	iviewit.com	VOID:	1800 · Investment in Sub...	0.00	13,706.50	
Check	8/17/1999	1002	iviewit.com		1500 · Loan Rec. - iviewit...	-13,500.00	13,706.50	
Check	8/31/1999		First Union		6010 · Bank Charges	-159.37	206.50	
Check	10/14/1999			Service Charge	6010 · Bank Charges	31.21	47.13	
Check	11/12/1999			Service Charge	6010 · Bank Charges	-15.92	31.21	
Deposit	12/10/1999			Service Charge Reversal	6010 · Bank Charges	15.94	15.27	
Check	12/12/1999			Service Charge	6010 · Bank Charges	-15.96	31.21	
Total 1010 · Checking LLC- First Union							15.25	15.25
<b>1020 · Checking Tech. - First Union</b>								
Total 1020 · Checking Tech. - First Union							0.00	0.00
<b>1300 · Stock Subscription Receivable</b>								
General ...	12/31/1999	1		Record Zach & Jude's Stock	-SPLIT-	1,250.00	0.00	
Total 1300 · Stock Subscription Receivable							1,250.00	1,250.00
<b>1400 · Patent</b>								
General ...	12/31/1999	2		To record capitalized patent exp. paid by i...	-SPLIT-	37,761.02	0.00	
Total 1400 · Patent							37,761.02	37,761.02
<b>1600 · Loan Rec. - iviewit.com, Inc.</b>								
Check	8/17/1999	1002			1010 · Checking LLC- Fir...	13,500.00	0.00	
General ...	10/29/1999	1	iviewit.com	To record additional equity deposited dire...	3300 · Capital Stock (\$0...	875.00	13,500.00	
General ...	12/31/1999	2		To record capitalized patent exp. paid by i...	1400 · Patent	-13,500.00	14,375.00	
General ...	12/31/1999	3		To properly classify investment	1800 · Investment in Sub...	-875.00	875.00	
Total 1600 · Loan Rec. - iviewit.com, Inc.							0.00	0.00
<b>1600 · Note Rec. - iviewit.com, Inc.</b>								
General ...	10/29/1999			to reflect contribution for stock & loan to iv...	3310 · Additional Paid in ...	500,000.00	0.00	
Total 1600 · Note Rec. - iviewit.com, Inc.							500,000.00	500,000.00
<b>1800 · Investment in Sub - iviewit.com</b>								
Check	8/16/1999	1001		VOID:	1010 · Checking LLC- Fir...	0.00	0.00	
General ...	12/31/1999	3	iviewit.com	To properly classify investment	1500 · Loan Rec. - iviewit...	875.00	0.00	
Total 1800 · Investment in Sub - iviewit.com							875.00	875.00
<b>2600 · Loan Payable</b>								
Transfer	8/9/1999				1010 · Checking LLC- Fir...	-200.00	0.00	
Total 2600 · Loan Payable							-200.00	-200.00

**Ivewit Technologies, Inc.**  
**General Ledger**  
**As of December 31, 1999**

03/27/00

Type	Date	Numb	Name	Memo	Split	Amount	Balance
<b>2700 · Loan Payable - ivewit.com, Inc</b>							
General ...	12/31/1999	2		To record capitalized patent exp. paid by l...	1400 · Patent	-24,261.02	0.00
Total 2700 · Loan Payable - ivewit.com, Inc						-24,261.02	-24,261.02
<b>3000 · Opening Bal Equity</b>							
Total 3000 · Opening Bal Equity							0.00
<b>3300 · Capital Stock (\$0.01 par value)</b>							
Transfer	8/9/1999			Proskauer Rose & Armstrong, Hlrsh, Et Al	1010 · Checking LLC- Fir...	-1,250.00	0.00
Transfer	8/9/1999			Uvview	1010 · Checking LLC- Fir...	-12,256.50	-1,250.00
General ...	10/29/1999	1		To record additional equity deposited dire...	1500 · Loan Rec. - ivewit...	-875.00	-13,506.50
Transfer	12/31/1999			To adjust to reflect par value	3310 · Additional Paid in ...	14,237.68	-14,381.50
General ...	12/31/1999	1		Record Zach & Jude's Stock	1300 · Stock Subscription ...	-25.00	-143.82
General ...	12/31/1999	AJE1		to adjust to correct balance (see W/P)	3310 · Additional Paid in ...	-432.52	-168.82
Total 3300 · Capital Stock (\$0.01 par value)						-601.34	-601.34
<b>3310 · Additional Paid in Capital</b>							
General ...	10/29/1999			to reflect contribution for stock & loan to iv...	1600 · Note Rec. - ivewit...	-500,000.00	0.00
Transfer	12/31/1999				3300 · Capital Stock (\$0.0...	-14,237.68	-500,000.00
General ...	12/31/1999	1		Record Zach & Jude's Stock	1300 · Stock Subscription ...	-1,225.00	-514,237.68
General ...	12/31/1999	AJE1		To correct balance (see W/P)	3300 · Capital Stock (\$0.0...	432.52	-515,462.68
Total 3310 · Additional Paid in Capital						-515,030.16	-515,030.16
<b>3900 · Retained Earnings</b>							
Total 3900 · Retained Earnings							0.00
<b>6010 · Bank Charges</b>							
Check	8/31/1999				1010 · Checking LLC- Fir...	159.37	0.00
Check	10/14/1999				1010 · Checking LLC- Fir...	15.92	159.37
Check	11/12/1999				1010 · Checking LLC- Fir...	15.94	175.29
Deposit	12/10/1999				1010 · Checking LLC- Fir...	-15.94	191.23
Check	12/12/1999				1010 · Checking LLC- Fir...	15.96	175.29
Total 6010 · Bank Charges						191.25	191.25
<b>No acct</b>							
Total no acct							0.00
<b>TOTAL</b>						<b>0.00</b>	<b>0.00</b>

A. Articles of Incorporation and all amendments thereto.



State of Delaware  
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "IVIEWIT HOLDINGS, INC.", CHANGING ITS NAME FROM "IVIEWIT HOLDINGS, INC." TO "IVIEWIT TECHNOLOGIES, INC.", FILED IN THIS OFFICE ON THE TWELFTH DAY OF JANUARY, A.D. 2000, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



*Edward J. Freel*

Edward J. Freel, Secretary of State

3151457 8100

001017241

AUTHENTICATION: 0194838

DATE: 01-12-00

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09:00 AM 01/12/2000  
001017241 - 3151457

CERTIFICATE OF AMENDMENT  
TO  
CERTIFICATE OF INCORPORATION  
OF  
iviewit Holdings, Inc.

iviewit Holdings, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by unanimous written consent, adopted the following resolution:

RESOLVED, that the Certificate of Incorporation of the corporation be amended by changing Article First so that, as amended, said Article shall be and read as follows:

"FIRST: The name of the Corporation is:

iviewit Technologies, Inc."

SECOND: That the said amendment has been consented to and authorized by a majority of the Class A Stockholders by a written consent given in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed by its President this 11<sup>th</sup> day of January 2000.

iviewit Holdings, Inc.

By:   
Brian G. Utley, President

*State of Delaware*  
*Office of the Secretary of State*      PAGE 1

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "IVIEWIT HOLDINGS, INC.", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF DECEMBER, A.D. 1999, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



A handwritten signature in cursive script, reading "Edward J. Freel".

---

Edward J. Freel, Secretary of State

3151457 8100

AUTHENTICATION: 0171452

991567751

DATE: 12-30-99

## CERTIFICATE OF INCORPORATION

OF

iviewit Holdings, Inc.

I, the undersigned, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the General Corporation Law of the State of Delaware, do hereby certify as follows:

**FIRST:** The name of the Corporation is:

iviewit Holdings, Inc.

**SECOND:** Its registered office in the State of Delaware is to be located at 30 Old Rudnick Lane, in the City of Dover, County of Kent. The Registered Agent in charge thereof is CorpAmerica, Inc., 30 Old Rudnick Lane, Dover, Delaware, 19901.

**THIRD:** The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

**FOURTH:** The total number of shares of stock which the Corporation shall have authority to issue is 700,000 shares, of which 200,000 shares shall be Class A Voting Common Stock having a par value of \$.01 per share (the "Class A Common Stock"), 400,000 shares shall be Class B Non-Voting Common Stock having a par value of \$.01 per share (the "Class B Common Stock") and 100,000 shares shall be Preferred Stock having a par value of \$.01 per share (the "Preferred Stock"). Except as set forth in this Article FOURTH, the Class A Common Stock and the Class B Common Stock shall have the same rights and privileges and shall rank equally, share ratably and be identical in all respects as to all matters.

(1) Dividends, Combinations, Subdivisions and Mergers. Subject to any preferential or other rights granted to the holders of any series of Preferred Stock, holders of Class A Common Stock and Class B Common Stock shall be entitled to receive such dividends and distributions, payable in cash or otherwise, as may be declared thereon by the Board of Directors from time to time out of assets or funds of the Corporation legally available therefor, provided that all such dividends and distributions shall be paid or made in equal amounts, share for share, to the holders of Class A Common Stock and Class B Common Stock as a single class.

In the case the Corporation shall at anytime: (a) declare a dividend on the Corporation's Class A Common Stock payable in shares of Class A Common Stock, (b) subdivide the outstanding shares of Class A Common

Stock into a greater number of shares, (c) combine the outstanding shares of Class A Common Stock into a smaller number of shares, (d) make a distribution on Class A Common Stock in shares of its capital stock other than Class A Common Stock, or (e) issue any shares of its capital stock in a reclassification of Class A Common Stock (including any such reclassification in connection with a consolidation or merger in which the Corporation is the continuing corporation), then as promptly as practicable after any of such events the outstanding shares of the Class B Common Stock shall be likewise proportionately and on the same per share basis be adjusted or affected, except that in the event any dividend on the Class A Common Stock shall be declared in shares of Class A Common Stock, such dividends shall be declared at the same rate per share on the Class B Common Stock, but the dividend payable on Class B Common Stock shall be payable in shares of Class B Common Stock.

(2) Rights on Liquidation. Subject to any preferential or other rights granted to the holders of any series of Preferred Stock, in the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the assets of the Corporation available for distribution to stockholders shall be distributed in equal amounts per share to the holders of the Class A Common Stock and the Class B Common Stock. For purposes of this paragraph, a consolidation or merger of the Corporation with any other corporation, or the sale, transfer or lease by the Corporation of all or substantially all of its assets, shall not constitute or be deemed a liquidation, dissolution or winding up of the Corporation.

(3) Voting. Subject to the voting powers, if any, granted to the holders of any series of Preferred Stock, and except as otherwise required by law, the Class A Common Stock shall have the exclusive right to vote for the election of directors and for all other purposes and each holder of Class A Common Stock shall be entitled to one vote for each share of Class A Common Stock held. Except as otherwise required by law, the Class B Common Stock shall have no voting rights on any matter.

(4) Conversion of Class B Common Stock. Each share of the Class B Common Stock shall be automatically converted upon the date that any Registration Statement (as defined) filed by the Corporation with the Securities and Exchange Commission relating to an initial public offering of shares of Class A Common Stock is declared effective, without further action by the holder thereof, into fully paid and non-assessable shares of the Corporation's Class A Common Stock, at the conversion ratio of one share of Class B Common Stock for each share of Class A Common Stock. "Registration Statement" means a registration statement filed by the

Corporation with the Securities and Exchange Commission for a public offering and sale of securities of the Corporation (other than a registration statement on Form S-4 or Form S-8, or their successors, or any other form for a limited purpose, or any registration statement covering only securities proposed to be issued in exchange for securities or assets of another corporation).

(i) If the shares of Class B Common Stock are automatically converted, written notice shall be delivered to the holders of the Class B Common Stock at the address last shown on the records of the Corporation for the holder or given by such holders to the Corporation for the purpose of notice or, if no such address appears or is given, at the place where the principal executive office of the Corporation is located, notifying the holder of the conversion to be effected, specifying the date on which such conversion occurred and calling upon such holders to surrender to the Corporation, in the manner and at the place designated, the certificate(s) representing shares of the Class B Common Stock. Notwithstanding any failure by holders to deliver such certificates, after the conversion date all such certificates shall be deemed to represent the appropriate number of shares of Class A Common Stock.

(ii) The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of effecting the conversion of the Class B Common Stock, the full number of shares of Class A Common Stock then deliverable upon the conversion or exchange of all shares of the Class B Common Stock at the time outstanding. If at any time the number of authorized but unissued shares of Class A Common Stock shall not be sufficient to effect the conversion of the Class B Common Stock, the Corporation shall take such corporate action as may in the opinion of its counsel be necessary to increase its authorized but unissued Class A Common Stock to such number of shares as shall be sufficient for those purposes.

(5) Terms of Preferred Stock. The Board of Directors shall have authority to issue the Preferred Stock from time to time in one or more series and to determine in the resolution or resolutions providing for the issuance of shares of Preferred Stock in series, the following:

(i) The number of shares which will constitute such series and the designation of such series;

(ii) The voting powers, full or limited, of such series or that such series shall have no voting power;

(iii) The rate of dividends payable on such series, the time or times when such dividends will be payable, the preference to, or any relation to, the payment of dividends to any other class or series of stock and whether the dividends will be cumulative or non-cumulative;

(iv) Whether the shares of such series shall be redeemable and, if redeemable, whether such shares shall be redeemable at the option of the Corporation or the holder of such shares or upon the happening of a specified event, the rate or rates or the price or prices at which a redemption shall take place with such adjustment as shall be provided and any other terms or conditions of any redemption;

(v) Whether there shall be a sinking or similar fund for the redemption or purchase of shares and, if so, the terms and provisions which will govern such fund;

(vi) The rights of the holders of shares upon the liquidation, dissolution or any distribution of the assets of the Corporation;

(vii) The rights, if any, of holders of shares, to convert such shares into, or to exchange such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the Corporation, the price or prices or rate or rates of exchange with such adjustments as shall be provided at which such shares shall be convertible or exchangeable, whether such rights of conversion or exchange shall be exercisable at the option of the holder of the shares or the Corporation or upon the happening of a specified event, and any other terms or conditions of such conversion or exchange; and

(viii) Any other preferences, powers and relative, participating, optional or other special rights, and qualifications, limitations or restrictions of such shares.

(6) Adjustment of Authorized Preferred Stock. The number of authorized shares of Preferred Stock may be increased or decreased by the affirmative vote of the holders of a majority of the stock of the Corporation that is entitled to vote without a class vote of the Preferred Stock, or any class or

series thereof, except as may be otherwise provided in the resolution or resolutions fixing the voting rights of such class or series.

(7) No Preemptive Rights. The holders of shares of Class A Common Stock, Class B Common Stock or Preferred Stock of the Corporation shall not be entitled, as a matter of right, to subscribe for or purchase any part of any new or additional issue of any stock or other securities of the Corporation."

**FIFTH:** The names and mailing addresses of the initial directors of the Corporation are:

<u>Name</u>	<u>Mailing Address</u>
Eliot I. Bernstein	2255 Glades Road, Suite 337W Boca Raton, FL 33431
Simon L. Bernstein	2255 Glades Road, Suite 337W Boca Raton, FL 33431
Brian G. Utley	2255 Glades Road, Suite 337W Boca Raton, FL 33431
Gerald R. Lewin	2255 Glades Road Suite 337W Boca Raton, FL 33431

**SIXTH:** The name and the mailing address of the sole incorporator is:

<u>Name</u>	<u>Mailing Address</u>
Brian G. Utley	2255 Glades Road Suite 337W Boca Raton, FL 33431

**SEVENTH:** The number of directors of the Corporation shall be the number from time to time fixed by, or in the manner provided in, the bylaws of the Corporation. Elections of directors need not be by ballot unless the bylaws of the Corporation shall so provide.

**EIGHTH:** In furtherance and not in limitation of the powers conferred upon the Board of Directors by law, the Board of Directors shall have power to make, adopt, alter, amend and repeal



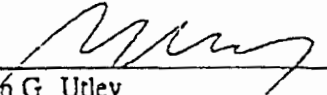
from time to time the bylaws of the Corporation, subject to the right of the stockholders entitled to vote with respect thereto to alter and repeal bylaws made by the Board of Directors.

**NINTH:** Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

**TENTH:** The Corporation reserves the right to amend, alter, change or repeal any provisions contained in this certificate, and to add or insert other provisions authorized by the laws of the State of Delaware at the time in force, in the manner now or hereafter prescribed by law, and all rights and powers conferred herein on shareholders, directors and officers are granted subject to this reservation.

**ELEVENTH:** A director of this Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of Delaware or (iv) for any transaction from which the director derived an improper personal benefit. The Corporation shall, to the fullest extent permitted by Section 145 of the General Corporation Law of Delaware, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities or other matters referred to in or covered by said section and, as provided in said section, shall advance expenses, including reasonable attorneys' fees, of any and all such persons, and the indemnification and advancement of expenses provided for herein shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

IN WITNESS WHEREOF, I have hereunto set my hand this 28<sup>th</sup> day of December, 1999.

  
\_\_\_\_\_  
Brian G. Utley  
Sole Incorporator

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF LIMITED LIABILITY COMPANY OF "IVIEWIT LLC", FILED IN THIS OFFICE ON THE ELEVENTH DAY OF JUNE, A.D. 1999, AT 9 O'CLOCK A.M.



*Edward J. Freel*

Edward J. Freel, Secretary of State

3055305 8100

991236535

AUTHENTICATION: 9801213

DATE: 06-14-99

**CERTIFICATE OF FORMATION**

**OF**

**IVIEWIT LLC**

The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

FIRST: The name of the limited liability company (hereinafter called the "limited liability company") is iviewit LLC.

SECOND: The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

Executed on June 11, 1999.

/s/ Spencer Romoff  
Spencer Romoff, Authorized Person

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09:00 AM 06/11/1999  
991236535 - 3055305



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

July 6, 1999

IVIEWIT LLC  
500 S.E. MIZNER BOULEVARD, SUITE 102  
BOCA RATON, FL 33432

Qualification documents for IVIEWIT LLC were filed on July 6, 1999, and assigned document number M99000001030. Please refer to this number whenever corresponding with this office.

Your limited liability company is now qualified and authorized to transact business in Florida as of the file date.

The certification you requested is enclosed. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H99000016420.

A limited liability company annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the limited liability company address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 487-6051, the Registration and Qualification Section.

Kelley Shank  
EDP Quality Control/Scheduling Spec.  
Division of Corporations

Letter Number: 999A00035107

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

JUL 8 1999 3:45 PM

# State of Florida



## Department of State

I certify from the records of this office that IVIEWIT LLC, is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on July 6, 1999.

The document number of this limited liability company is M99000001030.

I further certify that said limited liability company has paid all fees and penalties due this office through December 31, 1999, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 999A00035107-070699-M99000001030-1/1, noted below.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Sixth day of July, 1999



CR2E022 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
ATLANTA GA 39901

DATE OF THIS NOTICE: 01-11-2000  
NUMBER OF THIS NOTICE: CP 575 G  
EMPLOYER IDENTIFICATION NUMBER: 65-0970718  
FORM: SS-4 (TELE-TIN)  
0716927575 B

*→ now Iviewit Technologies, Inc*  
IVIEWIT HOLDINGS INC  
2255 GLADES RD STE 337W  
BOCA RATON FL 33431

FOR ASSISTANCE CALL US AT:  
1-800-829-1040

OR WRITE TO THE ADDRESS  
SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN) \_\_\_\_\_

Thank you for your Tele-TIN phone call. We assigned you Employer Identification Number (EIN) 65-0970718. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Use your complete name and EIN as shown above on all federal tax forms, payments, and related correspondence. If you use any variation in your name or EIN, it may cause a delay in processing, incorrect information in your account, or cause you to be assigned more than one EIN.

Based on the information shown on your Form SS-4, you must file the following forms(s) by the date we show.

Form 1120

03/15/2001

Please file your Form by the due date shown above. If the due date above has passed and you have not yet filed, please file your Form by 01-26-2000. If we don't receive your form by that date, we will charge additional penalties and interest. We charge penalties and interest from the due date of the return until it is filed.

Your assigned tax classification is based on information obtained from your Form SS-4. It is not a legal determination of your tax classification and is not binding on the Service. If you want a determination on your tax classification, you may seek a private letter ruling from the Service under the procedures set forth in Rev. Proc. 98-01, 1998-1 I.R.B. 7 (or the superceding revenue procedure for the year at issue).

If you need help in determining what your tax year is, you can get Publication 538, Accounting Periods and Methods, at your local IRS office.

If you have any questions about the forms shown or the date they are due, you may call us at 1-800-829-1040 or write to us at the address shown above.

If you're required to deposit for employment taxes (Forms 941, 943, 940, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), we will send an initial supply of Federal Tax Deposit (FTD) coupon books within six weeks. You can use the enclosed coupons if you need to make a deposit before you receive your supply. Start your business off right - pay your taxes the easy way. Pay through the Electronic Federal Tax Payment System (EFTPS). For information about EFTPS, call 1-800-829-3676 and request Publication 966, EFTPS Answers to the Most Commonly Asked Questions.



# Commercial Checking

01 2000002782528 036 130 0 51 5,846

IVIEWIT LLC  
2255 GLADES ROAD  
SUITE 337 WEST  
BOCA RATON FL 33431

CB

## Commercial Checking

1/01/2000 thru 1/31/2000

Account number: 2000002782528

Account holder(s): IVIEWIT LLC

Taxpayer ID Number: 650928187

### Account Summary

Opening balance 1/01	\$15.25
Deposits and other credits	15.96 +
Closing balance 1/31	\$31.21

### Deposits and Other Credits

Date	Amount	Description
1/07	15.96	SERVICE CHARGE REFUND
<b>Total</b>	<b>\$15.96</b>	

### Daily Balance Summary

Dates	Amount	Dates	Amount	Dates	Amount
1/07	31.21				



# Reconciliation Report

2/13/2000

Checking - First Union account reconciled for the period ending 01/31/2000

## Cleared Transactions

Previous Balance		15.25
Cleared Checks and Payments	0 Items	0.00
Cleared Deposits and Other Credits	1 Items	15.96
Cleared Balance		31.21

## Uncleared Transactions

Uncleared Checks and Payments	0 Items	0.00
Uncleared Deposits and Other Credits	0 Items	0.00

## New Transactions

Account Balance as of 01/31/2000 (statement closing date)		31.21
New Checks and Payments	0 Items	0.00
New Deposits and Other Credits	0 Items	0.00
Ending Account Balance		31.21

## Reconciliation Report

2/13/2000

Checking - First Union account reconciled for the period ending 01/31/2000

Date	No.	Payee	Memo	Account	C	Amount
<b>Cleared Transactions:</b>						
Cleared Checks and Payments:						
Total Cleared Checks and Payments						0.00
						0 Items
Cleared Deposits and Other Credits:						
01/07/2000			Service Charge Reversal	Checking - First Union	X	15.96
Total Cleared Deposits and Other Credits						15.96
						1 Items
<b>Total Cleared Transactions</b>						<b>15.96</b>
						<b>1 Items</b>
<b>Uncleared Transactions as of 01/31/2000:</b>						
Uncleared Checks and Payments:						
Total Uncleared Checks and Payments						0.00
						0 Items
Uncleared Deposits and Other Credits:						
Total Uncleared Deposits and Other Credits						0.00
						0 Items
<b>Total Uncleared Transactions as of 01/31/2000</b>						<b>0.00</b>
						<b>0 Items</b>
<b>New Transactions:</b>						
New Checks and Payments:						
Total New Checks and Payments						0.00
						0 Items
New Deposits and Other Credits:						
Total New Deposits and Other Credits						0.00
						0 Items

# Reconciliation Report

2/13/2000

Checking - First Union account reconciled for the period ending 01/31/2000

<u>Date</u>	<u>No.</u>	<u>Payee</u>	<u>Memo</u>	<u>Account</u>	<u>C</u>	<u>Amount</u>
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**Total New Transactions**

**0 Items**

**0.00**



# Commercial Checking

01 2000002782528 036 130 0 51 5,974



IVIEWIT LLC  
 2255 GLADES ROAD  
 SUITE 337 WEST  
 BOCA RATON FL 33431

CB

## Commercial Checking

12/01/1999 thru 12/31/1999

Account number: 2000002782528  
 Account holder(s): IVIEWIT LLC  
 Taxpayer ID Number: 650928187

### Account Summary

Opening balance 12/01	\$15.27
Deposits and other credits	15.94 +
Other withdrawals and service fees	15.96 -
Closing balance 12/31	\$15.25

### Deposits and Other Credits

Date	Amount	Description
12/07	15.94	SERVICE CHARGE REFUND
<b>Total</b>	<b>\$15.94</b>	

### Other Withdrawals and Service Fees

Date	Amount	Description
12/10	15.96	COMMERCIAL SERVICE CHARGES FOR NOVEMBER 1999 - will be reversed
<b>Total</b>	<b>\$15.96</b>	

### Daily Balance Summary

Dates	Amount	Dates	Amount
12/07	31.21	12/10	15.25

12/31/99

# Reconciliation Report

1/7/2000

Checking - First Union account reconciled for the period ending 12/31/1999

## Cleared Transactions

Previous Balance		15.27
Cleared Checks and Payments	1 Items	-15.96
Cleared Deposits and Other Credits	1 Items	15.94
Cleared Balance		15.25

## Uncleared Transactions

Uncleared Checks and Payments	0 Items	0.00
Uncleared Deposits and Other Credits	0 Items	0.00

## New Transactions

Account Balance as of 12/31/1999 (statement closing date)		15.25
New Checks and Payments	0 Items	0.00
New Deposits and Other Credits	0 Items	0.00
Ending Account Balance		15.25

## Reconciliation Report

1/7/2000

Checking - First Union account reconciled for the period ending 12/31/1999

Date	No.	Payee	Memo	Account	C	Amount
<b>Cleared Transactions:</b>						
Cleared Checks and Payments:						
12/12/1999			Service Charge	Checking - First Union	X	-15.96
Total Cleared Checks and Payments				1 Items		-15.96
Cleared Deposits and Other Credits:						
12/10/1999			Service Charge Reversal	Checking - First Union	X	15.94
Total Cleared Deposits and Other Credits				1 Items		15.94
<b>Total Cleared Transactions</b>				<b>2 Items</b>		<b>-0.02</b>
<b>Uncleared Transactions as of 12/31/1999:</b>						
Uncleared Checks and Payments:						
Total Uncleared Checks and Payments				0 Items		0.00
Uncleared Deposits and Other Credits:						
Total Uncleared Deposits and Other Credits				0 Items		0.00
<b>Total Uncleared Transactions as of 12/31/1999</b>				<b>0 Items</b>		<b>0.00</b>
<b>New Transactions:</b>						
New Checks and Payments:						
Total New Checks and Payments				0 Items		0.00
New Deposits and Other Credits:						
Total New Deposits and Other Credits				0 Items		0.00

# Reconciliation Report

1/7/2000

Checking - First Union account reconciled for the period ending 12/31/1999

<u>Date</u>	<u>No.</u>	<u>Payee</u>	<u>Memo</u>	<u>Account</u>	<u>C</u>	<u>Amount</u>
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**Total New Transactions**

**0 Items**

**0.00**





Reconciliation Report

1/7/2000

Checking - First Union account reconciled for the period ending 11/30/1999

<u>Date</u>	<u>No.</u>	<u>Payee</u>	<u>Memo</u>	<u>Account</u>	<u>C</u>	<u>Amount</u>
<b>Cleared Transactions:</b>						
Cleared Checks and Payments:						
11/12/1999			Service Charge	Checking - First Union	X	-15.94
Total Cleared Checks and Payments				1 Items		-15.94
Cleared Deposits and Other Credits:						
Total Cleared Deposits and Other Credits				0 Items		0.00
<b>Total Cleared Transactions</b>				<b>1 Items</b>		<b>-15.94</b>
<b>Uncleared Transactions as of 11/30/1999:</b>						
Uncleared Checks and Payments:						
Total Uncleared Checks and Payments				0 Items		0.00
Uncleared Deposits and Other Credits:						
Total Uncleared Deposits and Other Credits				0 Items		0.00
<b>Total Uncleared Transactions as of 11/30/1999</b>				<b>0 Items</b>		<b>0.00</b>
<b>New Transactions:</b>						
New Checks and Payments:						
Total New Checks and Payments				0 Items		0.00
New Deposits and Other Credits:						
Total New Deposits and Other Credits				0 Items		0.00

# Reconciliation Report

1/7/2000

Checking - First Union account reconciled for the period ending 11/30/1999


<u>Date</u>	<u>No.</u>	<u>Payee</u>	<u>Memo</u>	<u>Account</u>	<u>C</u>	<u>Amount</u>
<b>Total New Transactions</b>				<b>0</b>	<b>Items</b>	<b>0.00</b>



# Commercial Checking

01      2000002782528   036   130      0   51      5,749                        



  
 IVIEWIT LLC  
 2255 GLADES ROAD  
 SUITE 337 WEST  
 BOCA RATON FL 33431

CB

## Commercial Checking

10/01/1999 thru 10/29/1999

Account number:      2000002782528  
 Account holder(s):    IVIEWIT LLC  
  
 Taxpayer ID Number:    650928187

### Account Summary

Opening balance 10/01	\$47.13
Other withdrawals and service fees	15.92 -
Closing balance 10/29	\$31.21

### Other Withdrawals and Service Fees

Date	Amount	Description
4	15.92	COMMERCIAL SERVICE CHARGES FOR SEPTEMBER 1999
<b>Total</b>	<b>\$15.92</b>	

### Daily Balance Summary

Dates	Amount	Dates	Amount	Dates	Amount
10/14	31.21				

10/29/99

# Reconciliation Report

1/7/2000

Checking - First Union account reconciled for the period ending 10/29/1999

## Cleared Transactions

Previous Balance		0.00
Cleared Checks and Payments	3 Items	-13,675.29
Cleared Deposits and Other Credits	3 Items	13,706.50
Cleared Balance		31.21

## Uncleared Transactions

Uncleared Checks and Payments	0 Items	0.00
Uncleared Deposits and Other Credits	0 Items	0.00

## New Transactions

Account Balance as of 10/29/1999 (statement closing date)		31.21
New Checks and Payments	0 Items	0.00
New Deposits and Other Credits	0 Items	0.00
Ending Account Balance		31.21

Reconciliation Report

1/7/2000

Checking - First Union account reconciled for the period ending 10/29/1999

<u>Date</u>	<u>No.</u>	<u>Payee</u>	<u>Memo</u>	<u>Account</u>	<u>C</u>	<u>Amount</u>
<b>Cleared Transactions:</b>						
Cleared Checks and Payments:						
08/31/1999		First Union		Checking - First Union	X	-159.37
10/14/1999			Service Charge	Checking - First Union	X	-15.92
08/17/1999	1002	iviewit.com		Checking - First Union	X	-13,500.00
Total Cleared Checks and Payments					3 Items	-13,675.29
Cleared Deposits and Other Credits:						
08/09/1999				Checking - First Union	X	200.00
08/09/1999				Checking - First Union	X	1,250.00
08/09/1999				Checking - First Union	X	12,256.50
Total Cleared Deposits and Other Credits					3 Items	13,706.50
<b>Total Cleared Transactions</b>					<b>6 Items</b>	<b>31.21</b>
<b>Uncleared Transactions as of 10/29/1999:</b>						
Uncleared Checks and Payments:						
Total Uncleared Checks and Payments					0 Items	0.00
Uncleared Deposits and Other Credits:						
Total Uncleared Deposits and Other Credits					0 Items	0.00
<b>Total Uncleared Transactions as of 10/29/1999</b>					<b>0 Items</b>	<b>0.00</b>
<b>New Transactions:</b>						
New Checks and Payments:						
Total New Checks and Payments					0 Items	0.00

# Reconciliation Report

1/7/2000

Checking - First Union account reconciled for the period ending 10/29/1999

<u>Date</u>	<u>No.</u>	<u>Payee</u>	<u>Memo</u>	<u>Account</u>	<u>C</u>	<u>Amount</u>
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New Deposits and Other Credits:

Total New Deposits and Other Credits					0 Items	0.00
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<b>Total New Transactions</b>					<b>0 Items</b>	<b>0.00</b>
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# Reconciliation Report

1/7/2000

Checking - First Union account reconciled for the period ending 11/30/1999

## Cleared Transactions

Previous Balance			31.21
Cleared Checks and Payments	1	Items	-15.94
Cleared Deposits and Other Credits	0	Items	0.00
Cleared Balance			15.27

## Uncleared Transactions

Uncleared Checks and Payments	0	Items	0.00
Uncleared Deposits and Other Credits	0	Items	0.00

## New Transactions

Account Balance as of 11/30/1999 (statement closing date)			15.27
New Checks and Payments	0	Items	0.00
New Deposits and Other Credits	0	Items	0.00
Ending Account Balance			15.27

**First Union Contact and Bank Account Information**

First Union National Bank  
77 East Camino Real  
Boca Raton, Florida 33432  
Contact: Tandy Stiller  
Phone: 561.338.6092  
Fax: 561.447.2418  
Audit Confirmations: 336.651.5324 (phone)  
336.651.5344 (fax)

**Accounts:**

<u>Account Name</u>	<u>Account Number</u>	<u>Year Opened</u>
Iviewit.com, LLC (Checking)	2000002782748	1999
Iviewit.com, LLC (CAP)	9983881732	1999
Iviewit.com, Inc. (Checking)	2000006722665	2000
Iviewit.com, Inc. (CAP)	9983882139	2000
Iviewit LLC	2000002782528	1999
Iviewit Technologies, Inc.	2000006708634	2000
Iviewit Holdings, Inc. (f/k/a uview.com, Inc.)	2000002782515	1999
Iviewit.com, LLC (Escrow)	9983881732	1999



Iviewit Holdings, Inc.  
**Account QuickReport**  
 As of March 27, 2000

03/27/00

Type	Date	Memo	Split	Amount	Balance
<b>1000 - Checking - First Union</b>					865.79
Deposit	1/7/2000	Service fee refund		16.26	882.05
General Journal	1/10/2000	To record reclassification of Investech investment from iviewit Tech to Holdings		500,000.00	500,882.05
General Journal	1/10/2000	To record loan	6110 · Bank Charges -SPLIT- 1900 · Loan Receivable-i...	-500,000.00	882.05
Total 1000 - Checking - First Union				16.26	882.05
<b>TOTAL</b>				<b>16.26</b>	<b>882.05</b>

LAW OFFICES

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C. No. 65754

THE CHANCERY  
190 WILLIS AVENUE, MINEOLA, NY 11501  
(516) 747-0300

February 10, 2000

IVIEWIT.Com LLC  
One Boca Place  
2255 Glades Road  
Suite 337 West  
Boca Raton, FL 33431-7360

CLIENT NO. 05865

FOR PROFESSIONAL SERVICES RENDERED

For legal services rendered  
through the month of January,  
2000 and not previously billed:

Misc. Intellectual Property Matters	\$2,100.00
Disbursements	<u>\$168.65</u>
TOTAL THIS INVOICE	<u><u>\$2,268.65</u></u>

SEE ATTACHED DETAIL

ACCOUNT STATUS

PREVIOUS BALANCE DUE	\$13,244.65
TOTAL THIS INVOICE	<u>2,268.65</u>
NEW TOTAL BALANCE	\$15,513.30

RAJ

**PAID**  
3/1/00  
#1446

"The amount shown above is due and payable in full upon receipt of this invoice. We accept American Express for payment.  
To charge this invoice on your credit card, please call (516) 747-0300. Thank you."

"To assure proper credit please return copy with remittance."

LAW OFFICES  
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

190 WILLIS AVENUE, MINEOLA, NY 11501

TELEPHONE: (516) 747-0300

FACSIMILE: (516) 747-0653

INTERNET: www.mlg.com

WRITER'S DIRECT EXT.

RICHARD A. LIPPE	STEPHEN M. BREITSTONE
SHELDON M. GOLDSTEIN*	THOMAS J. MCGOWAN
LEWIS S. MELTZER	ARNOLD S. KLEIN §
CHARLES A. BILICH	KEITH M. MERRIWETHER, III†
ALAN L. MITTMAN	ELENA KARABATOS
BRIAN S. CONNEELY	LORETTA M. GASTWIRTH
JOSEPH KATZ	RONALD F. POEPPLEIN
DAVID I. SCHAFFER	JONATHAN M. HOFFMAN
RICHARD GABRIELE	ALAN C. EDERER
STEPHEN W. SCHLISSEL	BRUCE J. ZABARAUSKAS

COUNSEL

BERNARD TANNENBAUM	MADelyn SPATT SHULMAN
GABRIEL S. KOHN	RAYMOND A. JOAO* §
RICHARD REICHLER	MITCHELL H. LEVITIN
HERBERT W. SOLOMON, P.C.	GARY M. MELTZER
GERALD P. HALPERN	ALLAN E. BINDER
BARRY J. FISHER	FRANK J. MARTINEZ

MICHAEL J. SCHAFFER	MICHAEL H. MASRI
JONATHAN D. FARRELL°	GREG ZUCKER
NOEL C. BONILLA	LAUREN M. GRAY
JEFFREY A. FLEISCHMAN°	DEBRA A. CLEMENT
MARC T. FINER	

ALSO ADMITTED IN:

* MA	° CT
° NJ	§ FL
† NJ & CT	* REGISTERED PATENT ATTY

January 26, 2000

VIA FACSIMILE AND FIRST CLASS MAIL

Ms. Erica Lewin  
iviewit.com, LLC  
One Boca Place  
2255 Glades Road  
Suite 337 West  
Boca Raton, FL 33431-7360

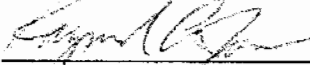
Re: Debit Note  
Our Reference No. : 5865

Dear Ms. Lewin:

Enclosed herewith please find our bill for legal services rendered to date.

Please do not hesitate to contact me if you have any questions.

Sincerely yours,  
MELTZER, LIPPE, GOLDSTEIN  
& SCHLISSEL, P.C.

By:   
Raymond A. Joao

RAJ/mb  
Enc.

LAW OFFICES

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C. No. 55536

THE CHANCERY  
190 WILLIS AVENUE, MINEOLA, NY 11501  
(516) 747-0300

January 24, 2000

IVIEWIT.Com LLC  
One Boca Place  
2255 Glades Road  
Suite 337 West  
Boca Raton, FL 33431-7360

CLIENT NO. 05865

FOR PROFESSIONAL SERVICES RENDERED

For legal services rendered  
through the month of January,  
2000 and not previously billed:

Apparatus & Method for Providing Enhanced Digital Imagary from a Film Image	\$300.00
Misc. Intellectual Property Matters	\$12,725.00
Provisional Patent Application	① \$135.00
Disbursements	<u>\$84.65</u>
 TOTAL THIS INVOICE	 <u><u>\$13,244.65</u></u>

SEE ATTACHED DETAIL

ACCOUNT STATUS

PREVIOUS BALANCE DUE	\$0.00
TOTAL THIS INVOICE	<u>13,244.65</u>
NEW TOTAL BALANCE	\$13,244.65

RAJ

99 10,529.48

"The amount shown above is due and payable in full upon receipt of this invoice. We accept American Express for payment.  
To charge this invoice on your credit card, please call (516) 747-0300. Thank you."

"To assure proper credit please return copy with remittance."

LAW OFFICES

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C. No. 85536

THE CHANCERY  
190 WILLIS AVENUE, MINEOLA, NY 11501  
(516) 747-0300

January 24, 2000

IVIEWIT.Com LLC  
One Boca Place  
2255 Glades Road  
Suite 337 West  
Boca Raton, FL 33431-7360

CLIENT NO. 05865

---

FOR PROFESSIONAL SERVICES RENDERED

For legal services rendered  
through the month of January,  
2000 and not previously billed:

Apparatus & Method for Providing Enhanced Digital Imagary from a Film Image	\$300.00
Misc. Intellectual Property Matters	\$12,725.00
Provisional Patent Application	\$135.00
Disbursements	<u>\$84.65</u>
TOTAL THIS INVOICE	<u><u>\$13,244.65</u></u>

**SEE ATTACHED DETAIL**

**ACCOUNT STATUS**

PREVIOUS BALANCE DUE	\$0.00
TOTAL THIS INVOICE	<u>13,244.65</u>
NEW TOTAL BALANCE	\$13,244.65

RAJ

"The amount shown above is due and payable in full upon receipt of this invoice. We accept American Express for payment.  
To charge this invoice on your credit card, please call (516) 747-0300. Thank you."

"To assure proper credit please return copy with remittance."

MELTZER, LIPPE, GOLDSTEIN & SCHLISSER, P.C.  
190 Willis Avenue  
Mineola, NY 11501

January 24, 2000

Bill Number 65538  
Client Number 05865

IVIEWIT.Com LLC  
One Boca Place  
2255 Glades Road  
Suite 337 West  
Boca Raton, FL 33431-7360

Through January 21, 2000

Matter: Apparatus & Method for Providing Enhanced  
Digital Imagary from a Film Image  
Client Number 05865-00010

Date	Description	Time	Value
Raymond A. Joao 12/30/99	Review Assignment papers.	1.00 Hrs	\$300.00
	ATTORNEY TOTAL	1.00 Hrs	\$300.00
			① \$300.00
LEGAL SERVICES SUMMARY			
Raymond A. Joao		1.00 Hrs	\$300.00
	----	-----	
	1.00 Hrs	\$300.00	
DISBURSEMENTS			
PHOTOCOPIES			
12/31/99	Photocopies	10.80	① \$10.80
FEDERAL EXPRESS			
12/06/99	FEDERAL EXPRESS	① 14.74	
12/22/99	FEDERAL EXPRESS	L 14.74	
01/04/00	FEDERAL EXPRESS	28.30	\$57.78
POSTAGE			
01/03/00		1.87	\$1.87
	TOTAL DISBURSEMENTS		\$70.45

Page 1

SO 340.28

IVIEWIT.Com LLC

Matter: Misc. Intellectual Property Matters  
Client Number 05865-00020

Date	Description	Time	Value
Raymond A. Joao			
12/06/99	5865-8 - NEW MATTER MOVE TIME WHEN OPEN - Travel to Boca Raton for client conferences, meeting with client.	4.50 Hrs	\$1,350.00
12/07/99	5865-8 - NEW MATTER MOVE TIME WHEN OPEN - Conference at IVIEWIT, prepared patent application.	8.00 Hrs	\$2,400.00
12/09/99	Conference at IVIEWIT, prepared filing papers for patent application, reviewed and revised draft and employment/non-disclosure agreement and travel to New York.	9.50 Hrs	\$2,850.00
12/08/99	5865-8 - NEW MATTER MOVE TIME WHEN OPEN - Conference at IVIEWIT with B. Utley, E. Bernstein.	8.00 Hrs	\$2,400.00
12/13/99	Research re: special application petition.	0.50 Hrs	\$150.00
12/20/99	Conference with G. Coleman and attended to due diligence matters.	0.60 Hrs	\$180.00
12/21/99	Attended to IP matter re: patent assignments.	0.50 Hrs	\$150.00
12/22/99	Reviewed and revised Assignments.	1.00 Hrs	\$300.00
01/03/00	Reviewed and filed 8 Assignments for IVIEWIT patent portfolio.	2.80 Hrs	\$840.00
01/11/00	Conference with E. Bernstein, B. Utley and C. Wheeler.	1.00 Hrs	\$300.00
01/12/00	Attended to general matters, drafted IP description, conferences with E. Bernstein, and reviewed files.	2.00 Hrs	\$600.00
01/13/00	Reviewed assignments and conferences with E. Bernstein and B. Utely, drafted letter with iviewit.	2.00 Hrs	\$600.00
01/17/00	Conference with B. Utley and attended to gathering evidentiary materials.	1.60 Hrs	\$480.00
ATTORNEY TOTAL		42.00 Hrs	\$12,600.00
Frank J. Martinez			
12/29/99	Review of Assignment documents;	0.50 Hrs	\$125.00

IVIEWIT.Com LLC

Matter: Misc. Intellectual Property Matters  
Client Number 05865-00020

Date	Description	Time	Value
	Frank J. Martinez telephone confernce with counsel at Proskauer Rose.		
	ATTORNEY TOTAL	0.50 Hrs	\$125.00
			\$12,725.00

LEGAL SERVICES SUMMARY

Frank J. Martinez	0.50 Hrs	\$125.00
Raymond A. Joao	42.00 Hrs	\$12,600.00
	-----	-----
	42.50 Hrs	\$12,725.00



IVIEWIT.Com LLC

Matter: Provis.Pat App-Apparatus & Method for Producing  
Enhanced Video Images  
Client Number 05865-00030

DISBURSEMENTS

PHOTOCOPIES

12/31/99 Photocopies

3.40

\$3.40

TOTAL DISBURSEMENTS

⓪ \$3.40

IVIEWIT.Com LLC

Matter: Prov.Pat.App-Apparatus & Method for Playing  
Video Files Across the Internet  
Client Number 05865-00040

DISBURSEMENTS

PHOTOCOPIES

12/31/99 Photocopies

5.60

\$5.60

TOTAL DISBURSEMENTS

① \$5.60

IVIEWIT.Com LLC

Matter: PROV.PAT.APP.-Apparatus & Method f/Producing  
Enhanced Video Images and/or Video Files  
Client Number 05865-00070

DISBURSEMENTS

PHOTOCOPIES

12/31/99 Photocopies

2.60

\$2.60

TOTAL DISBURSEMENTS

① \$2.60

IVIEWIT.Com LLC

Matter: Provisional Patent Application  
Client Number 05865-00080

Date	Description	Time	Value
Raymond A. Joao			
01/14/00	Reviewed filing receipt.	0.20 Hrs	\$60.00
	ATTORNEY TOTAL	0.20 Hrs	\$60.00
Frank J. Martinez			
12/30/99	Download forms from USPTO website.	0.30 Hrs	\$75.00
	ATTORNEY TOTAL	0.30 Hrs	\$75.00
			Ⓞ \$135.00
LEGAL SERVICES SUMMARY			
Frank J. Martinez		0.30 Hrs	\$75.00
Raymond A. Joao		0.20 Hrs	\$60.00
	----	-----	
	0.50 Hrs		\$135.00
DISBURSEMENTS			
PHOTOCOPIES			
12/31/99	Photocopies	2.60	\$2.60
	TOTAL DISBURSEMENTS		Ⓞ \$2.60

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TOTAL FEES	13,160.00	TOTAL DISBURSEMENTS	84.65
LESS RETAINER		LESS RETAINER	
BALANCE DUE	13,160.00	BALANCE DUE	84.65
TOTAL FEES AND DISBURSEMENTS		13,244.65	

\*\* MATTER SUMMARY \*\*

MATTER	HOURS	VALUE	DISBURSEMENTS
00010 Apparatus & Method for Providing	1.00	300.00	70.45
00020 Misc. Intellectual Property Matt	42.50	12,725.00	
00030 Provis.Pat App-Apparatus & Metho			3.40
00040 Prov.Pat.App-Apparatus & Method			5.60
00070 PROV.PAT.APP.-Apparatus & Method			2.60
00080 Provisional Patent Application	0.50	135.00	2.60
	44.00	13,160.00	84.65

\*\* ATTORNEY/LEGAL ASSISTANT SUMMARY \*\*

ATTORNEY/LEGAL ASSISTANT	HOURS	VALUE
Raymond A. Joao	43.20	12,960.00
Frank J. Martinez	0.80	200.00
	44.00	13,160.00

---

---

Law Offices  
**MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.**  
The Chancery  
190 Willis Avenue, Mineola, NY 11501  
(516) 747-0300  
Facsimile: (516) 747-0653

DATE: January 26, 2000

**TELECOPIER MESSAGE FROM:**

Raymond A. Joao OF MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

**PLEASE DELIVER THE FOLLOWING PAGES TO:**

NAME: Ms. Erica Lewin

OF: [iviewit.com](http://iviewit.com), LLC

FAX NUMBER: (561) 999-8810

TOTAL NUMBER OF PAGES INCLUDING THIS INFORMATION SHEET: 3

TRANSMITTING FROM A XEROX TELECOPIER 7021

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL US BACK AS SOON AS POSSIBLE AT (516) 747-0300, ext. 240.

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LAW OFFICES

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

190 WILLIS AVENUE, MINNEOLA, NY 13501

TELEPHONE: (516) 747-0300

FACSIMILE: (516) 747-0650

INTERNET: WWW.MLG.COM

WRITER'S DIRECT

RICHARD A. LIPPE	STEPHEN H. BREITSTONE
DREWSON W. GOLDBERGER	THOMAS J. MUCOWAN
LEWIS S. MELTZER	ARNOLD S. KLEIN
CHARLES A. BRUCH	KATHY B. MERRIMETHOR, III
ALAN L. RITTMAN	ELENA KARABATOS
BRIAN S. CONNELLY	LORETTA M. GASTWIRTH
JOSEPH KATZ	RONALD F. ROZBLIN
DAVID J. SCHAEFFER	JONATHAN M. HOFFMAN
RICHARD GABRIELL	ALAN D. EDERER
STEPHEN W. SCHLESSEL	BRUCE J. BARBARUSKAS

ADVISOR

BERNARD TAMMENBAUM	MADELYN BRATT BRULMAN
GABRIEL S. ADRI	AMMOND M. JOAO
RICHARD REICHLER	MITCHELL H. LEVY
HERBERT W. SALOMON, P.C.	GARY M. MELTZER
GERALD P. MALOFFEN	ALLAN E. BINDER
BARRY J. SNEP	FRANK J. MARTIN, II

MICHAEL J. SCHAEFFER	MICHAEL W. MADRI
JONATHAN D. FARRELL	GREG ZUCKER
NOEL C. MONTEA	CHARLES J. COLE
JEFFREY A. SCHWARTZ	DEBRA J. CLEMENT
MARIE T. FINER	

ALSO ADMITTED IN

NY	CT
PA	DE
VA	DC
MA	RI
MD	VT
ME	NH
VT	VT

January 26, 2000

VIA FACSIMILE AND FIRST CLASS MAIL

Ms. Erica Lewin  
 iviewit.com, LLC  
 One Boca Place  
 2255 Glades Road  
 Suite 337 West  
 Boca Raton, FL 33431-7360

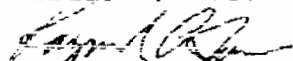
Re: Debit Note  
Our Reference No. \_\_\_\_\_ : \_\_\_\_\_ 5865

Dear Ms. Lewin:

Enclosed herewith please find our bill for legal services rendered to date.

Please do not hesitate to contact me if you have any questions.

Sincerely yours,  
 MELTZER, LIPPE, GOLDSTEIN  
 & SCHLISSEL, P.C.

By:   
 Raymond A. Joao

RAJ/mb

Enc.

LAW OFFICES

## MELTZER, LIPPE, GOLDSTEIN &amp; SCHUSSEL, P.C. No. 65538

THE CHANCERY  
190 WILLIS AVENUE, MINEOLA, NY 11501  
(516) 747-0300

January 24, 2000

IVIEWIT.Com LLC  
One Boca Place  
2255 Glades Road  
Suite 237 West  
Boca Raton, FL 33431-7360

CLIENT NO. 05865

FOR PROFESSIONAL SERVICES RENDERED

For legal services rendered  
through the month of January,  
2000 and not previously billed.

Apparatus & Method for Providing Enhanced Digital Imagery from a Film Image	\$300.00
Misc. Intellectual Property Matters	\$12,725.00
Provisional Patent Application	\$135.00
Disbursements	<u>\$84.65</u>
TOTAL THIS INVOICE	<u>\$13,244.65</u>

SEE ATTACHED DETAIL

ACCOUNT STATUS

PREVIOUS BALANCE DUE	\$0.00
TOTAL THIS INVOICE	<u>13,244.65</u>
NEW TOTAL BALANCE	\$13,244.65

RAJ

The amount shown above is due and payable in full upon receipt of this invoice. We accept American Express for payment.  
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"To assure proper credit please return copy with remittance."



LAW OFFICES

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

190 WILLIS AVENUE, MINEOLA, NY 11501

TELEPHONE: (516) 747-0300

FACSIMILE: (516) 747-0653

INTERNET: www.mlg.com

WRITER'S DIRECT EXT.

RICHARD A. LIPPE	STEPHEN M. BREITSTONE
SHELDON M. GOLDSTEIN*	THOMAS J. MCGOWAN
LEWIS S. MELTZER	ARNOLD S. KLEIN
CHARLES A. BIUCH	KEITH M. MERRIWETHER, III†
ALAN L. HITTMAN	ELENA KARABATOS
BRIAN S. CONNOLLY	LORETTA M. GASTWIRTH
JOSEPH KATZ	RONALD F. ROEPFLEIN
DAVID I. SCHAFFER	JONATHAN M. HOFFMAN
RICHARD GABRIELE	ALAN C. EDERER
STEPHEN W. SCHLISSEL	BRUCE J. ZABARAUSKAS

COUNSEL

BERNARD TANNENBAUM	MADelyn SPATT SMULMAN
GABRIEL S. KOHN	RAYMOND A. JOAO**
RICHARD REICHLER	MITCHELL H. LEVITIN
HERBERT W. SOLOMON, P.C.	GARY M. MELTZER
GERALD P. HALPERN	ALLAN C. BINDER
BARRY J. FISHER	FRANK J. MARTINEZ

MICHAEL J. SCHAFFER	MICHAEL M. MASRI
JONATHAN D. FARRELL*	GREG ZUCKER
NOEL C. BONILLA	LAUREN M. GRAY
JEFFREY A. FLEISCHMAN*	DEBRA A. CLEMENT
MARC T. FINER	

December 30, 1999

ALSO ADMITTED IN:

* MA	* CT
• NJ	• PF
† NJ & CT	* REGISTERED PATENT ATTY

VIA FACSIMILE


MS. Martha Mantecon  
iviewit Holdings, Inc.  
2255 Glades Road  
Suite 337 West  
Raton, Florida 33431

Re: Assignment of iviewit Patent Applications  
Our Reference Nos. : 5865-1, 3, 4, 4.1, 5, 6, 7, 8

Dear Martha:

Pursuant to our conversation, please forward to our office a check in the amount of \$320.00 for Patent Office disbursements in connection with the filing assignments for eight (8) patent applications.

Sincerely yours,  
MELTZER, LIPPE, GOLDSTEIN,  
WOLF, & SCHLISSEL, P.C.

By:   
Raymond A. Joao

RAJ/mb

**P A I D**  
12/29/99  
ck#1274

Ivewit.com LLC

Reimbursement Report

RAY JOAO

Date Submitted: 12/08/99

Purpose of Trip: Legal Patent

Travel Expenses

Date	From / To / Description	Miles	Miles @ \$0.31	Ground Transp.	Air Transp.	Car Rental	Parking	Tolls	Hotel	Meals	Laundry	Telephone	Other	Total
12/5/99	New York/Ft. Lauderdale		62.00						374.46	81.00		6.00	6.00	523.46
12/8/99	Ft. Lauderdale/NY		75.00											75.00
Total				137.00					374.46	81.00			6.00	598.46

Total Reimbursement: \$ 598.46

Signature: *Raymond Joao* Approval: *\_\_\_\_\_*

**PAID**  
12/10/99

LAW OFFICES

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C. No. 64810

THE CHANCERY  
190 WILLIS AVENUE, MINEOLA, NY 11501  
(516) 747-0300

December 3, 1999

IVIEWIT.Com LLC  
One Boca Place  
2255 Glades Road  
Suite 337 West  
Boca Raton, FL 33431-7360

CLIENT NO. 05865

FOR PROFESSIONAL SERVICES RENDERED

For legal services rendered  
through the month of November,  
1999 and not previously billed:

Apparatus & Method for Providing Enhanced Digital Imagary from a Film Image	\$276.00	
Misc. Intellectual Property Matters	\$4,905.00	
Provis.Pat App-Apparatus & Method for Producing Enhanced Video Images	\$276.00	
Prov.Pat.App-Apparatus & Method for Playing Video Files Across the Internet	\$198.00	
Prov.Pat.App-Apparatus & Method f/Producing Enhanced Digital Images and/or Digital Video Files	\$2,670.00	
PROV.PAT.APP.-Apparatus & Method f/Producing Enhanced Digital Images	\$900.00	
PROV.PAT.APP.-Apparatus & Method f/Producing Enhanced Video Images and/or Video Files	\$2,190.00	
Disbursements	\$299.62	\$11,714.62
LESS PREVIOUS CREDIT BALANCE		( \$6,401.28)
TOTAL THIS INVOICE		\$5,313.34

SEE ATTACHED DETAIL  
RAJ

**PAID**  
12/7/99  
# 1213

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To charge this invoice on your credit card, please call (516) 747-0300. Thank you."

"To assure proper credit please return copy with remittance."

MELTZER, IPPE, GOLDSTEIN & SCHLISSE P.C.  
190 Willis Avenue  
Mineola, NY 11501

December 3, 1999

Bill Number 64810  
Client Number 05865

IVIEWIT.Com LLC  
One Boca Place  
2255 Glades Road  
Suite 337 West  
Boca Raton, FL 33431-7360

Through November 30, 1999

Matter: Apparatus & Method for Providing Enhanced  
Digital Imagary from a Film Image  
Client Number 05865-00010

Date	Description	Time	Value
Raymond A. Joao			
08/03/99	Prepared & filed patent assignment.	0.67 Hrs	\$201.00
10/22/99	Reviewed assignment papers received from U.S.P.T.O.	0.25 Hrs	\$75.00
	ATTORNEY TOTAL	0.92 Hrs	\$276.00
			\$276.00

LEGAL SERVICES SUMMARY

Raymond A. Joao	0.92 Hrs	\$276.00
	----	-----
	0.92 Hrs	\$276.00

DISBURSEMENTS

PHOTOCOPIES

08/31/99	Photocopies	3.00	
09/30/99	Photocopies	4.40	
10/31/99	Photocopies	4.80	
			\$12.20

TOTAL DISBURSEMENTS \$12.20

IVIEWIT.Com LLC

Matter: Misc. Intellectual Property Matters  
Client Number 05865-00020

Date	Description	Time	Value
Raymond A. Joao			
07/15/99	Attended to patent application matters.	0.50 Hrs	\$150.00
07/30/99	Conf. with Eliot Bernstein re: patent applications, new applications and strategies.	0.50 Hrs	\$150.00
08/10/99	Conference with Eliot Bernstein.	0.50 Hrs	\$150.00
08/24/99	Continued drafting patent application.	2.00 Hrs	\$600.00
09/10/99	Conference with Chris Wheeler.	0.10 Hrs	\$30.00
09/13/99	Conference with E. Bernstein.	0.30 Hrs	\$90.00
09/20/99	Conference with B. Utley of IVIEWIT re: patent application and conferences re: meeting with investors.	4.10 Hrs	\$1,230.00
09/21/99	Travel to and conference with Steve Filiapek and Brian Utley re: IVIEWIT patent applications, follow-up conferences with E. Bernstein and B. Utley.	6.00 Hrs	\$1,800.00
09/22/99	Conferences with E. Bernstein, B. Utley, and conferences with Steve Filiapek.	1.50 Hrs	\$450.00
10/18/99	Confernce with E. Bernstein and B. Utley.	0.60 Hrs	\$180.00
10/22/99	Reviewed assignment papers received from U.S.P.T.O.	0.25 Hrs	\$75.00
	ATTORNEY TOTAL	16.35 Hrs	\$4,905.00
			\$4,905.00

LEGAL SERVICES SUMMARY

Raymond A. Joao	16.35 Hrs	\$4,905.00
	-----	-----
	16.35 Hrs	\$4,905.00

DISBURSEMENTS

PHOTOCOPIES

07/31/99	Photocopies	11.00	
08/31/99	Photocopies	12.60	
			\$23.60

IVIEWIT.Com LLC

Matter: Misc. Intellectual Property Matters  
Client Number 05865-00020

SECRETARIAL OVERTIME

07/15/99	4.50	
07/22/99	4.50	
08/04/99	15.00	
		\$24.00

TRAVEL EXPENSE

09/21/99	RAYMOND JOAO	13.80	
09/22/99	RAYMOND JOAO	8.40	
			\$22.20

TOTAL DISBURSEMENTS		\$69.80
---------------------	--	---------

IVIEWIT.Com LLC

Matter: Provis.Pat App-Apparatus & Method for Producing  
Enhanced Video Images  
Client Number 05865-00030

Date	Description	Time	Value
Raymond A. Joao			
08/03/99	Prepared & filed patent assignment.	0.67 Hrs	\$201.00
10/22/99	Reviewed Assignment papers received from U.S.P.T.O.	0.25 Hrs	\$75.00
	ATTORNEY TOTAL	0.92 Hrs	\$276.00
			\$276.00
LEGAL SERVICES SUMMARY			
Raymond A. Joao		0.92 Hrs	\$276.00
		----	-----
		0.92 Hrs	\$276.00
DISBURSEMENTS			
PHOTOCOPIES			
10/31/99	Photocopies	0.60	\$0.60
	TOTAL DISBURSEMENTS		\$0.60

IVIEWIT.Com LLC

Matter: Prov.Pat.App-Apparatus & Method for Playing  
Video Files Across the Internet  
Client Number 05865-00040

Date	Description	Time	Value
Raymond A. Joao 08/03/99	Prepared & filed patent assignment.	0.66 Hrs	\$198.00
	ATTORNEY TOTAL	0.66 Hrs	\$198.00
			\$198.00
LEGAL SERVICES SUMMARY			
Raymond A. Joao		0.66 Hrs	\$198.00
		----	-----
		0.66 Hrs	\$198.00
DISBURSEMENTS			
PHOTOCOPIES			
08/31/99	Photocopies	3.80	
09/30/99	Photocopies	6.20	
10/31/99	Photocopies	0.60	
			\$10.60
EXPRESS MAIL			
06/18/99	POSTMASTER HICKSVILLE	14.10	
			\$14.10
	TOTAL DISBURSEMENTS		\$24.70



IVIEWIT.Com LLC

Matter: Prov.Pat.App-Apparatus & Method f/Producing  
Enhanced Digital Images and/or Digital Video Files  
Client Number 05865-00050

Date	Description	Time	Value
Raymond A. Joao			
07/28/99	Attended to patent application matters and reviewed and revised patent application.	1.20 Hrs	\$360.00
08/06/99	Conf. w/client re: patent application.	0.10 Hrs	\$30.00
08/12/99	Draft pat. appl.	0.80 Hrs	\$240.00
08/13/99	Cont'd. preparation of pat. appl.	2.00 Hrs	\$600.00
08/16/99	Finalized draft patent appl. and drawings.	2.60 Hrs	\$780.00
08/18/99	Conference w/ Eliot Benter re application in process and general IP matters. Telephone call to Chris Wheeler.	0.50 Hrs	\$150.00
08/19/99	Revise application and prepare and file application with formal papers.	1.60 Hrs	\$480.00
08/31/99	Prepared correction to Filing Receipt.	0.10 Hrs	\$30.00
	ATTORNEY TOTAL	8.90 Hrs	\$2,670.00
			\$2,670.00

LEGAL SERVICES SUMMARY

Raymond A. Joao	8.90 Hrs	\$2,670.00
	----	-----
	8.90 Hrs	\$2,670.00

DISBURSEMENTS

PHOTOCOPIES

08/31/99	Photocopies	24.80	
09/30/99	Photocopies	5.00	
			\$29.80

EXPRESS MAIL

09/21/99	ACCT 115533	14.10	
			\$14.10

TOTAL DISBURSEMENTS \$43.90

IVIEWIT.Com LLC

Matter: PROV.PAT.APP.-Apparatus & Method f/Producing  
Enhanced Digital Images  
Client Number 05865-00060

Date	Description	Time	Value
Raymond A. Joao			
07/29/99	Reviewed and revised patent application.	1.00 Hrs	\$300.00
08/02/99	Reviewed and revised Prov. Patent Appl.; conferences with Eliot Bernstein, prepared and filed formal papers.	2.00 Hrs	\$600.00
	ATTORNEY TOTAL	3.00 Hrs	\$900.00
			\$900.00

LEGAL SERVICES SUMMARY

Raymond A. Joao	3.00 Hrs	\$900.00
----	-----	
	3.00 Hrs	\$900.00

DISBURSEMENTS

PHOTOCOPIES

08/31/99	Photocopies	1.40	
09/30/99	Photocopies	4.40	
10/31/99	Photocopies	0.20	
			\$6.00

FEDERAL EXPRESS

08/02/99	FEDERAL EXPRESS	8.92	
			\$8.92

SECRETARIAL OVERTIME

08/02/99		45.00	
			\$45.00

TOTAL DISBURSEMENTS \$59.92

IVIEWIT.Com LLC

Matter: PROV.PAT.APP.-Apparatus & Method f/Producing  
Enhanced Video Images and/or Video Files  
Client Number 05865-00070

Date	Description	Time	Value
Raymond A. Joao			
08/06/99	Conf. w/client re: patent application.	0.10 Hrs	\$30.00
08/27/99	Prepared patent application.	3.20 Hrs	\$960.00
09/22/99	Reviewed and revised patent application.	4.00 Hrs	\$1,200.00
	ATTORNEY TOTAL	7.30 Hrs	\$2,190.00
			\$2,190.00

LEGAL SERVICES SUMMARY

Raymond A. Joao	7.30 Hrs	\$2,190.00
	----	-----
	7.30 Hrs	\$2,190.00

DISBURSEMENTS

PHOTOCOPIES

09/30/99	Photocopies	41.20	
10/31/99	Photocopies	0.20	
			\$41.40

EXPRESS MAIL

10/18/99	POSTMASTER	14.10	
			\$14.10

FACSIMILE

09/22/99		33.00	
			\$33.00

TOTAL DISBURSEMENTS			\$88.50
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TOTAL FEES	11,415.00	TOTAL DISBURSEMENTS	299.62
LESS RETAINER		LESS RETAINER	288.20
BALANCE DUE	11,415.00	BALANCE DUE	11.42
TOTAL FEES AND DISBURSEMENTS		11,714.62	

\*\* MATTER SUMMARY \*\*

MATTER	HOURS	VALUE	DISBURSEMENTS
00010 Apparatus & Method for Providing	0.92	276.00	12.20
00020 Misc. Intellectual Property Matt	16.35	4,905.00	69.80
00030 Provis.Pat App-Apparatus & Metho	0.92	276.00	0.60
00040 Prov.Pat.App-Apparatus & Method	0.66	198.00	24.70
00050 Prov.Pat.App-Apparatus & Method	8.90	2,670.00	43.90
00060 PROV.PAT.APP.-Apparatus & Method	3.00	900.00	59.92
00070 PROV.PAT.APP.-Apparatus & Method	7.30	2,190.00	88.50
	38.05	11,415.00	299.62

\*\* ATTORNEY/LEGAL ASSISTANT SUMMARY \*\*

ATTORNEY/LEGAL ASSISTANT	HOURS	VALUE
Raymond A. Joao	38.05	11,415.00
	38.05	11,415.00

---

LAW OFFICES  
 MELTZER, LIPPE, GOLDSTEIN & SCHLISSSEL, P.C.  
 THE CHANCERY  
 190 WILLIS AVENUE  
 MINEOLA, NEW YORK 11501  
 (516) 747-0300

DATE: September 21, 1999 TIME: 4:03pm

Telecopier Message From:  
 Nicole Eliseo-Pinou  
 of Meltzer, Lippe, Goldstein & Schlissel, P.C.

Please deliver the following pages to:

NAME:	MR. GERALD LEWIN
FAX NUMBER:	561-241-0071
NUMBER OF PAGES, INCLUDING THIS COVER PAGE:	10
COMMENTS/INSTRUCTIONS:	<p>As per your request, attached herewith please find a draft outlining the balance for all iviewit matters through September 21, 1999.</p> <p>If you have any questions regarding the above, please do not hesitate to contact us.</p> <p>P.S. - When sending faxes to us, please use the following fax number - 516-747-9363. Thanks!</p>

Transmitting from a Panafax 733 Digital Facsimile Transceiver. The FAX number is (516) 747-9363. If you do not receive all of the pages, please call us back as soon as possible at (516) 747-0300, extension 247.

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA U.S. POSTAL SERVICE. THANK YOU.

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA U.S. POSTAL SERVICE. THANK YOU.

*Paid \$9749.22  
 on 9/15/99  
 ck # 1027*

September 21, 1999

IVIEWIT  
 500 S.E. Mizner Road  
 Suite 102  
 Boca Raton, FL 33432

05865

For legal services rendered  
 through the month of September,  
1999 and not previously billed:

Apparatus & Method for Providing Enhanced Digital Imagary from a Film Image	\$201.00
Misc. Intellectual Property Matters	\$1,170.00
Provis.Pat App-Apparatus & Method for Producing Enhanced Video Images	\$201.00
Prov.Pat.App-Apparatus & Method for Playing Video Files Across the Internet	\$198.00
Prov.Pat.App-Apparatus & Method f/Producing EnhancedDigital Images and/or Digital Video Files	\$2,670.00
PROV.PAT.APP.-Apparatus & Method f/Producing Enhanced Digital Images	\$900.00
PROV.PAT.APP.-Apparatus & Method f/Producing Enhanced Video Images and/or Video Files	\$990.00
Disbursements	<u>\$148.62</u>
TOTAL THIS INVOICE	<u><u>\$6,478.62</u></u>

SEE ATTACHED DETAIL

ACCOUNT STATUS

PREVIOUS BALANCE DUE	\$3,390.60
TOTAL THIS INVOICE	<u>6,478.62</u>
NEW TOTAL BALANCE	\$9,869.22

RAJ

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.  
 190 Willis Avenue  
 Mineola, NY 11501

September 21, 1999

Bill Number 00001  
 Client Number 05865

IVIEWIT  
 500 S.E. Mizner Road  
 Suite 102  
 Boca Raton, FL 33432

Through September 21, 1999

Matter: Apparatus & Method for Providing Enhanced  
 Digital Imagary from a Film Image  
 Client Number 05865-00010

Date	Description	Time	Value
Raymond A. Joao 08/03/99	Prepared & filed patent assignment.	0.67 Hrs	\$201.00
	ATTORNEY TOTAL	0.67 Hrs	\$201.00
			\$201.00
LEGAL SERVICES SUMMARY			
Raymond A. Joao		0.67 Hrs	\$201.00
		----	-----
		0.67 Hrs	\$201.00
DISBURSEMENTS			
PHOTOCOPIES			
08/31/99	Photocopies	3.00	\$3.00
	TOTAL DISBURSEMENTS		\$3.00

IVIEWIT

Matter: Misc. Intellectual Property Matters  
 Client Number 05865-00020

Date	Description	Time	Value
Raymond A. Joao			
07/15/99	Attended to patent application matters.	0.50 Hrs	\$150.00
07/30/99	Conf. with Eliot Bernstein re: patent applications, new applications and strategies.	0.50 Hrs	\$150.00
08/10/99	Conference with Eliot Bernstein.	0.50 Hrs	\$150.00
08/24/99	Continued drafting patent application.	2.00 Hrs	\$600.00
09/10/99	Conference with Chris Wheeler.	0.10 Hrs	\$30.00
09/13/99	Conference with E. Bernstein.	0.30 Hrs	\$90.00
ATTORNEY TOTAL		3.90 Hrs	\$1,170.00
			\$1,170.00

## LEGAL SERVICES SUMMARY

Raymond A. Joao	3.90 Hrs	\$1,170.00
	----	-----
	3.90 Hrs	\$1,170.00

## DISBURSEMENTS

## PHOTOCOPIES

07/31/99	Photocopies	11.00	
08/31/99	Photocopies	12.60	
			\$23.60

## SECRETARIAL OVERTIME

07/15/99		4.50	
07/22/99		4.50	
08/04/99		15.00	
			\$24.00

TOTAL DISBURSEMENTS	\$47.60
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IVIEWIT

Matter: Provis.Pat App-Apparatus & Method for Producing  
Enhanced Video Images  
Client Number 05865-00030

Date	Description	Time	Value
Raymond A. Joao 08/03/99	Prepared & filed patent assignment.	0.67 Hrs	\$201.00
	ATTORNEY TOTAL	0.67 Hrs	\$201.00
			\$201.00

LEGAL SERVICES SUMMARY

Raymond A. Joao	0.67 Hrs	\$201.00
	----- 0.67 Hrs	----- \$201.00

## VIEWIT

Matter: Prov.Pat.App-Apparatus & Method for Playing  
 Video Files Across the Internet  
 Client Number 05865-00040

Date	Description	Time	Value
Raymond A. Joao 08/03/99	Prepared & filed patent assignment.	0.66 Hrs	\$198.00
	ATTORNEY TOTAL	0.66 Hrs	\$198.00
			\$198.00
LEGAL SERVICES SUMMARY			
Raymond A. Joao		0.66 Hrs	\$198.00
		----	-----
		0.66 Hrs	\$198.00
DISBURSEMENTS			
PHOTOCOPIES			
08/31/99	Photocopies	3.80	\$3.80
EXPRESS MAIL			
06/18/99	POSTMASTER HICKSVILLE	14.10	\$14.10
	TOTAL DISBURSEMENTS		\$17.90

VIEWIT

Matter: Prov.Pat.App-Apparatus & Method f/Producing  
 Enhanced Digital Images and/or Digital Video Files  
 Client Number 05865-00050

Date	Description	Time	Value
Raymond A. Joao			
07/28/99	Attended to patent application matters and reviewed and revised patent application.	1.20 Hrs	\$360.00
08/06/99	Conf. w/client re: patent application.	0.10 Hrs	\$30.00
08/12/99	Draft pat. appl.	0.80 Hrs	\$240.00
08/13/99	Cont'd. preparation of pat. appl.	2.00 Hrs	\$600.00
08/16/99	Finalized draft patent appl. and drawings.	2.60 Hrs	\$780.00
08/18/99	Conference w/ Eliot Benter re application in process and general IP matters. Telephone call to Chris Wheeler.	0.50 Hrs	\$150.00
08/19/99	Revise application and prepare and file application with formal papers.	1.60 Hrs	\$480.00
08/31/99	Prepared correction to Filing Receipt.	0.10 Hrs	\$30.00
	ATTORNEY TOTAL	8.90 Hrs	\$2,670.00
			\$2,670.00

LEGAL SERVICES SUMMARY

Raymond A. Joao	8.90 Hrs	\$2,670.00
	----	-----
	8.90 Hrs	\$2,670.00

DISBURSEMENTS

PHOTOCOPIES

08/31/99	Photocopies	24.80	\$24.80
	TOTAL DISBURSEMENTS		\$24.80

## VIEWIT

Matter: PROV.PAT.APP.-Apparatus & Method f/Producing  
Enhanced Digital Images  
Client Number 05865-00060

Date	Description	Time	Value
Raymond A. Joao			
07/29/99	Reviewed and revised patent application.	1.00 Hrs	\$300.00
08/02/99	Reviewed and revised Prov. Patent Appl.; conferences with Eliot Bernstein, prepared and filed formal papers.	2.00 Hrs	\$600.00
	ATTORNEY TOTAL	3.00 Hrs	\$900.00
			\$900.00
LEGAL SERVICES SUMMARY			
Raymond A. Joao		3.00 Hrs	\$900.00
		-----	-----
		3.00 Hrs	\$900.00
DISBURSEMENTS			
PHOTOCOPIES			
08/31/99	Photocopies	1.40	\$1.40
FEDERAL EXPRESS			
08/02/99	FEDERAL EXPRESS	8.92	\$8.92
SECRETARIAL OVERTIME			
08/02/99		45.00	\$45.00
	TOTAL DISBURSEMENTS		\$55.32

IVIEWIT

Matter: PROV.PAT.APP.-Apparatus & Method f/Producing  
Enhanced Video Images and/or Video Files  
Client Number 05865-00070

Date	Description	Time	Value
Raymond A. Joao			
08/06/99	Conf. w/client re: patent application.	0.10 Hrs	\$30.00
08/27/99	Prepared patent application.	3.20 Hrs	\$960.00
ATTORNEY TOTAL		3.30 Hrs	\$990.00
			\$990.00

LEGAL SERVICES SUMMARY

Raymond A. Joao	3.30 Hrs	\$990.00
	----	-----
	3.30 Hrs	\$990.00

IVIEWIT

TOTAL FEES	6,330.00	TOTAL DISBURSEMENTS	148.62
LESS RETAINER		LESS RETAINER	
BALANCE DUE	6,330.00	BALANCE DUE	148.62
TOTAL FEES AND DISBURSEMENTS		6,478.62	

## \*\* MATTER SUMMARY \*\*

MATTER	HOURS	VALUE	DISBURSEMENTS
00010 Apparatus & Method for Providing	0.67	201.00	3.00
00020 Misc. Intellectual Property Matt	3.90	1,170.00	47.60
00030 Provis.Pat App-Apparatus & Metho	0.67	201.00	
00040 Prov.Pat.App-Apparatus & Method	0.66	198.00	17.90
00050 Prov.Pat.App-Apparatus & Method	8.90	2,670.00	24.80
00060 PROV.PAT.APP.-Apparatus & Method	3.00	900.00	55.32
00070 PROV.PAT.APP.-Apparatus & Method	3.30	990.00	
	21.10	6,330.00	148.62

## \*\* ATTORNEY/LEGAL ASSISTANT SUMMARY \*\*

ATTORNEY/LEGAL ASSISTANT	HOURS	VALUE
Raymond A. Joao	21.10	6,330.00
	21.10	6,330.00

IVIEWIT

PREVIOUS BILLS OUTSTANDING

63017	07/08/99	287.94
63355	07/22/99	3,060.00
99999	08/31/99	42.66
		<hr/>
		\$3,390.60

TOTAL DUE

\$9,869.22

LAW OFFICES

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

190 WILLIS AVENUE, MINEOLA, NY 11501

TELEPHONE: (516) 747-0300

FACSIMILE: (516) 747-0653

INTERNET: www.mlg.com

RICHARD A. LIPPE  
SHELDON M. GOLDSTEIN\*  
LEWIS S. MELTZER  
CHARLES A. BILICH  
ALAN L. MITTMAN  
BRIAN S. CONNEELY  
JOSEPH KATZ  
DAVID I. SCHAFFER  
RICHARD GABRIELE  
STEPHEN W. SCHLISSEL  
STEPHEN M. BREITSTONE

THOMAS J. MCGOWAN  
ARNOLD S. KLEIN<sup>S</sup>  
KEITH M. MERRIWETHER, III<sup>†</sup>  
ELENA KARABATOS  
LORETTA M. GASTWIRTH  
RONALD F. POEPPLEIN  
JONATHAN M. HOFFMAN  
ALLAN GRAUBERD<sup>‡</sup>  
ALAN C. EDERER  
JEFFREY A. MILLER<sup>°</sup>  
BRUCE J. ZABARAUSKAS

PLEASE REPLY TO MINEOLA

NEW YORK  
249 EAST 48<sup>TH</sup> STREET  
NEW YORK, NY 10017  
TELEPHONE: (212) 614-9820

WRITER'S DIRECT EXT:

COUNSEL

BERNARD TANNENBAUM  
RICHARD REICHLER  
HERBERT W. SOLOMON, P.C.  
BARRY J. FISHER  
MADELYN SPATT SHULMAN

RAYMOND A. JOAO<sup>^</sup> ✓  
GARY M. MELTZER  
ALLAN E. BINDER  
FRANK J. MARTINEZ

JONATHAN D. FARRELL<sup>°</sup>  
JEFFREY A. FLEISCHMAN<sup>°</sup>  
MARC T. FINER  
MICHAEL H. MASRI

GREG ZUCKER  
PHILLIP J. CAMPISI, JR.  
JENNIFER S. ROSENKRANTZ  
EITAN TABAK

July 22, 1999

ALSO ADMITTED IN:

\* MA  
° NJ  
† NJ & CT

<sup>S</sup>FL  
<sup>‡</sup>VT & ISRAEL  
<sup>^</sup>REGISTERED PATENT ATTY

VIA FACSIMILE 561-241-0071

Mr. Gerald Lewin  
Goldstein & Lewin  
1900 Corporate Blvd. N.W.  
E-300  
Boca Raton, FL 33431

Re: Debit Notes - IVIEWIT

Dear Mr. Lewin:

Enclosed herewith please find Debit Note No. 63355 for IVIEWIT, Inc. in the amount of \$3,060.00 for services rendered through the month of July 1999. Please remit payment of this debit note, as well as the Debit Note No. 63017, in the amount of \$10,287.94.

Additionally, please remit \$3,000 as retainer for our continuing efforts pursuant to our retainer agreement. This will bring the total amount now due to \$16,347.94.

I have sent copies of this debit note to Eliot and Simon Bernstein via telefax.

If you have any questions regarding the above, please do not hesitate to contact me.

Sincerely yours,  
MELTZER, LIPPE, GOLDSTEIN  
& SCHLISSEL, P.C.

By: 

Raymond A. Joao

RAJ:nep  
Enclosure  
P:\PUBLIC\PATENT\BERNSTEIN



LAW OFFICES

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

No. 83355

THE CHANCERY  
190 WILLIS AVENUE, MINEOLA, NY 11501  
(516) 747-0300

July 22, 1999

IVIEWIT  
500 S.E. Mizner Road  
Suite 102  
Boca Raton, FL 33432

05865

CLIENT NO.

FOR PROFESSIONAL SERVICES RENDERED

For legal services rendered  
through the month of July,  
1999 and not previously billed:

Apparatus & Method for Providing Enhanced Digital Imagary from a Film Image	\$120.00
Misc. Intellectual Property Matters	\$2,010.00
Provis.Pat App-Apparatus & Method for Producing Enhanced Video Images	\$810.00
Prov.Pat.App-Apparatus & Method for Playing Video Files Across the Internet	\$120.00
Disbursements	<u>\$0.00</u>
TOTAL THIS INVOICE	<u><u>\$3,060.00</u></u>

SEE ATTACHED DETAIL

ACCOUNT STATUS

PREVIOUS BALANCE DUE	\$10,287.94
TOTAL THIS INVOICE	<u>3,060.00</u>
NEW TOTAL BALANCE	\$13,347.94

RAJ

*PAID  
7/28/99  
FROM  
OK #1004  
IV.COM. LLC*

"The amount shown above is due and payable in full upon receipt of this invoice. We accept American Express for payment.  
To charge this invoice on your credit card, please call (516) 747-0300. Thank you."

"To assure proper credit please return copy with remittance."

LAW OFFICES

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C. No. 63355

THE CHANCERY  
190 WILLIS AVENUE, MINEOLA, NY 11501  
(516) 747-0300

July 22, 1999

IVIEWIT  
500 S.E. Mizner Road  
Suite 102  
Boca Raton, FL 33432

CLIENT NO. 05865

---

---

FOR PROFESSIONAL SERVICES RENDERED

For legal services rendered  
through the month of July,  
1999 and not previously billed:

Apparatus & Method for Providing Enhanced Digital Imagary from a Film Image	\$120.00
Misc. Intellectual Property Matters	\$2,010.00
Provis.Pat App-Apparatus & Method for Producing Enhanced Video Images	\$810.00
Prov.Pat.App-Apparatus & Method for Playing Video Files Across the Internet	\$120.00
Disbursements	<u>\$0.00</u>
TOTAL THIS INVOICE	<u><u>\$3,060.00</u></u>

SEE ATTACHED DETAIL

ACCOUNT STATUS

PREVIOUS BALANCE DUE	\$10,287.94
TOTAL THIS INVOICE	<u>3,060.00</u>
NEW TOTAL BALANCE	\$13,347.94

RAJ

"The amount shown above is due and payable in full upon receipt of this invoice. We accept American Express for payment.  
To charge this invoice on your credit card, please call (516) 747-0300. Thank you."

"To assure proper credit please return copy with remittance."

MELTZER, L. PE, GOLDSTEIN & SCHLISSEL P.C.  
190 Willis Avenue  
Mineola, NY 11501

July 22, 1999

Bill Number 63355  
Client Number 05865

IVIEWIT  
500 S.E. Mizner Road  
Suite 102  
Boca Raton, FL 33432

Through July 22, 1999

Matter: Apparatus & Method for Providing Enhanced  
Digital Imagary from a Film Image  
Client Number 05865-00010

Date	Description	Time	Value
Raymond A. Joao			
07/06/99	Attended to preparing assignment.	0.20 Hrs	\$60.00
07/07/99	Reviewed and revised assignment.	0.20 Hrs	\$60.00
	ATTORNEY TOTAL	0.40 Hrs	\$120.00
			\$120.00
LEGAL SERVICES SUMMARY			
Raymond A. Joao		0.40 Hrs	\$120.00
	----	-----	
	0.40 Hrs		\$120.00

IVIEWIT

Matter: Misc. Intellectual Property Matters  
Client Number 05865-00020

Date	Description	Time	Value
Raymond A. Joao			
07/06/99	Continued drafting application.	2.50 Hrs	\$750.00
07/07/99	Reviewed and revised patent application.	1.60 Hrs	\$480.00
07/07/99	Reviewed and revised patent application.	0.50 Hrs	\$150.00
07/08/99	Reviewed and revised patent application.	0.50 Hrs	\$150.00
07/09/99	Prepared patent application draft.	1.60 Hrs	\$480.00
ATTORNEY TOTAL		6.70 Hrs	\$2,010.00
			\$2,010.00
LEGAL SERVICES SUMMARY			
Raymond A. Joao		6.70 Hrs	\$2,010.00
		----	-----
		6.70 Hrs	\$2,010.00

IVIEWIT

Matter: Provis.Pat App-Apparatus & Method for Producing  
Enhanced Video Images  
Client Number 05865-00030

Date	Description	Time	Value
Raymond A. Joao			
07/06/99	Attended to preparing assignment.	0.20 Hrs	\$60.00
07/07/99	Reviewed and revised assignment.	0.20 Hrs	\$60.00
07/08/99	5865-3.1 Drafted patent application.	2.30 Hrs	\$690.00
	ATTORNEY TOTAL	2.70 Hrs	\$810.00
			\$810.00

LEGAL SERVICES SUMMARY

Raymond A. Joao	2.70 Hrs	\$810.00
	----	-----
	2.70 Hrs	\$810.00

IVIEWIT

Matter: Prov.Pat.App-Apparatus & Method for Playing  
Video Files Across the Internet  
Client Number 05865-00040

Date	Description	Time	Value
Raymond A. Joao			
07/06/99	Attended to preparing assignment.	0.20 Hrs	\$60.00
07/07/99	Reviewed and revised assignment.	0.20 Hrs	\$60.00
	ATTORNEY TOTAL	0.40 Hrs	\$120.00
			\$120.00
LEGAL SERVICES SUMMARY			
Raymond A. Joao		0.40 Hrs	\$120.00
		----	-----
		0.40 Hrs	\$120.00

IVIEWIT

---

TOTAL FEES	3,060.00	TOTAL DISBURSEMENTS	
LESS RETAINER		LESS RETAINER	
BALANCE DUE	3,060.00	BALANCE DUE	
TOTAL FEES AND DISBURSEMENTS		3,060.00	

\*\* MATTER SUMMARY \*\*

MATTER	HOURS	VALUE	DISBURSEMENTS
00010 Apparatus & Method for Providing	0.40	120.00	
00020 Misc. Intellectual Property Matt	6.70	2,010.00	
00030 Provis.Pat App-Apparatus & Metho	2.70	810.00	
00040 Prov.Pat.App-Apparatus & Method	0.40	120.00	
	10.20	3,060.00	

\*\* ATTORNEY/LEGAL ASSISTANT SUMMARY \*\*

ATTORNEY/LEGAL ASSISTANT	HOURS	VALUE
Raymond A. Joao	10.20	3,060.00
	10.20	3,060.00

---

LAW OFFICES

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

190 WILLIS AVENUE, MINEOLA, NY 11501

TELEPHONE: (516) 747-0300

FACSIMILE: (516) 747-0653

INTERNET: www.mlg.com

RICHARD A. LIPPE  
SHELDON M. GOLDSTEIN\*  
LEWIS S. MELTZER  
CHARLES A. BILICH  
ALAN L. MITTMAN  
BRIAN S. CONNEELY  
JOSEPH KATZ  
DAVID I. SCHAFFER  
RICHARD GABRIELE  
STEPHEN W. SCHLISSEL  
STEPHEN M. BREITSTONE

THOMAS J. MCGOWAN  
ARNOLD S. KLEIN §  
KEITH M. MERRIWETHER, III †  
ELENA KARABATOS  
LORETTA M. GASTWIRTH  
RONALD F. POEPPLEIN  
JONATHAN M. HOFFMAN  
ALLAN GRAUBERD ‡  
ALAN C. EDERER  
JEFFREY A. MILLER °  
BRUCE J. ZABARAUSKAS

PLEASE REPLY TO MINEOLA

NEW YORK  
249 EAST 48TH STREET  
NEW YORK, NY 10017  
TELEPHONE: (212) 614-9820

WRITER'S DIRECT EXT:

COUNSEL

BERNARD TANNENBAUM  
RICHARD REICHLER  
HERBERT W. SOLOMON, P.C.  
BARRY J. FISHER  
MADELYN SPATT SHULMAN

RAYMOND A. JOAD\*  
GARY M. MELTZER  
ALLAN E. BINDER  
FRANK J. MARTINEZ

JONATHAN D. FARRELL °  
JEFFREY A. FLEISCHMAN °  
MARC T. FINER  
MICHAEL H. MASRI

GREG ZUCKER  
PHILLIP J. CAMPISI, JR.  
JENNIFER S. ROSENKRANTZ  
EITAN TABAK

July 12, 1999

ALSO ADMITTED IN:

\* MA  
° NJ  
† NJ & CT

§ FL  
‡ VT & ISRAEL  
\* REGISTERED PATENT ATTY

Mr. Gerald Lewin  
Goldstein & Lewin  
1900 Corporate Blvd. N.W.  
E-300  
Boca Raton, FL 33431

Re: Debit Note - IVIEWIT

Dear Mr. Lewin:

Enclosed herewith please find a debit note for IVIEWIT, Inc.

I have sent copies of this debit note to Eliot and Simon Bernstein via telefax.

If you have any questions regarding the above, please do not hesitate to contact me.

Sincerely yours,  
MELTZER, LIPPE, GOLDSTEIN  
& SCHLISSEL, P.C.

By: 

Nicole Eliseo-Pinou

nep  
Enclosure

3400  
5000



LAW OFFICES

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C. No. 63017

THE CHANCERY  
190 WILLIS AVENUE, MINEOLA, NY 11501  
(516) 747-0300

July 8, 1999

IVIEWIT  
500 S.E. Mizner Road  
Suite 102  
Boca Raton, FL 33432

CLIENT NO. 05865

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FOR PROFESSIONAL SERVICES RENDERED

For legal services rendered  
through the month of June,  
1999 and not previously billed:

Apparatus & Method for Providing Enhanced Digital Imagary from a Film Image	\$210.00	
Misc. Intellectual Property Matters	\$12,660.00	
Provis.Pat App-Apparatus & Method for Producing Enhanced Video Images	\$690.00	
Prov.Pat.App-Apparatus & Method for Playing Video Files Across the Internet	\$3,540.00	
Disbursements	<u>\$1,112.94</u>	\$18,212.94
LESS PREVIOUS CREDIT BALANCE		→ <u>( \$7,925.00 )</u>
TOTAL THIS INVOICE		<u>\$10,287.94</u>

SEE ATTACHED DETAIL  
RAJ

"The amount shown above is due and payable in full upon receipt of this invoice. We accept American Express for payment.  
To charge this invoice on your credit card, please call (516) 747-0300. Thank you."

"To assure proper credit please return copy with remittance."

LAW OFFICES

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C. No. 63017

THE CHANCERY  
190 WILLIS AVENUE, MINEOLA, NY 11501  
(516) 747-0300

July 8, 1999

IVIEWIT  
500 S.E. Mizner Road  
Suite 102  
Boca Raton, FL 33432

CLIENT NO. 05865

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FOR PROFESSIONAL SERVICES RENDERED

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Disbursements	<u>\$1,112.94</u>	\$18,212.94
LESS PREVIOUS CREDIT BALANCE		<u>( \$7,925.00)</u>
TOTAL THIS INVOICE		<u><u>\$10,287.94</u></u>

SEE ATTACHED DETAIL  
RAJ

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"To assure proper credit please return copy with remittance."

MELTZER, LAPPE, GOLDSTEIN & SCHLISSEL, P.C.  
190 Willis Avenue  
Mineola, NY 11501

July 8, 1999

Bill Number 63017  
Client Number 05865

IVIEWIT  
500 S.E. Mizner Road  
Suite 102  
Boca Raton, FL 33432

Through June 30, 1999

Matter: Apparatus & Method for Providing Enhanced  
Digital Imagary from a Film Image  
Client Number 05865-00010

Date	Description	Time	Value
Raymond A. Joao			
06/28/99	Reviewed patent application.	0.20 Hrs	\$60.00
06/29/99	Continued review of patent application.	0.50 Hrs	\$150.00
	ATTORNEY TOTAL	0.70 Hrs	\$210.00
			\$210.00
LEGAL SERVICES SUMMARY			
Raymond A. Joao		0.70 Hrs	\$210.00
		----	-----
		0.70 Hrs	\$210.00
DISBURSEMENTS			
PHOTOCOPIES			
05/31/99	Photocopies	6.40	
06/30/99	Photocopies	25.80	
			\$32.20
FEDERAL EXPRESS			
06/10/99	FEDERAL EXPRESS	14.74	
			\$14.74
	TOTAL DISBURSEMENTS		\$46.94

IVIEWIT

Matter: Misc. Intellectual Property Matters  
 Client Number 05865-00020

Date	Description	Time	Value
Raymond A. Joao			
03/29/99	Conferences with Eliot Bernstein re: follow-up work re: Provisional Patent Application.	0.80 Hrs	\$240.00
04/05/99	Conference with Eliot Bernstein re: follow-up work re: Provisional Patent Application.	1.40 Hrs	\$420.00
04/07/99	Reviewed IVIEWIT CD ROM to identify intellectual property and related issues.	1.00 Hrs	\$300.00
04/22/99	Conference with E. Bernstein and Chris Wheeler re: scope of patent protection.	0.70 Hrs	\$210.00
05/11/99	Conference with E. Bernstein.	0.40 Hrs	\$120.00
05/12/99	Conference with J. Lewin and E. Bernstein; reviewed Non-Disclosure agreement and conferences with C. Wheeler of Proskauer Rose et al re non-disclosure agreement.	1.40 Hrs	\$420.00
06/01/99	Conference with IVIEWIT group and Proskauer; reviewed patent application and draft of new invention.	1.60 Hrs	\$480.00
06/02/99	Conference with E. Bernstein re: new invention and reviewed disclosure.	1.00 Hrs	\$300.00
06/04/99	Reviewed non-disclosure agreement and conference with Chris Wheeler; attended to plans for trip to Florida to meet with E. Bernstein & C. Wheeler.	1.60 Hrs	\$480.00
06/09/99	Prepared for trip to IVIEWIT, conference call with Proskauer & IVIEWIT.	1.20 Hrs	\$360.00
06/11/99	Conference call with Chris Wheeler of Proskauer re: scope of patent coverage.	0.10 Hrs	\$30.00
06/14/99	Conferences with E. Bernstein & C. Wheeler.	0.50 Hrs	\$150.00
06/15/99	Conference with C. Wheeler re: patent protection.	0.10 Hrs	\$30.00
06/16/99	Travel to Boca Raton, conference with S. Bernstein, E. Bernstein & C. Wheeler at Proskauer.	8.00 Hrs	\$2,400.00
06/17/99	Conference with E. Bernstein re: I.P.	8.00 Hrs	\$2,400.00

*pd.  
Travel*

IVIEWIT

Matter: Misc. Intellectual Property Matters  
Client Number 05865-00020

Date	Description	Time	Value
Raymond A. Joao	strategies and pending patent applications. Conference at Proskauer with prospective investor.		
06/18/99	Conference with E. Bernstein & C. Wheeler re: pending patent applications; conference with E. Bernstein re: patent strategies.	5.50 Hrs	\$1,650.00
06/21/99	Return trip to New York from Boca Raton.	6.00 Hrs	\$1,800.00
06/30/99	Drafted patent application.	2.50 Hrs	\$750.00
06/30/99	Conferences with E. Bernstein and reviewed business plan.	0.40 Hrs	\$120.00
ATTORNEY TOTAL		42.20 Hrs	\$12,660.00
			\$12,660.00

LEGAL SERVICES SUMMARY

Raymond A. Joao	42.20 Hrs	\$12,660.00
	-----	-----
	42.20 Hrs	\$12,660.00

DISBURSEMENTS

TRAVEL EXPENSE

06/21/99 RAYMOND JOAO	885.00	\$885.00
TOTAL DISBURSEMENTS		\$885.00

*Ret a Car +  
Hotel  
Auto loans to for  
Airport, meals etc.*

VIEWIT

Matter: Provis.Pat App-Apparatus & Method for Producing  
Enhanced Video Images  
Client Number 05865-00030

Date	Description	Time	Value
Raymond A. Joao			
06/03/99	Reviewed and revised summary description of invention and prepared disclosure for provisional patent application; prepared and filed Provisional Patent Application.	2.10 Hrs	\$630.00
06/22/99	Reviewed patent notes.	0.20 Hrs	\$60.00
	ATTORNEY TOTAL	2.30 Hrs	\$690.00
			\$690.00

LEGAL SERVICES SUMMARY

Raymond A. Joao	2.30 Hrs	\$690.00
	----	-----
	2.30 Hrs	\$690.00

DISBURSEMENTS

FILING FEES

06/03/99	COMMISSIONER OF PTO	90.00	\$90.00
	TOTAL DISBURSEMENTS		\$90.00

- IVIEWIT

Matter: Prov.Pat.App-Apparatus & Method for Playing  
Video Files Across the Internet  
Client Number 05865-00040

Date	Description	Time	Value
Raymond A. Joao			
06/07/99	Reviewed disclosure and filed Provisional Patent Application.	1.30 Hrs	\$390.00
06/22/99	Reviewed patent notes.	0.20 Hrs	\$60.00
06/23/99	Drafted patent application.	2.10 Hrs	\$630.00
06/24/99	Prepared drawings.	0.30 Hrs	\$90.00
06/24/99	Continued preparing patent application and conferences with E. Bernstein.	2.30 Hrs	\$690.00
06/28/99	Continued drafting application; background and claims.	4.00 Hrs	\$1,200.00
06/29/99	Prepared formal papers and reviewed application. Filed provisional application.	1.60 Hrs	\$480.00
	ATTORNEY TOTAL	11.80 Hrs	\$3,540.00
			\$3,540.00
LEGAL SERVICES SUMMARY			
Raymond A. Joao		11.80 Hrs	\$3,540.00
		-----	-----
		11.80 Hrs	\$3,540.00
DISBURSEMENTS			
FILING FEES			
06/07/99	COMMISSIONER OF PATENTS & TRADEMARKS	90.00	\$90.00
PHOTOCOPIES			
06/30/99	Photocopies	1.00	\$1.00
	TOTAL DISBURSEMENTS		\$91.00

IVIEWIT

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TOTAL FEES	17,100.00	TOTAL DISBURSEMENTS	1,112.94
LESS RETAINER		LESS RETAINER	256.94
BALANCE DUE	17,100.00	BALANCE DUE	856.00
TOTAL FEES AND DISBURSEMENTS		18,212.94	

\*\* MATTER SUMMARY \*\*

MATTER	HOURS	VALUE	DISBURSEMENTS
00010 Apparatus & Method for Providing	0.70	210.00	46.94
00020 Misc. Intellectual Property Matt	42.20	12,660.00	885.00
00030 Provis.Pat App-Apparatus & Metho	2.30	690.00	90.00
00040 Prov.Pat.App-Apparatus & Method	11.80	3,540.00	91.00
	57.00	17,100.00	1,112.94

\*\* ATTORNEY/LEGAL ASSISTANT SUMMARY \*\*

ATTORNEY/LEGAL ASSISTANT	HOURS	VALUE
Raymond A. Joao	57.00	17,100.00
	57.00	17,100.00

---



03/27/00

**Iviewit Technologies, Inc.**  
**Statement of Cash Flows**  
**January through December 1999**

	<u>Jan - Dec '99</u>
<b>OPERATING ACTIVITIES</b>	
Net Income	-191.25
Adjustments to reconcile Net Income to net cash provided by operations:	
1300 · Stock Subscription Receivable	-1,250.00
2600 · Loan Payable	200.00
Net cash provided by Operating Activities	<u>-1,241.25</u>
<b>INVESTING ACTIVITIES</b>	
1400 · Patent	-37,761.02
1600 · Note Rec. - iviewit.com, Inc.	-500,000.00
1800 · Investment in Sub - iviewit.com	-875.00
Net cash provided by Investing Activities	<u>-538,636.02</u>
<b>FINANCING ACTIVITIES</b>	
2700 · Loan Payable - iviewit.com, Inc	24,261.02
3300 · Capital Stock (\$.01 par value)	601.34
3310 · Additional Paid in Capital	515,030.16
Net cash provided by Financing Activities	<u>539,892.52</u>
Net cash increase for period	<u>15.25</u>
Cash at end of period	<u><u>15.25</u></u>

iviewit.com Inc.

f/k/a iviewit.com, LLC

PBC 1-18

Iviewit.com, LLC/Inc.  
 Prepared By Client Request Schedule  
 A: 12/31/99

**Received**

- |   |  |           |
|---|--|-----------|
| ✓ | 1. Balance sheet as of December 31, 1999   | _____     |
| ✓ | 2. Statement of operations from inception to December 31, 1999   | _____     |
| ✓ | 3. Rollforward of equity from inception to December 31, 1999   | _____     |
|   | 4. Summary G/L list or trial balance   | _____     |
| ✓ | 5. Listing of related party transactions   | _____     |
| ✓ | 6. Copies of incorporation documents   | _____ ✓   |
| ✓ | 7. Copies of all significant agreements including but not limited to employment, supplier and leases   | _____     |
| ✓ | 8. Company's business plan, budgets, forecasts   | _____     |
| ✓ | 9. Reconciliations for all bank cash accounts including yearend bank statements, detail of outstanding check list, deposits in transit and other reconciling items   | _____ ✓   |
| ✓ | 10. Preparation of cash confirmations for all bank accounts (we will provide you blank forms)  | _____ PA  |
| ✓ | 11. Rollforward of fixed assets and related accumulated depreciation. Brief memo describing the Company's policies with respect to useful lives, method of depreciation, minimum \$ threshold for capitalization, etc. | _____     |
| ✓ | 12. Rollforward of loan receivable   | _____ N/A |
|   | 13. Preparation of loan receivable confirmation (we will provide you template)   | _____ PA  |
| ✓ | 14. Accounts payable aged trial balance detailed by vendor including any reconciliation necessary to agree with general ledger   | _____ ✓   |
| ✓ | 15. Detail of accrued expenses   | _____     |
|   | 17. Cash disbursement journal from 1/1/00 through date of first day of fieldwork. Provide invoices, check copies and other supporting documents for all disbursements greater than/ equal to \$2,000.                  | _____     |
|   | 18. Detail of legal expenses and any other significant expenses, listing and description of any litigation, claims, assessments  | _____     |
|   | 19. Preparation of legal confirmations (we will provide you template)  | _____ PA  |
|   | 20. Preparation of debt confirmations (we will provide you template)   | _____ PA  |
| ✓ | 21. Copies of all loan agreements and documentation of compliance with covenants<br><i>see schedule</i>  | _____     |

22. Statement of cash flows including amount of interest paid and income taxes paid (if any) \_\_\_\_\_
23. Minutes from Board of Directors meetings including meetings held since inception 2/1/2018
24. Preparation of Minute Representation Letter (note: we will provide you template) \_\_\_\_\_
25. Schedule of future minimum lease payments under capital leases (if applicable) \_\_\_\_\_
26. Schedule of future maturities of long term debt \_\_\_\_\_
27. Schedule of minimum annual commitments under operating ✓
28. Preparation of General Representation Letter (we will provide you template) AA
29. Preparation of the first draft of financial statements, including balance sheet, statement of operations, statement of stockholders' equity, cash flows, description/nature of company, company's accounting practices and policies, etc. \_\_\_\_\_

30. Organization chart w/ Job Descriptions

03/27/00

**iviewit.com, Inc.**  
**Balance Sheet**  
As of December 31, 1999

	Dec 31, '99
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
1010 · Checking LLC - First Union	42,002.13
1050 · CAP Acct.LLC- First Union	23,680.08
1060 · Cash in Escrow - First Union	54,000.00
<b>Total Checking/Savings</b>	119,682.21
<b>Accounts Receivable</b>	
1100 · Accounts Receivable	139.05
<b>Total Accounts Receivable</b>	139.05
<b>Total Current Assets</b>	119,821.26
<b>Fixed Assets</b>	
1520 · Leased Equipment	
1521 · Leased Equipment	6,527.02
1525 · Accum Depr - Leased Equipment	-326.35
<b>Total 1520 · Leased Equipment</b>	6,200.67
1510 · Computer & Other Equip	
1511 · Computer & Other Equip.	73,813.53
1515 · Accum. Depr - Comp. Equip	-3,690.68
<b>Total 1510 · Computer &amp; Other Equip</b>	70,122.85
1530 · Furniture & Fixtures	
1531 · Furniture & Fixtures	617.99
1535 · Accum. Depr. - Furniture	-22.06
<b>Total 1530 · Furniture &amp; Fixtures</b>	595.93
<b>Total Fixed Assets</b>	76,919.45
<b>Other Assets</b>	
1740 · Security Deposits	243.91
1620 · Loan Rec-iviewit Technologies	24,261.02
1750 · Utility Deposits	805.00
<b>Total Other Assets</b>	25,309.93
<b>TOTAL ASSETS</b>	<b>222,050.64</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2000 · Accounts Payable	340,969.13
<b>Total Accounts Payable</b>	340,969.13
<b>Other Current Liabilities</b>	
2050 · Accrued Interest Liability	5,188.56
2100 · Payroll Liabilities	
2101 · Accrued Salaries	2,583.34
2199 · Deferred Salaries	93,378.38
2102 · Federal Withholding	558.00
2103 · Social Security	640.68
2104 · Medicare	149.82
2105 · Federal Unemployment	310.58
2106 · Florida Unemployment	859.22
<b>Total 2100 · Payroll Liabilities</b>	98,480.02
<b>Total Other Current Liabilities</b>	103,668.58
<b>Total Current Liabilities</b>	444,637.71

03/27/00

**iviewit.com, Inc.**  
**Balance Sheet**  
**As of December 31, 1999**

	<u>Dec 31, '99</u>
<b>Long Term Liabilities</b>	
2650 · Capital Lease Payable	6,026.54
2500 · Notes Pay.-Affiliated Entities	<u>687,500.00</u>
<b>Total Long Term Liabilities</b>	<u>693,526.54</u>
<b>Total Liabilities</b>	1,138,164.25
<b>Equity</b>	
Net Income	-916,988.61
3200 · Stockholders Equity	
3210 · Common Stock (\$.01 par value)	8.75
3220 · Additional Paid in Capital	<u>866.25</u>
<b>Total 3200 · Stockholders Equity</b>	<u>875.00</u>
<b>Total Equity</b>	<u>-916,113.61</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>222,050.64</u></u>

03/27/00

**iviewit.com, Inc.**  
**Profit and Loss**  
 January through December 1999

	Jan - Dec '99
<b>Ordinary Income/Expense</b>	
<b>Expense</b>	
<b>5000 · Direct Operating Expenses</b>	
5050 · Web Hosting Fee	10,412.45
<b>5100 · Video Expenses</b>	
5110 · Sub-contract, Real 3D	
5111 · Sub-contractors	23,271.64
5112 · Real 3D	92,673.13
<b>Total 5110 · Sub-contract, Real 3D</b>	115,944.77
5120 · Video Supplies	3,984.53
<b>Total 5100 · Video Expenses</b>	119,929.30
<b>5200 · Photography Expenses</b>	
5210 · Sub-contract, Photography	502.00
5220 · Photography Supplies	782.87
<b>Total 5200 · Photography Expenses</b>	1,284.87
<b>Total 5000 · Direct Operating Expenses</b>	131,626.62
<b>6000 · Indirect Operating Expenses</b>	
6010 · Rent - Office	46,550.66
6030 · Utilities	4,415.74
6040 · Telephone	23,288.68
6050 · Travel & Lodging	21,276.72
6060 · Meals & Ent	1,901.13
<b>6080 · Promotion, Tradeshow &amp; Adv.</b>	
6081 · Promotion	4,128.64
<b>Total 6080 · Promotion, Tradeshow &amp; Adv.</b>	4,128.64
<b>6100 · Misc. Office Expenses</b>	
6120 · Dues and Subscriptions	475.65
6130 · Licenses & Permits	456.50
6140 · Postage and Shipping	1,400.96
6150 · General Office Expenses	445.00
6155 · Supplies	
6156 · Computer Supplies	19,921.21
6157 · Office Supplies	30,867.49
6158 · Copying & Printing	2,745.82
<b>Total 6155 · Supplies</b>	53,534.52
6160 · Repairs	
6161 · Building Repairs	664.34
<b>Total 6160 · Repairs</b>	664.34
6170 · Gifts	352.15
6180 · Automobile	5,207.43
6190 · Miscellaneous	3,750.87
<b>Total 6100 · Misc. Office Expenses</b>	66,287.42
<b>6250 · Insurance</b>	
6256 · Life Insurance	1,009.24
6252 · Health Insurance	4,992.50
6255 · Auto Insurance	166.00
6260 · Insurance - Other	80.00
<b>Total 6250 · Insurance</b>	6,247.74
<b>6260 · Lease Expense</b>	
6262 · Furniture Lease	4,789.94
<b>Total 6260 · Lease Expense</b>	4,789.94
<b>6270 · Legal &amp; Accounting</b>	
6271 · Legal Fees	330,149.95
6272 · Accounting	40,462.81
<b>Total 6270 · Legal &amp; Accounting</b>	370,612.76
<b>6280 · Consulting Fees</b>	30,000.00

03/27/00

**iviewit.com, Inc.**  
**Profit and Loss**  
 January through December 1999

	Jan - Dec '99
<b>6500 · Payroll Expenses</b>	
<b>6560 · Main Payroll Expense</b>	
<b>6561 · Wages</b>	58,504.41
<b>6562 · Wages (Deferred)</b>	135,416.68
<b>6565 · Social Security</b>	3,467.11
<b>6566 · Medicare</b>	810.85
<b>6567 · Federal Unemployment</b>	310.58
<b>6568 · Florida Unemployment</b>	1,048.22
<b>Total 6560 · Main Payroll Expense</b>	199,557.85
<b>Total 6500 · Payroll Expenses</b>	199,557.85
<b>6820 · Taxes</b>	
<b>6860 · State</b>	275.05
<b>Total 6820 · Taxes</b>	275.05
<b>6900 · Interest Expense</b>	
<b>6910 · Lease Interest Exp.</b>	242.09
<b>6920 · Loan Interest</b>	5,188.56
<b>Total 6900 · Interest Expense</b>	5,430.65
<b>Total 6000 · Indirect Operating Expenses</b>	784,762.98
<b>Total Expense</b>	916,389.60
<b>Net Ordinary Income</b>	-916,389.60
<b>Other Income/Expense</b>	
<b>Other Income</b>	
<b>7010 · Interest Income</b>	3,440.08
<b>Total Other Income</b>	3,440.08
<b>Other Expense</b>	
<b>8200 · Depreciation Expense</b>	4,039.09
<b>Total Other Expense</b>	4,039.09
<b>Net Other Income</b>	-599.01
<b>Net Income</b>	-916,988.61



## ORGANIZATIONAL MEETING

### WRITTEN ACTION OF THE SOLE MEMBER AND THE MANAGERS OF iviewit.com LLC

The undersigned, being the sole member and Managers of iviewit.com LLC, a Delaware limited liability company (the "Company"), hereby take the following written actions in lieu of holding a meeting regarding same:

1. CERTIFICATE OF FORMATION: The Company's Certificate of Formation was sent to the Secretary of State of the State of Delaware for filing and the Company's existence began on June 11, 1999. The Secretary of this Company is directed to file a certified copy thereof, together with the letter from the Secretary of State acknowledging receipt and filing of such Certificate and full payment of all charter fees and all other monies due the State of Delaware, with these minutes once the same are received from the Secretary of State.

2. LIMITED LIABILITY COMPANY AGREEMENT: RESOLVED, that the officers of the Company are hereby authorized and directed to execute and deliver the Limited Liability Company Agreement for the Company, to be dated on or about July 11, 1999, substantially in the form presented to the Member and the Managers attached hereto as Exhibit "A" (the "Agreement"). The Agreement is hereby approved in all respects by the Member and the Managers. The officers are further authorized and directed to make such other changes therein and additions thereto as may be determined to be necessary or appropriate by such officer, the execution thereof to be conclusive evidence of the necessity or appropriateness thereof; and

RESOLVED, that the officers of the Company, or their respective designees, are hereby authorized and directed to take all such further actions and execute all such further agreements, instruments, certificates or documents necessary or desirable to carry out and satisfy the terms of the Agreement, including without limitation, executing and delivering all agreements and instruments set forth as exhibits to the Agreement. The officers are further authorized and directed to make such changes and additions to such agreements, instruments, applications and documents as may be determined to be necessary or appropriate by such officer. The taking of such actions or the execution of such instruments, certificates or documents shall be conclusive evidence of the necessity or appropriateness thereof.

3. OFFICERS: RESOLVED, that the following individual be and he is hereby elected by the Managers to the offices set forth opposite his name, to serve until his successor is duly elected, qualified and seated:

<u>Name</u>	<u>Office</u>
Eliot I. Bernstein	Chairman/President/Vice President/ Secretary/Treasurer

4. MANAGERS: RESOLVED, that the Company shall be managed by a managing board initially consisting of the following two (2) Managers, and such persons shall continue to serve as such until the next annual meeting of the Members or until their successors are duly elected and qualified:

<u>Name</u>
Eliot I. Bernstein
Simon L. Bernstein

5. REGISTERED OFFICE: RESOLVED, that the registered office and registered agent of the Company, initially fixed by the terms of the Company's Certificate of Formation, be retained pending further action by the Managers.

6. DEPOSITORY: RESOLVED, that First Union is selected as the depository of the funds of the Company, and the printed resolutions supplied by that Bank, as attached hereto, are deemed resolutions of this Company duly adopted by the Managers.

7. AUTHORITY TO DO BUSINESS: RESOLVED, that for the purpose of authorizing the Company to do business in any state, territory or dependency of the United States, or any foreign country in which it is necessary or expedient for the Company to transact business, the proper officers of this Company are hereby authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change location of all necessary statutory offices and, under the corporate seal, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country, to authorize the Company to transact business therein and whenever it is expedient for the Company to cease doing business therein and withdraw therefrom, to revoke any appointment or surrender any authority as may be necessary to terminate the authority of the Company to do business in any such state, territory, dependency or country.

8. PAYMENT OF FEES: RESOLVED, that the Treasurer be and he is hereby authorized to pay all fees and expenses incident to and necessary for the organization of the Company.

9. MEMBERS: RESOLVED, that the appropriate officers of the Company be and are hereby instructed to execute, issue and deliver certificates for membership interests of the Company in the following amounts and to the following parties upon receipt of the following consideration:

<u>MEMBER</u>	<u>NUMBER OF INTERESTS</u>	<u>CONSIDERATION</u>
iviewit LLC	1	<u>\$27,706.50</u>

10. ORGANIZATIONAL EXPENSES: RESOLVED, that, effective for the Company's first taxable year, the Company adopt a system of amortizing ratably over a period of sixty (60) months all organizational expenditures which can be so treated under the Internal Revenue Code of 1986, as amended (the "Code").

03/27/00

**iviewit.com, Inc.**  
**Trial Balance**  
**As of December 31, 1999**

	Dec 31, '99	
	Debit	Credit
1010 · Checking LLC - First Union	42,002.13	
1050 · CAP Acct.LLC- First Union	23,680.08	
1060 · Cash in Escrow - First Union	54,000.00	
1100 · Accounts Receivable	139.05	
1521 · Leased Equipment	6,527.02	
1525 · Accum Depr - Leased Equipment		326.35
1511 · Computer & Other Equip.	73,813.53	
1515 · Accum. Depr - Comp. Equip		3,690.68
1531 · Furniture & Fixtures	617.99	
1535 · Accum. Depr. - Furniture		22.06
1740 · Security Deposits	243.91	
1620 · Loan Rec-iviewit Technologies	24,261.02	
1630 · Loan Receivable - Misc.	0.00	
1720 · Start Up Costs	0.00	
1725 · Organizational Costs	0.00	
1750 · Utility Deposits	805.00	
2000 · Accounts Payable		340,969.13
2050 · Accrued Interest Liability		5,188.56
2101 · Accrued Salaries		2,583.34
2199 · Deferred Salaries		93,378.38
2102 · Federal Withholding		558.00
2103 · Social Security		640.68
2104 · Medicare		149.82
2105 · Federal Unemployment		310.58
2106 · Florida Unemployment		859.22
2108 · Exchange	0.00	
2650 · Capital Lease Payable		6,026.54
2500 · Notes Pay.-Affiliated Entities		687,500.00
2590 · J. Osterling	0.00	
2510 · Loans - IVIEWIT LLC	0.00	
2520 · Loans - S. Bernstein	0.00	
2540 · Loans - G. & B. Lewin	0.00	
2550 · Loans - J. Armstrong	0.00	
2560 · Loans - A. Dietz	0.00	
2565 · Loans - D. Dietz	0.00	
2570 · Loans - G. Iantoni	0.00	
2575 · Loans - J. Iantoni	0.00	
2580 · Loans - D. Kane	0.00	
2585 · Loans - L. Friedstein	0.00	
2600 · Loans - Huzienga Holdings	0.00	
3000 · Opening Bal Equity	0.00	
3210 · Common Stock (\$.01 par value)		8.75
3220 · Additional Paid in Capital		866.25
5050 · Web Hosting Fee	10,412.45	
5111 · Sub-contractors	23,271.64	
5112 · Real 3D	92,673.13	
5120 · Video Supplies	3,984.53	
5210 · Sub-contract, Photography	502.00	
5220 · Photography Supplies	782.87	
6010 · Rent - Office	46,550.66	
6030 · Utilities	4,415.74	
6040 · Telephone	23,288.68	
6050 · Travel & Lodging	21,276.72	
6060 · Meals & Ent	1,901.13	
6081 · Promotion	4,128.64	
6120 · Dues and Subscriptions	475.65	
6130 · Licenses & Permits	456.50	
6140 · Postage and Shipping	1,400.96	
6150 · General Office Expenses	445.00	
6156 · Computer Supplies	19,921.21	
6157 · Office Supplies	30,867.49	
6158 · Copying & Printing	2,745.82	
6161 · Building Repairs	664.34	
6170 · Gifts	352.15	
6180 · Automobile	5,207.43	
6190 · Miscellaneous	3,750.87	

03/27/00

**iviewit.com, Inc.**  
**Trial Balance**  
**As of December 31, 1999**

	<b>Dec 31, '99</b>	
	<b>Debit</b>	<b>Credit</b>
<b>6250 · Insurance</b>	80.00	
<b>6256 · Life Insurance</b>	1,009.24	
<b>6252 · Health Insurance</b>	4,992.50	
<b>6255 · Auto Insurance</b>	166.00	
<b>6262 · Furniture Lease</b>	4,789.94	
<b>6271 · Legal Fees</b>	330,149.95	
<b>6272 · Accounting</b>	40,462.81	
<b>6280 · Consulting Fees</b>	30,000.00	
<b>6561 · Wages</b>	58,504.41	
<b>6562 · Wages (Deferred)</b>	135,416.68	
<b>6565 · Social Security</b>	3,467.11	
<b>6566 · Medicare</b>	810.85	
<b>6567 · Federal Unemployment</b>	310.58	
<b>6568 · Florida Unemployment</b>	1,048.22	
<b>6860 · State</b>	275.05	
<b>6910 · Lease Interest Exp.</b>	242.09	
<b>6920 · Loan Interest</b>	5,188.56	
<b>7010 · Interest Income</b>		3,440.08
<b>8200 · Depreciation Expense</b>	4,039.09	
<b>TOTAL</b>	<b><u>1,146,518.42</u></b>	<b><u>1,146,518.42</u></b>

**iviewit Holdings**  
**Related Party Transactions**  
**December 31, 1999**

The following stockholders have promissory notes outstanding as of December 31, 1999:

<u>Name</u>	<u>Amount</u>
Armstrong, James	15,000.00
Bernstein, Simon	30,000.00
Dietz, Donna	15,000.00
Dietz, Andrew	15,000.00
Friedstein, Lisa	15,000.00
Iantoni, Guy	15,000.00
Iantoni, Jill	15,000.00
Kane, Donald	22,500.00
Lewin, Barbara	15,000.00
Lewin, Gerald	15,000.00
Osterling, James	15,000.00
	<hr/>
	187,500.00

A. Articles of Incorporation and all amendments thereto.

State of Delaware  
Office of the Secretary of State

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PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "IVIEWIT.COM, INC.", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF DECEMBER, A.D. 1999, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

3151464 8100

991567864

AUTHENTICATION: 0171496

DATE: 12-30-99




Brian G. Utley

2255 Glades Road,  
Suite 337W  
Boca Raton, FL 33431

Gerald R. Lewin

2255 Glades Road  
Suite 337W  
Boca Raton, FL 33431

IN WITNESS WHEREOF, I have hereunto set my hand this 28 day of December, 1999.

  
\_\_\_\_\_  
Brian G. Utley  
Incorporator

## CERTIFICATE OF INCORPORATION

OF

**iviewit.com, Inc.**

The undersigned incorporator, in order to form a corporation under the General Corporation Law of Delaware, certifies as follows:

**FIRST:** The name of the corporation is **iviewit.com, Inc.**

**SECOND:** Its registered office in the State of Delaware is to be located at 30 Old Rudnick Lane, in the City of Dover, County of Kent. The Registered Agent in charge thereof is CorpAmerica, Inc., 30 Old Rudnick Lane, Dover, Delaware 19901.

**THIRD:** The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

**FOURTH:** The corporation shall have the authority to issue 1,000 shares of common stock, par value \$.001 per share.

**FIFTH:** The name and mailing address of the incorporator is as follows:

Brian G. Utley  
2255 Glades Road, Suite 337W  
Boca Raton, FL 33431

**SIXTH:** The names and mailing addresses of the initial directors of the Corporation are:

<u>Name</u>	<u>Mailing Address</u>
Eliot I. Bernstein	2255 Glades Road, Suite 337W Boca Raton, FL 33431
Simon L. Bernstein	2255 Glades Road, Suite 337W Boca Raton, FL 33431


Brian G. Utley

2255 Glades Road,  
Suite 337W  
Boca Raton, FL 33431


Gerald R. Lewin

2255 Glades Road  
Suite 337W  
Boca Raton, FL 33431

**IN WITNESS WHEREOF**, I have hereunto set my hand this 28 day of December, 1999.

  
\_\_\_\_\_  
Brian G. Utley  
Incorporator

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the application by IVIEWIT.COM, INC., a Delaware corporation, authorized to transact business within the State of Florida on January 5, 2000 as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H00000000707. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is F00000000089.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Sixth day of January, 2000

Authentication Code: 900A00000679-010600-F00000000089-1/1



CR2EO22 (1-99)

*Katherine Harris*  
Katherine Harris  
Secretary of State

State of Delaware  
Office of the Secretary of State PAGE 1

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF LIMITED LIABILITY COMPANY OF "IVIEWIT.COM LLC", FILED IN THIS OFFICE ON THE ELEVENTH DAY OF JUNE, A.D. 1999, AT 9 O'CLOCK A.M.



A handwritten signature in cursive script, reading "Edward J. Freel", is written over a horizontal line.

Edward J. Freel, Secretary of State

3055309 8100

991236550

AUTHENTICATION: 9801221

DATE: 06-14-99

**CERTIFICATE OF FORMATION**

**OF**

**IVIEWIT.COM LLC**

The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

**FIRST:** The name of the limited liability company (hereinafter called the "limited liability company") is **iviewit.com LLC**.

**SECOND:** The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

Executed on June 11, 1999.

/s/ Spencer Romoff  
Spencer Romoff, Authorized Person

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the application by IVIEWIT.COM LLC, a Delaware limited liability company, authorized to transact business within the state of Florida on July 6, 1999, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H99000016419. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is M99000001029.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Sixth day of July, 1999



CR25022 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
ATLANTA GA 39901

DATE OF THIS NOTICE: 02-29-2000  
NUMBER OF THIS NOTICE: CP 575 A  
EMPLOYER IDENTIFICATION NUMBER: 65-0983247  
FORM: SS-4  
0716802252 B

FOR ASSISTANCE CALL US AT:  
1-800-829-1040

IVIEWIT COM INC  
2255 GLADES RD STE 337 W  
BOCA RATON FL 33431

OR WRITE TO THE ADDRESS  
SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)**

Thank you for your Form SS-4, Application for Employer Identification Number (EIN). We assigned you EIN 65-0983247. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Use your complete name and EIN as shown above on all federal tax forms, payments, and related correspondence. If you use any variation in your name or EIN, it may cause a delay in processing, incorrect information in your account, or cause you to be assigned more than one EIN.

Based on the information shown on your Form SS-4, you must file the following forms(s) by the date we show.

Form 941	04/30/2000
Form 1120	03/15/2001
Form 940	01/31/2001

Please file your Form by the due date shown above. If the due date above has passed and you have not yet filed, please file your Form by 03-15-2000. If we don't receive your form by that date, we will charge additional penalties and interest. We charge penalties and interest from the due date of the return until it is filed.

Your assigned tax classification is based on information obtained from your Form SS-4. It is not a legal determination of your tax classification and is not binding on the Service. If you want a determination on your tax classification, you may seek a private letter ruling from the Service under the procedures set forth in Rev. Proc. 98-01, 1998-1 I.R.B. 7 (or the superceding revenue procedure for the year at issue).

If you need help in determining what your tax year is, you can get Publication 538, Accounting Periods and Methods, at your local IRS office.

If you have any questions about the forms shown or the date they are due, you may call us at 1-800-829-1040 or write to us at the address shown above.

If you're required to deposit for employment taxes (Forms 941, 943, 940, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), we will send an initial supply of Federal Tax Deposit (FTD) coupon books within six weeks. You can use the enclosed coupons if you need to make a deposit before you receive your supply. Start your business off right - pay your taxes the easy way. Pay through the Electronic Federal Tax Payment System (EFTPS). For information about EFTPS, call 1-800-829-3676 and request Publication 966, EFTPS Answers to the Most Commonly Asked Questions.



*iviewit.com, LLC*  
**Projected Cash Expenditures**  
 Nov. and Dec. 1999

	Nov '99 Total Exp.	Nov Exp. Paid As of 11/17/99	Remaining Nov. Exp.'s	Dec '99 Total Exp.
<b>Beginning Cash Balance (11/01/99) **</b>	<b>241,569.92</b>	<b>241,569.92</b>	<b>155,498.59</b>	<b>153,558.36</b>
<b>Expense</b>				
<b>6000 · Direct Operating Expenses</b>				
6010 · Web Expense	2,222.08	2,476.84	(254.76)	990.00
6015 · Network Specialist				
6020 · Technology Support	22,710.71	22,710.71	0.00	31,000.00
6030 · Photography Expense	2,000.00	666.54	1,333.46	2,000.00
<b>Total 6000 · Direct Operating Expenses</b>	<b>26,932.79</b>	<b>25,854.09</b>	<b>1,078.70</b>	<b>33,990.00</b>
<b>6100 · General &amp; Admin. Expenses</b>				
6110 · Bank Service Charges	150.00		150.00	150.00
6120 · Dues and Subscriptions	180.00		180.00	180.00
6130 · Licenses & Permits	200.00		200.00	200.00
6140 · Postage and Shipping	400.00	520.00	(120.00)	200.00
6150 · Telephone	3,500.00	4,716.13	(1,216.13)	3,000.00
6160 · Utilities	500.00	317.91	182.09	500.00
6180 · Automobile	505.40	505.40	0.00	252.70
6190 · Miscellaneous	300.00	390.22	(90.22)	400.00
<b>Total 6100 · General &amp; Admin. Expenses</b>	<b>5,735.40</b>	<b>6,449.66</b>	<b>(714.26)</b>	<b>4,882.70</b>
<b>6250 · Insurance</b>				
6251 · Liability Insurance	148.00		148.00	148.00
6252 · Health Insurance	2,100.00	579.30	1,520.70	1,600.00
6253 · Workmans Comp			0.00	
6255 · Auto Insurance	163.00	163.00	0.00	83.00
<b>Total 6250 · Insurance</b>	<b>2,411.00</b>	<b>742.30</b>	<b>1,668.70</b>	<b>1,831.00</b>
<b>6260 · Lease Expense</b>				
6261 · Equipment Lease	600.00		600.00	600.00
<b>Total 6260 · Lease Expense</b>	<b>600.00</b>		<b>600.00</b>	<b>600.00</b>
<b>6350 · Travel &amp; Ent</b>				
6370 · Meals	1,000.00	1,102.03	(102.03)	1,000.00
6380 · Travel	2,000.00	4,353.43	(2,353.43)	2,000.00
<b>Total 6350 · Travel &amp; Ent</b>	<b>3,000.00</b>	<b>5,455.46</b>	<b>(2,455.46)</b>	<b>3,000.00</b>
<b>6500 · Supplies</b>				
6510 · Computer Supplies	1,000.00	1,699.67	(699.67)	1,000.00
6520 · Office Supplies	1,500.00	942.42	557.58	1,000.00
6525 · Copying & Printing	648.52	324.26	324.26	300.00
<b>Total 6500 · Supplies</b>	<b>3,148.52</b>	<b>2,966.35</b>	<b>182.17</b>	<b>2,300.00</b>
<b>6560 · Payroll Expenses</b>				
6561 · Wages	17,031.70	17,031.70	0.00	4,213.44

\* For internal purposes only

\*\* Does not reflect Cash in Escrow of \$54,000

***iviewit.com, LLC***  
**Projected Cash Expenditures**  
 Nov. and Dec. 1999

	<u>Nov '99 Total Exp.</u>	<u>Nov Exp. Paid As of 11/17/99</u>	<u>Remaining Nov. Exp.'s</u>	<u>Dec '99 Total Exp.</u>
6562 · Federal withholding	3,879.84	3,879.84	0.00	3,774.17
6563 · Social Security	2,332.30	2,332.30	0.00	2,927.90
6566 · Medicare	545.47	545.47	0.00	684.74
6567 · Federal Unemployment	139.80		139.80	
6568 · Florida Unemployment	282.85		282.85	
<b>Total 6560 · Payroll Expenses</b>	<u>24,211.96</u>	<u>23,789.31</u>	<u>422.65</u>	<u>11,600.25</u>
6600 · Rent	14,561.44	14,561.44	0.00	14,561.14
6610 · Outside Services	3,500.00	4,928.17	(1,428.17)	3,500.00
6860 State Taxes		414.10		
<b>Capital Expenditures</b>				
Printer	1,000.00	0.00	1,000.00	
Computer Equipment	910.45	910.45	0.00	
Back-up tape drive & software	2,000.00		2,000.00	
<b>Total Estimated Expenditures</b>	<u>88,011.56</u>			<u>76,265.09</u>
<b>Total Expenditures as of 11/10/99</b>		<u>86,071.33</u>		
<b>Total Remaining Expenditures</b>			<u>2,354.33</u>	
<b>Estimated Ending Cash Balance (11/30/99)</b>	<u>153,558.36</u>		<u>153,144.26</u>	
<b>Actual Ending Cash Balance (11/17/99)</b>		<u>155,498.59</u>		
<b>Estimated Ending Cash Balance (12/31/99)</b>				<u>77,293.27</u>

\* For internal purposes only

\*\* Does not reflect Cash in Escrow of \$54,000

**iviewit.com, LLC**  
**Projected Cash Expenditures**  
 Nov. and Dec. 1999

	Nov '99 Total Exp.	Nov Exp. Paid As of 11/10/99	Remaining Nov. Exp.'s	Dec '99 Total Exp.
<b>Beginning Cash Balance (11/01/99) **</b>	<b>241,569.92</b>	<b>241,569.92</b>	<b>177,820.92</b>	<b>153,558.36</b>
<b>Expense</b>				
<b>6000 · Direct Operating Expenses</b>				
6010 · Web Expense	2,222.08	2,222.08	0.00	990.00
6015 · Network Specialist				
6020 · Technology Support	22,710.71	22,710.71	0.00	31,000.00
6030 · Photography Expense	2,000.00	100.00	1,900.00	2,000.00
<b>Total 6000 · Direct Operating Expenses</b>	<b>26,932.79</b>	<b>25,032.79</b>	<b>1,900.00</b>	<b>33,990.00</b>
<b>6100 · General &amp; Admin. Expenses</b>				
6110 · Bank Service Charges	150.00		150.00	150.00
6120 · Dues and Subscriptions	180.00		180.00	180.00
6130 · Licenses & Permits	200.00		200.00	200.00
6140 · Postage and Shipping	400.00		400.00	200.00
6150 · Telephone	3,500.00	1,168.65	2,331.35	3,000.00
6160 · Utilities	500.00		500.00	500.00
6180 · Automobile	505.40	505.40	0.00	252.70
6190 · Miscellaneous	300.00	224.19	75.81	400.00
<b>Total 6100 · General &amp; Admin. Expenses</b>	<b>5,735.40</b>	<b>1,898.24</b>	<b>3,837.16</b>	<b>4,882.70</b>
<b>6250 · Insurance</b>				
6251 · Liability Insurance	148.00		148.00	148.00
6252 · Health Insurance	2,100.00	579.30	1,520.70	1,600.00
6253 · Workmans Comp			0.00	
6255 · Auto Insurance	163.00	163.00	0.00	83.00
<b>Total 6250 · Insurance</b>	<b>2,411.00</b>	<b>742.30</b>	<b>1,668.70</b>	<b>1,831.00</b>
<b>6260 · Lease Expense</b>				
6261 · Equipment Lease	600.00		600.00	600.00
<b>Total 6260 · Lease Expense</b>	<b>600.00</b>		<b>600.00</b>	<b>600.00</b>
<b>6350 · Travel &amp; Ent</b>				
6370 · Meals	1,000.00	648.11	351.89	1,000.00
6380 · Travel	2,000.00	1,543.83	456.17	2,000.00
<b>Total 6350 · Travel &amp; Ent</b>	<b>3,000.00</b>	<b>2,191.94</b>	<b>808.06</b>	<b>3,000.00</b>
<b>6500 · Supplies</b>				
6510 · Computer Supplies	1,000.00	909.97	90.03	1,000.00
6520 · Office Supplies	1,500.00	377.51	1,122.49	1,000.00
6525 · Copying & Printing	648.52	324.26	324.26	300.00
<b>Total 6500 · Supplies</b>	<b>3,148.52</b>	<b>1,611.74</b>	<b>1,536.78</b>	<b>2,300.00</b>
<b>6560 · Payroll Expenses</b>				
6561 · Wages	17,031.70	14,924.98	2,106.72	4,213.44

\* For internal purposes only

\*\* Does not reflect Cash in Escrow of \$54,000

**iviewit.com, LLC**  
**Projected Cash Expenditures**

Nov. and Dec. 1999

	<u>Nov '99 Total Exp.</u>	<u>Nov Exp. Paid As of 11/10/99</u>	<u>Remaining Nov. Exp.'s</u>	<u>Dec '99 Total Exp.</u>
6562 · Federal withholding	3,879.84		3,879.84	3,774.17
6563 · Social Security	2,332.30		2,332.30	2,927.90
6566 · Medicare	545.47		545.47	684.74
6567 · Federal Unemployment	139.80		139.80	143.33
6568 · Florida Unemployment	282.85		282.85	483.75
<b>Total 6560 · Payroll Expenses</b>	<u>24,211.96</u>	<u>14,924.98</u>	<u>9,286.98</u>	<u>12,227.33</u>
6600 · Rent	14,561.44	14,561.44	0.00	14,561.14
6610 · Outside Services	3,500.00	1,875.12	1,624.88	3,500.00
<b>Capital Expenditures</b>				
Printer	1,000.00		1,000.00	
Computer Equipment	910.45	910.45	0.00	
Back-up tape drive & software	2,000.00		2,000.00	
<b>Total Estimated Expenditures</b>	<u>88,011.56</u>			<u>76,892.17</u>
<b>Total Expenditures as of 11/10/99</b>		<u>63,749.00</u>		
<b>Total Remaining Expenditures</b>			<u>24,262.56</u>	
<b>Estimated Ending Cash Balance (11/30/99)</b>	<u>153,558.36</u>		<u>153,558.36</u>	
<b>Actual Ending Cash Balance (11/10/99)</b>		<u>177,820.92</u>		
<b>Estimated Ending Cash Balance (12/31/99)</b>				<u>76,666.19</u>

\* For internal purposes only

\*\* Does not reflect Cash in Escrow of \$54,000



# Commercial Checking

01 200002782748 036 142 69 51 42,906



VIEWIT.COM LLC  
2255 GLADES ROAD, SUITE 337 WEST CB  
BOCA RATON FL 33431

## Commercial Checking

1/01/2000 thru 1/31/2000

Account number: 200002782748  
Account holder(s): VIEWIT.COM LLC  
Taxpayer ID Number: 650927941

### Account Summary

Opening balance 1/01	\$44,358.23
Deposits and other credits	45,739.05 +
Checks	46,743.45 -
Closing balance 1/31	\$43,353.83

### Deposits and Other Credits

D	Amount	Description
1/03	6,000.00	DEPOSIT
1/12	139.05	DEPOSIT
1/20	2,000.00	DEPOSIT
1/20	20,000.00	TRANSFER PER CUSTOMERS REQUEST
1/25	500.00	DEPOSIT
1/26	2,100.00	DEPOSIT
1/27	15,000.00	FUNDS TRANSFER (ADVICE 000127032488) RCVD FROM NORTHERN TR COMPA ORG = JEFFREY S FRIEDSTEIN OR RFB = 000127037344 OBI = REF = 000127037344 05:28P
<b>Total</b>	<b>\$45,739.05</b>	

### Checks

Number	Amount	Date posted	Number	Amount	Date posted	Number	Amount	Date posted
1263	371.49	1/03	1280	2,235.28	1/06	1289	99.70	1/10
1265*	91.13	1/05	1281	1,248.74	1/05	1290	92.10	1/13
1266	500.67	1/18	1282	855.99	1/07	1291	339.02	1/14
1272*	63.57	1/03	1283	21.20	1/06	1293*	249.33	1/13
1274*	320.00	1/06	1284	1,116.00	1/07	1294	390.49	1/12
1275	252.70	1/05	1285	2,166.00	1/07	1295	94.34	1/18
1276	82.00	1/06	1286	10.64	1/10	1296	1,310.00	1/20
1278*	62.00	1/11	1287	412.57	1/10	1297	14,561.14	1/25
1279	14.25	1/10	1288	375.60	1/13	1298	36.00	1/18

\* Indicates a break in check number sequence

Checks continued on next page

## Checks *continued*

<i>Number</i>	<i>Amount</i>	<i>Date posted</i>	<i>Number</i>	<i>Amount</i>	<i>Date posted</i>	<i>Number</i>	<i>Amount</i>	<i>Date posted</i>
1299	12.75	1/19	1325*	1.46	1/21	1343	1,620.00	1/28
1300	25.50	1/19	1326	6.30	1/24	1344	2,052.00	1/26
1301	115.99	1/18	1327	1,070.00	1/21	1345	245.00	1/26
1302	250.00	1/24	1328	415.82	1/24	1346	208.95	1/31
1303	164.99	1/20	1330*	438.84	1/19	1347	148.15	1/27
1304	29.68	1/19	1331	10.83	1/18	1348	24.25	1/31
1314*	131.59	1/19	1332	34.96	1/19	1349	50.73	1/31
1315	736.40	1/18	1333	220.58	1/20	1351*	98.00	1/31
1316	3.37	1/18	1334	670.00	1/28	1352	37.10	1/26
1317	90.00	1/20	1335	405.19	1/20	1353	483.41	1/26
1318	49.97	1/26	1337*	593.47	1/25	1354	1,805.57	1/26
1319	27.56	1/19	1338	856.97	1/25	1358*	905.24	1/31
1320	36.59	1/21	1339	1,250.72	1/21	<b>Total</b>	<b>\$46,743.45</b>	
1322*	1,348.50	1/18	1340	2,100.00	1/21			
1323	310.58	1/18	1342*	284.49	1/27			

\* Indicates a break in check number sequence

## Daily Balance Summary

<i>Dates</i>	<i>Amount</i>	<i>Dates</i>	<i>Amount</i>	<i>Dates</i>	<i>Amount</i>
1/03	43,923.17	1/13	39,966.50	1/25	34,936.69
1/05	48,330.60	1/14	39,627.48	1/26	32,363.64
1/06	45,672.12	1/18	36,470.80	1/27	46,931.00
1/07	41,534.13	1/19	35,769.92	1/28	44,641.00
1/10	40,996.97	1/20	55,579.16	1/31	43,353.83
1/11	40,934.97	1/21	51,120.39		
1/12	40,683.53	1/24	50,448.27		

# Reconciliation Report

2/13/2000

Checking - First Union account reconciled for the period ending 01/31/2000

## Cleared Transactions

Previous Balance		44,358.23
Cleared Checks and Payments	69 Items	-46,743.45
Cleared Deposits and Other Credits	7 Items	45,739.05
Cleared Balance		43,353.83

## Uncleared Transactions

Uncleared Checks and Payments	17 Items	-30,389.03
Uncleared Deposits and Other Credits	0 Items	0.00

## New Transactions

Account Balance as of 01/31/2000 (statement closing date)		12,964.80
New Checks and Payments	23 Items	-24,329.62
New Deposits and Other Credits	1 Items	40,000.00
Ending Account Balance		28,635.18

# Reconciliation Report

2/13/2000

Checking - First Union account reconciled for the period ending 01/31/2000

<u>Date</u>	<u>No.</u>	<u>Payee</u>	<u>Memo</u>	<u>Account</u>	<u>C</u>	<u>Amount</u>
<b>Cleared Transactions:</b>						
<b>Cleared Checks and Payments:</b>						
12/23/1999	1263	J. Rosario	Exp reimb	Checking - First Union	X	-371.49
12/23/1999	1265	Erika Lewin		Checking - First Union	X	-91.13
12/23/1999	1266	Jim Armstrong		Checking - First Union	X	-500.67
12/29/1999	1272	Comp USA	Network card	Checking - First Union	X	-63.57
12/30/1999	1274	Melzer, Lippe, Goldstein ...	reimb for patent office di...	Checking - First Union	X	-320.00
01/03/2000	1275	Republic Security Bank	Jan. auto payment	Checking - First Union	X	-252.70
01/03/2000	1276	Geico	Jan. pmt	Checking - First Union	X	-82.00
01/04/2000	1278	FedEx	Shipping	Checking - First Union	X	-62.00
01/04/2000	1279	UPS	Charges for 12/04/99 -12...	Checking - First Union	X	-14.25
01/04/2000	1280	United Health Care	January Payment	Checking - First Union	X	-2,235.28
01/05/2000	1281	Martha Mantecon		Checking - First Union	X	-1,248.74
01/05/2000	1282	Jennifer A Kluge		Checking - First Union	X	-855.99
01/05/2000	1283	Media Workshop	Beta - VHS conversion	Checking - First Union	X	-21.20
01/06/2000	1284	J. Rosario	Services for 12/13-12/30/...	Checking - First Union	X	-1,116.00
01/06/2000	1285	Zakirul Shirajee	Services for 12/10-12/30/...	Checking - First Union	X	-2,166.00
01/06/2000	1286	Bell South		Checking - First Union	X	-10.64
01/06/2000	1287	Bell South		Checking - First Union	X	-412.57
01/06/2000	1288	Intermedia Communications		Checking - First Union	X	-375.60
01/07/2000	1289	Bell South		Checking - First Union	X	-99.70
01/07/2000	1290	Intermedia Communications		Checking - First Union	X	-92.10
01/07/2000	1291	Bell Atlantic		Checking - First Union	X	-339.02
01/10/2000	1293	JDR Capital Corp	Computer Equipment Le...	Checking - First Union	X	-249.33
01/10/2000	1294	TTI National, Inc.	Long Distance	Checking - First Union	X	-390.49
01/10/2000	1295	Wall Street Journal	6 month subscription	Checking - First Union	X	-94.34
01/11/2000	1296	Verio Web Hosting		Checking - First Union	X	-1,310.00
01/11/2000	1297	Bank of America		Checking - First Union	X	-14,561.14
01/12/2000	1298	UPS	Charges for 12/11/99 -12...	Checking - First Union	X	-36.00
01/12/2000	1299	FedEx	Shipping on 12/22/99	Checking - First Union	X	-12.75
01/12/2000	1300	FedEx	Shipping on 12/23 & 28/99	Checking - First Union	X	-25.50
01/12/2000	1301	CNA	3001323198	Checking - First Union	X	-115.99
01/12/2000	1302	Carlos Gastelbondo	Photo shoot at Lexus of ...	Checking - First Union	X	-250.00
01/12/2000	1303	Boca Raton Office Supply		Checking - First Union	X	-164.99
01/12/2000	1304	Media Workshop		Checking - First Union	X	-29.68
01/14/2000	1314	Bell Atlantic		Checking - First Union	X	-131.59
01/14/2000	1315	Bell South		Checking - First Union	X	-736.40
01/14/2000	1316	Bell South	800 number exp.	Checking - First Union	X	-3.37
01/14/2000	1317	Filter Fresh		Checking - First Union	X	-90.00



## Reconciliation Report

2/13/2000

Checking - First Union account reconciled for the period ending 01/31/2000

<u>Date</u>	<u>No.</u>	<u>Payee</u>	<u>Memo</u>	<u>Account</u>	<u>C</u>	<u>Amount</u>
01/14/2000	1318	Industry Standard, The	Subscription-40 issues	Checking - First Union	X	-49.97
01/14/2000	1319	Media Workshop	#24476, Beta to SVHS c...	Checking - First Union	X	-27.56
01/14/2000	1320	Zephyrhills	Dec. bottled water	Checking - First Union	X	-36.59
01/14/2000	1322	First Union		Checking - First Union	X	-1,348.50
01/14/2000	1323	First Union		Checking - First Union	X	-310.58
01/17/2000	1325	AT&T Wireless	Late payment fee	Checking - First Union	X	-1.46
01/17/2000	1326	AT&T	Long Distance	Checking - First Union	X	-6.30
01/17/2000	1327	Intermedia Communications		Checking - First Union	X	-1,070.00
01/17/2000	1328	Intermedia Communications		Checking - First Union	X	-415.82
01/18/2000	1330	E. Bernstein		Checking - First Union	X	-438.84
01/18/2000	1331	Martha Mantecon	Exp Reimb.-Jen's bday c...	Checking - First Union	X	-10.83
01/18/2000	1332	Zakirul Shirajee	Exp reimb-Madonna tape...	Checking - First Union	X	-34.96
01/18/2000	1333	Guy Iantoni		Checking - First Union	X	-220.58
01/18/2000	1334	Verio Web Hosting		Checking - First Union	X	-670.00
01/18/2000	1335	FP & L		Checking - First Union	X	-405.19
01/20/2000	1337	Comp USA	Parts for back up system	Checking - First Union	X	-593.47
01/20/2000	1338	Jennifer A Kluge		Checking - First Union	X	-856.97
01/20/2000	1339	Martha Mantecon		Checking - First Union	X	-1,250.72
01/21/2000	1340	Cash	To be reimbursed by Si	Checking - First Union	X	-2,100.00
01/21/2000	1342	Barry Becker	Reimb. for cable expense	Checking - First Union	X	-284.49
01/21/2000	1343	J. Rosario	Services for 1/2-1/16/00 ...	Checking - First Union	X	-1,620.00
01/21/2000	1344	Zakirul Shirajee	Services for 1/1-1/15/00 ...	Checking - First Union	X	-2,052.00
01/24/2000	1345	Stephen Hamer	Repairs to bldg walls	Checking - First Union	X	-245.00
01/25/2000	1346	Prime Co	Eliot's cel phones (2), Gu...	Checking - First Union	X	-208.95
01/25/2000	1347	FP & L	Eliot's utilities	Checking - First Union	X	-148.15
01/25/2000	1348	UPS	Charges for 1/1/00 -1/7/00	Checking - First Union	X	-24.25
01/25/2000	1349	PitneyWorks		Checking - First Union	X	-50.73
01/25/2000	1351	FedEx		Checking - First Union	X	-98.00
01/25/2000	1352	Compu Mark	SCSI Cable	Checking - First Union	X	-37.10
01/25/2000	1353	E. Bernstein		Checking - First Union	X	-483.41
01/25/2000	1354	E. Bernstein		Checking - First Union	X	-1,805.57
01/26/2000	1358	Microsmart	Pentium System	Checking - First Union	X	-905.24
<b>Total Cleared Checks and Payments</b>					69 Items	<b>-46,743.45</b>

**Cleared Deposits and Other Credits:**

01/05/2000				Checking - First Union	X	6,000.00
01/13/2000		Corporation Service Co.		Checking - First Union	X	139.05
01/19/2000	2953	Great Expectations		Checking - First Union	X	2,000.00
01/20/2000			Transfer funds	Checking - First Union	X	20,000.00
01/24/2000	2520	Kids' Camps.com		Checking - First Union	X	500.00
01/25/2000			repayment from si	Checking - First Union	X	2,100.00

# Reconciliation Report

2/13/2000

Checking - First Union account reconciled for the period ending 01/31/2000

Date	No.	Payee	Memo	Account	C	Amount
01/26/2000			J. Freidstein wire transfer	Checking - First Union	X	15,000.00
Total Cleared Deposits and Other Credits				7 Items		45,739.05
<b>Total Cleared Transactions</b>				<b>76 Items</b>		<b>-1,004.40</b>

**Uncleared Transactions as of 01/31/2000:**

Uncleared Checks and Payments:

12/29/1999	1271	Transamerica Life Insurance	Binder for Eliot Bernstein	Checking - First Union		-1,009.24
01/04/2000	1277	AMEX	Microsoft Project 98 Win...	Checking - First Union		-469.00
01/07/2000	1292	Transamerica Life Insurance	Eliot Bernstein	Checking - First Union		-38.14
01/13/2000	1305	The Commissioner of Pate...	Patent Exp.	Checking - First Union		-40.00
01/13/2000	1306	The Commissioner of Pate...	Patent Exp.	Checking - First Union		-40.00
01/13/2000	1307	The Commissioner of Pate...	Patent Exp.	Checking - First Union		-40.00
01/13/2000	1308	The Commissioner of Pate...	Patent Exp.	Checking - First Union		-40.00
01/13/2000	1309	The Commissioner of Pate...	Patent Exp.	Checking - First Union		-40.00
01/13/2000	1310	The Commissioner of Pate...	Patent Exp.	Checking - First Union		-40.00
01/13/2000	1311	The Commissioner of Pate...	Patent Exp.	Checking - First Union		-40.00
01/13/2000	1312	The Commissioner of Pate...	Patent Exp.	Checking - First Union		-40.00
01/14/2000	1324	Florida U.C. Fund	2222574	Checking - First Union		-859.22
01/18/2000	1329	AMEX	California Trip	Checking - First Union		-4,500.05
01/25/2000	1350	GlobalCom	Telephone - Long Distance	Checking - First Union		-64.70
01/25/2000	1355	Zakirul Shirajee	Exp reimb-2x 3Com Net...	Checking - First Union		-148.34
01/25/2000	1356	Jim Armstrong		Checking - First Union		-2,980.34
01/26/2000	1357	Real 3D Inc.	Tech. exp -Invoice 01151	Checking - First Union		-20,000.00
Total Uncleared Checks and Payments				17 Items		-30,389.03

Uncleared Deposits and Other Credits:

Total Uncleared Deposits and Other Credits				0 Items		0.00
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<b>Total Uncleared Transactions as of 01/31/2000</b>				<b>17 Items</b>		<b>-30,389.03</b>
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--- New Transactions:

# Reconciliation Report

2/13/2000

Checking - First Union account reconciled for the period ending 01/31/2000

<u>Date</u>	<u>No.</u>	<u>Payee</u>	<u>Memo</u>	<u>Account</u>	<u>C</u>	<u>Amount</u>
New Checks and Payments:						
02/01/2000	1360	Headway Technology Res...	Technical Support-Intern...	Checking - First Union		-85.00
02/03/2000	1362	Christian Fontenot	Dazzle card	Checking - First Union		-125.50
02/04/2000	1363	Martha Mantecon		Checking - First Union		-1,250.72
02/04/2000	1364	Jennifer A Kluge		Checking - First Union		-856.99
02/04/2000	1365	Headway Technology Res...	Technical Support-Intern...	Checking - First Union		-607.50
02/07/2000	1367	United Health Care	Feb. Health Insurance	Checking - First Union		-1,724.58
02/07/2000	1368	Office Depot	Ethernet cables	Checking - First Union		-34.95
02/07/2000	1369	Office Depot	Network cables	Checking - First Union		-25.41
02/08/2000	1370	Boca Cafe	food for office lunch	Checking - First Union		-15.40
02/09/2000	1371	AT&T Wireless	Dec. charges for 5 cellula...	Checking - First Union		-1,060.80
02/09/2000	1372	Geico		Checking - First Union		-82.30
02/09/2000	1373	Hewlett Packard		Checking - First Union		-95.20
02/09/2000	1374	J. Rosario	Services for 1/18-1/31/00...	Checking - First Union		-1,248.00
02/09/2000	1375	JDR Capital Corp	Computer Equipment Le...	Checking - First Union		-249.33
02/09/2000	1376	Media Workshop	#24557, Beta to SVHS c...	Checking - First Union		-42.40
02/09/2000	1377	Personal Limousine Servic...	Misc. drop offs & pick ups	Checking - First Union		-552.50
02/09/2000	1378	Teligent	Dec. & Jan. phone & DS...	Checking - First Union		-2,148.15
02/09/2000	1379	Zakirul Shirajee	Services for 1/15-1/31/00...	Checking - First Union		-2,028.00
02/09/2000	1380	BDS Courier		Checking - First Union		-114.50
02/11/2000	1381	Eliot Bernstein	loan against def. salaries	Checking - First Union		-2,000.00
02/11/2000	1382	Jennifer A Kluge		Checking - First Union		-20.99
02/11/2000	1383	Zakirul Shirajee	9"TV	Checking - First Union		-136.61
02/11/2000	1384	Real 3D Inc.	Tech. exp -Invoice 01151	Checking - First Union		-9,824.79
Total New Checks and Payments					23 Items	-24,329.62
New Deposits and Other Credits:						
02/11/2000				Checking - First Union		40,000.00
Total New Deposits and Other Credits					1 Items	40,000.00
<b>Total New Transactions</b>					<b>24 Items</b>	<b>15,670.38</b>

**Explanation for Difference Between Checking Account Balance at 12/31/99 and Bank Reconciliation Balance at 12/31/99**

Bank Rec Balance: \$ 37,375.02

Checks voided after 12/31/99:

# 1267	278.34
# 1268	4,348.77

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42,002.13

IVIEWIT.COM, LLC 1900 CORPORATE BLVD. NW EAST BLDG STE 300 BOCA RATON, FL 33431	1268  63-643/670 BRANCH 00995
PAY TO THE ORDER OF <i>Brian Utley</i>	DATE <u>12/23/99</u>
<i>Four thousand three hundred forty eight</i>	\$ <i>4348.77</i>
FOR <i>reimbursement 12/19/99</i>	77/100 DOLLARS
FIRST UNION First Union National Bank R/T 067006432	MP
⑈001268⑈ ⑆067006432⑆ 2000002782748⑈	

IVIEWIT.COM, LLC 1900 CORPORATE BLVD. NW EAST BLDG STE 300 BOCA RATON, FL 33431	1267  63-643/670 BRANCH 00995
PAY TO THE ORDER OF <i>Brian Utley</i>	DATE <u>12/23/99</u>
<i>Two hundred seventy eight</i>	\$ <i>278.34</i>
FOR <i>reimbursement 12/19/99</i>	34/100 DOLLARS
FIRST UNION First Union National Bank R/T 067006432	MP
⑈001267⑈ ⑆067006432⑆ 2000002782748⑈	

Reconciliation Report

1/7/2000

Checking - First Union account reconciled for the period ending 12/31/1999

**Cleared Transactions**

Previous Balance		56,825.35
Cleared Checks and Payments	79 Items	-102,472.57
Cleared Deposits and Other Credits	2 Items	90,005.45
Cleared Balance		44,358.23

**Uncleared Transactions**

Uncleared Checks and Payments	8 Items	-6,983.21
Uncleared Deposits and Other Credits	0 Items	0.00

**New Transactions**

Account Balance as of 12/31/1999 (statement closing date)		37,375.02
New Checks and Payments	16 Items	-9,513.77
New Deposits and Other Credits	1 Items	6,000.00
Ending Account Balance		33,861.25

12/31/99

## Reconciliation Report

1/7/2000

Checking - First Union account reconciled for the period ending 12/31/1999

Date	No.	Payee	Memo	Account	C	Amount
<b>Cleared Transactions:</b>						
Cleared Checks and Payments:						
12/10/1999		First Union	New Checks	Checking - First Union	X	-53.75
11/09/1999	1146	Simon Bernstein	Exp reimb. - Hiway tech...	Checking - First Union	X	-1,232.08
11/19/1999	1172	Jim Armstrong		Checking - First Union	X	-758.80
11/19/1999	1173	Brian G Utley		Checking - First Union	X	-787.42
11/22/1999	1178	GlobalCom	Telephone - Long Distance	Checking - First Union	X	-55.63
11/23/1999	1180	FedEx		Checking - First Union	X	-20.25
11/23/1999	1183	American Speedy	Color & black and white ...	Checking - First Union	X	-324.26
11/30/1999	1187	Mink Video Prod. Inc		Checking - First Union	X	-150.00
11/30/1999	1188	Mink Video Prod. Inc		Checking - First Union	X	-250.00
12/02/1999	1189	Phototastic	Photo Development	Checking - First Union	X	-82.55
11/30/1999	1190	Jennex Financial Services	Irwin Newman	Checking - First Union	X	-2,250.00
12/02/1999	1191	COSTCO	Food and misc. office su...	Checking - First Union	X	-60.97
12/02/1999	1192	Candice Bernstein	Phototastic Expense	Checking - First Union	X	-249.60
12/02/1999	1193	Designers Service Bureau	furniture rental	Checking - First Union	X	-1,487.18
12/02/1999	1194	AT&T Wireless	Charges for Oct 20-Oct 2...	Checking - First Union	X	-94.71
12/02/1999	1195	United Health Care	Dec. Health Insurance	Checking - First Union	X	-1,266.48
12/02/1999	1196	Boca Raton Office Supply		Checking - First Union	X	-1,152.54
12/02/1999	1197	FedEx	Shipping	Checking - First Union	X	-170.75
12/02/1999	1198	Chaney's Locksmith Service		Checking - First Union	X	-124.55
12/03/1999	1199	Jennifer A Kluge		Checking - First Union	X	-856.97
12/03/1999	1200	Martha Mantecon		Checking - First Union	X	-1,249.73
12/03/1999	1201	Zakirul Shirajee	84 hrs at 24.04/hr	Checking - First Union	X	-2,019.36
12/03/1999	1202	Jude Rosario	45.5 hours at \$24.04/hr	Checking - First Union	X	-1,093.82
12/03/1999	1203	Candice Bernstein		Checking - First Union	X	-2,500.00
12/03/1999	1204	Republic Security Bank	Dec. auto payment	Checking - First Union	X	-252.70
12/03/1999	1205	Chromatek	Photo printing exp.	Checking - First Union	X	-154.28
12/03/1999	1206	Phototastic	Photo Development	Checking - First Union	X	-7.28
12/06/1999	1207	TTI National, Inc.	Long Distance	Checking - First Union	X	-254.05
12/06/1999	1208	Geico	Dec. payment	Checking - First Union	X	-83.00
12/06/1999	1209	PitneyWorks		Checking - First Union	X	-50.00
12/06/1999	1210	Diversified Distributors Int...	Laser Printer	Checking - First Union	X	-978.00
12/07/1999	1212	Comp USA	CDRs, CDRWs, floppy d...	Checking - First Union	X	-63.57
12/07/1999	1213	Melzer, Lippe, Goldstein ...	invoice#64810	Checking - First Union	X	-5,313.34
12/08/1999	1214	Commissioner of Patent & ...	application filing fee for ...	Checking - First Union	X	-150.00
12/08/1999	1215	Candice Bernstein		Checking - First Union	X	-2,500.00
12/08/1999	1216	Bank of America	Dec. Rent	Checking - First Union	X	-14,561.14
12/09/1999	1217	American Speedy	Business Cards	Checking - First Union	X	-786.16

## Reconciliation Report

1/7/2000

Checking - First Union account reconciled for the period ending 12/31/1999

<u>Date</u>	<u>No.</u>	<u>Payee</u>	<u>Memo</u>	<u>Account</u>	<u>C</u>	<u>Amount</u>
12/09/1999	1218	UPS		Checking - First Union	X	-7.50
12/09/1999	1219	FedEx	Shipping	Checking - First Union	X	-55.25
12/10/1999	1222	JDR Capital Corp	Computer Equipment Le...	Checking - First Union	X	-249.33
12/10/1999	1223	Jennifer A Kluge	Exp reimbursement-gas	Checking - First Union	X	-24.80
12/10/1999	1224	Erika Lewin		Checking - First Union	X	-441.12
12/10/1999	1226	Guy Iantoni	Expense Reimbursement	Checking - First Union	X	-191.11
12/10/1999	1228	Ray Joao	Hotel & Meal exp for pat...	Checking - First Union	X	-598.46
12/10/1999	1229	Armstrong Hirsch Jackowa...	Sept 21, 1999 invoice	Checking - First Union	X	-2,506.22
12/10/1999	1230	Mink Video Prod. Inc		Checking - First Union	X	-250.00
12/10/1999	1231	James F. Armstrong		Checking - First Union	X	-3,179.72
12/13/1999	1232	First Union		Checking - First Union	X	-7,386.81
12/13/1999	1233	Prime Co		Checking - First Union	X	-260.35
12/15/1999	1235	Candice Bernstein		Checking - First Union	X	-2,500.00
12/15/1999	1237	Bell South	Nov. bill for 417.8980	Checking - First Union	X	-217.63
12/15/1999	1238	Bell South	Nov. bill for Candice ho...	Checking - First Union	X	-6.00
12/16/1999	1239	Alpha Cellular	Extra battery and Headse...	Checking - First Union	X	-158.89
12/16/1999	1240	AT&T Wireless	Nov. charges for 5 cellul...	Checking - First Union	X	-836.10
12/16/1999	1241	American Speedy	Business Plans	Checking - First Union	X	-324.26
12/16/1999	1242	Chaney's Locksmith Service		Checking - First Union	X	-121.90
12/16/1999	1243	FedEx	Shipping	Checking - First Union	X	-36.25
12/16/1999	1244	FP & L	November Utilities Expe...	Checking - First Union	X	-440.15
12/16/1999	1245	Zephyrhills	bottled water	Checking - First Union	X	-29.34
12/16/1999	1246	UPS	Charges for 11/13/99 -12...	Checking - First Union	X	-23.50
12/16/1999	1247	Steve Nance-Poor Photogr...		Checking - First Union	X	-252.00
12/16/1999	1248	GlobalCom	Telephone - Long Distan...	Checking - First Union	X	-88.12
12/17/1999	1249	AMEX	Travel for Ray Joao	Checking - First Union	X	-330.50
12/17/1999	1250	American Speedy	Business Cards	Checking - First Union	X	-71.15
12/17/1999	1251	AT&T	Long Distance	Checking - First Union	X	-6.01
12/17/1999	1252	Bell South	Monthly local service ch...	Checking - First Union	X	-3.37
12/17/1999	1253	Bell South		Checking - First Union	X	-872.22
12/17/1999	1254	Comphax Communications	Install phone line in lobby	Checking - First Union	X	-85.00
12/17/1999	1255	Filter Fresh	French Roast Coffee	Checking - First Union	X	-91.70
12/17/1999	1256	FedEx	Shipping	Checking - First Union	X	-16.00
12/20/1999	1257	Zakirul Shirajee	75.25 hrs at 24/hr	Checking - First Union	X	-1,806.00
12/20/1999	1258	Jude Rosario	61 hours at \$24/hr	Checking - First Union	X	-1,464.00
12/20/1999	1259	Jennifer A Kluge		Checking - First Union	X	-856.99
12/20/1999	1260	Martha Mantecon		Checking - First Union	X	-1,249.74
12/21/1999	1261	MEGA	Business Plan Developm...	Checking - First Union	X	-30,000.00
12/20/1999	1262	Jennifer A Kluge		Checking - First Union	X	-34.92
12/23/1999	1264	Simon Bernstein	Exp reimb.-Hotel in Bost...	Checking - First Union	X	-416.63
12/27/1999	1269	Wild Oats	lunch for Quest Meeting	Checking - First Union	X	-38.61
12/29/1999	1273	Candice Bernstein		Checking - First Union	X	-1,500.00

# Reconciliation Report

1/7/2000

Checking - First Union account reconciled for the period ending 12/31/1999

Date	No.	Payee	Memo	Account	C	Amount	
<b>Total Cleared Checks and Payments</b>						<b>79 Items</b>	<b>-102,472.57</b>
<b>Cleared Deposits and Other Credits:</b>							
12/09/1999			Fund Transfer	Checking - First Union	X	75,000.00	
12/27/1999				Checking - First Union	X	15,005.45	
<b>Total Cleared Deposits and Other Credits</b>						<b>2 Items</b>	<b>90,005.45</b>
 <b>Total Cleared Transactions</b>						 <b>81 Items</b>	 <b>-12,467.12</b>
 <b>Uncleared Transactions as of 12/31/1999:</b>							
<b>Uncleared Checks and Payments:</b>							
12/23/1999	1263	J. Rosario	Exp reimb	Checking - First Union		-371.49	
12/23/1999	1265	Erika Lewin		Checking - First Union		-91.13	
12/23/1999	1266	Jim Armstrong		Checking - First Union		-500.67	
12/23/1999	1267	Brian G Utley		Checking - First Union		-278.34	
12/23/1999	1268	Brian G Utley		Checking - First Union		-4,348.77	
12/29/1999	1271	Transamerica Life Insurance	Binder for Eliot Bernstein	Checking - First Union		-1,009.24	
12/29/1999	1272	Comp USA	Network card	Checking - First Union		-63.57	
12/30/1999	1274	Melzer, Lippe, Goldstein ...	reimb for patent office di...	Checking - First Union		-320.00	
<b>Total Uncleared Checks and Payments</b>						<b>8 Items</b>	<b>-6,983.21</b>
<b>Uncleared Deposits and Other Credits:</b>							
<b>Total Uncleared Deposits and Other Credits</b>						<b>0 Items</b>	<b>0.00</b>
 <b>Total Uncleared Transactions as of 12/31/1999</b>						 <b>8 Items</b>	 <b>-6,983.21</b>
 <b>New Transactions:</b>							
<b>New Checks and Payments:</b>							
01/03/2000	1275	Republic Security Bank	Jan. auto payment	Checking - First Union		-252.70	
01/03/2000	1276	Geico	Jan. pmt	Checking - First Union		-82.00	



## Reconciliation Report

1/7/2000

Checking - First Union account reconciled for the period ending 12/31/1999

<u>Date</u>	<u>No.</u>	<u>Payee</u>	<u>Memo</u>	<u>Account</u>	<u>C</u>	<u>Amount</u>
01/04/2000	1277	AMEX	Microsoft Project 98 Win...	Checking - First Union		-469.00
01/04/2000	1278	FedEx	Shipping	Checking - First Union		-62.00
01/04/2000	1279	UPS	Charges for 12/04/99 -12...	Checking - First Union		-14.25
01/04/2000	1280	United Health Care	January Payment	Checking - First Union		-2,235.28
01/05/2000	1281	Martha Mantecon	Holding for new tax tables	Checking - First Union		-1,248.74
01/05/2000	1282	Jennifer A Kluge	Holding for new tax table	Checking - First Union		-855.99
01/05/2000	1283	Media Workshop	Beta - VHS conversion	Checking - First Union		-21.20
01/06/2000	1284	J. Rosario	Services for 12/13-12/30/...	Checking - First Union		-1,116.00
01/06/2000	1285	Zakirul Shirajee	Services for 12/10-12/30/...	Checking - First Union		-2,166.00
01/06/2000	1286	Bell South		Checking - First Union		-10.64
01/06/2000	1287	Bell South		Checking - First Union		-412.57
01/06/2000	1288	Intermedia Communications		Checking - First Union		-375.60
01/07/2000	1289	Bell South		Checking - First Union		-99.70
01/07/2000	1290	Intermedia Communications		Checking - First Union		-92.10
<b>Total New Checks and Payments</b>					<b>16 Items</b>	<b>-9,513.77</b>
New Deposits and Other Credits:						
01/05/2000				Checking - First Union		6,000.00
<b>Total New Deposits and Other Credits</b>					<b>1 Items</b>	<b>6,000.00</b>
<b>Total New Transactions</b>					<b>17 Items</b>	<b>-3,513.77</b>



IVIEWIT.COM LLC  
 2255 GLADES ROAD, SUITE 337 WEST  
 BOCA RATON FL 33431

CB

## Commercial Checking

12/01/1999 thru 12/31/1999

Account number: 2000002782748  
 Account holder(s): IVIEWIT.COM LLC  
 Taxpayer ID Number: 650927941

### Account Summary

Opening balance 12/01	\$56,825.35
Deposits and other credits	90,005.45 +
Checks	102,418.82 -
Other withdrawals and service fees	53.75 -
Closing balance 12/31	\$44,358.23

### Deposits and Other Credits

Date	Amount	Description
12/09	75,000.00	TRANSFER PER CUSTOMERS REQUEST
12/27	15,005.45	DEPOSIT
<b>Total</b>	<b>\$90,005.45</b>	

### Checks

Number	Amount	Date posted	Number	Amount	Date posted	Number	Amount	Date posted
1146	1,232.08	12/15	1197	170.75	12/07	1214	150.00	12/16
1172*	758.80	12/06	1198	124.55	12/07	1215	2,500.00	12/09
1173	787.42	12/15	1199	856.97	12/08	1216	14,561.14	12/23
1178*	55.63	12/01	1200	1,249.73	12/06	1217	786.16	12/14
1180*	20.25	12/01	1201	2,019.36	12/07	1218	7.50	12/15
1183*	324.26	12/01	1202	1,093.82	12/06	1219	55.25	12/15
1187*	150.00	12/02	1203	2,500.00	12/06	1222*	249.33	12/13
1188	250.00	12/02	1204	252.70	12/08	1223	24.80	12/24
1189	82.55	12/09	1205	154.28	12/09	1224	441.12	12/13
1190	2,250.00	12/07	1206	7.28	12/09	1226*	191.11	12/14
1191	60.97	12/07	1207	254.05	12/08	1228*	598.46	12/20
1192	249.60	12/03	1208	83.00	12/16	1229	2,506.22	12/15
1193	1,487.18	12/08	1209	50.00	12/15	1230	250.00	12/14
1194	94.71	12/13	1210	978.00	12/14	1231	3,179.72	12/17
1195	1,266.48	12/06	1212*	63.57	12/09	1232	7,386.81	12/13
1196	1,152.54	12/08	1213	5,313.34	12/10	1233	260.35	12/21

\* indicates a break in check number sequence

checks continued on next page

**Checks continued**

Number	Amount	Date posted	Number	Amount	Date posted	Number	Amount	Date posted
1235*	2,500.00	12/14	1247	252.00	12/20	1258	1,464.00	12/21
1237*	217.63	12/20	1248	88.12	12/23	1259	856.99	12/24
1238	6.00	12/20	1249	330.50	12/21	1260	1,249.74	12/20
1239	158.89	12/20	1250	71.15	12/24	1261	30,000.00	12/27
1240	836.10	12/29	1251	6.01	12/29	1262	34.92	12/24
1241	324.26	12/24	1252	3.37	12/21	1264*	416.63	12/31
1242	121.90	12/21	1253	872.22	12/21	1269*	38.61	12/29
1243	36.25	12/27	1254	85.00	12/22	1273*	1,500.00	12/31
1244	440.15	12/20	1255	91.70	12/23	<b>Total</b>	<b>\$102,418.82</b>	
1245	29.34	12/24	1256	16.00	12/24			
1246	23.50	12/24	1257	1,806.00	12/22			

\* Indicates a break in check number sequence

**Other Withdrawals and Service Fees**

Date	Amount	Description
12/10	53.75	COMMERCIAL SERVICE CHARGES FOR NOVEMBER 1999 <i>- new checks</i>
<b>Total</b>	<b>\$53.75</b>	

**Daily Balance Summary**

Dates	Amount	Dates	Amount	Dates	Amount
12/01	56,425.21	12/10	107,102.94	12/21	80,199.30
12/02	56,025.21	12/13	98,930.97	12/22	78,308.30
12/03	55,775.61	12/14	94,225.70	12/23	63,567.34
12/06	48,906.78	12/15	89,587.23	12/24	62,186.38
12/07	44,281.15	12/16	89,354.23	12/27	47,155.58
12/08	40,277.71	12/17	86,174.51	12/29	46,274.86
12/09	112,470.03	12/20	83,251.64	12/31	44,358.23

Reconciliation Report

12/8/1999

Checking - First Union account reconciled for the period ending 11/30/1999

Cleared Transactions

Previous Balance		93,811.91
Cleared Checks and Payments	77 Items	-111,986.56
Cleared Deposits and Other Credits	1 Items	75,000.00
Cleared Balance		56,825.35

Uncleared Transactions

Uncleared Checks and Payments	8 Items	-3,578.44
Uncleared Deposits and Other Credits	0 Items	0.00

New Transactions

Account Balance as of 11/30/1999 (statement closing date)		53,246.91
New Checks and Payments	19 Items	-15,267.55
New Deposits and Other Credits	0 Items	0.00
Ending Account Balance		37,979.36

11/30/99

off by 2000 due  
to redating check #1190  
to 11/30 from 12/01  
(due to entry error)

53,246.91

22,267.55

30,979.36

# Reconciliation Report

12/8/1999

Checking - First Union account reconciled for the period ending 11/30/1999

<u>Date</u>	<u>No.</u>	<u>Payee</u>	<u>Memo</u>	<u>Account</u>	<u>C</u>	<u>Amount</u>
<b>Cleared Transactions:</b>						
Cleared Checks and Payments:						
11/19/1999		First Union	Safety Deposit Box	Checking - First Union	X	-60.00
09/25/1999	1029	Bank of America	Sept 25-30 Rent	Checking - First Union	X	-2,912.24
10/14/1999	1071	U.S. Life	Health Insurance	Checking - First Union	X	-895.44
10/14/1999	1072	Bank of America	Oct. Rent	Checking - First Union	X	-14,516.14
10/19/1999	1081	Florida U.C. Fund		Checking - First Union	X	-189.00
10/19/1999	1083	United Health Care	November payment	Checking - First Union	X	-1,671.98
10/22/1999	1089	Brian G Utley		Checking - First Union	X	-2,600.00
10/22/1999	1094	Brian Utley	Exp Reimb - meals	Checking - First Union	X	-56.03
10/22/1999	1098	FP & L		Checking - First Union	X	-79.48
10/26/1999	1105	Resource One	Employee Info Packets	Checking - First Union	X	-83.90
10/27/1999	1108	Department of Business an...	CPA license renewal for ...	Checking - First Union	X	-95.00
10/29/1999	1110	AT&T	800 Starter line	Checking - First Union	X	-32.50
10/29/1999	1111	Boca Raton Office Supply		Checking - First Union	X	-844.79
10/28/1999	1112	Bell South		Checking - First Union	X	-814.84
10/28/1999	1113	FP & L	Bill for Sept.	Checking - First Union	X	-53.38
11/01/1999	1114	Eliot Bernstein		Checking - First Union	X	-5,000.00
11/01/1999	1115	Intermedia Communications		Checking - First Union	X	-1.64
11/01/1999	1116	Real 3D Inc.	Tech. exp -Invoices 0113...	Checking - First Union	X	-22,710.71
11/01/1999	1118	Bell South		Checking - First Union	X	-14.76
11/03/1999	1119	Christy Hord	Model Exp.	Checking - First Union	X	-100.00
11/03/1999	1120	Bank of America	Oct. Rent	Checking - First Union	X	-14,561.14
11/04/1999	1121	A.B. Fire Equipment	fire extinguishers	Checking - First Union	X	-96.24
11/05/1999	1122	Brian G Utley		Checking - First Union	X	-2,600.00
11/05/1999	1123	Erika R Lewin		Checking - First Union	X	-1,370.56
11/05/1999	1124	Guy T Iantoni		Checking - First Union	X	-2,032.54
11/05/1999	1125	Jennifer A Kluge		Checking - First Union	X	-856.99
11/05/1999	1126	Jill B Iantoni		Checking - First Union	X	-1,815.15
11/05/1999	1127	Martha Mantecon		Checking - First Union	X	-1,249.74
11/05/1999	1128	Zakirul Shirajee	Outside Services	Checking - First Union	X	-1,298.16
11/05/1999	1129	Jude Rosario	24 hours at \$24.04/hr	Checking - First Union	X	-576.96
11/05/1999	1130	Zakirul Shirajee	Exp. reimb. - software & ...	Checking - First Union	X	-339.94
11/05/1999	1131	Jill Iantoni	Expense reimbursement -...	Checking - First Union	X	-90.06
11/05/1999	1132	Guy Iantoni		Checking - First Union	X	-1,764.51
11/05/1999	1133	Erika Lewin		Checking - First Union	X	-357.58
11/05/1999	1134	Geico		Checking - First Union	X	-83.00
11/05/1999	1135	Republic Security Bank	Nov. auto payment	Checking - First Union	X	-252.70
11/05/1999	1136	J. Rosario	Exp reimb - office supplies	Checking - First Union	X	-61.36

## Reconciliation Report

12/8/1999

Checking - First Union account reconciled for the period ending 11/30/1999

<u>Date</u>	<u>No.</u>	<u>Payee</u>	<u>Memo</u>	<u>Account</u>	<u>C</u>	<u>Amount</u>
11/05/1999	1138	E. Bernstein		Checking - First Union	X	-529.11
11/05/1999	1139	Brian G Utley		Checking - First Union	X	-1,503.48
11/05/1999	1140	Jim Armstrong		Checking - First Union	X	-1,191.27
11/08/1999	1142	Office Depot	Modem	Checking - First Union	X	-161.63
11/09/1999	1144	E. Bernstein		Checking - First Union	X	-1,573.13
11/09/1999	1147	American Speedy	Color & black and white ...	Checking - First Union	X	-324.26
11/11/1999	1148	Boca Cafe	lunch for office meeting	Checking - First Union	X	-34.11
11/15/1999	1149	First Union		Checking - First Union	X	-6,757.61
11/15/1999	1150	Wall Street Journal		Checking - First Union	X	-51.94
11/15/1999	1151	UPS		Checking - First Union	X	-290.00
11/15/1999	1152	Boca Cafe	lunch for office meeting	Checking - First Union	X	-32.89
11/15/1999	1153	Prime Co		Checking - First Union	X	-581.23
11/15/1999	1154	FP & L	October Utilities Expense	Checking - First Union	X	-317.91
11/15/1999	1155	Filter Fresh		Checking - First Union	X	-90.00
11/15/1999	1156	FedEx		Checking - First Union	X	-92.25
11/15/1999	1157	Bell South	Charges for Oct.	Checking - First Union	X	-1,377.44
11/15/1999	1158	Corporation Service Comp...		Checking - First Union	X	-275.05
11/15/1999	1159	Intermedia Communications		Checking - First Union	X	-152.48
11/15/1999	1160	FedEx		Checking - First Union	X	-86.75
11/15/1999	1161	AT&T Wireless	Monthly charges for 5 ce...	Checking - First Union	X	-542.25
11/15/1999	1162	AT&T	Long Distance	Checking - First Union	X	-19.55
11/15/1999	1163	Phototastic	Photo Development	Checking - First Union	X	-113.15
11/16/1999	1164	Jim Armstrong		Checking - First Union	X	-1,061.56
11/17/1999	1165	Mink Video Prod. Inc		Checking - First Union	X	-161.00
11/17/1999	1166	Zephyrhills	Water	Checking - First Union	X	-71.30
11/19/1999	1167	Jude Rosario	64.75 hours at \$24.04/hr	Checking - First Union	X	-1,556.59
11/19/1999	1168	Zakirul Shirajee	62.25 hrs at 24.04/hr	Checking - First Union	X	-1,496.49
11/19/1999	1169	Bell South		Checking - First Union	X	-12.86
11/19/1999	1170	Jennifer A Kluge		Checking - First Union	X	-856.99
11/19/1999	1171	Martha Mantecon		Checking - First Union	X	-1,249.73
11/19/1999	1174	Corporation Service Comp...	Taxes on promissory notes	Checking - First Union	X	-139.05
11/19/1999	1175	Erika Lewin	Exp. Reimb - meals for ...	Checking - First Union	X	-95.36
11/19/1999	1176	E. Bernstein		Checking - First Union	X	-3,017.93
11/22/1999	1177	UPS	Invoice -459	Checking - First Union	X	-51.00
11/22/1999	1179	Phototastic	Photo Development	Checking - First Union	X	-76.01
11/23/1999	1181	Filter Fresh	Mimi Moo Flavor Case	Checking - First Union	X	-25.00
11/23/1999	1182	Personal Limousine Servic...	Drop off Jim Armstrong t...	Checking - First Union	X	-46.00
11/23/1999	1184	AMEX		Checking - First Union	X	-1,320.22
11/24/1999	1185	Candice Bernstein		Checking - First Union	X	-2,500.00
11/29/1999	1186	Boca Cafe	food for office meeting	Checking - First Union	X	-13.52
<b>Total Cleared Checks and Payments</b>					77 Items	<b>-111,986.56</b>

# Reconciliation Report

12/8/1999

Checking - First Union account reconciled for the period ending 11/30/1999

Date	No.	Payee	Memo	Account	C	Amount
<b>Cleared Deposits and Other Credits:</b>						
11/03/1999			Transfer	Checking - First Union	X	75,000.00
<b>Total Cleared Deposits and Other Credits</b>				1 Items		75,000.00
<b>Total Cleared Transactions</b>				78 Items		<b>-36,986.56</b>
 <b>Uncleared Transactions as of 11/30/1999:</b>						
<b>Uncleared Checks and Payments:</b>						
11/09/1999	1146	Simon Bernstein	Exp reimb. - Hiway tech...	Checking - First Union		-1,232.08
11/19/1999	1172	Jim Armstrong		Checking - First Union		-758.80
11/19/1999	1173	Brian G Utley		Checking - First Union		-787.42
11/22/1999	1178	GlobalCom	Telephone - Long Distance	Checking - First Union		-55.63
11/23/1999	1180	FedEx		Checking - First Union		-20.25
11/23/1999	1183	American Speedy	Color & black and white ...	Checking - First Union		-324.26
11/30/1999	1187	Mink Video Prod. Inc		Checking - First Union		-150.00
11/30/1999	1188	Mink Video Prod. Inc		Checking - First Union		-250.00
<b>Total Uncleared Checks and Payments</b>				8 Items		<b>-3,578.44</b>
 <b>Uncleared Deposits and Other Credits:</b>						
<b>Total Uncleared Deposits and Other Credits</b>				0 Items		0.00
<b>Total Uncleared Transactions as of 11/30/1999</b>				8 Items		<b>-3,578.44</b>

**New Transactions:**

**New Checks and Payments:**

12/02/1999	1189	Phototastic	Photo Development	Checking - First Union		-82.55
12/02/1999	1190	Jennex Financial Services	Irwin Newman	Checking - First Union		-2,250.00
12/02/1999	1191	COSTCO	Food and misc. office su...	Checking - First Union		-1.00
12/02/1999	1192	Candice Bernstein	Phototastic Expense	Checking - First Union		-249.60
12/02/1999	1193	Designers Service Bureau	furniture rental	Checking - First Union		-1,487.18

## Reconciliation Report

12/8/1999

Checking - First Union account reconciled for the period ending 11/30/1999

<u>Date</u>	<u>No.</u>	<u>Payee</u>	<u>Memo</u>	<u>Account</u>	<u>C</u>	<u>Amount</u>
12/02/1999	1194	AT&T Wireless	Charges for Oct 20-Oct 2...	Checking - First Union		-94.71
12/02/1999	1195	United Health Care	Dec. Health Insurance	Checking - First Union		-1,266.48
12/02/1999	1196	Boca Raton Office Supply		Checking - First Union		-1,152.54
12/02/1999	1197	FedEx	Shipping	Checking - First Union		-170.75
12/02/1999	1198	Chaney's Locksmith Service		Checking - First Union		-124.55
12/03/1999	1199	Jennifer A Kluge		Checking - First Union		-856.97
12/03/1999	1200	Martha Mantecon		Checking - First Union		-1,249.73
12/03/1999	1201	Zakirul Shirajee	84 hrs at 24.04/hr	Checking - First Union		-2,019.36
12/03/1999	1202	Jude Rosario	45.5 hours at \$24.04/hr	Checking - First Union		-1,093.82
12/03/1999	1203	Candice Bernstein		Checking - First Union		-2,500.00
12/03/1999	1204	Republic Security Bank	Dec. auto payment	Checking - First Union		-252.70
12/03/1999	1205	Chromatek	Photo printing exp.	Checking - First Union		-154.28
12/03/1999	1206	Phototastic	Photo Development	Checking - First Union		-7.28
12/06/1999	1207	TTI National, Inc.	Long Distance	Checking - First Union		-254.05
<b>Total New Checks and Payments</b>					19 Items	<b>-15,267.55</b>
New Deposits and Other Credits:						
<b>Total New Deposits and Other Credits</b>					0 Items	<b>0.00</b>
<b>Total New Transactions</b>					<b>19 Items</b>	<b>-15,267.55</b>





IVIEWIT.COM LLC  
 2255 GLADES ROAD, SUITE 337 WEST  
 BOCA RATON FL 33431

CB

# Commercial Checking

10/30/1999 thru 11/30/1999

Account number: 2000002782748  
 Account holder(s): IVIEWIT.COM LLC  
 Taxpayer ID Number: 650927941

## Account Summary

Opening balance 10/30	\$93,811.91
Deposits and other credits	75,000.00 +
Checks	111,926.56 -
Other withdrawals and service fees	60.00 -
Closing balance 11/30	\$56,825.35

## Deposits and Other Credits

Date	Amount	Description
J3	75,000.00	TRANSFER FR 9983881732 TO 2000002782748
<b>Total</b>	<b>\$75,000.00</b>	

## Checks

Number	Amount	Date posted	Number	Amount	Date posted	Number	Amount	Date posted
0000	1,298.16	11/10	1115	1.64 ✓	11/04	1134	83.00 ✓	11/16
0000	51.94	11/24	1116	22,710.71 ✓	11/08	1135	252.70 ✓	11/09
1029*	2,912.24 ✓	11/23	1118*	14.76 ✓	11/08	1136	61.36 ✓	11/12
1071*	895.44 ✓	11/09	1119	100.00 ✓	11/09	1138*	529.11 ✓	11/08
1072	14,516.14 ✓	11/23	1120	14,561.14 ✓	11/23	1139	1,503.48 ✓	11/09
1081*	189.00 ✓	11/22	1121	96.24 ✓	11/09	1140	1,191.27 ✓	11/22
1083*	1,671.98 ✓	11/03	1122	2,600.00 ✓	11/09	1142*	161.63 ✓	11/10
1089*	2,600.00 ✓	11/04	1123	1,370.56 ✓	11/09	1144*	1,573.13 ✓	11/09
1094*	56.03 ✓	11/04	1124	2,032.54 ✓	11/09	1147*	324.26 ✓	11/15
1098*	79.48 ✓	11/02	1125	856.99 ✓	11/09	1148	34.11 ✓	11/12
1105*	83.90 ✓	11/08	1126	1,815.15 ✓	11/16	1149	6,757.61 ✓	11/15
1108*	95.00 ✓	11/03	1127	1,249.74 ✓	11/05	1151*	290.00 ✓	11/22
1110*	32.50 ✓	11/03	1129*	576.96 ✓	11/12	1152	32.89 ✓	11/16
1111	844.79 ✓	11/03	1130	339.94 ✓	11/08	1153	581.23 ✓	11/23
1112	814.84 ✓	11/01	1131	90.06 ✓	11/16	1154	317.91 ✓	11/17
1113	53.38 ✓	11/01	1132	1,764.51 ✓	11/09	1155	90.00 ✓	11/19
1114	5,000.00 ✓	11/01	1133	357.58 ✓	11/09	1156	92.25 ✓	11/19

\* Indicates a break in check number sequence

Checks continued on next page



# Commercial Checking

02

2000002782748 036 142

77 51

47,663

## Checks *continued*

Number	Amount	Date posted	Number	Amount	Date posted	Number	Amount	Date posted
1157	1,377.44 ✓	11/17	1166	71.30 ✓	11/24	1177	51.00 ✓	11/29
1158	275.05 ✓	11/19	1167	1,556.59 ✓	11/22	1179*	76.01 ✓	11/24
1159	152.48 ✓	11/24	1168	1,496.49 ✓	11/22	1181*	25.00 ✓	11/29
1160	86.75 ✓	11/19	1169	12.86 ✓	11/22	1182	46.00 ✓	11/30
1161	542.25 ✓	11/22	1170	856.99 ✓	11/22	1184*	1,320.22 ✓	11/29
1162	19.55 ✓	11/22	1171	1,249.73 ✓	11/19	1185	2,500.00 ✓	11/29
1163	113.15 ✓	11/18	1174*	139.05 ✓	11/23	1186	13.52 ✓	11/30
1164	1,061.58 ✓	11/22	1175	95.36 ✓	11/22	<b>Total</b>	<b>\$111,926.56</b>	
1165	161.00 ✓	11/19	1176	3,017.93 ✓	11/22			

\* Indicates a break in check number sequence

## Other Withdrawals and Service Fees

Date	Amount	Description
11/19	60.00 ✓	DEBIT MEMO
<b>total</b>	<b>\$60.00</b>	

## Daily Balance Summary

Dates	Amount	Dates	Amount	Dates	Amount
11/01	87,943.69	11/10	117,771.15	11/22	93,842.62
11/02	87,864.21	11/12	117,098.72	11/23	61,132.82
11/03	160,219.94	11/15	110,016.85	11/24	60,781.09
11/04	157,562.27	11/16	107,995.75	11/29	56,884.87
11/05	156,312.53	11/17	106,300.40	11/30	56,825.35
11/08	132,634.11	11/18	106,187.25		
11/09	119,230.94	11/19	104,172.47		

# Reconciliation Report

11/5/1999

Checking - First Union account reconciled for the period ending 10/29/1999

## Cleared Transactions

Previous Balance		0.00
Cleared Checks and Payments	52 Items	-222,955.03
Cleared Deposits and Other Credits	6 Items	316,766.94
Cleared Balance		93,811.91

## Uncleared Transactions

Uncleared Checks and Payments	14 Items	-24,889.72
Uncleared Deposits and Other Credits	0 Items	0.00

## New Transactions

Account Balance as of 10/29/1999 (statement closing date)		68,922.19
New Checks and Payments	1 Items	-5,000.00
New Deposits and Other Credits	0 Items	0.00
Ending Account Balance		63,922.19

10/29/99

## Reconciliation Report

11/5/1999

Checking - First Union account reconciled for the period ending 10/29/1999

Date	No.	Payee	Memo	Account	C	Amount
<b>Cleared Transactions:</b>						
Cleared Checks and Payments:						
09/22/1999	1028	Proskauer Rose LLP	Record beginning balance	Checking - First Union	X	-75,000.00
08/31/1999	1031	Brian G Utley		Checking - First Union	X	-2,600.00
09/22/1999	1032	Brian G Utley		Checking - First Union	X	-2,600.00
10/04/1999	1038	Confax Communications	Telephone System	Checking - First Union	X	-7,500.00
10/04/1999	1039	Custom Cable Industries	Cable Expense	Checking - First Union	X	-190.80
10/02/1999	1045	AMEX		Checking - First Union	X	-6,596.48
10/07/1999	1048	Brian G Utley		Checking - First Union	X	-2,600.00
10/07/1999	1049	Guy T Iantoni		Checking - First Union	X	-2,308.93
10/07/1999	1050	Martha Mantecon		Checking - First Union	X	-852.14
10/07/1999	1051	Jennifer A Kluge		Checking - First Union	X	-384.94
10/07/1999	1052	Zakirul Shirajee	Outside Services	Checking - First Union	X	-793.32
10/07/1999	1053	Intermedia Communications		Checking - First Union	X	-470.93
10/07/1999	1054	Mink Video Prod. Inc		Checking - First Union	X	-191.00
10/07/1999	1055	Bernstein (Eliot)		Checking - First Union	X	-548.72
10/07/1999	1056	Bernstein (Eliot)		Checking - First Union	X	-1,235.26
10/07/1999	1057	G. Iantoni		Checking - First Union	X	-368.23
10/07/1999	1058	G. Iantoni		Checking - First Union	X	-1,593.29
10/07/1999	1059	Zakirul Shirajee	Outside Services	Checking - First Union	X	-42.39
10/07/1999	1060	Prime Co		Checking - First Union	X	-842.60
10/07/1999	1061	UPS		Checking - First Union	X	-61.75
10/11/1999	1062	Designers Service Bureau	2 months furniture rental	Checking - First Union	X	-3,302.76
10/11/1999	1063	COSCO		Checking - First Union	X	-461.48
10/11/1999	1064	COSCO		Checking - First Union	X	-35.00
10/12/1999	1065	J. Rosario		Checking - First Union	X	-336.56
10/12/1999	1066	Danny Eber	Used Dell Computer	Checking - First Union	X	-1,500.00
10/14/1999	1070	E. Bernstein		Checking - First Union	X	-5,000.00
10/14/1999	1073	First Union		Checking - First Union	X	-3,770.85
10/15/1999	1075	DCL National	Equipment lease exp - 1...	Checking - First Union	X	-687.82
10/15/1999	1077	Radio Shack	Misc. computer supplies	Checking - First Union	X	-305.22
10/18/1999	1078	Verio Web Hosting	Monthly Fee	Checking - First Union	X	-990.00
10/19/1999	1079	Simon Bernstein	Limo reimbursement	Checking - First Union	X	-141.60
10/19/1999	1080	Confax Communications	Telephone System - rem...	Checking - First Union	X	-8,394.70
10/19/1999	1082	AMEX	Travel Expense	Checking - First Union	X	-3,381.38
10/20/1999	1084	AT&T Wireless	Cellular phone	Checking - First Union	X	-193.63
10/20/1999	1085	Comcast USA	SONY ERICSSON PR266 64	Checking - First Union	X	-2,766.66

## Reconciliation Report

11/5/1999

Checking - First Union account reconciled for the period ending 10/29/1999

<u>Date</u>	<u>No.</u>	<u>Payee</u>	<u>Memo</u>	<u>Account</u>	<u>C</u>	<u>Amount</u>
10/22/1999	1087	Zakirul Shirajee	Outside Services	Checking - First Union	X	-1,526.54
10/22/1999	1088	Jude Rosario	Outside Services	Checking - First Union	X	-745.24
10/22/1999	1090	Erika R Lewin		Checking - First Union	X	-686.18
10/22/1999	1091	Guy T Iantoni		Checking - First Union	X	-1,847.16
10/22/1999	1092	Jennifer A Kluge		Checking - First Union	X	-961.04
10/22/1999	1093	Martha Mantecon		Checking - First Union	X	-1,249.74
10/22/1999	1095	Jude Rosario	Exp. Reimb - computer s...	Checking - First Union	X	-66.00
10/22/1999	1096	Erika Lewin	Exp. Reimb - office supp...	Checking - First Union	X	-79.57
10/22/1999	1097	FICPA	membership dues	Checking - First Union	X	-142.00
10/22/1999	1099	E. Bernstein		Checking - First Union	X	-709.43
10/22/1999	1100	City of Boca Raton	Occupational License	Checking - First Union	X	-170.00
10/25/1999	1102	Filter Fresh	Invoices 42965 & 42966	Checking - First Union	X	-341.27
10/25/1999	1103	Palm Beach County Tax C...	Occupational License	Checking - First Union	X	-31.50
10/25/1999	1104	Comp USA	Network cards (2)	Checking - First Union	X	-148.38
10/29/1999	1106	Proskauer Rose LLP		Checking - First Union	X	-50,000.00
10/26/1999	1107	Proskauer Rose LLP		Checking - First Union	X	-2,534.96
<b>Total Cleared Checks and Payments</b>					52 Items	<b>-222,955.03</b>
 <b>Cleared Deposits and Other Credits:</b>						
09/30/1999			To record beginning bala...	Checking - First Union	X	117,681.94
10/04/1999		Iviewit.com, Inc.		Checking - First Union	X	875.00
10/04/1999		Guy Iantoni		Checking - First Union	X	8,210.00
10/11/1999			Transfer	Checking - First Union	X	75,000.00
10/15/1999				Checking - First Union	X	15,000.00
10/25/1999			Funds Transfer	Checking - First Union	X	100,000.00
<b>Total Cleared Deposits and Other Credits</b>					6 Items	<b>316,766.94</b>
 <b>Total Cleared Transactions</b>					<b>58 Items</b>	<b>93,811.91</b>

**Uncleared Transactions as of 10/29/1999:**

**Uncleared Checks and Payments:**

09/25/1999	1029	Bank of America	Sept 25-30 Rent	Checking - First Union		-2,912.24
10/14/1999	1071	U.S. Life	Health Insurance	Checking - First Union		-895.44
10/14/1999	1072	Bank of America	Oct. Rent	Checking - First Union		-14,561.14
10/19/1999	1081	Florida U.C. Fund		Checking - First Union		-189.00

## Reconciliation Report


11/5/1999

Checking - First Union account reconciled for the period ending 10/29/1999

Date	No.	Payee	Memo	Account	C	Amount
10/19/1999	1083	United Health Care	November payment	Checking - First Union		-1,671.98
10/22/1999	1089	Brian G Utley		Checking - First Union		-2,600.00
10/22/1999	1094	Brian Utley	Exp Reimb - meals	Checking - First Union		-56.03
10/22/1999	1098	FP & L		Checking - First Union		-79.48
10/26/1999	1105	Resource One	Employee Info Packets	Checking - First Union		-83.90
10/27/1999	1108	Department of Business an...	CPA license renewal for ...	Checking - First Union		-95.00
10/29/1999	1110	AT&T	800 Starter line	Checking - First Union		-32.50
10/29/1999	1111	Boca Raton Office Supply		Checking - First Union		-844.79
10/28/1999	1112	Bell South		Checking - First Union		-814.84
10/28/1999	1113	FP & L	Bill for Sept.	Checking - First Union		-53.38
<b>Total Uncleared Checks and Payments</b>					<b>14 Items</b>	<b>-24,889.72</b>
Uncleared Deposits and Other Credits:						
<b>Total Uncleared Deposits and Other Credits</b>					<b>0 Items</b>	<b>0.00</b>
<b>Total Uncleared Transactions as of 10/29/1999</b>					<b>14 Items</b>	<b>-24,889.72</b>
<b>New Transactions:</b>						
New Checks and Payments:						
11/01/1999	1114	Eliot Bernstein		Checking - First Union		-5,000.00
<b>Total New Checks and Payments</b>					<b>1 Items</b>	<b>-5,000.00</b>
New Deposits and Other Credits:						
<b>Total New Deposits and Other Credits</b>					<b>0 Items</b>	<b>0.00</b>
<b>Total New Transactions</b>					<b>1 Items</b>	<b>-5,000.00</b>

01 2000002782748 036 140 49 51 138,246



  
 IVIEWIT.COM LLC  
 2255 GLADES ROAD, SUITE 337 WEST  
 BOCA RATON FL 33431 CB

## Commercial Checking

10/01/1999 thru 10/29/1999

Account number: 2000002782748  
 Account holder(s): IVIEWIT.COM LLC

Taxpayer ID Number: 650927941

### Account Summary

Opening balance 10/01	\$37,481.94
Deposits and other credits	199,085.00 +
Checks	142,755.03 -
Closing balance 10/29	\$93,811.91

### Deposits and Other Credits

Date	Amount	Description
10/05	875.00	DEPOSIT
10/05	8,210.00	DEPOSIT
10/12	75,000.00	TRANSFER PER CUSTOMERS REQUEST
10/18	15,000.00	DEPOSIT
10/25	100,000.00	TRANSFER PER CUSTOMERS REQUEST
<b>Total</b>	<b>\$199,085.00</b>	

### Checks

Number	Amount	Date posted	Number	Amount	Date posted	Number	Amount	Date posted
1038 ✓	7,500.00	10/06	1059 ✓	42.39	10/12	1080 ✓	8,394.70	10/26
1039	190.80	10/05	1060 ✓	842.60	10/13	1082* ✓	3,381.38	10/29
1045* ✓	6,596.48	10/04	1061 ✓	61.75	10/13	1084* ✓	193.63	10/27
1048* ✓	2,600.00	10/27	1062 ✓	3,302.76	10/18	1085 ✓	2,766.56	10/25
1049 ✓	2,308.93	10/08	1063 ✓	461.48	10/13	1086 ✓	23,667.68	10/22
1050 ✓	852.14	10/08	1064 ✓	35.00	10/13	1087 ✓	1,526.54	10/25
1051 ✓	384.94	10/14	1065 ✓	336.56	10/18	1088 ✓	745.24	10/22
1052 ✓	793.32	10/12	1066 ✓	1,500.00	10/14	1090* ✓	686.18	10/25
1053 ✓	470.93	10/13	1070* ✓	5,000.00	10/14	1091 ✓	1,847.16	10/26
1054 ✓	191.00	10/13	1073* ✓	3,770.85	10/15	1092 ✓	961.04	10/25
1055 ✓	548.72	10/08	1075* ✓	687.82	10/21	1093 ✓	1,249.74	10/22
1056 ✓	1,235.26	10/08	1077* ✓	305.22	10/18	1095* ✓	66.00	10/22
1057 ✓	368.23	10/08	1078 ✓	990.00	10/25	1096 ✓	79.57	10/25
1058 ✓	1,593.29	10/08	1079 ✓	141.60	10/20	1097 ✓	142.00	10/27

\* indicates a break in check number sequence

Checks continued on next page

## Customer Service Information

For questions about your statement or billing errors, contact us at:

	Phone number	Address
Business Checking, CheckCard & Loan Accounts	1-800-566-3862	FIRST UNION NATIONAL BANK
Commercial Checking & Loan Accounts	1-800-222-3862	P.O. BOX 2870
DD (For the Hearing Impaired)	1-800-388-2234	JACKSONVILLE FL 32231
Commercial Credit Card & Inquiries	1-800-704-0883	FIRST UNION CARD PRODUCTS POST OFFICE BOX 563966 CHARLOTTE NC 28256-3966 24 HOURS A DAY, 365 DAYS A YEAR

### To Balance Your Account

	List Outstanding Checks and Withdrawals			
	Ck. No.	Amount	Ck. No.	Amount
1. Compare your account register to your account statement for unrecorded transactions (such as ATM, CheckCard, interest earned, fees, etc.) Your new account register total should match the adjusted balance in line 6 below.				
_____ 2. Write in the closing balance shown on the front of account statement.				
_____ 3. Write in any deposits you have made since the date of this statement.				
_____ 4. Add together amounts listed above in steps 2 and 3.				
_____ 5. In the section to the right, list and total all checks and withdrawals that you have made that are not reported on your account statement. Write in the total here.				
_____ 6. Subtract the amount in line 5 from the amount in line 4. This is your adjusted balance and should match the balance in Step 1 above.				
			Total	

In Case of Errors or Questions About Your Electronic Transfers: Telephone us at 1-800-704-0883 or Write us at FIRST UNION CARD PRODUCTS, POST OFFICE BOX 563966, CHARLOTTE NC 28256-3966, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number (if any).
  - Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
  - Tell us the dollar amount of the suspected error.
- We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error. You will have use of the money during the time it takes us to complete our investigation.







# Commercial Checking

01 2000002782748 036 140 23 51 139,532



VIEWIT.COM LLC  
1900 NW CORPORATE BLVD  
SUITE 300 EAST BLDG  
BOCA RATON FL 33431

CB

## Commercial Checking

9/01/1999 thru 9/30/1999

Account number: 2000002782748  
Account holder(s): VIEWIT.COM LLC

Taxpayer ID Number: 650927941

### Account Summary

Opening balance 9/01	\$57,558.43
Deposits and other credits	600,000.00 +
Checks	119,933.39 -
Other withdrawals and service fees	500,143.10 -
Closing balance 9/30	\$37,481.94

### Deposits and Other Credits

D	Amount	Description
9/03	500,000.00	FUNDS TRANSFER (ADVICE 990903032132) RCVD FROM NATIONSBANK OF FL/ ORG = H. WAYNE HUIZENGA RFB = SE990903022524 OBI = REF = SE990903022524 04:49P
9/17	100,000.00	TRANSFER FR 9983881732 TO 2000002782748
<b>Total</b>	<b>\$600,000.00</b>	

### Checks

Number	Amount	Date posted	Number	Amount	Date posted	Number	Amount	Date posted
1013	398.31	9/22	1026	5,000.00	9/17	1035	805.00	9/27
1018*	2,586.15	9/02	1027	9,749.22	9/22	1036	1,725.00	9/30
1019	1,410.74	9/08	1028	75,000.00	9/24	1037	83.63	9/29
1020	5,000.00	9/08	1030*	1,432.12	9/29	1040*	12.00	9/30
1022*	3,000.00	9/08	1031	2,600.00	9/24	1041	664.84	9/30
1023	841.40	9/13	1032	2,600.00	9/24	1042	420.70	9/30
1024	230.75	9/30	1033	211.84	9/29	1044*	5,000.00	9/30
1025	216.36	9/17	1034	945.33	9/29	<b>Total</b>	<b>\$119,933.39</b>	

Indicates a break in check number sequence



# Commercial Checking

03

2000002782748 036 140

23 51

139,534

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Customer Service Information

For questions about your statement or billing errors, contact us at:

Business Checking, CheckCard & Loan Accounts  
Commercial Checking & Loan Accounts  
TDD (For the Hearing Impaired)

Phone number  
1-800-566-3862  
1-800-222-3862  
1-800-388-2234

Address  
FIRST UNION NATIONAL BANK  
P.O. BOX 2870  
JACKSONVILLE FL 32231

Commercial Credit Card & Inquiries

1-800-704-0883

FIRST UNION CARD PRODUCTS  
POST OFFICE BOX 563966  
CHARLOTTE NC 28256-3966  
24 HOURS A DAY, 365 DAYS A YEAR

### To Balance Your Account

1. Compare your account register to your account statement for unrecorded transactions (such as ATM, CheckCard, Interest earned, fees, etc.) Your new account register total should match the adjusted balance in line 6 below.

\_\_\_\_\_ 2. Write in the closing balance shown on the front of account statement.

\_\_\_\_\_ 3. Write in any deposits you have made since the date of this statement.  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ 4. Add together amounts listed above in steps 2 and 3.

\_\_\_\_\_ 5. In the section to the right, list and total all checks and withdrawals that you have made that are not reported on your account statement. Write in the total here.

\_\_\_\_\_ 6. Subtract the amount in line 5 from the amount in line 4. This is your adjusted balance and should match the balance in Step 1 above.

#### List Outstanding Checks and Withdrawals

Ck. No.	Amount	Ck. No.	Amount
		Total	

Case of Errors or Questions About Your Electronic Transfers: Telephone us at 1-800-704-0883 or Write us at FIRST UNION CARD PRODUCTS, POST OFFICE BOX 563966, CHARLOTTE NC 28256-3966, as soon as you can, if you think your statement or receipt wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error. You will have use of the money during the time it takes us to complete our investigation.



# Commercial Checking

01 2000002782748 036 140 12 51 135,586



VIEWIT.COM LLC  
1900 NW CORPORATE BLVD  
SUITE 300 EAST BLDG  
BOCA RATON FL 33431

CB

## Commercial Checking

7/31/1999 thru 8/31/1999

Account number: 2000002782748  
Account holder(s): VIEWIT.COM LLC  
Account ID Number: 650927941

### Account Summary

Opening balance 7/31	\$19,321.71
Deposits and other credits	73,500.00 +
Checks	35,243.81 -
Other withdrawals and service fees	19.47 -
Closing balance 8/31	\$57,558.43

### Deposits and Other Credits

8/31/99

Date	Amount	Description
8/09	15,000.00	DEPOSIT
8/17	13,500.00	DEPOSIT
8/18	15,000.00	DEPOSIT
8/18	30,000.00	DEPOSIT
<b>Total</b>	<b>\$73,500.00</b>	

### Checks

Number	Amount	Date posted	Number	Amount	Date posted	Number	Amount	Date posted
0000	210.00	8/13	1009	29.31	8/16	1015	3,000.00	8/19
1001*	64.00	8/03	1010	915.73	8/24	1017*	5,000.00	8/27
1005*	2,787.64	8/06	1011	7,500.00	8/16	<b>Total</b>	<b>\$35,243.81</b>	
1007*	5,000.00	8/09	1012	10,305.29	8/19			
1008	211.84	8/18	1014*	220.00	8/20			

\* Indicates a break in check number sequence

### Other Withdrawals and Service Fees

Date	Amount	Description
8/11	19.47	COMMERCIAL SERVICE CHARGES FOR JULY 1999
<b>Total</b>	<b>\$19.47</b>	



# Commercial Checking

03      2000002782748   036   140      12   51      135,588      \_\_\_\_\_

\_\_\_\_\_

## Customer Service Information

For questions about your statement or billing errors, contact us at:

**Phone number**

**Address**

Checking, Investment & Loan Accounts  
TDD (For the Hearing Impaired)

1-800-735-1012  
1-800-388-2234

FIRST UNION NATIONAL BANK  
P.O. BOX 2870  
JACKSONVILLE FL 32231

24 Hour Banking Card & Check Card  
Credit Card & Other Lines of Credit

1-800-359-3862

FIRST UNION CARD PRODUCTS  
POST OFFICE BOX 563966  
CHARLOTTE NC 28256-3966  
24 HOURS A DAY, 365 DAYS A YEAR

## To Balance Your Account

1. Compare your account register to your account statement for unrecorded transactions (such as ATM, CheckCard, Interest earned, fees, etc.) Your new account register total should match the adjusted balance in line 6 below.

\_\_\_\_\_ 2. Write in the closing balance shown on the front of account statement.

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\_\_\_\_\_ 5. In the section to the right, list and total all checks and withdrawals that you have made that are not reported on your account statement. Write in the total here.

\_\_\_\_\_ 6. Subtract the amount in line 5 from the amount in line 4. This is your adjusted balance and should match the balance in Step 1 above.

### List Outstanding Checks and Withdrawals

Ck. No.	Amount	Ck. No.	Amount
		Total	

In Case of Errors or Questions About Your Electronic Transfers: Telephone us at 1-800-359-3862 or Write us at FIRST UNION CARD PRODUCTS, POST OFFICE BOX 563966, CHARLOTTE NC 28256-3966, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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# Commercial Checking

01 2000002782748 036 140 3 51 134,597

IVIEWIT.COM LLC  
1900 NW CORPORATE BLVD  
SUITE 300 EAST BLDG  
BOCA RATON FL 33431

CB

## Commercial Checking

6/24/1999 thru 7/30/1999

Account number: 2000002782748  
Account holder(s): IVIEWIT.COM LLC

Taxpayer ID Number: 650927941

### Account Summary

Opening balance 6/24	\$0.00
Deposits and other credits	37,135.65 +
Checks	17,797.94 -
Other withdrawals and service fees	16.00 -
Closing balance 7/30	\$19,321.71

### Deposits and Other Credits

Date	Amount	Description
7/09	200.00	COUNTER DEPOSIT
7/23	10,000.00	DEPOSIT
7/28	444.76	TRANSFER FROM 2000001982837
7/28	3,990.89	TRANSFER FROM 2000002782476
7/28	22,500.00	DEPOSIT
<b>total</b>	<b>\$37,135.65</b>	

### Checks

Number	Amount	Date posted	Number	Amount	Date posted	Number	Amount	Date posted
0091	5,797.94	7/27	1004	7,000.00	7/30			
1003*	5,000.00	7/29	<b>Total</b>	<b>\$17,797.94</b>				

Indicates a break in check number sequence

### Other Withdrawals and Service Fees

Date	Amount	Description
7/13	16.00	COMMERCIAL SERVICE CHARGES FOR JUNE 1999
<b>total</b>	<b>\$16.00</b>	

# Commercial Checking

03

2000002782748 036 140

3 51

134,599

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\_\_\_\_\_

## Customer Service Information

**For questions about your statement or billing errors, contact us at:**

**Phone number**  
1-800-735-1012  
1-800-388-2234

**Address**  
FIRST UNION NATIONAL BANK  
P.O. BOX 2870  
JACKSONVILLE FL 32231

24 Hour Banking Card & Check Card  
Credit Card & Other Lines of Credit

1-800-359-3862

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POST OFFICE BOX 563966  
CHARLOTTE NC 28256-3966  
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\_\_\_\_\_
- 2. Write in the closing balance shown on the front of account statement.  
  
\_\_\_\_\_
- 3. Write in any deposits you have made since the date of this statement.  
  
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\_\_\_\_\_
- 4. Add together amounts listed above in steps 2 and 3.  
  
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\_\_\_\_\_
- 6. Subtract the amount in line 5 from the amount in line 4. This is your adjusted balance and should match the balance in Step 1 above.

List Outstanding Checks and Withdrawals			
Ck. No.	Amount	Ck. No.	Amount
		Total	

**Case of Errors or Questions About Your Electronic Transfers:** Telephone us at 1-800-359-3862 or Write us at FIRST UNION CARD PRODUCTS, POST OFFICE BOX 563966, CHARLOTTE NC 28256-3966, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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# Reconciliation Report

1/7/2000

CAP Acct. - First Union account reconciled for the period ending 12/31/1999

## Cleared Transactions

Previous Balance		98,274.52
Cleared Checks and Payments	1 Items	-75,000.00
Cleared Deposits and Other Credits	2 Items	405.56
Cleared Balance		23,680.08

## Uncleared Transactions

Uncleared Checks and Payments	0 Items	0.00
Uncleared Deposits and Other Credits	0 Items	0.00

## New Transactions

Account Balance as of 12/31/1999 (statement closing date)		23,680.08
New Checks and Payments	0 Items	0.00
New Deposits and Other Credits	0 Items	0.00
Ending Account Balance		23,680.08



## Reconciliation Report

1/7/2000

CAP Acct. - First Union account reconciled for the period ending 12/31/1999

Date	No.	Payee	Memo	Account	C	Amount
<b>Cleared Transactions:</b>						
Cleared Checks and Payments:						
12/09/1999				CAP Acct. - First Union	X	-75,000.00
Total Cleared Checks and Payments				1	Items	-75,000.00
Cleared Deposits and Other Credits:						
12/23/1999			Surepay Credit	CAP Acct. - First Union	X	222.36
01/07/2000			Interest	CAP Acct. - First Union	X	183.20
Total Cleared Deposits and Other Credits				2	Items	405.56
<b>Total Cleared Transactions</b>				<b>3</b>	<b>Items</b>	<b>-74,594.44</b>
<b>Uncleared Transactions as of 12/31/1999:</b>						
Uncleared Checks and Payments:						
Total Uncleared Checks and Payments				0	Items	0.00
Uncleared Deposits and Other Credits:						
Total Uncleared Deposits and Other Credits				0	Items	0.00
<b>Total Uncleared Transactions as of 12/31/1999</b>				<b>0</b>	<b>Items</b>	<b>0.00</b>
<b>New Transactions:</b>						
New Checks and Payments:						
Total New Checks and Payments				0	Items	0.00
New Deposits and Other Credits:						

Reconciliation Report

1/7/2000

CAP Acct. - First Union account reconciled for the period ending 12/31/1999

<u>Date</u>	<u>No.</u>	<u>Payee</u>	<u>Memo</u>	<u>Account</u>	<u>C</u>	<u>Amount</u>
Total New Deposits and Other Credits					0 Items	0.00
Total New Transactions					0 Items	0.00

# CAP ACCOUNT STATEMENT

Questions? Write to:  
CAP Department  
One First Union Center  
Charlotte NC 28288-1164

CAP Account number: 9983881732  
Brokerage Account number: 45464588

## CAP Account Asset Earnings

## News From First Union:

THE FIRST UNION CAP DEPARTMENT WISHES YOU A HAPPY AND PROSPEROUS 2000.

	Month to Date	Year to Date
Evergreen Money Market	183.20	2,765.58
Brokerage Account Cash		
Money Market Mutual Funds		
Stocks and Options		
Bonds		
Mutual Funds		
Other Investments		
Brokerage Account Subtotal	0.00	0.00

**Total CAP Account Asset Earnings \$183.20 \$2,765.58**

## Available Funds

Evergreen Money Market \$23,680.08  
Total \$23,680.08

Your Sweep Option is - Evergreen Money Market  
7 Day Effective Yield as of 12/31/1999 5.04%

# CAP ACCOUNT STATEMENT



12/01/1999 thru 12/31/1999

1 FL P U O

003827 02 3DG 20/136 \*AUTO\*\*5-DIGIT 33431

VIEWIT.COM LLC  
2255 GLADES ROAD SUITE 337 WE  
BOCA RATON FL 33431

Client Services (800) 733-8812  
En Espanol (800) 704-0882

Relationship Manager,  
LEE WILLET  
(561) 447-2419



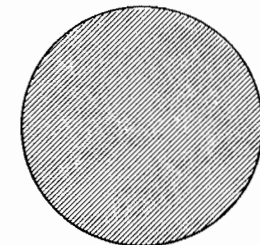
Total CAP Account Value as of 12/31/1999  
**\$23,680.08**

## Account Summary

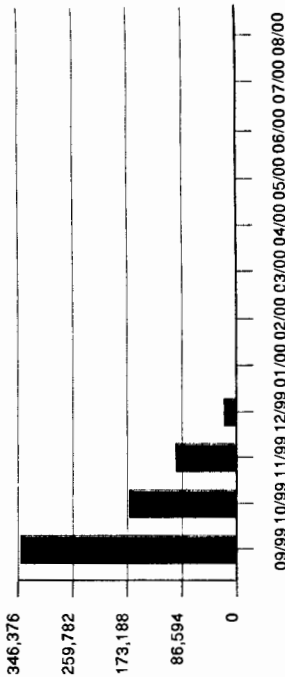
CAP Account number: 9983881732  
Brokerage Account number: 45464588

CAP Account Assets	Market Value 11/30	Market Value 12/31	Percent of assets
Evergreen Money Market	98,274.52	23,680.08	100.0%
Brokerage Account Cash			
Money Market Mutual Funds			
Stocks and Options			
Bonds			
Mutual Funds			
Other Investments			
Brokerage Account Subtotal	0.00	0.00	
<b>Total CAP Account Assets</b>	<b>98,274.52</b>	<b>23,680.08</b>	<b>100.0%</b>
<b>Total CAP Account Value</b>	<b>\$98,274.52</b>	<b>\$23,680.08</b>	

## CAP Account Assets Portfolio Allocation



## Total Value Comparison



Investments in Stocks, Bonds, Mutual Funds and Other Securities:

**ARE NOT FDIC-INSURED ARE NOT BANK GUARANTEED MAY LOSE VALUE**

Brokerage services, including margin loans, are offered through **First Union Brokerage Services, Inc. (FUBS)**, a registered broker-dealer, member NASD, and separate non-bank affiliate of First Union Corporation. Brokerage accounts are carried by First Clearing Corporation, member NYSE and SIPC. Fixed annuities are offered through insurance affiliates of First Union Corporation. Variable annuities are offered through First Union Brokerage Services, Inc. and insurance affiliates of First Union Corporation.

# Reconciliation Report

12/8/1999

CAP Acct. - First Union account reconciled for the period ending 11/30/1999

## Cleared Transactions

Previous Balance		172,647.73
Cleared Checks and Payments	1 Items	-75,000.00
Cleared Deposits and Other Credits	2 Items	626.79
Cleared Balance		98,274.52

## Uncleared Transactions

Uncleared Checks and Payments	0 Items	0.00
Uncleared Deposits and Other Credits	0 Items	0.00

## New Transactions

Account Balance as of 11/30/1999 (statement closing date)		98,274.52
New Checks and Payments	0 Items	0.00
New Deposits and Other Credits	0 Items	0.00
Ending Account Balance		98,274.52

## Reconciliation Report

12/8/1999

CAP Acct. - First Union account reconciled for the period ending 11/30/1999

Date	No.	Payee	Memo	Account	C	Amount
<b>Cleared Transactions:</b>						
Cleared Checks and Payments:						
11/03/1999				CAP Acct. - First Union	X	-75,000.00
Total Cleared Checks and Payments				1	Items	-75,000.00
Cleared Deposits and Other Credits:						
11/23/1999			Surepay Credit First Uni...	CAP Acct. - First Union	X	229.78
11/30/1999			Nov. interest income	CAP Acct. - First Union	X	397.01
Total Cleared Deposits and Other Credits				2	Items	626.79
<b>Total Cleared Transactions</b>				<b>3</b>	<b>Items</b>	<b>-74,373.21</b>
<b>Uncleared Transactions as of 11/30/1999:</b>						
Uncleared Checks and Payments:						
Total Uncleared Checks and Payments				0	Items	0.00
Uncleared Deposits and Other Credits:						
Total Uncleared Deposits and Other Credits				0	Items	0.00
<b>Total Uncleared Transactions as of 11/30/1999</b>				<b>0</b>	<b>Items</b>	<b>0.00</b>
<b>New Transactions:</b>						
New Checks and Payments:						
Total New Checks and Payments				0	Items	0.00
New Deposits and Other Credits:						

# Reconciliation Report

12/8/1999

CAP Acct. - First Union account reconciled for the period ending 11/30/1999

<u>Date</u>	<u>No.</u>	<u>Payee</u>	<u>Memo</u>	<u>Account</u>	<u>C</u>	<u>Amount</u>
Total New Deposits and Other Credits					0 Items	0.00
Total New Transactions					0 Items	0.00

# CAP ACCOUNT STATEMENT



22.501

11/01/1999 thru 11/30/1999

1 FL P U O

003662 02 30G 18/130 \*AUTO\*\*5-DIGIT 33431

VIEWIT.COM LLC  
 2255 GLADES ROAD SUITE 337 WE  
 BOCA RATON FL 33431



**Client Services**  
 (800) 733-8812  
**En Espanol**  
 (800) 704-0882

**Relationship Manager,**  
 LEE WILLET  
 (561) 447-2419

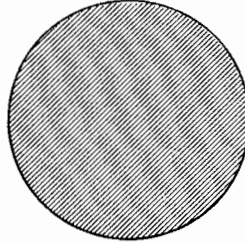
## Account Summary

CAP Account number: 9983881732  
 Brokerage Account number: 45464588

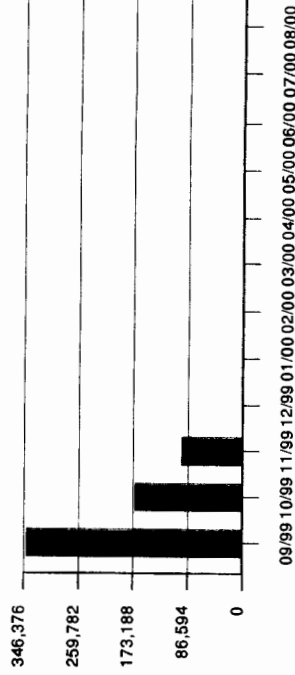
Total CAP Account Value as of 11/30/1999  
**\$98,274.52**

CAP Account Assets	Market Value 10/29	Market Value 11/30	Percent of assets
Evergreen Money Market	172,647.73	98,274.52	100.0%
Brokerage Account			
Cash			
Money Market Mutual Funds			
Stocks and Options			
Bonds			
Mutual Funds			
Other Investments			
Brokerage Account Subtotal	0.00	0.00	
<b>Total CAP Account Assets</b>	<b>172,647.73</b>	<b>98,274.52</b>	<b>100.0%</b>
<b>Total CAP Account Value</b>	<b>\$172,647.73</b>	<b>\$98,274.52</b>	

## CAP Account Assets Portfolio Allocation



## Total Value Comparison



Investments in Stocks, Bonds, Mutual Funds and Other Securities:

**ARE NOT FDIC-INSURED ARE NOT BANK GUARANTEED MAY LOSE VALUE**

Brokerage services, including margin loans, are offered through **First Union Brokerage Services, Inc. (FUBS)**, a registered broker-dealer, member NASD, and separate non-bank affiliate of First Union Corporation. Brokerage accounts are carried by First Clearing Corporation, member NYSE and SIPC. Fixed annuities are offered through insurance affiliates of First Union Corporation. Variable annuities are offered through First Union Brokerage Services, Inc. and insurance affiliates of First Union Corporation.



# CAP ACCOUNT STATEMENT

22,503

11/01/1999 thru 11/30/1999

3 FL P U

CAP Account number: 9983881732  
 Brokerage Account number: 45464588

**Questions? Write to:**  
 CAP Department  
 One First Union Center  
 Charlotte NC 28288-1164

**CAP Account Asset Earnings**

	Month to Date	Year to Date
Evergreen Money Market	397.01	2,582.38
Brokerage Account Cash		
Money Market Mutual Funds		
Stocks and Options		
Bonds		
Mutual Funds		
Other Investments		
Brokerage Account Subtotal	0.00	0.00

**Total CAP Account Asset Earnings \$397.01 \$2,582.38**

**News From First Union:**

PLEASE SEE THE ENCLOSED INSERT TO REVIEW THE UPDATED SERVICE FEES FOR YOUR CAP ACCOUNT INCLUDING FEES FROM FIRST UNION BROKERAGE SERVICES. PLEASE CONTACT CAP CLIENT SERVICES WITH ANY QUESTIONS. EFFECTIVE JANUARY 1, 2000 THE ANNUAL FEE FOR CAP FOR BUSINESS WILL BE \$120.

**Available Funds**

Evergreen Money Market \$98,274.52  
**Total \$98,274.52**

**Your Sweep Option is - Evergreen Money Market**  
**7 Day Effective Yield as of 11/30/1999 4.82%**

# Reconciliation Report

11/8/1999

CAP Acct. - First Union account reconciled for the period ending 10/31/1999

## Cleared Transactions

Previous Balance		0.00
Cleared Checks and Payments	2 Items	-175,000.00
Cleared Deposits and Other Credits	2 Items	347,647.73
Cleared Balance		172,647.73

## Uncleared Transactions

Uncleared Checks and Payments	0 Items	0.00
Uncleared Deposits and Other Credits	0 Items	0.00

## New Transactions

Account Balance as of 10/31/1999 (statement closing date)		172,647.73
New Checks and Payments	1 Items	-75,000.00
New Deposits and Other Credits	0 Items	0.00
Ending Account Balance		97,647.73

## Reconciliation Report

11/8/1999

CAP Acct. - First Union account reconciled for the period ending 10/31/1999

<u>Date</u>	<u>No.</u>	<u>Payee</u>	<u>Memo</u>	<u>Account</u>	<u>C</u>	<u>Amount</u>
<b>Cleared Transactions:</b>						
Cleared Checks and Payments:						
10/11/1999				CAP Acct. - First Union	X	-75,000.00
10/25/1999				CAP Acct. - First Union	X	-100,000.00
Total Cleared Checks and Payments					2 Items	-175,000.00
Cleared Deposits and Other Credits:						
09/30/1999			To record beginnning bal...	CAP Acct. - First Union	X	346,375.10
10/31/1999			Cap Acct Interest	CAP Acct. - First Union	X	1,272.63
Total Cleared Deposits and Other Credits					2 Items	347,647.73
<b>Total Cleared Transactions</b>					<b>4 Items</b>	<b>172,647.73</b>
<b>Uncleared Transactions as of 10/31/1999:</b>						
Uncleared Checks and Payments:						
Total Uncleared Checks and Payments					0 Items	0.00
Uncleared Deposits and Other Credits:						
Total Uncleared Deposits and Other Credits					0 Items	0.00
<b>Total Uncleared Transactions as of 10/31/1999</b>					<b>0 Items</b>	<b>0.00</b>
<b>New Transactions:</b>						
New Checks and Payments:						
11/03/1999				CAP Acct. - First Union		-75,000.00
Total New Checks and Payments					1 Items	-75,000.00

Reconciliation Report

11/8/1999

CAP Acct. - First Union account reconciled for the period ending 10/31/1999

<u>Date</u>	<u>No.</u>	<u>Payee</u>	<u>Memo</u>	<u>Account</u>	<u>C</u>	<u>Amount</u>
-------------	------------	--------------	-------------	----------------	----------	---------------

New Deposits and Other Credits:

Total New Deposits and Other Credits					0 Items	0.00
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<b>Total New Transactions</b>					<b>1 Items</b>	<b>-75,000.00</b>
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# CAP ACCOUNT STATEMENT

22,604

10/01/1999 thru 10/31/1999

4 FL P U

CAP Account number: 9983881732  
 Brokerage Account number: 45464588

## Account Activity

Daily Account Activity				Quantity	Price/ Amount	Add	Subtract	Daily Cash Balance
Date	Transaction Type/ Check Number	Description						
10/01		<b>Beginning Balance</b>						\$ 346,375.10
10/12	99286183	SUREPAY DEBIT MEMO DOTS MISC DATA 2850009922 991012 PDD TR# 2850009922					75,000.00	271,375.10
10/25		SUREPAY CREDIT FIRST UNION CD CD IN MISC DATA 013151230943360 991025 PPD TR# 119992937414889	222.36					
10/25	99299282	SUREPAY DEBIT MEMO DOTS MISC DATA 2980007757 991025 PDD TR# 2980007757					100,000.00	171,597.46
10/29		CAP ACCOUNT INTEREST/DIVIDEND			1,050.27			172,647.73
10/31		<b>Closing Balance 10/31</b>					<b>\$ 175,000.00</b>	<b>\$ 172,647.73</b>

## Summary of Deposits

Date	Description	Amount
10/25	SUREPAY CREDIT FIRST UNION CD CD IN MISC	222.36
10/29	CAP ACCOUNT INTEREST/DIVIDEND	1,050.27
<b>Total</b>		<b>\$ 1,272.63</b>

## Summary of Withdrawals

Date	Check Number	Description	Expense Tracking Category	Amount
10/12		SUREPAY DEBIT MEMO DOTS MISC DATA		75,000.00
10/25		SUREPAY DEBIT MEMO DOTS MISC DATA		100,000.00
<b>Total</b>				<b>\$ 175,000.00</b>

Account Activity continued on next page



# CAP ACCOUNT STATEMENT



10/01/1999 thru 10/31/1999

1 FL P U O

22,601

003720 02 3DG 19/135 \*AUTO\*\*5-DIGIT 33431

VIEWIT.COM LLC  
 2255 GLADES ROAD SUITE 337 WE  
 BOCA RATON FL 33431

**Client Services**  
 (800) 733-8812  
**En Espanol**  
 (800) 704-0882

**Relationship Manager,**  
 LEE WILLET  
 (561) 447-2419



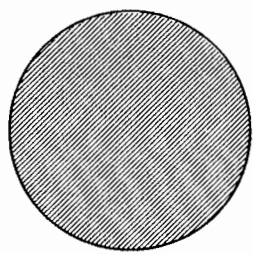
## Account Summary

CAP Account number: 9983881732  
 Brokerage Account number: 45464588

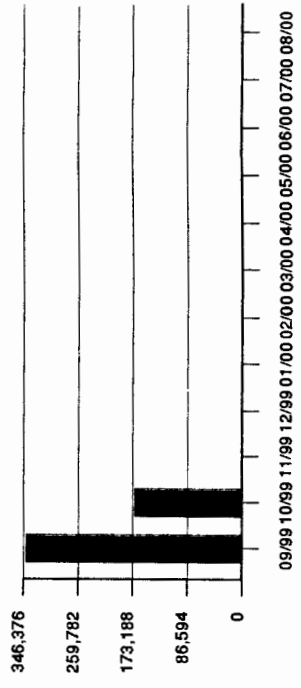
Total CAP Account Value as of 10/31/1999  
**\$172,647.73**

CAP Account Assets	Market Value 9/30	Market Value 10/31	Percent of assets
Evergreen Money Market	346,375.10	172,647.73	100.0%
Brokerage Account			
Cash			
Money Market Mutual Funds			
Stocks and Options			
Bonds			
Mutual Funds			
Other Investments			
Brokerage Account Subtotal	0.00	0.00	
<b>Total CAP Account Assets</b>	<b>346,375.10</b>	<b>172,647.73</b>	<b>100.0%</b>
<b>Total CAP Account Value</b>	<b>\$346,375.10</b>	<b>\$172,647.73</b>	

## CAP Account Assets Portfolio Allocation



## Total Value Comparison



Investments in Stocks, Bonds, Mutual Funds and Other Securities:

**ARE NOT FDIC-INSURED ARE NOT BANK GUARANTEED MAY LOSE VALUE**

Brokerage services, including margin loans, are offered through **First Union Brokerage Services, Inc. (FUBS)**, a registered broker-dealer, member NASD, and separate non-bank affiliate of First Union Corporation. Fixed annuities are offered through insurance affiliates of First Union Corporation. Variable annuities are offered through First Union Brokerage Services, Inc. and insurance affiliates of First Union Corporation.

# CAP ACCOUNT STATEMENT



9/01/1999 thru 9/30/1999

1 FL P T O

003862 03 3DG 21/138 \*AUTO\*\*5-DIGIT 33431

VIEWIT.COM LLC  
1900 NW CORPORATE BLVD  
SUITE 300 EAST BLDG  
BOCA RATON FL 33431



**Client Services**  
(800) 733-8812  
**Relationship Manager,**  
LEE WILLET  
(561) 447-2419

**En Espanol**  
(800) 704-0882

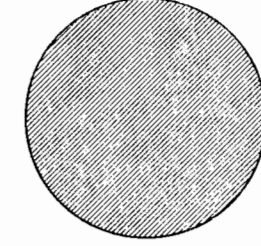
Total CAP Account Value as of 9/30/1999  
**\$346,375.10**

## Account Summary

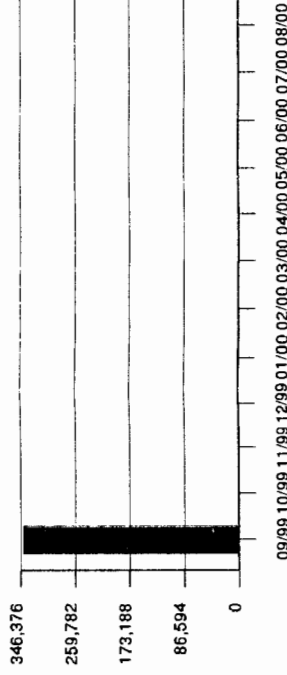
CAP Account number: 9983881732  
Brokerage Account number: 45464588

CAP Account Assets	Market Value 9/30	Percent of assets
Evergreen Money Market	346,375.10	100.0%
Brokerage Account Cash		
Money Market Mutual Funds		
Stocks and Options		
Bonds		
Mutual Funds		
Other Investments		
Brokerage Account Subtotal	0.00	
<b>Total CAP Account Assets</b>	<b>346,375.10</b>	<b>100.0%</b>
<b>Total CAP Account Value</b>	<b>\$346,375.10</b>	

## CAP Account Assets Portfolio Allocation



## Total Value Comparison



Investments in Stocks, Bonds, Mutual Funds and Other Securities:

**ARE NOT FDIC-INSURED ARE NOT BANK GUARANTEED MAY LOSE VALUE**

Brokerage services, including margin loans, are offered through **First Union Brokerage Services, Inc. (FUBS)**, a registered broker-dealer, member NASD, and separate non-bank affiliate of First Union Corporation. Fixed annuities are offered through insurance affiliates of First Union Corporation. Variable annuities are offered through First Union Brokerage Services, Inc. and insurance affiliates of First Union Corporation.

# CAP ACCOUNT STATEMENT

9/01/1999 thru 9/30/1999

3,088° 23,087

3 FL P T

Account Number: 9983881732  
 Member Number: 45484588

Questions? Write to:  
 CAP Department  
 One First Union Center  
 Charlotte NC 28288-1164

Market	Month to Date	Year to Date
Market	1,135.10	1,135.10
Subtotal	0.00	0.00
Net Asset Earnings	\$1,135.10	\$1,135.10

## Welcome to First Union:

ON SEPTEMBER 7, 1999, THE BROKERAGE PORTION OF YOUR ACCOUNT BEGAN EARNING THROUGH FIRST CLEARING CORPORATION (FCC). PLEASE SEE THE ENCLOSED INSERT FOR MORE INFORMATION. PLEASE BE ASSURED THAT THIS CHANGE WILL NOT AFFECT THE ASSETS SECURITY POSITIONS OR THE RELATIONSHIP WITH YOUR BROKER. PLEASE CONTACT EFFECTIVE NOVEMBER 30, 1999, THE FEE FOR INSUFFICIENT FUNDS WILL BE \$30.

## Available Funds

Evergreen Money Market \$346,375.10  
 Total \$346,375.10

Your Selected Option is - Evergreen Money Market  
 7 Day Effective Yield as of 9/30/1999 4.48%



## IMPORTANT INFORMATION REGARDING ACCOUNT ACTIVITY APPEARING ON YOUR BROKERAGE, CAP OR IRA ACCOUNT STATEMENTS

In a recent letter from First Union Brokerage Services (FUBS), we informed you that in September we would begin the safekeeping and clearing of securities through First Clearing Corporation (FCC), a separate non-bank affiliate of First Union Corporation.

Due to this change, it was necessary to move all of your securities and cash from FUBS to FCC. For each cash balance and security position, including money markets, two entries will show on your enclosed September Brokerage, CAP or IRA statement:

- **DELIVER TO FIRST CLEARING CORPORATION**
- **RECEIVE FROM FIRST UNION BROKERAGE SERVICES**

The following is an example of the delivery and receipt of a mutual fund position that would show in the account activity section of your statement

### Account Activity

<i>Date</i>	<i>Transaction</i>	<i>Description</i>	<i>Quantity</i>	<i>Price</i>	<i>Amount</i>
9/07	DELIVER TO	EVERGREEN FOUNDATION	1,379.567-	0.0000	0.00
	FIRST CLEARING CORP	FUND CLASS A			
9/07	RECEIVE FROM	EVERGREEN FOUNDATION	1,379.567	0.0000	0.00
	FIRST UNION BROKERAGE	FUND CLASS A			

Please be assured that:

- Though the names of some securities may appear slightly different than shown on your last statement, they are the same securities.
- This change will not affect the securities and balances in your account(s).
- This change will not affect your relationship with your FUBS representative.
- Your customer statements and confirms will continue to bear the First Union logo.
- Cash and securities carried in your brokerage account(s) with FCC will continue to be protected by SIPC coverage up to \$500,000 (cash balances are only protected up to \$100,000 of this amount) and an additional \$99,500,000 in commercial coverage at no charge to you. This protection does not cover any decline in the market value of your securities, and certain related accounts may have one aggregate coverage limit.

If you have any questions about the activity appearing on your statement, please contact your Personal Investment Counselor, FUBS Client Services at (800) 359-9297, or CAP/IRA Client Services at (800) 733-8812.

Thank you for your business. We look forward to helping you reach your financial goals for many years to come.

FIRST UNION BROKERAGE SERVICES, INC., is a registered broker-dealer, Member NASD, SIPC, and a separate, non-bank affiliate of First Union Corporation. Accounts carried by First Clearing Corporation, Member NYSE & SIPC

Stocks, bonds, mutual funds, and other securities are:

**NOT FDIC-INSURED/NOT BANK-GUARANTEED/MAY LOSE VALUE**

# CAP ACCOUNT STATEMENT

9/01/1999 thru 9/30/1999

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23.089

CAP Account number: 9983881732  
 Brokerage Account number: 45464588

**Account Activity** *continued*

<b>S Harry of Withdrawals</b>			
Date	Check Number	Description	Amount
9/08		ANNUAL FEE	100.00
9/17		SUREPAY DEBIT DEBIT MEMO DOTS MISC DATA	100,000.00
9/30		SUREPAY DEBIT MP17615- INT'L DESC MISC	660.00
9/23	92399	0	54,000.00
<b>Total</b>			<b>\$ 154,760.00</b>



Private Client Group

TDAHTI A006921 D#X35202 TDA History Transaction Inquiry BATTI003 03/22/00 13:49

Org : 003 Serv: CDA Acct: 013151230943360 State: FL Bank: 1  
Date: MORE: - +  
Short Name: IVIEWIT.COM LLC BALANCE FORWARD: 54,000.00

Posting Date	Effective Date	T/C	Amount	Description
11/23/99	11/23/99	PY	229.78 +	INTEREST PAYMENT
		TC	229.78 -	INTEREST TRANSFER TO CAP ACCOUNT # 003/9983881732 R/T #
				CURRENT BAL: 54,000.00
12/23/99	12/23/99	PY	222.36 +	INTEREST PAYMENT
		TC	222.36 -	INTEREST TRANSFER TO CAP ACCOUNT # 003/9983881732 R/T #
				CURRENT BAL: 54,000.00

Command:  
F1=Help F3=Exit F7=Bkwd F8=Fwd F9=APTDI

*AAW: Erica*

TDAHTI A006921 D#X35202 TDA History Transaction Inquiry BATTI003 03/22/00  
 13:49

Org : 003 Serv: CDA Acct: 013151230943360

State: FL Bank: 1

Date:

MORE: -

Short Name: IVIEWIT.COM LLC

BALANCE FORWARD: 54,000.00

Posting Date	Effective Date	T/C	Amount	Description
01/21/00	01/23/00	PY	229.33 +	INTEREST PAYMENT
		TC	229.33 -	INTEREST TRANSFER TO CAP ACCOUNT # 003/9983881732 R/T #
				CURRENT BAL: 54,000.00
02/23/00	02/23/00	PY	229.14 +	INTEREST PAYMENT
		TC	229.14 -	INTEREST TRANSFER TO CAP ACCOUNT # 003/9983881732 R/T #
				CURRENT BAL: 54,000.00

Command:

F1=Help F3=Exit F7=Bkwd F8=Fwd F9=APTDI

**First Union Contact and Bank Account Information**

First Union National Bank  
77 East Camino Real  
Boca Raton, Florida 33432  
Contact: Tandy Stiller  
Phone: 561.338.6092  
Fax: 561.447.2418  
Audit Confirmations: 336.651.5324 (phone)  
336.651.5344 (fax)

**Accounts:**

<u>Account Name</u>	<u>Account Number</u>	<u>Year Opened</u>
Iviewit.com, LLC (Checking)	2000002782748	1999
Iviewit.com, LLC (CAP)	9983881732	1999
Iviewit.com, Inc. (Checking)	2000006722665	2000
Iviewit.com, Inc. (CAP)	9983882139	2000
Iviewit LLC	2000002782528	1999
Iviewit Technologies, Inc.	2000006708634	2000
Iviewit Holdings, Inc. (f/k/a uview.com, Inc.)	2000002782515	1999
Iviewit.com, LLC (Escrow)	9983881732	1999

# Memo

**To:** Whom It May Concern  
**From:** Erika R. Lewin  
**Date:** 3/25/2000  
**Re:** Fixed Assets and Depreciation

---

iviewit.com capitalizes all fixed asset purchases above \$500. Depreciation is calculated based on MACRS (double-declining method) over the applicable useful life of the asset. Since 100% of the fixed assets purchased this year were purchased in the fourth quarter, the mid-quarter convention method was used (instead of half-year convention). Useful lives are as follows:

Machinery & Equipment (including Computers): 5 years

Furniture & Fixtures: 7 years

Upon the sale or retirement of assets, the cost and accumulated depreciation are removed from the accounts and any gain or loss is recognized in income in the current period.



# QUOTATION

attn Guy  
 IVIEWIT INC  
 1 BOCA PL  
 2255 GLADES RD STE 337 W  
 BOCA RATON, FL 33431

*Financing Agreement*

October 12 1999

SKU #	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
220-2809	3	Dell PIII 450K GX1p/T+ Base W/8MB Video Memory, Integrated Audio, 512K Cache, Integrated 10/100 WuOL Networking	1,920.00	5,760.00
310-1259	3	Quietkey Spacesaver 104-key Keyboard, US, GX1p, Factory Install		
310-3600	3	PS2 Intellimouse, Factory Install		
310-3641	3	Open Manage Client, West, No Diskette, Factory Install		
310-3659	3	Reduced Documentation for G1/GX1p Systems, Factory Install		
310-7016	3	Documentaion, Windows 2000 Upgrade Flyer, English, Optiplex Factory Install		
311-0628	3	128MB, ECC, SDRAM, 1 DIMM, 100MHz, GX1p M/MT, Factory Install		
313-0276	3	harmon kardon HK195 Speakers for Dell Optiplex, Factory Install		
313-0545	3	17-40X CD-ROM, IDE, GX1p (M/MT) , Factory Install		

For your convenience, we have listed your sales representative,  
 your quote number and your customer number which will provide  
 you with faster service when you are ready to place your order.

Sales Representative:  
 JOHN W WATERS

Quote #: 32483015

Customer #: 6151063

Prices and tax rates are subject to change.

Business and Personal Leasing provided by Dell Financial Services, an independent entity.  
 Leasing Documentation Fee \$55

DELL MARKETING L.P.  
 (800) 348-6155 EXT 48114

ONE DELL WAY, ROUND ROCK, TX 78682  
 (800) 268-0228 SALES REP FAX

REV.C



# QUOTATION

attn Guy  
 IVIEWIT INC  
 1 BOCA PL  
 2255 GLADES RD STE 337 W  
 BOCA RATON, FL 33431

October 12 1999

SKU #	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
320-6367	3	Dell P780,16.0" Viewable Image Size,Optiplex,G1/GX1/GX1p, Customer Install		
340-0701	3	3.5" 1.44MB Floppy Drive, Factory Install		
340-7169	3	13.6 GB EIDE Hard Drive, GX1/GX1p Midsize Desktop or Minitower,7200RPM,Factory Install		
420-0153	3	Windows NT, NTFS File System Factory Install		
420-0385	3	NT4 Service Pack 4,Optiplex, English,Factory Install		
430-0162	3	Active Expansion Riser for GX1P/T Systems, 3 PCI/2 Shared 2 ISA Wake up on Lan, Factory Install		
460-8728	3	Thank you for purchasing a Dell OptiPlex from the Home & Small Business Accts Division!		
460-9989	3	Windows 2000 Upgrade Informational SKU (This does not constitute a Windows 2000 upgrade)		
900-1980	3	SelectCare, Next Business Day On-Site Service,	.00	.00

For your convenience, we have listed your sales representative, your quote number and your customer number which will provide you with faster service when you are ready to place your order.

Sales Representative:  
 JOHN W WATERS

Quote #: 32483015

Customer #: 6151063

Prices and tax rates are subject to change.

Business and Personal Leasing provided by Dell Financial Services, an independent entity.  
 Leasing Documentation Fee \$55

DELL MARKETING L.P.  
 (700) 348-6155 EXT 48114

ONE DELL WAY, ROUND ROCK, TX 78682  
 (800) 268-0228 SALES REP FAX

REV-C





# QUOTATION

attn Guy  
 IVIEWIT INC  
 1 BOCA PL  
 2255 GLADES RD STE 337 W  
 BOCA RATON, FL 33431

October 12 1999

SKU #	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
900-1982	3	Initial Year, BSC SelectCare, 2 Year Extended, Next Business Day On-Site Service Contract, BSC	.00	.00
412-4649	3	MS Office Pro 2000,CD With Doc US English,OEM Package,Factory Install		
412-7365	3	MS Office Internet Explorer 5.0 For Office 2K Apps Only, US,English,Factory Install		
900-9987	3	Standard On-Site Installation Declined		

This quote is subject to the terms of  
 the agreement signed by you and Dell, or  
 absent such agreement, is subject to the  
 applicable Dell standard terms of sale.

\*\*\*\*\* PLEASE CONFIRM THE ACCURACY OF YOUR  
 \*\*\*\*\* OPERATING SYSTEM, SOFTWARE & HARDWARE  
 \*\*\*\*\* PRIOR TO PLACING AN ORDER

	SUB TOTAL	5,760.00
	TAX	.00
	SHIPPING and/or HANDLING	270.00
	OTHER	.00
Thank you for calling Dell	TOTAL	\$6,030.00

*→ Financing*

For your convenience, we have listed your sales representative,  
 your quote number and your customer number which will provide  
 you with faster service when you are ready to place your order.

Sales Representative:  
 JOHN W WATERS

Quote #: 32483015

Customer #: 6151063

Prices and tax rates are subject to change.

Business and Personal Leasing provided by Dell Financial Services, an independent entity.  
 Leasing Documentation Fee \$55

DELL MARKETING L.P.  
 (900) 348-6155 EXT 48114

ONE DELL WAY, ROUND ROCK, TX 78682  
 (800) 268-0228 SALES REP FAX

REV-C

Oct-21-99 11:17A dlc national corp  
OCT-21-1999 18:32

954 984 9499

P.02

**EQUIPMENT LEASE AGREEMENT**

LESSOR: DLC NATIONAL CORP  
12 W Cherry Street  
Hicksville, NY 11801

AGREEMENT #  
21734 1768080

EQUIPMENT DESCRIPTION	QUANTITY	MODEL #	SERIAL #
See Schedule 'A'			

EQUIPMENT LOCATED IN IF OTHER THAN BILLING ADDRESS OF LESSOR

**TERM & RENT**  
INITIAL TERM  
**36 MONTHS**

MONTHLY RENTAL  
PAYMENT \$230.10  
(PLUS APPLICABLE TAX)

ADVANCE  
1<sup>ST</sup> & LAST PAYMENT  
\$460.20  
(CHECK MUST ACCOMPANY LEASE)

**TERMS AND CONDITIONS**

The words YOU and YOUR mean the Lessee. The words WE, US and OUR refer to the Lessor indicated on reverse.

- 1. RENTAL (AGREEMENT):** We agree to rent to you and you agree to rent from us the equipment listed above ("Equipment"). You promise to pay us the rental payment according to the payment schedule shown above. The parties intend this Agreement to be a finance lease under Article 2A of the Uniform Commercial Code.
- 2. TERM AND RENT:** The initial term shall commence on the day that any of the Equipment is delivered to you (The Commencement Date). The installments of rent shall be payable in advance at the time and in the amounts provided above, commencing on the Commencement Date and subsequent payments shall be due on the same date of each successive period thereafter until all rent and any additional rent or expenses chargeable under this Agreement shall have been paid in full. Lessee's obligation to pay the rent and other obligations hereunder shall be absolute and unconditional and are not subject to any abatement, set-off, defense or counter-claim for any reason whatsoever.
- 3. NO WARRANTIES:** We are renting the Equipment to you "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT. We transfer to you for the term of this Agreement any warranties made by manufacturer or supplier to us. NEITHER SUPPLIER NOR ANY AGENT OF SUPPLIER IS AN AGENT OF LESSOR OR IS AUTHORIZED TO WAIVE OR MODIFY ANY TERM OR CONDITION OF THIS AGREEMENT.

LEASER: NEWHT.COM LLC  
ADDRESS: 2300 Florida Rd Bldg 307  
Boca Raton, FL 33431

PHONE NO: 561 999-8899

BY: [Signature] THIS AGREEMENT IS NOT CANCELANE  
PRESIDENT TITLE 10/22/99 DATE

AUTHORIZED SIGNATURE

PRINT NAME: BRIAN UTLEY

THE TERMS AND CONDITIONS APPLY TO THIS AND OTHER A HRAI SERIES

**GUARANTEE**

To induce Lessor to enter into the within Agreement, Lessee understands that the Lessor is entering into this Agreement with Lessee or Guarantor or to ensure any of its other Lessor by reason of any default by Lessee. This understanding applies to any extension of time or other term or condition of this Agreement which may be necessary to carry out the obligations of Lessee hereunder. This is a continuing Guaranty and shall not be discharged or affected by your insolvency, reorganization, assignment and change of ownership. Lessee's obligation to Lessee shall continue to be primary as mentioned in this agreement if at any time payments of any part of the obligations of Lessee are not made by Lessee upon the maturity, maturity, or nonpayment of Lessee or upon the termination of a contract, except in further effect by Lessee or its agent or assignee or successor in title. Nothing shall constitute or constitute a release, discharge or satisfaction of any of the obligations of Lessee hereunder. The Guaranty shall survive the termination or expiration of the Agreement and shall remain in full force and effect until all obligations of Lessee hereunder are fully satisfied. This Guaranty shall survive the termination or expiration of the Agreement and shall remain in full force and effect until all obligations of Lessee hereunder are fully satisfied. This Guaranty shall survive the termination or expiration of the Agreement and shall remain in full force and effect until all obligations of Lessee hereunder are fully satisfied. This Guaranty shall survive the termination or expiration of the Agreement and shall remain in full force and effect until all obligations of Lessee hereunder are fully satisfied.

Witness Signature: [Signature] DATE: \_\_\_\_\_  
MARTHA MANTECON  
PRINT NAME

Guarantor Signature: [Signature] DATE: 10/21/99  
Brian Utley  
PRINT NAME

Guarantor Signature: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRINT NAME

OCT-12-1999 15:08

HAVE NICE DAY

P. 03/08

TERMS AND CONDITIONS (CONTINUED)

4. OWNERSHIP REDELIVERY AND RENTAL: We are the owner of the Equipment and have title to the Equipment. To protect our rights in the Equipment, in the event this Agreement is determined to be a security agreement, you hereby grant to us a security interest in the Equipment and all proceeds, products, rents or profits therefrom. In states where permitted by law, you hereby authorize us to cause this Agreement or any statement or other instrument in respect to this Agreement showing our interest in the Equipment to be filed or recorded and re-filed and re-recorded. You agree to execute and deliver any statement or instrument requested by us for such purpose. You agree to pay or reimburse us for any searches, filings, recordings, stamp fees or taxes related to the filing or recording of any such instrument or statement. No more than ninety (90) days prior to the expiration of the initial term or any renewal term of this Agreement you shall give us written notice of your intention to either return the Equipment to us or purchase the Equipment, as provided below. Provided you have given such timely notice, you shall return the Equipment, freight and insurance prepaid, to us, in good repair condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by us or remit the purchase option, this Agreement shall renew for additional terms of twelve (12) months each at a periodic rent equal to 100% of the rent provided herein.

5. OPTION TO PURCHASE: We hereby grant to you, provided you are not in default hereunder, the option to purchase, "AS IS" without express or implied warranties, all (not part) of the Equipment at the expiration of the term of this Agreement for its then fair market value plus all applicable taxes.

6. MAINTENANCE, RISK OF LOSS, AND INSURANCE: You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay rent. You agree during the term of this Agreement, to keep the Equipment fully insured against damage and loss, naming us as the loss payee, to obtain a general public liability insurance policy from a company acceptable to us, including us as an additional insured on the policy. You agree to provide us certificates or other evidence of insurance. If you do not, you agree that we have the right but not the obligation to obtain such insurance, in which event you agree to pay us for all costs thereof.

7. INDEMNITY: We are not responsible for any losses or injuries caused by the installation, removal or use of the Equipment. You shall indemnify and hold us harmless from and against any claims, suits, proceedings, damages, expenses and costs (including attorney's fees and costs) arising out of or in connection with the Equipment or this Agreement including without limitation, the possession, use, rental, operation and return of the Equipment.

8. TAXES AND FEES: You agree to pay when due or reimburse us for all taxes, fees, fines and penalties relating to use or ownership of the Equipment or to this Agreement, now or hereafter imposed, levied or assessed by any state, federal or local government or agency. You agree to pay us a fee of \$87.50 to reimburse us for the expense of preparing, printing, mailing and other documentation costs. FINANCING STATEMENTS AND OTHER DOCUMENTATION COSTS: This Agreement is subject to sales tax which require that tax be paid up front. If you choose to pay this tax up front, you may include, with your security deposit, your check for the current percent of tax applied to the cost of Equipment. If you do not include payment up front, you authorize us to advance the tax and increase your monthly payment by an amount equal to the current tax percentage applied to the monthly rental shown above.

9. LOCATION OF EQUIPMENT: You shall keep and use the Equipment only at your address shown above. You agree that the Equipment will not be removed from that address unless you get our written permission in advance to make it.

10. DEFAULT AND REMEDIES: If you (a) fail to pay rent or any other payment hereunder when due; or (b) fail to perform any of the terms, covenants or conditions of this Agreement after ten (10) days written notice; or (c) become insolvent or make an assignment for the benefit of creditors; or (d) a receiver, trustee, conservator or liquidator is appointed with or without your consent, you shall be in default under the Agreement and, we may to the extent permitted by applicable law, exercise any one or more of the following remedies: (i) declare due, sue for and receive from you the sum of all rental payments and other amounts then due and owing under this Agreement or any schedule thereto, plus the present value of (ii) the sum of the rental payments for the unexpired term of this Agreement at the rate of 8% per annum and (iii) the anticipated value of the Equipment at the end of the initial term or (but in no event less than 15% of the original cost of the Equipment) discounted at the rate of 8% per annum and upon recovery of the same in full, the Equipment shall become your property; (iv) to similarly accelerate the balance due under any other agreements between us; (v) to take immediate possession of the Equipment, and to lease or sell the Equipment or any portion thereof, upon such terms as we may elect, and to apply the net proceeds, less reasonable selling and administrative expenses, on account of your obligations hereunder; (vi) charge you interest on all monies due us from and after the date of default at the rate of one and one third percent (1-1/3%) per month until paid but in no event more than the maximum rate permitted by law; (vii) charge you to a place reasonably designated by us; (viii) to charge you for all the expenses incurred in connection with the enforcement of any of our remedies included herein; (ix) to charge you for all the expenses of collection, reasonable attorney's fees and court costs. When ever any payment is not made by you when due hereunder, you agree to pay us, not less than one month thereafter, an administrative charge to offset our collection expenses, an amount calculated at the rate of ten cents per one dollar for each day of delayed payment, or \$15 whichever is higher, but only to the extent permitted by law. Such amount shall be payable in addition to all amounts payable by you as a result of the exercise of any of the remedies provided herein. All our remedies are cumulative, are in addition to any other remedies provided for by law and do not preclude the exercise of any other remedy or remedy. No failure on our part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or to modify the terms of this Agreement. A waiver of default shall not be construed as a waiver of any other or subsequent default. We shall retain the sum set forth above as a security deposit for your performance of your obligations hereunder. Upon lawful termination of this Agreement Security Deposit. In the event of default, we may apply said Security Deposit to cure any default.

11. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN THIS AGREEMENT OR SUBLEASE THE EQUIPMENT. We may sell, assign or transfer this Agreement, without notice. You agree that if we sell, assign or transfer this Agreement, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the right of the new owner will not be subject to any claims, defenses, or set offs that you may have against us. In the event of sale, assignment or transfer, we agree to remain responsible for our obligations hereunder.

12. CONSENT TO JURISDICTION AND GOVERNING LAW: YOU CONSENT TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF NEW JERSEY WITH RESPECT TO ANY ACTION ARISING OUT OF THIS AGREEMENT OR THE EQUIPMENT. THIS MEANS THAT ANY LEGAL ACTION FILED AGAINST YOU MAY BE FILED IN NEW JERSEY AND THAT YOU MAY BE REQUIRED TO DEFEND AND LITIGATE ANY SUCH ACTION IN NEW JERSEY. You agree that service of process by certified mail, return receipt requested, shall be deemed the equivalent of personal service in any such action. However, nothing in this paragraph shall be construed to limit the jurisdictions in which suit may be filed by any party to this Agreement or the means of obtaining service of process in any such suit. This Agreement shall be governed by and construed according to the laws of the State of New Jersey. TO THE EXTENT PERMITTED BY LAW, YOU WAIVE TRIAL BY JURY IN ANY ACTION HEREUNDER. YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES GRANTED YOU BY SECTION 2A:508 THROUGH 2A:522 OF THE UNIFORM COMMERCIAL CODE.

13. CUSTOMER P.O.: You agree that any Purchase Order issued to us covering the rental of this Equipment, is issued for purposes of authorization and your normal use only, and none of its terms or conditions shall modify the terms of this Agreement. DIRECT AGREEMENT: This Agreement contains the entire arrangement between you and us and no modifications of this Agreement shall be effective unless in writing and signed by the parties.

LESSEE: X [Signature] TITLE: PRESIDENT DATE: 10/22/99
ACCEPTED: BY: Donna Mitchell TITLE: CREDIT MGR DATE: 11/8/99
LESSOR: DLG NATIONAL CORP 312/98

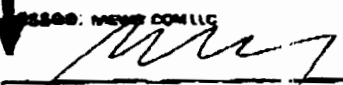
oct-21-99 11:17A dlc national corp  
DATE TIME

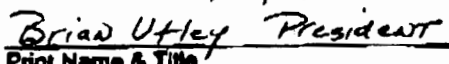
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P.03

### DELIVERY & ACCEPTANCE

- We (the leasing customer) certify that all equipment referred to in the Lease Agreement has been delivered and is fully installed.
- We also certify that we have inspected the equipment and that it is in good operating order and fit for our intended use.
- We unconditionally accept the equipment and acknowledge that it has not been accepted on a "trial" basis.
- We now request that the leasing company sign the lease and pay the equipment vendor.
- We understand the importance of this certification to the leasing company prior to paying the vendor and we understand we will be precluded from denying the truth of this certification in the future.

↓ See: NEW COM LLC  
  
 Signature: \_\_\_\_\_

Date: 10/21/99  
  
 Print Name & Title

### VERBAL VERIFICATION OF DELIVERY & ACCEPTANCE

Your acceptance of delivery will be verified by a phone audit within the next few days. Please list the phone numbers at which you may be reached during this time:

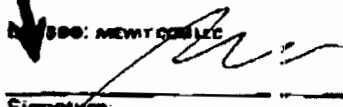
Office Phone: (561) 919-8899 Home Phone: \_\_\_\_\_  
 Mobile Phone: \_\_\_\_\_ Other Phone: \_\_\_\_\_

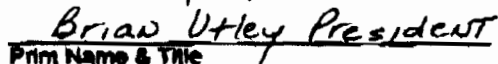
### AUTHORIZATION TO VERIFY WITH ANOTHER PARTY

In the event I am unable to give verbal verification of the delivered equipment I hereby authorize Martha Manteon (print name) to provide this verification in my place.

I understand the above noted individual's verification shall be legally binding, and I shall abide by his or her decision. Contact can be made at the following numbers:

Phone: (561) 999-8199 Alternate Phone: \_\_\_\_\_

↓ See: NEW COM LLC  
  
 Signature: \_\_\_\_\_

Date: 10/21/99  
  
 Print Name & Title

Oct-21-99 11:18A dlc national corp  
10-21-1999 10:34 NAME FILE 1011

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P-04

### SCHEDULE "A"

PAGE 1 of 1

This schedule is to be attached to and becomes part of Lease dated



QUANTITY	DESCRIPTION OF EQUIPMENT LEASE
3	Dell PIII 450k Gx/T + Base W/8mb Video Memory, Integrated Audio, 512k Cache, Integrated 10/100 Wwool Networking

Three (3) : Dell PIII 450K GX1p/T + Base W/8MB Video Memory, Integrated Audio, 512K Cache, Integrated 10/100 Wwool Networking, Serial #'s : 8BFEZ, 8BFHA, 8BFHI  
 Quietkey Spacesaver 104-Key keyboard, US, GX1p  
 PS2 Intellimouse  
 Open Manage Client, West, No Diskette  
 Reduced Documentation for G1/GX1p Systems  
 Documentation, Windows2000 Upgrade Flyer, English, Optiplex  
 128MB, ECC, SDRAM, 1 DIMM, 100Mhz, GX1p M/MT  
 Harmon kardon HK 195 Speakers for Dell Optiplex  
 17-40X CD-ROM, IDE, GX1p (M/MT)  
 Dell P780, 16.0" Viewable Image Size, Optiplex, G1/GX1, GX1p  
 3,5" 1.44MB Floppy Drive  
 13.6 GB EIDE Hard Drive, GX1/GX1p Midsize Desktop or Minitower, 7200 RPM  
 Windows NT, NTFS File System  
 NT4 Service Pack 4, Optiplex, English  
 Active Expansion Riser for GX1P/T Systems, 3 PII/2 Shared 2 ISA Wake up on Lan;  
 Windows 2000 Upgrade Informational SKU  
 MS Office Pro 2000, CD with Doc US English, OEM Package  
 MS Office Internet Explorer 5.0 for Office 2K Apps Only, US, English.

And any duplicate parts, extras, mechanisms and devices related thereto or used in connection therewith, now attached to or delivered with the designated equipment of that may at any time hereafter be obtained from the Lessor or be added thereto by or with the consent of the Lessor.

This schedule is hereby verified correct and undersigned Lessee acknowledges receipt of a copy.

LESSOR: DLC NATIONAL CORP

Lessee: INVIEWT.COM LLC

By: Donna Nicotola  
(Signature)

By: [Signature]  
(Signature)

DONNA NICOTOLA, CREDIT MGR.  
(Print Name and Title)

Brian Utley President  
(Print Name and Title)

### ADDENDUM TO EQUIPMENT LEASE AGREEMENT (CORRECTION FORM)

LESSOR: DLC NATIONAL CORP.  
12 W CHERRY STREET  
HICKSVILLE, NY 11801

LESSEE: VIEWIT.COM LLC  
2255 GLADES ROAD STE 337W  
BOCA RATON, FL 33431

EQUIPMENT: SEE SCHEDULE "A"

This Addendum shall amend the Lease Agreement ("Lease") by and between ("Lessor") DLC NATIONAL CORP. and the above Lessee ("Lessee") with reference to the above lease transaction. All terms and conditions of the Lease Agreement not inconsistent with this Addendum shall be and remain in full force and effect.

We hereby authorize you to correct the:

- Equipment Description
- Lessee Name and Equipment Location
- Terms
- Payment Amounts
- Payment Frequency
- Security Deposit

Other THE LESSEE'S TITLE ON THE DOCUMENTS

THE LEASE AGREEMENT AND ALL OTHER DOCUMENTS GIVEN IN CONJUNCTION THERWITH SHALL NOW READ:

**THE LESSEE'S TITLE SHALL NOW READ MANAGING MEMBER**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement and acknowledge receipt of a true copy hereof on the date(s) indicated below.

Lessor:  
DLC NATIONAL CORP.  
By: Donna Nicola  
(Signature)  
\_\_\_\_\_  
(Print name and title) \_\_\_\_\_ (Date)

Lessee:  
VIEWIT.COM, LLC  
By: [Signature]  
(Signature)  
BRIAN LITLEY, MEMBER  
(Print name and title) \_\_\_\_\_ (Date)

Witness \_\_\_\_\_

Witness \_\_\_\_\_

# ASSIGNMENT OF LEASE

Lessee: IVIEWIT.COM, LLC

Equipment Leased: (attach separate schedule if necessary):

Computer Equipment  
See Attached Schedule A

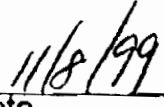
Lease Agreement Date: October 21, 1999

FOR VALUE RECEIVED, the undersigned ("Assignor") does hereby sell, assign and transfer to JDR Capital Corporation its successors and assign ("Assignee"), "Without Recourse", the annexed equipment lease agreement between Assignor, as Lessor, and the Lessee identified above, together with all of Assignor's right, title and interest in and to the equipment described therein, and all of Assignor's rights and remedies thereunder, including the right to collect any and all rental payments due and to become due thereon, and all monies due or to become due in connection with the exercise by the Lessee of any option, if any, to purchase the leased equipment, and further including the right in Assignee's name to take all proceedings, legal, equitable or other, that Assignor might take, save for this assignment.

THIS ASSIGNMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF A BROKER PROGRAM MASTER AGREEMENT OR OTHER MASTER AGREEMENT, BY AND BETWEEN ASSIGNOR AND ASSIGNEE, WHICH IS HEREBY INCORPORATED BY REFERENCE HEREIN.

Assignor: DLG NATIONAL CORP.

  
Signature

  
Date

Name and Title Donna Nicosia, Credit Mgr.

Oct-21-99 11:18A dl national corp  
10-21-1999 10:34

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P.05

### PURCHASE OPTION



DLC NATIONAL CORP, the Lessor named in a certain Equipment Lease dated with a monthly payment of \$230.10, does hereby grant to MEWIT.COM LLC, the Lessee named in said Lease, the option to purchase the equipment leased thereby, as a whole and not in part, and on an as-is where-is basis, at the end of the original or any renewal term of said Lease, provided that Lessee is not then in default under said Lease or any other agreement with Lessor.

This option may be exercised by Lessee only upon giving not less than thirty (30) nor more than sixty (60) days prior written notice to Lessor, and accompanied by the purchase option price of \$1.00.

Lessor: DLC NATIONAL CORP

By: Donna Niccillo  
(Signature)

By: [Signature]  
(Signature)



BRIAN UTLEY

Lessee: MEWIT.COM LLC



**Depreciation Calculation**  
**iviewit.com Inc.**  
**December 31, 1999**

**Leased Equipment**

MACRS Mid-Qtr Convention (5%)

Month	Assets Purchased (\$)	% in Current Yr	Depreciation
September	\$ -		
October	6,527.02		
November	-		
December	-		
<b>Total</b>	<b>\$ 6,527.02</b>	<b>5%</b>	<b>\$ 326.35</b>

**Computer & Other Equipment**

MACRS Mid-Qtr Convention (5%)

Month	Assets Purchased (\$)	% in Current Yr	Depreciation
September	\$ 16,547.69		
October	43,828.94		
November	3,019.53		
December	10,417.37		
<b>Total</b>	<b>\$ 73,813.53</b>	<b>5%</b>	<b>\$ 3,690.68</b>

**Furniture & Fixtures**

MACRS Mid-Qtr Convention (3.57%)

Month	Assets Purchased (\$)	% in Current Yr	Depreciation
September	\$ -		
October	617.99		
November	-		
December	-		
<b>Total</b>	<b>\$ 617.99</b>	<b>3.57%</b>	<b>\$ 22.06</b>

**TOTAL** **\$ 80,958.54** **\$ 4,039.09**

**NET TOTAL** **\$ 76,919.45**

03/24/2000 Page 1

Computer Equip. (249.33)

Compound Period ..... Monthly

Nominal Annual Rate ... : 23.354 %  
 Effective Annual Rate ... : 26.023 %  
 Periodic Rate ..... : 1.9461 %  
 Daily Rate ..... : 0.06398 %

## CASH FLOW DATA

Event	Start Date	Amount	Number	Period	End Date
1 Loan	10/15/1999	6,527.02	1		
2 Payment	10/15/1999	243.91	1		
3 Payment	11/15/1999	249.33	34	Monthly	08/15/2002
4 Payment	09/15/2002	243.91	1		

## AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 10/15/1999				6,527.02
1 10/15/1999	243.91	0.00	243.91	6,283.11
2 11/15/1999	249.33	122.28	127.05	6,156.06
3 12/15/1999	249.33	119.81	129.52	6,026.54
1999 Totals	742.57	242.09	500.48	
4 01/15/2000	249.33	117.29	132.04	5,894.50
5 02/15/2000	249.33	114.72	134.61	5,759.89
6 03/15/2000	249.33	112.10	137.23	5,622.66
7 04/15/2000	249.33	109.43	139.90	5,482.76
8 05/15/2000	249.33	106.70	142.63	5,340.13
9 06/15/2000	249.33	103.93	145.40	5,194.73
10 07/15/2000	249.33	101.10	148.23	5,046.50
11 08/15/2000	249.33	98.21	151.12	4,895.38
12 09/15/2000	249.33	95.27	154.06	4,741.32
13 10/15/2000	249.33	92.27	157.06	4,584.26
14 11/15/2000	249.33	89.22	160.11	4,424.15
15 12/15/2000	249.33	86.10	163.23	4,260.92
2000 Totals	2,991.96	1,226.34	1,765.62	
16 01/15/2001	249.33	82.92	166.41	4,094.51
17 02/15/2001	249.33	79.69	169.64	3,924.87
18 03/15/2001	249.33	76.38	172.95	3,751.92
19 04/15/2001	249.33	73.02	176.31	3,575.61
20 05/15/2001	249.33	69.59	179.74	3,395.87
21 06/15/2001	249.33	66.09	183.24	3,212.63
22 07/15/2001	249.33	62.52	186.81	3,025.82
23 08/15/2001	249.33	58.89	190.44	2,835.38
24 09/15/2001	249.33	55.18	194.15	2,641.23
25 10/15/2001	249.33	51.40	197.93	2,443.30
26 11/15/2001	249.33	47.55	201.78	2,241.52

03/24/2000 Page 2

Computer Equip. (249.33)

Date	Payment	Interest	Principal	Balance
27 12/15/2001	249.33	43.62	205.71	2,035.81
2001 Totals	2,991.96	766.85	2,225.11	
28 01/15/2002	249.33	39.62	209.71	1,826.10
29 02/15/2002	249.33	35.54	213.79	1,612.31
30 03/15/2002	249.33	31.38	217.95	1,394.36
31 04/15/2002	249.33	27.14	222.19	1,172.17
32 05/15/2002	249.33	22.81	226.52	945.65
33 06/15/2002	249.33	18.40	230.93	714.72
34 07/15/2002	249.33	13.91	235.42	479.30
35 08/15/2002	249.33	9.33	240.00	239.30
36 09/15/2002	243.91	4.61	239.30	0.00
2002 Totals	2,238.55	202.74	2,035.81	
Grand Totals	8,965.04	2,438.02	6,527.02	

03/25/00

**iviewit.com, Inc.**  
**Transactions by Account**  
**As of December 31, 1999**

Type	Date	Num	Name	Memo	Split	Amount	Balance	
<b>1520 - Leased Equipment</b>							0.00	
<b>1521 - Leased Equipment</b>							0.00	
General Journal	10/15/1999			To record leased equipment purchase	2650 - Capital Lease Payable	6,527.02	8,527.02	
Check	12/10/1999	1221	JDR Capital Corp	VOID:	1010 - Checking LLC - First U...	0.00	6,527.02	
Total 1521 - Leased Equipment							<u>6,527.02</u>	<u>6,527.02</u>
Total 1520 - Leased Equipment							<u>6,527.02</u>	<u>6,527.02</u>
<b>TOTAL</b>							<u><b>6,527.02</b></u>	<u><b>6,527.02</b></u>

**iviewit.com, Inc.**  
**Transactions by Account**

As of December 31, 1999

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>1510 - Computer &amp; Other Equip</b>							0.00
<b>1511 - Computer &amp; Other Equip.</b>							0.00
General Journal	9/30/1999			Exp reimb (Si)-Dell Computer 6/7/99	3000 · Openi...	782.28	782.28
Bill	9/30/1999		AMEX	Dell Comp. 8/11/99	2000 · Accou...	2,499.48	3,281.76
General Journal	9/30/1999			Exp reimb (Si)-Dell Computer	3000 · Openi...	7,946.50	11,228.26
General Journal	9/30/1999			Exp reimb (Brian)-Tabloid scanner, UMAX Mirage II	3000 · Openi...	1,725.00	12,953.26
General Journal	9/30/1999			Exp reimb (Si)-Dell Comp.5/3/99	3000 · Openi...	3,372.60	16,325.86
General Journal	9/30/1999			Exp reimb(Candice)-HP Scan Jet 8/15/99	3000 · Openi...	529.97	18,855.83
General Journal	9/30/1999			Exp reimb(Candice)-Dell Comp.s8/3/98	3000 · Openi...	3,064.46	19,920.29
General Journal	9/30/1999			Exp reimb(Si)-Dell Comp.s 4/30/99	3000 · Openi...	4,573.80	24,494.19
Check	10/4/1999	1038	Confax Communications	Telephone System	1010 · Check...	7,500.00	31,994.19
Check	10/12/1999	1066	Danny Eber	Used Dell Computer	1010 · Check...	1,500.00	33,494.19
Check	10/15/1999	1076	DCL National	VOID: DELL Computers	1010 · Check...	0.00	33,494.19
Check	10/19/1999	1080	Confax Communications	Telephone System - remaining pmt	1010 · Check...	8,394.70	41,888.89
Check	10/20/1999	1085	Comp USA	SONY laptop	1010 · Check...	2,766.56	44,655.45
Check	10/20/1999	1086	DELL	Computers & Stations	1010 · Check...	23,667.68	68,323.13
Bill	11/1/1999		AMEX	PC Connection	2000 · Accou...	1,131.08	69,454.21
Bill	11/4/1999		Diversified Distributors Intl....	Laser Printer	2000 · Accou...	978.00	70,432.21
Check	11/9/1999	1144	E. Bernstein	Exp. reimb.network card	1010 · Check...	910.45	71,342.66
Bill	12/17/1999		Brian Utley	Video Equip-Digital Imaging System	2000 · Accou...	10,417.37	81,760.03
General Journal	12/31/1999			To correct double counting computer purchase	2199 · Deferr...	-7,946.50	73,813.53
Total 1511 - Computer & Other Equip.						73,813.53	73,813.53
Total 1510 - Computer & Other Equip						73,813.53	73,813.53
<b>TOTAL</b>						<b>73,813.53</b>	<b>73,813.53</b>

03/22/00

iviewit.com, Inc.  
**Account QuickReport**  
As of December 31, 1999

Type	Date	Num	Name	Memo	Split	Amount	Balance
1530 · Furniture & Fixtures							0.00
1531 · Furniture & Fixtures							0.00
Bill	10/21/1999		Brian Utley	Refrigerator	2000 · Accounts Payable	617.99	617.99
Total 1531 · Furniture & Fixtures						617.99	617.99
Total 1530 · Furniture & Fixtures						617.99	617.99
<b>TOTAL</b>						<b>617.99</b>	<b>617.99</b>

**Accrued Interest Expense  
iviewit.com Inc.  
December 31, 1999**

<u>Name</u>	<u>Date of Check</u>	<u>Amount of Loan</u>	<u>Days Outstanding</u>	<u>Per Diem Amount</u>	<u>Interest Accrual</u>
Armstrong, James	6/22/1999	\$ 15,000.00	193	2.877	\$ 555.26
Bernstein, Simon	8/17/1999	30,000.00	137	5.753	788.16
Dietz, Andrew	6/18/1999	15,000.00	197	2.877	566.77
Dietz, Donna	10/18/1999	15,000.00	75	2.877	215.78
Friedstein, Lisa	8/6/1999	15,000.00	148	2.877	425.80
Iantoni, Guy	7/23/1999	11,790.00	162	2.261	366.28
Iantoni, Guy	10/4/1999	3,210.00	89	0.616	54.82
Iantoni, Jill	5/21/1999	10,000.00	225	1.918	431.55
Iantoni, Jill	10/4/1999	5,000.00	89	0.959	85.35
Kane, Donald G. II	7/28/1999	22,500.00	157	4.315	677.46
Lewin, Barbara	6/1/1999	15,000.00	214	2.877	615.68
Lewin, Gerald	8/18/1999	15,000.00	136	2.877	391.27
Osterling, Jim	12/27/1999	15,000.00	5	2.877	14.39
<b>Total Interest Bearing Loans Payable</b>		<b><u><u>\$ 187,500.00</u></u></b>			
<b>Total Accrued Interest Exp.</b>					<b><u><u>\$ 5,188.56</u></u></b>

**Accrued Salaries  
iviewit.com Inc.  
December 31, 1999**

<u>Employee</u>	<u>Period</u>	<u>Gross Accrual</u>
Martha Mantecon	12/15 - 12/31/99	\$ 1,541.67
Jennifer Kluge	12/15 - 12/31/99	1,041.67
		<hr/>
<b>Total</b>		<b><u><u>\$ 2,583.34</u></u></b>





**iviewit.com, Inc.**  
**Account QuickReport**  
**As of March 27, 2000**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill Pmt ---	1/25/2000	1348	UPS	Charges for 1/1/00 -1/7/00	2000 · Account...	-24.25	23,688.95
Bill Pmt ---	1/25/2000	1349	PitneyWorks		2000 · Account...	-50.73	23,638.22
Bill Pmt ---	1/25/2000	1351	FedEx		2000 · Account...	-98.00	23,540.22
Check	1/25/2000	1352	Compu Mark	SCSI Cable	6156 · Comput...	-37.10	23,503.12
Check	1/25/2000	1353	E. Bernstein		-SPLIT-	-483.41	23,019.71
Check	1/25/2000	1354	E. Bernstein		-SPLIT-	-1,805.57	21,214.14
Check	1/25/2000	1355	Zakirul Shirajee	Exp reimb-2x 3Com Network Card	6156 · Comput...	-148.34	21,065.80
Check	1/25/2000	1356	Jim Armstrong		-SPLIT-	-2,980.34	18,085.46
Transfer	1/25/2000			repayment from si	3300 · Suspense	2,100.00	20,185.46
Bill Pmt ---	1/25/2000	1350	GlobalCom	Telephone - Long Distance	2000 · Account...	-64.70	20,120.76
Bill Pmt ---	1/26/2000	1357	Real 3D Inc.	Tech. exp -Invoice 01151	2000 · Account...	-20,000.00	120.76
Check	1/26/2000	1358	Microsmat	Pentium System	1511 · Comput...	-905.24	-784.48
Transfer	1/26/2000			J. Freidstein wire transfer	2500 · Notes P...	15,000.00	14,215.52
Paycheck	2/1/2000	1339	Martha Mantecon		-SPLIT-	-1,250.72	12,964.80
Check	2/1/2000	1359	Headway Technology Resour...	VOID: Technical Support-Interna...	5111 · Sub-con...	0.00	12,964.80
Check	2/1/2000	1360	Headway Technology Resour...	Technical Support-Internal comp...	5111 · Sub-con...	-85.00	12,879.80
Check	2/3/2000	1361	Headway Technology Resour...	VOID: Technical Support-Interna...	5111 · Sub-con...	0.00	12,879.80
Check	2/3/2000	1362	Christian Fontenot	Dazzle card	6156 · Comput...	-125.50	12,754.30
Paycheck	2/4/2000	1363	Martha Mantecon		-SPLIT-	-1,250.72	11,503.58
Paycheck	2/4/2000	1364	Jennifer A Kluge		-SPLIT-	-856.99	10,646.59
Check	2/4/2000	1365	Headway Technology Resour...	Technical Support-Internal comp...	5111 · Sub-con...	-607.50	10,039.09
Bill Pmt ---	2/7/2000	1367	United Health Care	Feb. Health Insurance	2000 · Account...	-1,724.58	8,314.51
Check	2/7/2000	1368	Office Depot	Ethernet cables	6156 · Comput...	-34.95	8,279.56
Check	2/7/2000	1369	Office Depot	Network cables	6156 · Comput...	-25.41	8,254.15
Check	2/8/2000	1370	Boca Cafe	food for office meeting	6081 · Promotion	-15.40	8,238.75
Bill Pmt ---	2/9/2000	1371	AT&T Wireless	Dec. charges for 5 cellular phones	2000 · Account...	-1,060.80	7,177.95
Bill Pmt ---	2/9/2000	1372	Geico		2000 · Account...	-82.30	7,095.65
Bill Pmt ---	2/9/2000	1373	Hewlett Packard		2000 · Account...	-95.20	7,000.45
Bill Pmt ---	2/9/2000	1374	J. Rosario	Services for 1/18-1/31/00 (52 hrs...	2000 · Account...	-1,248.00	5,752.45
Bill Pmt ---	2/9/2000	1375	JDR Capital Corp	Computer Equipment Lease (DLC)	2000 · Account...	-249.33	5,503.12
Bill Pmt ---	2/9/2000	1376	Media Workshop	#24557, Beta to SVHS conversion	2000 · Account...	-42.40	5,460.72
Bill Pmt ---	2/9/2000	1377	Personal Limousine Service ...	Misc. drop offs & pick ups	2000 · Account...	-552.50	4,908.22
Bill Pmt ---	2/9/2000	1378	Teligent	Dec. & Jan. phone & DSL bill	2000 · Account...	-2,148.15	2,760.07
Bill Pmt ---	2/9/2000	1379	Zakirul Shirajee	Services for 1/15-1/31/00 (84.5 h...	2000 · Account...	-2,028.00	732.07
Bill Pmt ---	2/9/2000	1380	BDS Courier		2000 · Account...	-114.50	617.57
Bill Pmt ---	2/11/2000	1384	Real 3D Inc.	Tech. exp -Invoice 01151	2000 · Account...	-9,824.79	-9,207.22
Deposit	2/11/2000				-SPLIT-	40,000.00	30,792.78
Check	2/11/2000	1382	Jennifer A Kluge		-SPLIT-	-20.99	30,771.79
Check	2/11/2000	1383	Zakirul Shirajee	9"TV	6156 · Comput...	-136.61	30,635.18
Check	2/11/2000	1381	Eliot Bernstein	loan against def. salaries	2199 · Deferred...	-2,000.00	28,635.18
Check	2/14/2000	1385	Headway Technology Resour...	Technical Support-Internal comp...	5111 · Sub-con...	-2,587.50	26,047.68
Check	2/14/2000	1389	Arthur J. Gallagher & Co.	down pmt for insurance	6257 · Director...	-2,106.00	23,941.68
Check	2/14/2000	1390	Zakirul Shirajee	consulting fee	5111 · Sub-con...	-1,000.00	22,941.68
Check	2/14/2000	1391	Jude Rosario	consulting fee	5111 · Sub-con...	-1,000.00	21,941.68
Bill Pmt ---	2/15/2000	1386	Boca Raton Office Supply		2000 · Account...	-453.30	21,488.38
Bill Pmt ---	2/15/2000	1387	Comphax Communications	Invoice #11998 - Moves, addition...	2000 · Account...	-85.00	21,403.38
Bill Pmt ---	2/15/2000	1388	Transamerica Life Insurance	Dec.'s Balance & Jan 28th premi...	2000 · Account...	-1,155.10	20,248.28
Check	2/15/2000	1394	E. Bernstein		2199 · Deferred...	-2,000.00	18,248.28
Check	2/15/2000	1395	Express Frame Service	Frames-Offer Wittelson	1531 · Furnitur...	-935.00	17,313.28
Check	2/15/2000	1396	Express Frame Service	Frames-to be reimbursed by Si	1531 · Furnitur...	-105.00	17,208.28
Check	2/16/2000	1397	Boca Cafe	food for office meeting	6081 · Promotion	-30.98	17,177.30
Bill Pmt ---	2/17/2000	1398	Bank of America		2000 · Account...	-14,561.14	2,616.16
Bill Pmt ---	2/17/2000	1399	Real 3D Inc.	Tech. exp -Invoice 01178	2000 · Account...	-30,000.00	-27,383.84
Transfer	2/17/2000			N/P - Don Kane	2500 · Notes P...	100,000.00	72,616.16
Check	2/17/2000	1400	Wollenweber, Thomas	Dazzle Card	6156 · Comput...	-86.01	72,530.15
Check	2/17/2000	1401	High-Tech Productions	tape conversion	5120 · Video S...	-15.63	72,514.52
Bill Pmt ---	2/17/2000	1403	Republic Security Bank	Feb. - Auto payment	2000 · Account...	-265.34	72,249.18
Paycheck	2/18/2000	1392	Jennifer A Kluge		-SPLIT-	-856.98	71,392.20
Paycheck	2/18/2000	1393	Martha Mantecon		-SPLIT-	-1,250.73	70,141.47
Check	2/18/2000	1402	DDC Environmental	VOID: plants	6157 · Office S...	0.00	70,141.47
Check	2/21/2000	1404	Headway Technology Resour...	Technical Support-Internal comp...	5111 · Sub-con...	-3,195.00	66,946.47
Check	2/22/2000	1405	STP Enterprises	Candice's life insurance	2199 · Deferred...	-200.82	66,745.65
Bill Pmt ---	2/22/2000	1406	America's Capital Partners		2000 · Account...	-351.43	66,394.22
Check	2/22/2000	1407	J. Rosario	Exp reimb	5111 · Sub-con...	-624.00	65,770.22
Check	2/22/2000	1408	Zakirul Shirajee		5111 · Sub-con...	-1,746.00	64,024.22
Check	2/22/2000	1409	Comp USA	VOID:	6156 · Comput...	0.00	64,024.22
Check	2/23/2000	1410	E. Bernstein		2199 · Deferred...	-2,000.00	62,024.22
Transfer	2/23/2000			Note - Sal Gorge	2500 · Notes P...	25,000.00	87,024.22
Transfer	2/23/2000			Note - Nancy O'Kuhn	2500 · Notes P...	25,000.00	112,024.22
Check	2/28/2000	1413	Jim Armstrong	VOID: payroll	6561 · Wages	0.00	112,024.22
Paycheck	2/28/2000	1414	Guy T Iantoni		-SPLIT-	-16,610.58	95,413.64
Paycheck	2/28/2000	1415	Jill B Iantoni		-SPLIT-	-16,386.58	79,027.06
Paycheck	2/28/2000	1416	Erika R Lewin		-SPLIT-	-8,680.42	70,346.64
Paycheck	2/28/2000	1417	Brian G Utley		-SPLIT-	-18,200.00	52,146.64
Paycheck	2/28/2000	1418	Jim Armstrong		-SPLIT-	-15,549.80	36,596.84
Transfer	2/28/2000			Loan from iviewit holdings, inc.	2500 · Notes P...	975,000.00	1,011,596.84
Bill Pmt ---	2/28/2000	1419	Real 3D Inc.		2000 · Account...	-56,215.70	955,381.14
Bill Pmt ---	2/28/2000	1421	Brian Utley		2000 · Account...	-26,649.10	928,732.04



INVOICE NUMBER 100001160204

GROUP 160204

INVOICE DATE 12/11/00

PAYMENT DUE 01/01/2000

BILLING PERIOD 01/01/00-01/31/00

DESCRIPTION	AMOUNT	ADJUSTMENTS	TOTAL	AMOUNT PAID	AMOUNT DUE
TOTALS ***	1,724.53		2,235.28		2,235.28
		* AMOUNT DUE *			2,235.28

800 804-3566

PLEASE NOTE THAT PAYMENT IS DUE BY THE FIRST OF THE MONTH. IF PAYMENT IS NOT RECEIVED BY THE END OF THE GRACE PERIOD, YOUR COVERAGE WILL BE TERMINATED.

**P A I D**  
 1/4/00  
 \$1280

\*PLEASE RETURN THIS ENTIRE PAGE WITH YOUR PAYMENT\*

FOLD THIS PAGE SO THE ADDRESS BELOW APPEARS IN THE RETURN ENVELOPE PROVIDED

MASTER GROUP 160204

GROUP: 97171

NAME: IVIEWIT.COM LLC

SEND PAYMENT TO:

UNITED HEALTHCARE OF FLORIDA  
 PO BOX 861848  
 ORLANDO, FL 32886-1848

PAYMENT DUE	01/01/2000
AMOUNT DUE	\$2,235.28
AMOUNT PAID	



UNITEDhealthcare™

UNITED HEALTHCARE OF FLORIDA  
PO BOX 945230  
MAITLAND, FL 32794-5230

INVOICE

L0001 60998

Page: 00002

VIEWIT.COM LLC  
ATTN: ERICK LEWIN  
2255 GLADES RD STE 337 W  
BOCA RATON, FL 33431

INVOICE NUMBER	100001160204
----------------	--------------

MASTER GROUP	160204
GROUP	97171
INVOICE DATE	12/11/1999
PAYMENT DUE	01/01/2000
BILLING PERIOD	01/01/00-01/31/00

**IMPORTANT NOTE:** The rates listed on this statement are based, in part, on the age and/or gender of each covered employee and spouse (where applicable), and are provided solely for UNITED HEALTHCARE OF FLORIDA billing purposes.

You are solely responsible for establishing the contribution practices for your employees. Federal, State, and local laws may prohibit an employer from charging different contribution amounts based on an employee's gender or other protected class status.

# CURF-NT PREMIUM DETAIL

UNITEDhealthcare™

J0999  
PAGE: 3

MASTER GROUP 160204  
GROUP NUMBER: 97171  
INVOICE NUMBER: 100001160204  
BILLING PERIOD: 01/01/00 - 01/31/00

VIEWIT.COM LLC

SUBSCRIBER NAME	SUBSCRIBER NUMBER	RTE CDE	FA SZ	MEDICAL	TOTAL AMOUNT	RSN	ADJ-RANGE
IANTONI GUY T	328583139	01	1	117.85	117.85		
IANTONI JILL B	334680159	01	1	255.35	255.35		
KLUGE JENNIFER A	265690755	01	1	255.35	255.35		
LEWIN ERIKA R	386780514	01	1	255.35	255.35		
MANTECON MARTHA	265779070	01	1	255.35	255.35		
BERNSTEIN ELIOT	361622566	04	4	585.33	585.33		ADJ
GROUP 97171	TOTAL			1724.58	1724.58		

\*\*\* ALL CHARGES/CREDITS TAKEN FOR ADDS/TERMS/CLASS CODE CHANGES ARE SUBJECT TO THE RETROACTIVE POLICY AS STATED IN YOUR CONTRACT

MASTER GROUP 160204 INVOICE NUMBER: 100001160204  
 GROUP NUMBER: 97171 BILLING PERIOD: 01/01/00 - 01/31/00  
 IVIEWIT.COM LLC

SUBSCRIBER NAME	SUBSCRIBER NUMBER	RTE CDE	FA SZ	MEDICAL	TOTAL AMOUNT	RSN	ADJ-RANGE
IANTONI JILL B	334680159	01		510.70	510.70	ADD	11/01-12/31
GROUP 97171	TOTAL			510.70	510.70		



**BILLING SUMMARY**

MASTER GROUP 160204  
INVOICE NUMBER: 100001160204  
BILLING PERIOD: 01/01/00 - 01/31/00

IVIEWIT.COM LLC

SUMMARY TOTALS	RTE CDE	CURRENT RATE	MEDICAL	TOTAL
SUBSCRIBERS	001 004		5 1	
SUBSCRIBER TOTALS			6	
MEMBERS	001 004		5 4	
MEMBER TOTALS			9	
PREMIUMS	001 004		1139.25 585.33	1139.25 585.33
PREMIUM TOTALS			1724.58	1724.58
ADJUSTMENTS	001 004		510.70	510.70 0.00
ADJUSTMENT TOTALS			510.70	510.70
GROUP 97171 TOTALS			2235.28	2235.28
MASTER GROUP 160204 TOTALS				2235.28



Zak Dec 10 - Dec 23, 1999 Week

12/28/99

WeekID	Duration	Date	Day	Time	Notes
-29	Dec 24, 1999 to				
28	Dec 10, 1999 to Dec 23, 1999				
65	Friday	12/10/99		9:15 PM - 12:30 PM	
66	Saturday	12/11/99		12:30 PM - 6:00 PM	
67	Sunday	12/12/99		1:00 PM - 1:00 AM	
68	Saturday	12/18/99		1:30 PM - 6:30 PM	
69	Sunday	12/19/99		1:30 PM - 4:30 PM	
70	Monday	12/20/99		10:15 AM - 6:30 PM	
71	Tuesday	12/21/99		9:00 AM - 2:30 PM / 4:00 PM - 6:00 PM	
72	Wednesday	12/22/99		9:45 AM - 4:30 PM	
73	Thursday	12/23/99		9:15 AM - 4:00 PM	
27	Nov 26, 1999 to Dec 9, 1999				
-26	Nov 12, 1999 to Nov 25, 1999				
-25	Oct 29, 1999 to Nov 11, 1999				
24	Oct 15, 1999 to Oct 28, 1999				
23	Oct 01, 1999 to Oct 14, 1999				
22	Sep 15, 1999 to Sep 31, 1999				

Total 58 Hours

$90.25 \times 24 = 2,166$

**PAID**  
 1/6/00  
 #1285

2 ak

Dec 29 - Dec 31, 1999

Week

1/3/00

WeekID	Duration	Notes
	<del>29 Dec 24, 1999 to Dec 31, 1999</del>	
	<del>28 Dec 10, 1999 to Dec 23, 1999</del>	
	<del>27 Nov 26, 1999 to Dec 9, 1999</del>	
	<del>26 Nov 12, 1999 to Nov 25, 1999</del>	
	<del>25 Oct 29, 1999 to Nov 11, 1999</del>	
	<del>24 Oct 15, 1999 to Oct 28, 1999</del>	
	<del>23 Oct 01, 1999 to Oct 14, 1999</del>	
	<del>22 Sep 15, 1999 to Sep 31, 1999</del>	

ID	Day	Date	Time
74	Monday	12/27/99	9:15 AM to 5:00 PM
75	Tuesday	12/28/99	9:00 AM to 2:15 PM / 3:00 PM to 7:00 PM
76	Wednesday	12/29/99	9:15 AM to 1:30 PM / 2:30 PM to 8:30 PM
77	Thursday	12/30/99	9:30 AM - 12:00 PM / 3:00 PM - 5:30 PM



Total 32 1/4 Hrs



# Platinum Card® Statement of Account

Prepared For  
 GERALD R LEWIN

Closing Date Account Number  
 January 8, 2000 3713-858362-32005

Previous Card Balance \$	Card Payments/Credits \$	New Card Charges \$	New Card Balance \$
3,067.30	-3,067.30	11,487.38	<b>11,487.38</b>

\* Indicates posting date.

Terms - Payable in full upon receipt of statement.

Please refer to page 7 for important information regarding your account

## Card Transactions for GERALD R LEWIN

Card 3713-858362-32005	Amount \$
<b>December 19, 1999*</b> PAYMENT RECEIVED - THANK YOU	-330.50
<b>December 19, 1999*</b> PAYMENT RECEIVED - THANK YOU	-2,736.80
<b>December 7, 1999</b> DELTA AIR LINES CINNCINATI OH From: FORT LAUDERDALE FL To: LAGUARDIA INTL A/P Carrier: DL Class: LR Ticket Number: 00621982244715 Date of Departure: 12/08 Passenger Name: JOAO/RAY Document Type: ADDITIONAL COLLECTION	75.00
<b>December 8, 1999</b> UNCLE TAI'S BOCA RATON FL FOOD AND BEVERAGE TIP \$12.00 Reference: 000275642	71.10
<b>December 9, 1999</b> GOURMET DINER BOCA RATON FL RESTAURANT FOOD/BEV 32.00 WAITER 6.00 Reference: 001790021	38.00
<b>December 10, 1999</b> BASKET OF JOY INC BOCA RATON FL 5734/04-GIFT ITEMS Reference: 53114001	56.26

*VIEW IT*

**PAID** - See last pg for details  
 1/18/00  
 #1329

↓ Please fold on the perforation below, detach and return with your payment ↓

Continued on reverse →

### Payment Coupon

Account Number  
 3713-858362-32005

Please Pay By:  
 January 24, 2000

Total Amount Due  
**\$11,487.38**

Please enter account number on all checks and correspondence. Payable in U.S. Dollars upon receipt with a check drawn on a bank in the U.S. or money order, processable through the U.S. banking system.



GERALD R LEWIN  
 GOLDSTEIN LEWIN & CO  
 1900 CORP BLVD NW  
 E-300 BOCA RATON FL 33431

Mail Payment to:

AMERICAN EXPRESS  
 P.O. BOX 530001  
 ATLANTA GA 30353-0001

Check here if address or telephone number has changed. Note changes on reverse side.

08315 R05A2P4B 02341 0020Z. (23456)



Transactions Continued

	Amount \$	
<b>December 11, 1999</b> CHEESECAKE FACTORY 611 BOCA RATON FL FOOD AND BEVERAGE TIP \$5.00 Reference: 000000135	53.12	VIEW IT
<b>December 13, 1999</b> COMTRAD INDUSTRIES 8009922966 VA MARKETING/ADVERTISING Reference: 034804644	75.90	VIEW IT
<b>December 15, 1999</b> REBILLING OF OUR PREV. ISSUED CREDIT	469.00	VIEW IT
<b>December 17, 1999</b> GREGORYS TOYS OF ENCENCINO CA HOBBY/TOY/GAME SHOP Reference: 071568033	164.68	VIEW IT
<b>December 17, 1999</b> M FREDRIC KIDS ENCINENCINO CA WOMEN'S READY-TO-WEAR Reference: 84015416	162.38	VIEW IT
<b>December 17, 1999</b> CALIF PIZZA KITCHN ENCINO CA FOOD/BEVERAGE FOOD/BEV 53.70 TIP 10.00 Reference: 035385634	63.70	VIEW IT
<b>December 22, 1999</b> COCONUT CREEK FLOWERCOCONUT CREEK FL FLORIST Reference: 357199153	57.19	VIEW IT
<b>December 22, 1999</b> COCONUT CREEK FLOWERCOCONUT CREEK FL FLORIST Reference: 357199153	57.19	VIEW IT
<b>December 23, 1999</b> PENINSULA BEVERLY HIBEVERLY HILLS CA Arrival Date Departure Date No of Nights 12/18/99 12/22/99 4 LODGING Reference: 001160651	2,809.65	VIEW IT
<b>December 24, 1999</b> PC CONNECTION 800-800-0011 NH 97213 SOFTWARE Reference: 23410053S Roc Number: 0040560964	389.90	VIEW IT

Continued on next page

Change of Address  
If correct on front  
do not use

Name	
Company Name	
Street Address	
City - State	
Zip Code	
Area Code and Home Phone Number	
Area Code and Work Phone Number	



Cards

Prepared For  
GERALD R LEWIN

Account Number  
3713-858362-32005

Page 3 of 10

Closing Date  
January 8, 2000

Transactions Continued

Amount \$

December 26, 1999

BREWZZI BOCA RATON FL  
RESTAURANT  
FOOD-BEV 50.45  
WAITER 10.00

Reference: 14486659

60.45

VIEWIT

December 27, 1999

THE BOARD ROOM BOCA RATON FL  
FOOD/BEVERAGE  
FOOD 41.61  
TIP 8.00

Reference: 012978856

49.61

VIEWIT

December 28, 1999

RADIO SHACK BOCA RATON FL  
33431

Reference: 000634530 Rec Number: 634530

73.05

VIEWIT

December 28, 1999

MARKS ON THE PARK BOCA RATON FL  
FOOD/BEVERAGE  
FOOD/BEV 4.29  
WAITER 1.00

Reference: 001676897

5.29

VIEWIT

December 29, 1999

CARMINE'S OCEAN GRILW PALM BEACH FL  
FOOD/BEVERAGE  
FOOD/BEV 296.68  
WAITER 50.00

Reference: 001640081

346.68

VIEWIT

January 3, 2000

EXXON COMPANY USA BOCA RATON FL  
FUEL/MISC 7596317466

Reference: EXXON Rec Number: 050634

31.68

4500.05  
+ 469.00

January 5, 2000

BASKET OF JOY INC BOCA RATON FL  
5734/04-GIFT ITEMS

Reference: 63114008

49.90

4969.05

January 7, 2000

CRAIG'S AN AMERICAN WEST PALM BEACH FL  
RESTAURANT  
FOOD/BEV 62.54  
TIP 10.00

Reference: 024010807

72.54

pd (469.05)  
4500.05

Activity for GERALD R LEWIN

New Charges 5,232.27  
Payments/Credits -3,067.30

Card Transactions for BARBARA S LEWIN

Card 3713-858362-31031

December 8, 1999

JACOBSON STORES INC. BOCA RATON FL  
GIFTS-HOME

Reference: 007204102 Rec Number: 0072041020

126.14

December 9, 1999

OTM ADVISORS BOCA RAT FL  
MOBIL OIL  
GAS OR OTHER QJ03097

Reference: 00R QJ03097

26.50

December 10, 1999

TGI FRIDAY'S #1515 BOCA RATON FL  
FOOD-BEV  
FOOD-BEV 17.15  
TIP 3.50

Reference: 034401190

20.65

08316 ROSA2P48 02341

Continued on reverse

LK (Jan 1 thru 15)

Week

1/18/00

WeekID	Duration	Notes	
30 Jan 1, 2000 to Jan 15, 2000			
ID	Day	Date	Time
78	Monday	1/3/00	9:30 AM - 1:30 PM / 2:30 PM - 8:00 PM
79	Tuesday	1/4/00	12:00 PM - 11:00 PM
80	Wednesday	1/5/00	11:00 AM - 1:00 PM / 3:00 PM - 9:00 PM
81	Thursday	1/6/00	9:30 AM - 2:30 PM / 5:00 PM - 9:00 PM
82	Friday	1/7/00	9:30 AM - 2:00 PM / 3:00 PM - 8:00 PM
83	Monday	1/10/00	9:30 AM - 1:30 PM / 2:15 PM - 7:30 PM
84	Tuesday	1/11/00	9:30 AM - 2:15 PM / 3:00 PM - 7:00 PM
85	Thursday	1/13/00	9:30 AM - 2:00 PM / 2:45 PM - 7:30 PM
86	Friday	1/14/00	9:30 AM - 1:30 PM / 2:15 PM - 5:30 PM
87	Saturday	1/15/00	12:30 PM - 4:30 PM
29	Dec 24, 1999	to Dec 31, 1999	
28	Dec 10, 1999	to Dec 23, 1999	
27	Nov 26, 1999	to Dec 9, 1999	
26	Nov 12, 1999	to Nov 25, 1999	
25	Oct 29, 1999	to Nov 11, 1999	
24	Oct 15, 1999	to Oct 28, 1999	
23	Oct 01, 1999	to Oct 14, 1999	
22	Sep 15, 1999	to Sep 31, 1999	
31	Jan 16 to		

9:30  
11:00  
8:00  
9:00  
9:30  
9:15  
8:15  
9:15  
7:15  
4:00  
85%30

85.5 x 84 = 72052

**PAID**  
1/21/00  
#1344

X *[Signature]*  
Approved *[Signature]*





**Ivewit.com LLC**  
**Reimbursement Report**

Employee: James F. Armstrong

Date Submitted: *1-17-00*

**Local Travel Expenses**

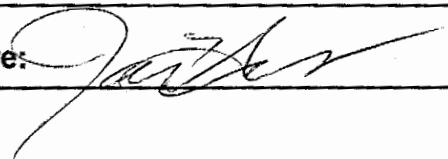
Date	Miles	From	To	Total @ \$0.31	Parking	Tolls	Trip Total
<b>Total</b>							

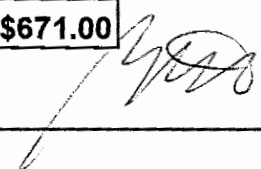
**Miscellaneous Expenses**

Date	Item	Total
22-Dec	Postage	0 3.20
27-Dec	Health Insurance	579.30
1/7/2000	Norton Mobile Essentials	63.00
12/2/1999	Modem Cord	25.50
<b>Total</b>		671.00

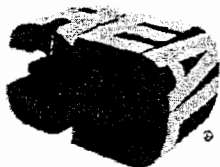
*20 \* 108*

**Total Reimbursement: \$** **\$671.00**

Employee Signature: 

Approval: 

# INVOICE



Real 3D Inc.  
 2603 DISCOVERY DRIVE  
 SUITE 100  
 ORLANDO, FL 32826

INVOICE ID: 01151  
 INVOICE DATE: 10/29/1999

**CUSTOMER ADDRESS:**

iviewit.com, LLC  
 2255 Glades Road  
 1 Boca Place Suite 337  
 Boca Raton FL 33431  
 USA

**SHIP TO ADDRESS:**

iviewit.com, LLC  
 2255 Glades Road  
 1 Boca Place Suite 337  
 Boca Raton FL 33431  
 USA

**PAYMENT TERMS**  
 Upon Receipt

**FREIGHT TERMS**

**F.O.B.**

**Due Date**  
 10/29/1999

Purchase Order No	CUSTOMER ID IVICOM	Cust PO / Ref No.	SALES REP	SHIP VIA
-------------------	-----------------------	-------------------	-----------	----------

Ordered	Shipped	Back Order	Item Number	Cust Part / SKU	Taxable	Unit Price	Ext. Price
		0.00					\$2,100.00
Pack / Pull ID:			14 Hours @ \$150.00 W/E 10/10 - 10/31				\$27,000.00
Pack / Pull ID:		0.00	300 Hours @ \$90.00 W/E 10/10 - 10/31				\$724.79
Pack / Pull ID:		0.00	Material				
<b>SUBTOTAL</b>							\$29,824.79
<b>TOTAL AMOUNT DUE</b>							\$29,824.79
							=====

PAID

\$20,000

# 1/26/00

# 1357

PAID

\$9824.79

2/11/00

# 1384

**Remit Payment Via Check To:**  
 Real 3D, Inc.  
 P.O. Box 2454  
 Carol Stream, IL 60132-2454

**Remit Payment Via EFT To:**  
 Citibank NewYork, New York  
 ABA #021000089  
 for Credit to Real 3D, Inc. Acct. #4069-2101



Page 1 of 32  
 Account Number 000000000510337  
 Invoice Number 000000000133992  
 Bill Period 12/25/99 - 01/24/00  
 Bill Date 01/29/00

MR BRIAN UTLEY  
 IVIEWIT.COM  
 2255 GLADES RD STE 337W  
 BOCA RATON, FL 33431-7383

**Billing Summary**

Previous Balance	484.91
Payment Received - Thank you!	.00
Prior Month Adjustments	.00
Late Payment Fee	7.27

**Past Due 492.18**

**Current Billing Summary**

Non-Recurring Charges	49.95
Monthly Recurring Charges	1141.83
Usage Charges	363.64
Discounts and Promotions	.00
Adjustments	.00
Federal, State and Local Taxes and Surcharges	100.55

**Current Charges Due 1655.97**

**Total Amount Due by February 24, 2000 2148.15**

*Your account is past due as of January 25, 2000*

**P A I D**  
2/9/00  
 #1378

Zak

Week

2/3/00

WeekID	Duration	Notes	
31	Jan 16 to Jan 31, 2000		
ID	Day	Date	Time
88	Monday	1/18/00	10:45 AM - 2:00 PM / 2:30 PM - 6:30 PM
89	Tuesday	1/19/00	9:30 AM - 2:30 PM / 3:00 PM - 9:30 PM
90	Thursday	1/20/00	9:30 AM - 2:00 PM / 2:30 PM - 7:00 PM
91	Friday	1/21/00	10:00 AM - 2:00 PM / 2:30 PM 7:00 PM
92	Saturday	1/22/00	1:00 PM - 5:00 PM
93	Sunday	1/23/00	1:30 PM - 5:30 PM
94	Monday	1/24/00	9:30 AM - 2:00 PM / 2:30 PM - 7:30 PM
95	Thursday	1/27/00	9:00 AM - 1:00 PM / 3:00 PM - 8:00 PM
96	Friday	1/28/00	9:45 AM - 1:30 PM / 2:00 PM - 5:30 PM
97	Saturday	1/29/00	2:00 PM - 5:00 PM
98	Sunday	1/30/00	11:00 AM - 1:30 PM
99	Monday	1/31/00	9:30 AM - 2:00 PM / 2:30 PM - 7:00 PM
30	Jan 1, 2000 to Jan 15, 2000		
29	Dec 24, 1999 to Dec 31, 1999		
28	Dec 10, 1999 to Dec 23, 1999		
27	Nov 26, 1999 to Dec 9, 1999		
26	Nov 12, 1999 to Nov 25, 1999		
25	Oct 29, 1999 to Nov 11, 1999		
24	Oct 15, 1999 to Oct 28, 1999		
23	Oct 01, 1999 to Oct 14, 1999		
22	Sep 15, 1999 to Sep 31, 1999		
32	Feb 1 to		

7:15  
11:30  
9:00  
8:30  
4:00  
9:00  
9:30  
9:00  
7:15  
3:00  
2:30  
9:00

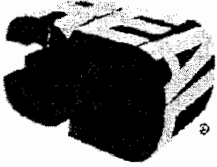
84 1/2 Hours

*[Handwritten signature]*

$84.5 \times 24 = \$2028$

**P A I D**  
2/9/00  
#1379

# INVOICE



Real 3D Inc.  
 2603 DISCOVERY DRIVE  
 SUITE 100  
 ORLANDO, FL 32826

INVOICE ID: 01151  
 INVOICE DATE: 10/29/1999

**CUSTOMER ADDRESS:**

iviewit.com, LLC  
 2255 Glades Road  
 1 Boca Place Suite 337  
 Boca Raton FL 33431  
 USA

**SHIP TO ADDRESS:**

iviewit.com, LLC  
 2255 Glades Road  
 1 Boca Place Suite 337  
 Boca Raton FL 33431  
 USA

**PAYMENT TERMS**  
 Upon Receipt

**FREIGHT TERMS****F.O.B.**

**Due Date**  
 10/29/1999

**Purchase Order No**      **CUSTOMER ID**      **Cust PO / Ref No.**      **SALES REP**      **SHIP VIA**  
 IVICOM

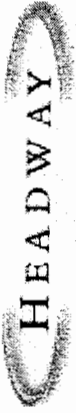
Ordered	Shipped	Back Order	Item Number	Cust Part / SKU	Taxable	Unit Price	Ext. Price
		0.00					\$2,100.00
Pack / Pull ID:			14 Hours @ \$150.00 W/E 10/10 - 10/31				
		0.00					\$27,000.00
Pack / Pull ID:			300 Hours @ \$90.00 W/E 10/10 - 10/31				
		0.00					\$724.79
Pack / Pull ID:			Material				
<b>SUBTOTAL</b>							\$29,824.79
<b>TOTAL AMOUNT DUE</b>							\$29,824.79
							=====

**PAID** \$20,000  
 # 1/26/00  
 #1357

**PAID** \$9824.79  
 2/11/00  
 #1384

**Remit Payment Via Check To:**  
 Real 3D, Inc.  
 P.O. Box 2454  
 Carol Stream, IL 60132-2454

**Remit Payment Via EFT To:**  
 Citibank NewYork, New York  
 ABA #021000089  
 for Credit to Real 3D, Inc. Acct. #4069-2101



Technology Resources

6401 Congress Ave. Suite 110  
Boca Raton, Florida 33487  
(561) 982-8877

TO: Iviewit.com

DUPLICATE Invoice # 18853  
Invoice Date: 02/14/2000

<u>Employee Name</u>	<u>Week Ending</u>	<u>Reg. Hours</u>	<u>O.T. Hours</u>	<u>Rate</u>	<u>TOTAL \$</u>
Tammy Raymond	02/11/2000	57.5		\$45.00/hr	\$2587.50
<b>TOTAL:</b>					<u>\$2587.50</u>

**PAID**  
~~2/14/00~~  
#1385



# ARTHUR J. GALLAGHER & CO. - BOCA RATON

2255 GLADES ROAD, SUITE 400E • BOCA RATON, FLORIDA 33431  
(561) 995-6706

F.E.I.N. - 59-1743669

## INVOICE

IVIEWITCOM  
2255 Glades Road, Ste.340W  
Boca Raton, FL 33431

Invoice Date 02/11/00  
Invoice No. 4092  
Bill-To Code IVIEWITCOM  
Client Code IVIEWITCOM  
Inv Order No. 320\*3143

Named Insured: IVIEWITCOM

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: ARTHUR J GALLAGHER-BOCA RATON

Effective Date	Policy Period	Coverage Description	Transaction Amount
02/11/00	02/11/00 to 02/11/01	Genesis Insurance Company Policy No. BINDER2658 *New - Directors & Officers Liab  *New - Policy Fee  NEW DIRECTORS & OFFICERS POLICY  Invoice Number: 4092                      Amount Due:	10,000.00  530.00      10,530.00
<p><b><u>PAID</u></b>     \$ 2166 down pmt  2/14/00  #1389</p> <p><b>INVOICE</b></p>			<p>* See next  pg</p>

\*Premiums Due and Payable on Effective Date





### Premium Finance Agreement

(CHECK APPROPRIATE BOX)

2600 DOUGLAS ROAD, P.O. BOX 141858, CORAL GABLES, FLORIDA 33114  
TEL. NOS. (305) 448-5055 (800) 288-5054

PERSONAL  
 COMMERCIAL

<b>A</b> TOTAL PREMIUMS \$ 10,530.00	AGENT (NAME & PLACE OF BUSINESS)  ARTHUR J GALLAGHER & CO BOCA RATON ONE BOCA PLACE, SUITE 400E 2255 GLADES RD BOCA RATON, FL ZIP CODE 33431 (561) 995-6706	PRODUCER CODE NO. 72-09-94012-8	INSURED (NAME & RESIDENCE OR BUSINESS ADDRESS)  IVIEWTT.COM 2255 GLADES RD STE 337-W BOCA RATON, FL ZIP CODE 33431			
<b>B</b> DOWN PAYMENT \$ 2,106.00	<b>PAYMENT SCHEDULE</b>					
<b>C</b> AMOUNT FINANCED (A Minus B) \$ 8,424.00						
		NUMBER OF PAYMENTS 10 (Monthly)	AMOUNT OF PAYMENTS \$ 882.76	WHEN PAYMENTS ARE DUE FIRST INSTALLMENT DUE 03/11/2000 INSTALLMENT DUE DATES 11th		
<b>D</b> FINANCE CHARGE \$ 373.85	<b>SCHEDULE OF POLICIES</b>					
	POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY/ ANNUAL INSTALLMENT	NAME OF INSURANCE COMPANY AND NAME AND ADDRESS OF GENERAL OR POLICY ISSUING AGENT	TYPE OF COVER	MONTHS COVERED BY PREMIUM	PREMIUM \$
		02/11/00	GENESIS INDEMNITY INS CO FEE TAX	DO FEE TAX	12 NRef Ref	10,000.00 30.00 500.00
	DOCUMENTARY STAMP TAX 29.75					
	TOTAL OF PAYMENTS (C+D+E) 8,827.60					
	ANNUAL PERCENTAGE RATE 9.570%					
<b>TOTAL PREMIUMS must agree with Block "A" Above ---&gt; TOTAL \$ 10,530.00</b>						

#### SECURITY AGREEMENT

**DEFINITIONS:** The above named insured ("the insured") is the debtor. AFCCO Credit Corporation ("AFCCO") is the lender to whom the debt is owed. Singular words shall mean plural and vice versa as may be required in order to give the Agreement meaning. "Insurance company or company", "insurance policy or policy" and "premium" refer to those items listed under "Schedule of Policies".

**NOTICE:** 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT. 3. UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE SERVICE CHARGE.

THE INSURED AGREES TO THE PROVISIONS ABOVE AND ON THE LAST PAGE OF THIS AGREEMENT

2/11/2000

SIGNATURE OF INSURED(S) OR DULY AUTHORIZED AGENT OF INSURED(S)

#### PRODUCER'S REPRESENTATIONS

The insured has received a copy of this Agreement, and the Required Federal Truth-in-Lending Disclosures for Personal Lines Insurance, applicable, (2) the policies are in full force and effect and the information in the schedule of policies and the premiums are correct, (3) the insured has authorized this transaction and recognizes the security interest assigned herein, (4) to hold in trust for AFCCO any payments made or credited to the insured through or to the undersigned, directly, indirectly, actually or constructively by any of the insurance companies and by the monies to AFCCO upon demand to satisfy the then outstanding indebtedness of the insured and that any lien the undersigned now has or hereafter may acquire on any return premium arising out of the above listed insurance policies is subordinated to AFCCO's lien or security interest therein, (5) there are no exceptions to the policies financed other than those indicated and the policies comply with AFCCO's eligibility requirements, (6) no Audit or Reporting Form Policies, policies subject to Retrospective Rating or to minimum earned premiums are included except as indicated and that the Deposit or Provisional Premiums are not less than anticipated premiums to be earned for the full term of the policies, if policy is subject to minimum earned premium, it is \$ \_\_\_\_\_ Indicate Policy & Prefix Number of Exceptions

The policies can be cancelled by the insured or the company on 10 days notice and the unearned premiums are computed on the standard short rate or pro rata table except as indicated, (8) the undersigned represents and warrants that the insured is not proceeding in bankruptcy, receivership or insolvency has not been instituted by or against the named insured or if the named insured is the subject of such a proceeding, it is noted on the Premium Finance Agreement in the space in which the insured's name and address is placed.

X SIGNATURE OF AGENT OR BROKER

1389

IVIEWIT.COM, LLC  
2255 GLADES RD, STE 337-W  
BOCA RATON, FL 33431

63-643/670  
BRANCH 00995

DATE 2/14/00

\$ 2106.09/100

PAY TO THE ORDER OF Arthur J. Gallagher Co.

Two thousand one hundred six and 00/100

DOLLARS

First Union National Bank  
RIT 067006432



*[Handwritten Signature]*

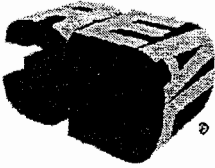
FOR

⑈001389⑈ ⑆067006432⑆ 2000002782748⑈

2/17/2000  
Check # 1398

See Rent Pmt Calculation on 1/11/2000

# INVOICE



Real 3D Inc.  
 2603 DISCOVERY DRIVE  
 SUITE 100  
 ORLANDO, FL 32826

INVOICE ID: 01199  
 INVOICE DATE: 01/27/2000

**CUSTOMER ADDRESS:**

iviewit.com, LLC  
 2255 Glades Road  
 1 Boca Place Suite 337  
 Boca Raton FL 33431  
 USA

**SHIP TO ADDRESS:**

iviewit.com, LLC  
 2255 Glades Road  
 1 Boca Place Suite 337  
 Boca Raton FL 33431  
 USA

**PAYMENT TERMS**  
 Upon Receipt

**FREIGHT TERMS**

**F.O.B.**

**Due Date**  
 01/27/2000

Purchase Order No	CUSTOMER ID IVICOM	Cust PO / Ref No.	SALES REP	SHIP VIA
-------------------	-----------------------	-------------------	-----------	----------

Ordered	Shipped	Back Order	Item Number	Cust Part / SKU	Taxable	Unit Price	Ext. Price
		0.00	Pack / Pull ID:	490 Hrs @ \$90/Hr 12/6/99 - 1/14/00			\$44,100.00
		0.00	Pack / Pull ID:	Materials Reimbursement			\$1,978.07
						<b>SUBTOTAL</b>	\$46,078.07
						<b>TOTAL AMOUNT DUE</b>	\$46,078.07

PAID

2/17/00 ck# 1399  
 \$30,000.00 - for part of  
 invoice # 01178

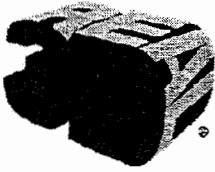
PAID

2/28/00  
 #1419  
 balance - 56,215.70

**Remit Payment Via Check To:**  
 Real 3D, Inc.  
 P.O. Box 2454  
 Carol Stream, IL 60132-2454

**Remit Payment Via EFT To:**  
 Citibank New York, New York  
 ABA #021000089  
 for Credit to Real 3D, Inc. Acct. #4069-2101

# INVOICE



Real 3D Inc. 2603 DISCOVERY DRIVE SUITE 100 ORLANDO, FL 32826
--

INVOICE ID: 01178  
 INVOICE DATE: 12/14/1999

**CUSTOMER ADDRESS:**

iviewit.com, LLC  
 2255 Glades Road  
 1 Boca Place Suite 337  
 Boca Raton FL 33431  
 USA

**SHIP TO ADDRESS:**

iviewit.com, LLC  
 2255 Glades Road  
 1 Boca Place Suite 337  
 Boca Raton FL 33431  
 USA

**PAYMENT TERMS**  
 Upon Receipt

**FREIGHT TERMS**

**F.O.B.**

**Due Date**  
 12/14/1999

Purchase Order No	CUSTOMER ID IVICOM	Cust PO / Ref No.	SALES REP	SHIP VIA
-------------------	-----------------------	-------------------	-----------	----------

Ordered	Shipped	Back Order	Item Number	Cust Part / SKU	Taxable	Unit Price	Ext. Price
		0.00	Pack / Pull ID:	9 Hrs @ \$150/Hr W/E 11/7 - 12/5			\$1,350.00
		0.00	Pack / Pull ID:	400 Hrs @ \$90/Hr W/E 11/7 -12/5			\$36,000.00
		0.00	Pack / Pull ID:	Materials Reimbursement			\$2,787.63
<b>SUBTOTAL</b>							\$40,137.63
<b>TOTAL AMOUNT DUE</b>							\$40,137.63
							=====

PAID

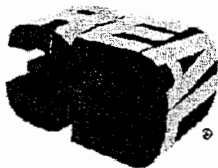
**Remit Payment Via Check To:**

Real 3D, Inc.  
 P.O. Box 2454  
 Carol Stream, IL 60132-2454

**Remit Payment Via EFT To:**

Citibank New York, New York  
 ABA #021000089  
 for Credit to Real 3D, Inc. Acct. #4069-2101

# INVOICE



Real 3D Inc.  
2603 DISCOVERY DRIVE  
SUITE 100  
ORLANDO, FL 32826

INVOICE ID: 01151  
INVOICE DATE: 10/29/1999

**CUSTOMER ADDRESS:**

iviewit.com, LLC  
2255 Glades Road  
1 Boca Place Suite 337  
Boca Raton FL 33431  
USA

**SHIP TO ADDRESS:**

iviewit.com, LLC  
2255 Glades Road  
1 Boca Place Suite 337  
Boca Raton FL 33431  
USA

**PAYMENT TERMS**  
Upon Receipt

**FREIGHT TERMS**

**F.O.B.**

**Due Date**  
10/29/1999

Purchase Order No	CUSTOMER ID IVICOM	Cust PO / Ref No.	SALES REP	SHIP VIA
-------------------	-----------------------	-------------------	-----------	----------

Ordered	Shipped	Back Order	Item Number	Cust Part / SKU	Taxable	Unit Price	Ext. Price
		0.00					\$2,100.00
Pack / Pull ID:			14 Hours @ \$150.00 W/E 10/10 - 10/31				\$27,000.00
Pack / Pull ID:		0.00	300 Hours @ \$90.00 W/E 10/10 - 10/31				\$724.79
Pack / Pull ID:		0.00	Material				
<b>SUBTOTAL</b>							\$29,824.79
<b>TOTAL AMOUNT DUE</b>							\$29,824.79 =====

**PAID** \$20,000  
~~# 1/26/00~~  
#1357

**PAID** \$9824.79  
~~2/11/00~~  
#1384

Remit Payment Via Check To:  
Real 3D, Inc.  
P.O. Box 2454  
Carol Stream, IL 60132-2454

Remit Payment Via EFT To:  
Citibank New York, New York  
ABA #021000089  
for Credit to Real 3D, Inc. Acct. #4069-2101

MEGA, Inc

check in hand  
branch #1423

# Invoice

Invoice #: 00000074

2/16/00

3431-7360

**Amount**

50% of \$5,000.00 bonus for Kathy Yeung

\$2,500.00

**Reference:**

**Terms: Due Upon Receipt**

Total Amount: \$2,500.00

Amount Applied: \$0.00

**Balance Due: \$2,500.00**

**PALD**

2/29/00

#1423

for invoices 74,634  
\$30,000 consulting  
fee

# MEGA

**Bill To:**

Iviewit.com, LLC  
2255 Glades Road  
Suite 337 West  
Boca Raton, FL 33431-7360

## Invoice

Invoice #: 00000063

1/4/00

**Description**

**Amount**

TRAVEL REIMBURSEMENT

Southwest Airlines Tickets for D. Socolof & H. Sullivan to attend meeting on  
December 21 & 22, 1999

\$349.00

All Star Parking

\$20.00

**Reference:**

*Terms: Due Upon Receipt*

Total Amount: \$369.00

Amount Applied: \$0.00

---

Balance Due: \$369.00

6787 W. Tropicana Avenue \* Suite 241/242 \* Las Vegas, NV 89103  
Telephone: (702) 252-3400 \* Fax: (702) 284-7136



# SOUTHWEST AIRLINES

## TICKETLESS TRAVEL PASSENGER ITINERARY AND RECEIPT

16

ZBXXGL

NON TRANSFERABLE. POSITIVE IDENTIFICATION REQUIRED

MAIL TO:

HEATHER SULLIVAN  
MARKETING ENT GROUP  
6787 W TROPICANA AVE SUITE 241  
LAS VEGAS NV 89103-4757

PRESENT THIS  
DOCUMENT TO CHECK  
BAGGAGE AT CURBSIDE.



PASSENGER INFORMATION: Receipt and Itinerary as of 12/21/99 09:18PM

Confirmation Number: ZBXXGL  
Confirmation Date: 12/21/99

Received: HEATHER

Passenger(s):  
→ SULLIVAN HYMAN/HEATH 526-2702628237-5

Itinerary:	Flt#	Date	Depart	Arrive
Las Vegas/Los Angeles International	1176 Y	21DEC99	02:30PM	03:35PM
Los Angeles International/Las Vegas	104 Y	22DEC99	08:40PM	09:40PM

\*\*\*\*\*

Cost:	Total for 1 Passenger(s)	AIR:	152.56
		TAX:	15.94
		PFC:	6.00
		Total Fare:	\$174.50

\*\*\*\*\*

Payment Summary:		
Current payment(s):		
21DEC1999 AMER EXPRESS 37820389578XXXX Ref 526-2702628237-5		174.50
	Total Payments:	\$174.50

\*\*\*\*\*

Fare Rule(s):  
VALID ONLY ON SOUTHWEST AIRLINES

All travel involving funds from this Confirm no. must be completed by 12/21/00

Fare Calculation:  
ADT- 1 LASWNLAX YL 82.00 LAXWNLAS YL 82.00 \$164.00 ZP4.50 XFLAS3 LAX3  
\$174.50

BOARDING PASS DISTRIBUTION AT GATE.

**TEN - MINUTE RULE** - Passengers who do not claim their reservations at the departure gate desk at least ten minutes prior to scheduled departure time will have their reserved space cancelled and will not be eligible for denied boarding compensation.  
**REFUNDS AND EXCHANGES** - Any change to this itinerary may result in a fare increase. Unless otherwise noted, if you do not travel on this itinerary, you may qualify for a refund or exchange. To apply for a refund, please call 1-800-FLY-SWA. Written requests should include a copy of this document and be addressed to: Southwest Airlines Refunds Department 6RF, P. O. Box 36649 Dallas, TX 75235-1649.  
**Taking off for 2000?** Count on Southwest Airlines for the same level of safety and service you expect every day! Please visit [www.southwest.com](http://www.southwest.com) to learn more about our comprehensive Y2K program.

THE NUMBER BELOW WILL BE NEEDED TO PROCESS YOUR REFUND OR EXCHANGE REQUEST.

\* IMPORTANT \* ZBXXGL \* IMPORTANT \*

FOR RESERVATIONS, CALL 1-800-1-FLY-SWA (1-800-435-9782)

# SOUTHWEST AIRLINES

## TICKETLESS TRAVEL PASSENGER ITINERARY AND RECEIPT

*incomplete mtg*

ZR8WPJ

NON TRANSFERABLE. POSITIVE IDENTIFICATION REQUIRED

MAIL TO:

HEATHER SULLIVAN  
MARKETING ENT GROUP  
6787 W TROPICANA AVE S241  
LAS VEGAS NV 89103-4757

PRESENT THIS DOCUMENT TO CHECK BAGGAGE AT CURBSIDE.



PASSENGER INFORMATION: Receipt and Itinerary as of 12/23/99 00:53AM

Confirmation Number: ZR8WPJ  
Confirmation Date: 12/20/99

Received: HEATHER

→ Passenger(s):  
SOCOLOF/DANIEL 526-2702745834-2

Itinerary:	Flt#	Date	Depart	Arrive
Las Vegas/Los Angeles International	1176 Y	21DEC99	02:30PM	03:35PM
Los Angeles International/Las Vegas	224 Y	22DEC99	05:55PM	06:50PM

\*\*\*\*\*

Cost:	Total for 1 Passenger(s)	AIR:	152.56
		TAX:	15.94
		PFC:	6.00
		Total Fare:	\$174.50

\*\*\*\*\*

Payment Summary:			
Prior payment(s):			
20DEC1999 AMER EXPRESS 37820389578xxxx Ref 526-2702586191-1			174.50
	Total Payments:		\$174.50

\*\*\*\*\*

Fare Rule(s):  
VALID ONLY ON SOUTHWEST AIRLINES

All travel involving funds from this Confirm no. must be completed by 12/20/00

Fare Calculation:  
ADT- 1 LASWNLAX YL 82.00 LAXWNLAS YL 82.00 \$164.00 ZP4.50 XFLAS3 LAX3  
\$174.50

BOARDING PASS DISTRIBUTION AT GATE.

**TEN - MINUTE RULE** - Passengers who do not claim their reservations at the departure gate desk at least ten minutes prior to scheduled departure time will have their reserved space cancelled and will not be eligible for denied boarding compensation.  
**REFUNDS AND EXCHANGES** - Any change to this itinerary may result in a fare increase. Unless otherwise noted, if you do not travel on this itinerary, you may qualify for a refund or exchange. To apply for a refund, please call 1-800-1-FLY-SWA. Written requests should include a copy of this document and be addressed to: Southwest Airlines Refunds Department 6RF, P. O. Box 36649 Dallas, TX 75235-1649.  
**Taking off for 2000?** Count on Southwest Airlines for the same level of safety and service you expect every day! Please visit [www.southwest.com](http://www.southwest.com) to learn more about our comprehensive Y2K program.

THE NUMBER BELOW WILL BE NEEDED TO PROCESS YOUR REFUND OR EXCHANGE REQUEST.

\* IMPORTANT \* ZR8WPJ \* IMPORTANT \*

FOR RESERVATIONS, CALL 1-800-1-FLY-SWA (1-800-435-9782)

110

195163020991

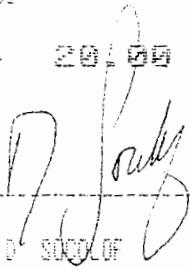
FIVE STAR PARKING  
MCCARREN AIRPORT  
LAS VEGAS, NV 89119

TIME 04:15 PM DATE 12/18/99  
379263895787004  
EXP DATE 0205  
CARD TYPE AX  
TERMINAL # 518746  
TRAN TYPE SALE  
AUTH CODE 417390  
RECORD # 001

AMOUNT \$ 20.00

*iviewit  
new  
business*

SIGNATURE



D. SOCOLOF

I AGREE TO PAY ABOVE TOTAL AMOUNT  
ACCORDING TO CARD ISSUER AGREEMENT

THANK YOU  
PLEASE COME AGAIN

# MEGA

December 19, 1999

Mr. Brian Utley  
President and Chief Operating Officer  
Iviewit.com, LLC  
2255 Glades Road Suite 337 West  
Boca Raton, Florida 33431-7360

Dear Brian,

I have developed a simple letter of agreement that captures the essence of our agreement as discussed over the past few days. If anything is misstated or omitted, it is unintentional and likely due to the rapid nature of the requirement to move ahead at lightning speed. Any modifications can be easily incorporated by our mutual agreement. That said, I have not submitted this to our attorney to avoid a development and review period that is simply untenable given your need for us to initiate work this week.

This term letter, when countersigned by you, shall serve as our agreement for MEGA to provide the non exclusive consulting services of its President, Daniel Socolof, to iviewit.com under the terms and conditions stated below.

**Background:**

Iviewit.com desires to hire MEGA to provide consulting services, on a work for hire basis, to assist iviewit.com in developing business strategies and assist iviewit.com in presenting those strategies to individuals and companies that iviewit.com has targeted for potential investment.

Iviewit.com will indemnify MEGA, Inc. and its employees against any claims that may arise as a result of representations that iviewit.com makes to investors directly and indirectly with MEGA's support. It is expressly understood that MEGA is acting as a consultant to iviewit.com and any and all representations to potential investors will be presented on behalf of iviewit.com in accordance with all local, state and federal law.

Iviewit.com desires to use its technologies to develop business strategies for potential deployment that leverage its core technologies in the field of streaming video on demand via the Internet. Therefore, MEGA and iviewit.com have agreed as follows:

**Term:**

The term of this agreement shall commence upon execution and run through January 31, 2000.

**Consulting Services:**

MEGA will provide the following services to iviewit.com:

**Marketing Entertainment Group of America, Inc.**

6787 W. Tropicana Ave. • Suite 441-442 • Las Vegas • Nevada • 89103  
• (702) 284-7102 • email: meganyc@aol.com

1. MEGA will attend a business strategy meeting in Los Angeles on December 21-22 organized and paid for by iviewit.com relating to the development of potential marketing strategies for the broadband video on demand marketplace.
2. At this meeting MEGA will:
  - (i) Discuss business opportunities relating to television quality, full screen streaming video on demand over the Internet.
  - (ii) Provide marketing insights into how iviewit.com could leverage its core technologies to develop a business within the video on demand Internet space. (This will require a full briefing by iviewit of its patent's and their competitive advantages on a confidential basis)
  - (iii) Provide content aggregation advice and strategies.
3. MEGA will assist iviewit.com in the development of a written executive business overview. It is agreed that iviewit.com will engage a separate entity, SRO Consultants of Los Angeles California, to draft and format the document. The fee for SRO is \$10,000 (ten thousand dollars) and will be paid to MEGA Inc. on behalf of SRO.
4. MEGA will provide Daniel Socolof to attend additional meetings, on a non-exclusive basis, throughout the term subject to reasonable scheduling with advance notification.

**Compensation:**

As compensation for its consulting services for the term and services described herein, iviewit.com, LLC will pay MEGA, Inc. the sum of \$50,000 (fifty thousand dollars) and \$10,000 (ten thousand dollars) for the services of SRO Consultants on the following schedule:

1. \$30,000 on December 21<sup>st</sup>, 1999
2. \$30,000 on January 21<sup>st</sup>, 2000 or earlier, on the date of submission of the final draft of the executive summary when it is submitted to iviewit.com

Iviewit.com will promptly reimburse MEGA for all travel and related expenses within five business days of receipt of invoices and bona fide back up for expenses.

Brian, we are excited to work with you, Elliot and your team and look forward to building a long-term relationship and contributing to the success of iviewit.com. Thank you for the opportunity.

With best regards,

  
Daniel Socolof  
President, MEGA Inc.

**PAID**  
12/21/99  
#1261

Agreed and accepted for iviewit.com, LLC

  
Brian Uhly, President and Chief Operating Officer

Date 12/20/99

IVIEWIT.COM, LLC  
2255 GLADES RD, STE 337-W  
BOCA RATON, FL 33431

1423

63-643/670  
BRANCH 00995

DATE 2/29/06

PAY TO THE  
ORDER OF MEGA

\$ 32,869.<sup>00</sup>/<sub>100</sub>

Thirty-two thousand eight hundred sixty-nine and <sup>00</sup>/<sub>100</sub> DOLLARS

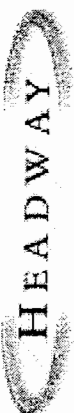


First Union National Bank  
R/T 067006432

FOR \_\_\_\_\_

⑈001423⑈ ⑆067006432⑆ 2000002782748⑈

HAELAND 1988



Technology Resources

6401 Congress Ave. Suite 110  
Boca Raton, Florida 33487  
(561) 982-8877

TO: Iviewit.com

DUPLICATE Invoice # 18854  
Invoice Date: 02/14/2000

<u>Employee Name</u>	<u>Week Ending</u>	<u>Reg. Hours</u>	<u>O.T. Hours</u>	<u>Rate</u>	<u>TOTAL \$</u>
Tammy Raymond	02/20/2000	71		\$ 45.00	\$ 3195.00
<b>TOTAL:</b>					\$ 3195.00

**PAID**  
2/21/00  
#1404

# Paystub Detail

IVIEWIT.COM, LLC  
 2255 Glades Road, Suite 337W  
 Boca Raton, FL 33431

Check Date: 2/28/2000  
 Check No.: 1414

Pay Period: 02/01/2000 - 02/15/2000

Personal Information	Description	Qty	Rate	Current	YTD	Description	Current	YTD
Guy T Iantoni 3113 Clint Moore Road Boca Raton, FL 33496  328-58-3139	Deferred Salary			21,875.00	21,875.00	Federal Withholding	-3,590.98	-3,590.98
	Salary			3,125.00	3,125.00	Social Security Employee	-1,356.25	-1,356.25
	Total			21,875.00	25,000.00	Medicare Employee	-317.19	-317.19
						Total	-5,264.42	-5,264.42
				Earnings and Hours		Taxes		
				Pretax Deductions		Adjustments to Net Pay		
				Taxable Company Contributions		Summary		
				Total		Earnings		
				Total		Pretax Deductions		
				Total		Taxes		
				Total		Adjustments		
				Total		NET PAY		

**P A I D**  
 2/28/00  
 #1414

Sick	Used	Available	
Vacation	0.00	10.00	
	0.00	17.65	
			Status
			Married
			(none)
			Federal
			FL
			Allowances
			2
			Extra
			0



**DEFERRED SALARIES - 2.15.00**

**Guy Iantoni**

<u>Gross Accrual</u>	<u>Net Accrual</u>	<u>Period</u>	<u>Amounts Paid</u>	<u>Date Paid</u>	<u>Total Remaining Net Accrual</u>
\$ 6,250.00	\$ 4,745.88	11/30/1999			
\$ 6,250.00	\$ 4,745.88	12/30/1999			
\$ 6,250.00	\$ 4,745.88	1/31/2000			
\$ 3,125.00	\$ 2,372.94				
<u>\$ 21,875.00</u>	<u>\$ 16,610.58</u>			\$ 21,875.00	\$ 16,610.58

IVIEWIT.COM, LLC  
2255 GLADES RD, STE 337-W  
BOCA RATON, FL 33431

1414

63-643/670  
BRANCH 00995

DATE 2/28/00

PAY TO THE ORDER OF Guy Tantoni

\$ 16,610.58/100

Sixteen thousand six hundred ten and 58/100 DOLLARS



First Union National Bank  
R/T 067006432

FOR

⑈001414⑈ ⑆067006432⑆ 2000002782748⑈

UNRECORDED



**DEFERRED SALARIES - 2.15.00**

**Jill Iantoni**

<u>Gross Accrual</u>	<u>Net Accrual</u>	<u>Period</u>	<u>Amounts Paid</u>	<u>Date Paid</u>	<u>Total Remaining Net Accrual</u>
\$ 6,250.00	\$ 4,681.88	11/30/1999			
\$ 6,250.00	\$ 4,681.88	12/30/1999			
\$ 6,250.00	\$ 4,681.88	1/31/2000			
\$ 3,125.00	\$ 2,340.94	2/15/2000			
<u>\$ 21,875.00</u>	<u>\$ 16,386.58</u>				
				\$ 21,875.00	\$ 16,386.58

IVIEWIT.COM, LLC  
2255 GLADES RD, STE 337-W  
BOCA RATON, FL 33431

1415

63-643/670  
BRANCH 00995

DATE 2/28/00

PAY TO THE  
ORDER OF Jill Tanton

\$ 16,386.58/100

Sixteen thousand three hundred eighty-six and 58/100 DOLLARS



First Union National Bank

R/T 067006432

FOR \_\_\_\_\_

⑈00 1415⑈ ⑈067006432⑈ ⑈2000002782748⑈



**DEFERRED SALARIES - 2.15.00**

**Erika Lewin**

<u>Gross Accrual</u>	<u>Net Accrual</u>	<u>Period</u>	<u>Amounts Paid</u>	<u>Date Paid</u>	<u>Total Remaining Net Accrual</u>
\$ 3,750.00	\$ 2,741.14	11/30/1999			
\$ 1,875.00	\$ 1,370.57	12/15/1999			
\$ 625.00	\$ 457.00	12/30/1999			
\$ 3,750.00	\$ 2,741.14	1/31/1999			
\$ 1,875.00	\$ 1,370.57	2/15/2000			
<u>\$ 11,875.00</u>	<u>\$ 8,680.42</u>				
				\$ 11,875.00	\$ 8,680.42

IVIEWIT.COM, LLC  
2255 GLADES RD, STE 337-W  
BOCA RATON, FL 33431

1416

63-643/670  
BRANCH 00995

DATE 2/28/00

PAY TO THE  
ORDER OF Erika Lewin

\$ 8,680.42/100

Eight thousand six hundred eighty and 42/100 DOLLARS

Member FDIC



First Union National Bank  
R/T 067006432

FOR \_\_\_\_\_

⑈001416⑈ ⑆067006432⑆ 2000002782748⑈



# Paystub Detail

IVIEWIT.COM, LLC  
 2255 Glades Road, Suite 337W  
 Boca Raton, FL 33431

Check Date: 2/28/2000  
 Check No.: 1417

Pay Period: 02/01/2000 - 02/15/2000

Personal Information	Description	Qty	Rate	Current	YTD	Description	Current	YTD
Brian Utley 1930 SW 8th St. Boca Raton, FL 33486	Deferred Salary			29,166.69	29,166.69	Federal Withholding	-8,735.44	-8,735.44
	Salary			4,166.67	4,166.67	Social Security Employee	-1,808.33	-1,808.33
	Total			29,166.69	33,333.36	Medicare Employee	-422.92	-422.92
528-40-3812						Total	-10,966.69	-10,966.69
				Earnings and Hours		Taxes		
				Total		Total		
				Pretax Deductions		Adjustments to Net Pay		
				Taxable Company Contributions		Summary		
				Total		Earnings	29,166.69	33,333.36
						Pretax Deductions	0.00	0.00
						Taxes	-10,966.69	-10,966.69
						Adjustments	0.00	0.00
						NET PAY	18,200.00	22,366.67

**PAYED**  
 2/28/00  
 #1417

Used	Available	Status	Allowances	Extra
Sick 0.00	0.00	Single	0	193.92
Vacation 0.00	0.00	(none)	0	
		Federal		
		FL		

**DEFERRED SALARIES - 2.15.00**

**Brian Utley**

<u>Gross Accrual</u>	<u>Net Accrual</u>	<u>Period</u>	<u>Amounts Paid</u>	<u>Date Paid</u>	<u>Total Remaining Net Accrual</u>
\$ 8,333.34	\$ 5,200.00	11/30/1999			
\$ 8,333.34	\$ 5,200.00	12/30/1999			
\$ 8,333.34	\$ 5,200.00	1/31/2000			
\$ 4,166.67	\$ 2,600.00				
<u>\$ 29,166.69</u>	<u>\$ 18,200.00</u>			\$ 29,166.69	\$ 18,200.00

**IVIEWIT.COM, LLC**  
2255 GLADES RD, STE 337-W  
BOCA RATON, FL 33431

1417

63-643/670  
BRANCH 00995

DATE 2/28/00

PAY TO THE  
ORDER OF Brian Utley

\$ 18,200.00/100

Eighteen thousand two hundred

DOLLARS



First Union National Bank  
R/T 067006432

FOR

⑈001417⑈ ⑈067006432⑈ 2000002782748⑈

# Paystub Detail

IVIEWIT.COM, LLC  
 2255 Glades Road, Suite 337W  
 Boca Raton, FL 33431

Check Date: 2/28/2000

Check No.: 1418

Pay Period: 02/01/2000 - 02/15/2000

Personal Information	Description	Qty	Rate	Current	YTD	Description	Current	YTD
Jim Armstrong 126 Buttonwood Dr. Fair Haven, NJ 07704  340-46-2717	Deferred Salary			21,875.00	21,875.00	Federal Withholding	-3,220.09	-3,220.09
	Salary			3,125.00	3,125.00	Social Security Employee	-1,356.25	-1,356.25
	Total			25,000.00	25,000.00	Medicare Employee	-317.19	-317.19
						NJ - Withholding	-1,431.67	-1,431.67
						Total	-6,325.20	-6,325.20
Total					Adjustments to Net Pay			
Total					Total			
Taxable Company Contributions					Summary			
Total					Earnings			
Total					Pretax Deductions			
Total					Taxes			
Total					Adjustments			
Total					NET PAY			

**P A I D**  
 2/28/00  
 #1418

Used	Available	Status	Allowances	Extra
Sick	0.00	Married	1	
Vacation	0.00	Married Joint	1	

**DEFERRED SALARIES - 2.15.00**

**Jim Armstrong**

<u>Gross Accrual</u>	<u>Net Accrual</u>	<u>Period</u>	<u>Amounts Paid</u>	<u>Date Paid</u>	<u>Total Remaining Gross Accrual</u>	<u>Total Remaining Net Accrual</u>
\$ 6,250.00	\$ 4,442.80	11/30/1999				
\$ 6,250.00	\$ 4,442.80	12/30/1999				
\$ 6,250.00	\$ 4,442.80	1/31/2000				
\$ 3,125.00	\$ 2,221.40	2/15/2000				
<u>\$ 21,875.00</u>	<u>\$ 15,549.80</u>				\$ 21,875.00	\$ 15,549.80

IVIEWIT.COM, LLC  
2255 GLADES RD, STE 337-W  
BOCA RATON, FL 33431

1418

63-643/670  
BRANCH 00995

DATE 2/28/00

PAY TO THE  
ORDER OF Jim Armstrong

\$ 15,549.80/100

Fifteen thousand five hundred forty nine and 80/100 DOLLARS



First Union National Bank

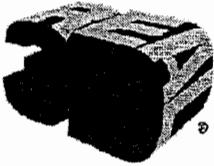
R/T 067006432

FOR \_\_\_\_\_

⑈001418⑈ ⑆067006432⑆ 2000002782748⑈

MAR 1995

# INVOICE



Real 3D Inc.  
2603 DISCOVERY DRIVE  
SUITE 100  
ORLANDO, FL 32826

INVOICE ID: 01199  
INVOICE DATE: 01/27/2000

**CUSTOMER ADDRESS:**

iviewit.com, LLC  
2255 Glades Road  
1 Boca Place Suite 337  
Boca Raton FL 33431  
USA

**SHIP TO ADDRESS:**

iviewit.com, LLC  
2255 Glades Road  
1 Boca Place Suite 337  
Boca Raton FL 33431  
USA

**PAYMENT TERMS**  
Upon Receipt

**FREIGHT TERMS**

**F.O.B.**

**Due Date**  
01/27/2000

Purchase Order No	CUSTOMER ID	Cust PO / Ref No.	SALES REP	SHIP VIA
	IVICOM			

Ordered	Shipped	Back Order	Item Number	Cust Part / SKU	Taxable	Unit Price	Ext. Price
		0.00	Pack / Pull ID:	490 Hrs @ \$90/Hr 12/6/99 - 1/14/00			\$44,100.00
		0.00	Pack / Pull ID:	Materials Reimbursement			\$1,978.07
						<b>SUBTOTAL</b>	\$46,078.07
						<b>TOTAL AMOUNT DUE</b>	\$46,078.07

**PALD**  
2/17/00 CC# 1399  
\$30,000.00

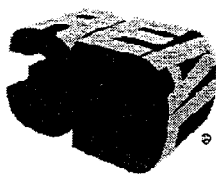
*-prev. invoice*

**PALD**  
2/28/00  
#7419  
Balance - 56,215.70

**Remit Payment Via Check To:**  
Real 3D, Inc.  
P.O. Box 2454  
Carol Stream, IL 60132-2454

**Remit Payment Via EFT To:**  
Citibank New York, New York  
ABA #021000089  
for Credit to Real 3D, Inc. Acct. #4069-2101

# INVOICE



Real 3D Inc.  
 2603 DISCOVERY DRIVE  
 SUITE 100  
 ORLANDO, FL 32826

INVOICE ID: 01178  
 INVOICE DATE: 12/14/1999

**CUSTOMER ADDRESS:**

iviewit.com, LLC  
 2255 Glades Road  
 1 Boca Place Suite 337  
 Boca Raton FL 33431  
 USA

**SHIP TO ADDRESS:**

iviewit.com, LLC  
 2255 Glades Road  
 1 Boca Place Suite 337  
 Boca Raton FL 33431  
 USA

**PAYMENT TERMS**  
 Upon Receipt

**FREIGHT TERMS**

**F.O.B.**

**Due Date**  
 12/14/1999

Purchase Order No	CUSTOMER ID	Cust PO / Ref No.	SALES REP	SHIP VIA
	IVICOM			

Ordered	Shipped	Back Order	Item Number	Cust Part / SKU	Taxable	Unit Price	Ext. Price
			Pack / Pull ID:	9 Hrs @ \$150/Hr W/E 11/7 - 12/5			\$1,350.00
			Pack / Pull ID:	400 Hrs @ \$90/Hr W/E 11/7 -12/5			\$36,000.00
			Pack / Pull ID:	Materials Reimbursement			\$2,787.63
<b>SUBTOTAL</b>							\$40,137.63
<b>TOTAL AMOUNT DUE</b>							\$40,137.63
							=====

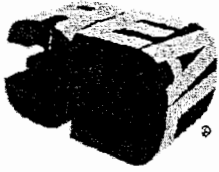
**P A I D**

Remit Payment Via Check To:  
 Real 3D, Inc.  
 P.O. Box 2454  
 Carol Stream, IL 60132-2454

Remit Payment Via EFT To:  
 Citibank NewYork, New York  
 ABA #021000089  
 for Credit to Real 3D, Inc. Acct. #4069-2101



# INVOICE



Real 3D Inc.  
 2603 DISCOVERY DRIVE  
 SUITE 100  
 ORLANDO, FL 32826

INVOICE ID: 01151  
 INVOICE DATE: 10/29/1999

**CUSTOMER ADDRESS:**

iviewit.com, LLC  
 2255 Glades Road  
 1 Boca Place Suite 337  
 Boca Raton FL 33431  
 USA

**SHIP TO ADDRESS:**

iviewit.com, LLC  
 2255 Glades Road  
 1 Boca Place Suite 337  
 Boca Raton FL 33431  
 USA

**PAYMENT TERMS**  
 Upon Receipt

**FREIGHT TERMS****F.O.B.**

**Due Date**  
 10/29/1999

**Purchase Order No**      **CUSTOMER ID**      **Cust PO / Ref No.**      **SALES REP**      **SHIP VIA**  
 IVICOM

Ordered	Shipped	Back Order	Item Number	Cust Part / SKU	Taxable	Unit Price	Ext. Price
		0.00					\$2,100.00
Pack / Pull ID:			14 Hours @ \$150.00 W/E 10/10 - 10/31				\$27,000.00
Pack / Pull ID:		0.00	300 Hours @ \$90.00 W/E 10/10 - 10/31				\$724.79
Pack / Pull ID:		0.00	Material				
<b>SUBTOTAL</b>							\$29,824.79
<b>TOTAL AMOUNT DUE</b>							\$29,824.79
							=====

**PAID** \$20,000  
~~# 1/26/00~~  
 #1357

**PAID** \$9824.79  
~~2/11/00~~  
 #1384

**Remit Payment Via Check To:**  
 Real 3D, Inc.  
 P.O. Box 2454  
 Carol Stream, IL 60132-2454

**Remit Payment Via EFT To:**  
 Citibank New York, New York  
 ABA #021000089  
 for Credit to Real 3D, Inc. Acct. #4069-2101

**VIEWIT.COM, LLC**  
2255 GLADES RD, STE 337-W  
BOCA RATON, FL 33431

1419

63-643/670  
BRANCH 00995

DATE 2/28/00

PAY TO THE  
ORDER OF Real 3D

\$ 56,215.70/100

Fifty six thousand two hundred fifteen and 70/100 DOLLARS



First Union National Bank

R/T 067006432

FOR INVOICES # 01178 + 01199

⑈001419⑈ ⑆067006432⑆ 2000002782748⑈

0.0

169.11 +  
50. +  
3,685.09 +  
3,321.57 +  
026.9 +  
278.34 +  
184.25 +  
333. +  
3,451.01 +  
421.12 +  
650. +  
10,417.37 +  
617.99 +  
20.93 +  
22.49 +  
24,649.1

0.0

**PAID**

2/28/0

#1421

T&E related to '99 20

\*For Backup Receipts, See Erika

Ivewit.com LLC

Reimbursement Report

Employee: Brian Utley

Date Submitted: 2/15/2000

Local Travel Expenses

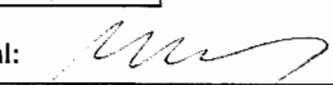
Date	Miles	From	To	Total @ \$0.31	Parking	Tolls	Trip Total
<b>Total</b>							

Miscellaneous Expenses

Date	Item	Total
2/2/2000	The Board Room - business lunch w/ Michael Pratter	30.58
1/19/2000	Long Distance Calls to Office from Arizona	138.53
<b>Total</b>		169.11

Total Reimbursement: \$ **\$169.11**

Employee Signature: 

Approval: 

# Ivewit.com LLC

## Reimbursement Report

Employee: Brian Utley

Date Submitted: 2/3/00

### Local Travel Expenses

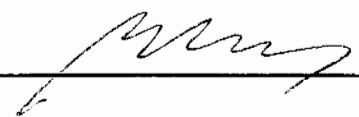
Date	Miles	From	To	Total @ \$0.31	Parking	Tolls	Trip Total
<b>Total</b>							

### Miscellaneous Expenses

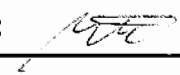
Date	Item	Total
12/9/99	Citgo	33.50
12/9/99	Racetrac	16.50
<b>Total</b>		<b>50.00</b>

<b>Total Reimbursement: \$</b>	<input checked="" type="checkbox"/>	<b>\$50.00</b>
--------------------------------	-------------------------------------	----------------

Employee Signature: \_\_\_\_\_



Approval: \_\_\_\_\_



Ivewit.com LLC  
Reimbursement Report

Employee: Brian Utley

Date Submitted: 2/3/00

Purpose of Trip:

Travel Expenses

Date	From / To / Description	Miles	Miles @ \$0.31	Ground Transp.	Air Transp.	Car Rental	Parking	Tolls	Hotel	Meals	Laundry	Telephone	Other	Total
12/22/99	Unocal											19.64	19.64	
12/22/99	Delta Air				995.50									995.50
12/23/99	Hilton Trader Vics											124.06	124.06	
12/23/99	Peninsula Beverly Hills							382.78						382.78
12/26/99	Beyond.com											19.99	19.99	
12/17/99	Delta Air			1990.00									1990.00	
12/19/99	Softel Hotels							636.12						636.12
12/19/99	Peninsula Beverly Hills							23.00						23.00
12/19/99	Peninsula Beverly Hills							1494.00						1494.00
Total				2985.50					2535.90			163.69	5685.09	

Total Reimbursement: \$ 5,685.09

Employee Signature: [Signature] Approval: [Signature]



# Ivevit.com LLC

## Reimbursement Report

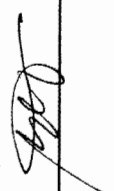
Employee: Brian G. Utley Date Submitted: 12/19/99

Purpose of Trip: Meet with Affiliated Management Group and Essex Investment Group

**Travel Expenses**

Date	From / To / Description	Miles	Miles @ \$0.31	Ground Transp.	Air Transp.	Car Rental	Parking	Tolls	Hotel	Meals	Laundry	Telephone	Other	Total
12/2/99	Boca Raton to Boston	25	7.75	17.00	333.00				302.49	7.50				667.74
12/3/99	Boston to Boca Raton	25	7.75	94.75		20.25				36.41				159.16
<b>Total</b>			15.50	111.75	333.00	20.25			302.49	43.91				826.90

Total Reimbursement: \$ 826.90

Employee Signature:  Approval: 

**PAID**  
 12/23/99 #17268



Ivewit.com LLC

Reimbursement Report

Employee: Brian Utley

Date Submitted: 12/19/99

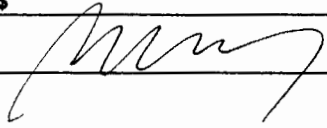
Local Travel Expenses


Date	Miles	From	To	Purpose	Total @ \$0.31	Parking	Tolls	Trip Total
12/9/99	400	Boca Raton	Orlando and Return	MPI meeting with R3D	124.00		21.80	145.80
<b>Total</b>					124.00		21.80	145.80

Miscellaneous Expenses

Date	Item	Total
11/29/99	Meals	13.50
9/27/99	Telephones	83.63
12/7/99	Working Lunch, Ray Joa, Eliot Bernstein, Brian Utley	28.44
12/5/99	Parts for sound black box	6.97
<b>Total</b>		132.54

Total Reimbursement: \$ 2 ① \$278.34

Employee Signature: 

Approval: 

**PAID**  
 12/23/99 #A 1267









# Ivewit.com LLC

## Reimbursement Report

Employee: Brian Utley

Date Submitted: 12/30/99

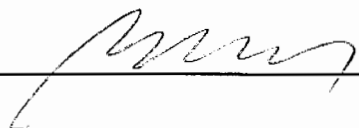
### Local Travel Expenses

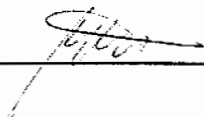
Date	Miles	From	To	Total @ \$0.31	Parking	Tolls	Trip Total
<b>Total</b>							

### Miscellaneous Expenses

Date	Item	Total
12/30/99	Kathy's Gazebo Café	650.00
<b>Total</b>		650.00

Total Reimbursement: \$ 20 \$650.00

Employee Signature: 

Approval: 

# Ivewit.com LLC

## Reimbursement Report

Employee: Brian Utley

Date Submitted: 12/17/99

### Local Travel Expenses

Date	Miles	From	To	Total @ \$0.31	Parking	Tolls
Total						

### Miscellaneous Expenses

Date	Item	Total
12/17/99	Video Equipment	10,417.37
Total		50 10,417.37

<b>Total Reimbursement: \$</b>	<b>\$10,417.37</b>
--------------------------------	--------------------

Employee Signature: 

Approval: 

# Ivewit.com LLC

## Reimbursement Report

Employee: Brian Utley

Date Submitted: 1/6/00

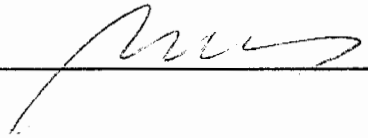
### Local Travel Expenses

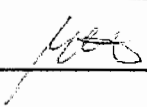
Date	Miles	From	To	Total @ \$0.31	Parking	Tolls	Trip Total
<b>Total</b>							

### Miscellaneous Expenses

Date	Item	Total
12/5/99	Refrigerator	617.99
<b>Total</b>		617.99

<b>Total Reimbursement: \$</b>	<b>Ξ0</b>	<b>\$617.99</b>
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Employee Signature: 

Approval: 



# Ivewit.com LLC

## Reimbursement Report

Employee: Brian Utley

Date Submitted: 1/14/00

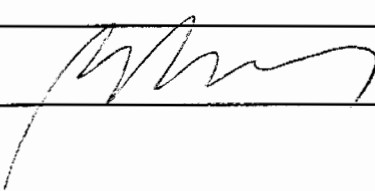

### Local Travel Expenses

Date	Miles	From	To	Total @ \$0.31	Parking	Tolls	Trip Total
<b>Total</b>							

### Miscellaneous Expenses

Date	Item	Total
1/14/00	Macaroni Grill - lunch with Chris Wheeler	20.93
<b>Total</b>		20.93

<b>Total Reimbursement: \$</b>	<b>\$20.93</b>
--------------------------------	----------------

Employee Signature:  Approval: 

# Ivewit.com LLC

## Reimbursement Report

Employee: Brian Utley

Date Submitted: 1/17/00

### Local Travel Expenses

Date	Miles	From	To	Total @ \$0.31	Parking	Tolls	Trip Total
<b>Total</b>							

### Miscellaneous Expenses

Date	Item	Total
1/15/00	Brewzzi - Patent lunch w/ Jude, Eliot & Zak	22.42
<b>Total</b>		22.42

<b>Total Reimbursement: \$</b>	<b>\$22.42</b>
--------------------------------	----------------

Employee Signature: \_\_\_\_\_ Approval: \_\_\_\_\_

**IVIEWIT.COM, LLC**  
2255 GLADES RD, STE 337-W  
BOCA RATON, FL 33431

1421

63-643/670  
BRANCH 00995

DATE 2/28/00

PAY TO THE ORDER OF Brian Utley \$ 26,649.<sup>10</sup>/<sub>100</sub>

Twenty-six thousand six hundred forty-nine and <sup>10</sup>/<sub>100</sub> DOLLARS



First Union National Bank

R/T 067006432

*[Handwritten signature]*

FOR Expense Reimbursements

⑈00 1421⑈ ⑆067006432⑆ 2000002782748⑈



IVIEWIT 4480.10  
G.L. + 10 + 3362.67  
JERRY LEWIN

Customer Service Page 1 of 8  
800-525-3355  
(24 hours / 7 days)  
www.americanexpress.com

# Platinum Card® Statement of Account

Prepared For  
GERALD R LEWIN

Closing Date February 7, 2000  
Account Number 3713-858362-32005

Previous Card Balance \$	Card Payments/Credits \$	New Card Charges \$	New Card Balance \$
11,487.38	-11,487.43	7,842.82	<b>7,842.77</b>

\* Indicates posting date.

Terms - Payable in full upon receipt of statement.

Please refer to page 6 for important information regarding your account

## Card Transactions for GERALD R LEWIN

Transaction Description	Amount \$
February 4, 2000* PAYMENT RECEIVED - THANK YOU	-4,500.05
February 4, 2000* PAYMENT RECEIVED - THANK YOU	-469.00
February 4, 2000* PAYMENT RECEIVED - THANK YOU	-6,518.38
January 7, 2000 POSITANOS ITALIAN REBOCA RATON FL FOOD/BEVERAGE FOOD-BEV 24.91 WAITER 5.00 Reference: 28208509	29.91
January 12, 2000 NATIONAL FLORA MEDFORD OR FLORIST Reference: 013505001	49.95
January 13, 2000 UNCLE TAI'S BOCA RATON FL FOOD AND BEVERAGE TIP \$6.00 Reference: 000280699	39.66
January 14, 2000 UNCLE TAI'S BOCA RATON FL FOOD AND BEVERAGE TIP \$8.00 Reference: 000280831	49.34

IVIEWIT

↓ Please fold on the perforation below, detach and return with your payment ↓

Continued on reverse →

**PAID** \$4480.10  
3/28/00  
#1420

Transactions Continued

Amount \$

January 15, 2000 2,397.72  
DELL DIRECT SALES COAUSTIN TX  
COMPUTER PRODUCTS 33432  
Reference: 322143645

VIEW IT

January 15, 2000 139.00  
BISTRO CHEZ JOHN PALM BCH FL  
FOOD/BEVERAGE  
FOOD/BEV 118.98  
TIP 20.02  
Reference: 666010053

January 17, 2000 1,566.39  
PC CONNECTION 800-800-0011 NH  
33431  
SOFTWARE  
Reference: 23569095S Rec Number: 0045841422

VIEW IT

January 17, 2000 65.80  
BASKET OF JOY INC BOCA RATON FL  
5734/04-GIFT ITEMS  
Reference: 63114002

January 18, 2000 200.00  
UNITED AIRLINES TKT BY MAIL MI  
From: ORLANDO FL To: WASHINGTON DC Carrier: UA Class: WA  
BOSTON MA UA WA  
WASHINGTON DC UA WA  
ORLANDO FL UA WA  
Ticket Number: 01621479927851 Date of Departure: 03/03  
Passenger Name: LEWIN/JENNIFER P  
Document Type: PASSENGER TICKET

January 18, 2000 200.00  
UNITED AIRLINES TKT BY MAIL MI  
From: ORLANDO FL To: WASHINGTON DC Carrier: UA Class: WA  
BOSTON MA UA WA  
WASHINGTON DC UA WA  
ORLANDO FL UA WA  
Ticket Number: 01621479927862 Date of Departure: 03/03  
Passenger Name: MARZELLA/MICHELLE L  
Document Type: PASSENGER TICKET

Continued on next page



Cards

Prepared For  
GERALD R LEWIN

Account Number  
3713-858362-32005

Page 3 of 8

Closing Date  
February 7, 2000

Transactions Continued

Amount \$

January 18, 2000 200.00

UNITED AIRLINES TKT BY MAIL MI

From:	To:	Carrier:	Class:
ORLANDO FL	WASHINGTON DC	UA	WA
	BOSTON MA	UA	WA
	WASHINGTON DC	UA	WA
	ORLANDO FL	UA	WA

Ticket Number: 01621479927873 Date of Departure: 03/03  
 Passenger Name: BOURNE/JODIE J  
 Document Type: PASSENGER TICKET

January 18, 2000 113.81

UNCLE TAI'S BOCA RATON FL  
FOOD AND BEVERAGE  
TIP \$20.00

Reference: 000281417

January 20, 2000 224.72

DELL DIRECT SALES COAUSTIN TX  
COMPUTER PRODUCTS 33432

Reference: 324077973

VIEW IT

January 21, 2000 30.45

EXXON COMPANY USA BOCA RATON FL  
FUEL/MISC 7596317466

Reference: EXXON Rec Number: 240651

January 22, 2000 29.63

DELL DIRECT SALES COAUSTIN TX  
COMPUTER PRODUCTS 33432

Reference: 325373181

VIEW IT

January 22, 2000 66.34

EAST CITY BISTRO DELRAY BEACH FL  
RESTAURANT FOOD AND BEV  
FOOD/BEV 56.34  
TIP 10.00

Reference: 205010231

January 24, 2000 130.91

NYT HOME DELIVERY CI800-NY-TIMES NJ  
CONTINUITY/SUBSCRIPTION

Reference: 075351585 Rec Number: 0020727387

January 24, 2000 39.00

TRAVEL & LEISURE MAGAZINE  
323362669 THANKS FOR YOUR RENEWAL

January 26, 2000 860.00

ASPEN DOMAIN INC ASPEN CO  
FURNITURE/ACC

Reference: 77199202

January 27, 2000 167.09

3COM CORPORATION SANTA CLARA CA  
NETWORKING

Reference: 12982 Rec Number: 0048361133

VIEW IT

January 28, 2000 20.99

UNCLE TAI'S BOCA RATON FL  
FOOD AND BEVERAGE  
TIP \$3.50

Reference: 000282971

January 29, 2000 59.70

RENZO'S OF BOCA BOCA RATON FL  
FOOD/BEVERAGE  
FOOD-BEV 59.70

Reference: 77993521

January 31, 2000 17.73

BANGKOK THAI CUISINE BOCA RATON FL  
FOOD/BEVERAGE  
FOOD 14.73  
TIP 3.00

Reference: 23301876

07378 R05A2P48 02180

Continued on reverse

Transactions Continued		Amount \$
<b>February 1, 2000</b>		26.10
TAVERN IN THE GREENEBOCA RATON	FL	
EATING PLACES AND RESTA		
Reference: 003345168		
<b>February 3, 2000</b>		307.95
CHEAP TICKETS 002024(707) 263-0654		
DIRECT MARKETER		
Reference: 002250640		
<b>February 3, 2000</b>		44.60
BASKET OF JOY INC	BOCA RATON FL	
5734/04-GIFT ITEMS		
Reference: 63114002		
<b>February 4, 2000</b>		32.72
EXXON COMPANY USA	BOCA RATON FL	
FUEL/MISC 7596317466		
Reference: EXXON Rec Number: 394600		
<b>February 4, 2000</b>		31.24
SUNDY HOUSE	DELRAY BEACH FL	
RESTAURANT		
FOOD-BEV	26.24	
WAITER	5.00	
Reference: 26130671		
<b>February 4, 2000</b>		76.53
SUNDY HOUSE	DELRAY BEACH FL	
RESTAURANT		
FOOD-BEV	64.53	
WAITER	12.00	
Reference: 26130605		
<b>Activity for GERALD R LEWIN</b>		
	New Charges	7,217.28
	Payments/Credits	-11,487.43

*W. LEWIN*

**Card Transactions for BARBARA S LEWIN**

Card 3713-858362-31031

<b>January 8, 2000</b>		10.40
EXXON COMPANY USA	BOCA RATON FL	
FUEL/MISC 7596317466		
Reference: EXXON Rec Number: 100617		
<b>January 13, 2000</b>		16.60
EXXON COMPANY USA	BOCA RATON FL	
FUEL/MISC 7596317466		
Reference: EXXON Rec Number: 154603		
<b>January 15, 2000</b>		190.80
BURDINES	BOCA RATON FL	
DESIGNER HANDBAGS		
Reference: 182019806 Rec Number: 1802019806		
<b>January 15, 2000</b>		13.13
TOOJAY'S OF BOCA RATON	BOCA RATON FL	
FOOD/BEVERAGE		
FOOD/BEV	13.13	
Reference: 839010046		
<b>January 16, 2000</b>		26.98
LUCILLES BAD TO THE BOCA RATON	FL	
FOOD/BEVERAGE		
FOOD-BEV	26.98	
Reference: 61110133		
<b>January 19, 2000</b>		23.29
CHILI'S RESTAURANT	BOCA RATON FL	
FOOD/BEV		
Reference: 002080371		



Cards

Prepared For  
GERALD R LEWIN

Account Number  
3713-858362-32005

Page 5 of 8

Closing Date  
February 7, 2000

Transactions Continued	Amount \$
<b>January 19, 2000</b> OTM ADVISORS BOCA RAT FL MOBIL OIL GAS OR OTHER QJ23789 Reference: 00R QJ23789	19.89
<b>January 19, 2000</b> NEIMAN MARCUS BAL HARBOUR FL LADIES SHOES 61.50 LADIES SHOES 60.00 Reference: 050045613	129.40
<b>January 19, 2000</b> BAL HARBOUR BISTRO SURFSIDE FL FOOD/BEVERAGE FOOD/BEV 19.12 Reference: 001070013	19.12
<b>January 26, 2000</b> OTM ADVISORS BOCA RAT FL MOBIL OIL GAS OR OTHER QJ24050 Reference: 00R QJ24050	21.40
<b>January 30, 2000</b> EILAT CAFE BOCA RATON FL FOOD/BEVERAGE FOOD-BEV 62.52 Reference: 01201401	62.52
<b>February 3, 2000</b> ELEGANT HARDWARE BOCA RATON FL GENERAL MDSE Reference: 000662454	92.01
<b>Activity for BARBARA S LEWIN</b>	New Charges 625.54 Payments/Credits 0.00
<b>Total of Card Activity</b>	New Charges 7,842.82 Payments/Credits -11,487.43

07379 #05A2P46 021B0



**IVIEWIT.COM, LLC**

2255 GLADES RD, STE 337-W  
BOCA RATON, FL 33431

1420

63-643/670  
BRANCH 00995

DATE 2/28/00

PAY TO THE  
ORDER OF American Express

\$ 4480.10/100

Four thousand four hundred eighty and 10/100 DOLLARS



First Union National Bank

R/T 067006432

FOR \_\_\_\_\_

⑈001420⑈ ⑈067006432⑈ 2000002782748⑈

HARLAND 1998

## DEFERRED SALARIES - 2.27.00

### Eliot Bernstein

<u>Gross Accrual</u>	<u>Net Accrual</u>	<u>Period</u>	<u>Amounts Paid</u>	<u>Date Paid</u>	<u>Total Remaining Net Accrual</u>
\$ 7,500.00	\$ 5,000.00	7/31/1999	\$ 400.00	8/31/1999	
\$ 15,000.00	\$ 10,000.00	8/31/1999	\$ 5,000.00	9/3/1999	
\$ 15,000.00	\$ 10,000.00	9/31/99	\$ 3,000.00	9/7/1999	
\$ 7,500.00	\$ 5,000.00	10/31/1999	\$ 5,000.00	9/15/1999	
\$ 1,000.00	\$ 1,000.00	AJE reversal			
\$ 15,000.00	\$ 10,000.00	11/30/1999	\$ 5,000.00	9/30/1999	
\$ 15,000.00	\$ 10,000.00	12/30/1999	\$ 5,000.00	10/14/1999	
\$ 15,000.00	\$ 10,000.00	1/31/2000	\$ 2,500.00	11/24/1999	
\$ 7,500.00	\$ 5,000.00	2/15/2000	\$ 2,500.00	12/3/1999	
\$ (7,946.50)	\$ (7,946.50)	AJE-Comp.	\$ 2,500.00	12/8/1999	
			\$ 2,500.00	12/15/1999	
			\$ 1,500.00	12/27/1999	
			\$ 191.80	beg. Jan	
			\$ 24.25	1/8/2000	
			\$ 148.15	1/25/2000	
			\$ 2,000.00	2/11/2000	
			\$ 2,000.00	2/15/2000	
			\$ 200.82	2/22/2000	
			\$ 2,000.00	2/23/2000	
			\$ 4,000.00	2/28/2000	
			\$ 1,000.00	2/28/2000	
<u>\$ 90,553.50</u>	<u>\$ 58,053.50</u>		<u>\$ 46,465.02</u>		\$ 44,088.48
					\$ 11,588.48



Technology Resources

6401 Congress Ave. Suite 110  
Boca Raton, Florida 33487  
(561) 982-8877

TO: **Iviewit.com**

DUPLICATE Invoice # 18854  
Invoice Date: 02/27/2000

<u>Employee Name</u>	<u>Week Ending</u>	<u>Reg. Hours</u>	<u>O.T. Hours</u>	<u>Rate</u>	<u>TOTAL \$</u>
Tammy Raymond	02/27/2000	61.25		\$45.00/hr	\$2756.25
<b>TOTAL:</b>					<b><u>\$2756.25</u></b>

**P A I D**  
2/29/2000  
# 1422

**LAW OFFICES  
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.**

**THE CHANCERY  
190 WILLIS AVENUE  
MINEOLA, NEW YORK 11501  
(516) 747-0300**

**DATE: March 31, 2000      TIME: 4:16PM**

**Telecopier Message From: NICOLE PINOU  
of Meltzer, Lippe, Goldstein & Schlissel, P.C.**

**Please deliver the following pages to:**

<b>TO:</b>	ERICA LEWIN
<b>OF:</b>	IVIEWIT.COM, LLC
<b>FAX NUMBER:</b>	561-999-8810
<b>NUMBER OF PAGES, INCLUDING THIS COVER PAGE:</b> <u>6</u>	
<b>COMMENTS/INSTRUCTIONS:</b>	
Please see attached. Thank you.	
<small>THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA U.S. POSTAL SERVICE. THANK YOU.</small>	

LAW OFFICES  
**MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.**

190 WILLIS AVENUE, MINEOLA, NY 11501

TELEPHONE: (516) 747-0300

FACSIMILE: (516) 747-0653

INTERNET: www.mlg.com

RICHARD A. LIPPE	STEPHEN W. BREITSTONE
SMELDON H. GOLDSTEIN*	THOMAS J. MCGOWAN
LEWIS S. MELTZER	ARNOLD S. KLEIN*
CHARLES A. BILICH	KEITH M. WERDWITHMER, III†
ALAN L. MITTMAN	ELENA KARABATOS
BRIAN E. CONNEELY	LORETTA M. GASTWIRTH
JOSEPH KATZ	KONALD F. POEPLER
DAVID I. SCHAPPER	JONATHAN M. HOFFMAN
RICHARD GARRIELE	ALAN C. EDERER
STEPHEN W. SCHLISSEL	BRUCE J. ZABARAUSKAS

WRITER'S DIRECT EXT

## COUNSEL

BERNARD TANNENBAUM	MADLYN SPATT SHULMAN
GABRIEL B. KOHN	RAYMOND A. JOAO**
RICHARD REICHLER	MITCHELL H. LEVITIN
HERBERT W. SOLOMON P.C.	GARY M. MELTZER
GERALD P. HALPERN	ALLAN E. BINOER
BARRY J. FISHER	FRANK J. MARTINEZ

MICHAEL J. SCHAPPER	MICHAEL H. MASRI
JONATHAN D. FARRELL*	GREG ZUCKER
NOEL C. BONILLA	LAUREN M. GRAY
JEFFREY A. FLEISCHMAN*	DEBRA A. CLEMENT
MARC T. FINER	

ALSO ADMITTED IN:

March 31, 2000

\* MA  
 \* NJ  
 † NJ & CT

\* CT  
 \* FL  
 \* REGISTERED PATENT ATTY

**VIA TELEFAX 561-999-8810**

Ms. Erica Lewin  
 iviewit.com LLC  
 2255 Glades Road  
 Suite 337 West  
 Boca Raton, FL 33431-7360

Re: PCT Patent Application  
 Applicant : Eliot I. Bernstein  
 Title : **APPARATUS AND METHOD FOR PRODUCING  
 ENHANCED DIGITAL IMAGES**  
 Filing Date : March 23, 2000  
 Our Ref. No. : 5865-10

Dear Ms. Lewin:

Please find attached herewith a statement for the above-identified matter.

If you should have any questions or comments, please do not hesitate to contact me.

Sincerely,

*Raymond A. Joao*  
 Raymond A. Joao

RAJ:nep  
 Enclosures

March 31, 2000

IVIEWIT.Com LLC  
One Boca Place  
2255 Glades Road  
Suite 337 West  
Boca Raton, FL 33431-7360

05865

For legal services rendered  
through the month of March,  
2000 and not previously billed:

Provisional Patent Application  
Disbursements

\$4,712.50

\$2,129.75

\$6,842.25

LESS PREVIOUS CREDIT BALANCE

*check #1509 ←* (\$10,000.00)

REMAINING CREDIT BALANCE

( \$3,157.75)

SEE ATTACHED DETAIL  
RAJ

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.  
 190 Willis Avenue  
 Mineola, NY 11501

March 31, 2000

Bill Number 00001  
 Client Number 05865-0100

IVIEWIT.Com LLC  
 One Boca Place  
 2255 Glades Road  
 Suite 337 West  
 Boca Raton, FL 33431-7360

Through March 31, 2000

Matter: PCT Patent Application  
 Client Number 05865-0100

Date	Description	Time	Value
Raymond A. Joao			
03/16/00	Preparing PCT application, review of application.	1.50 Hrs	\$487.50
03/20/00	5865-10 MOVE TIME WHEN OPEN Prepared PCT application.	1.50 Hrs	\$487.50
03/21/00	5865-10 MOVE TIME WHEN OPEN Prepared PCT drawings and documents.	2.00 Hrs	\$650.00
03/22/00	5865-10 MOVE TIME OVER WHEN OPEN Prepared PCT application and documents.	7.00 Hrs	\$2,275.00
03/23/00	5865-10 MOVE TIME WHEN OPEN Reviewed PCT application and supporting documents.	2.50 Hrs	\$812.50
ATTORNEY TOTAL		14.50 Hrs	\$4,712.50
			\$4,712.50
LEGAL SERVICES SUMMARY			
Raymond A. Joao		14.50 Hrs	\$4,712.50
		-----	-----
		14.50 Hrs	\$4,712.50
DISBURSEMENTS			
EXPRESS MAIL			
02/26/00	ACCT 115533	11.75	\$11.75

IVIEWIT.Com LLC

Matter: Provisional Patent Application  
Client Number 05865-0100

PTO FEES		
03/22/00	Commissioner of Patents & Trademarks	2,118.00
		\$2,118.00
	TOTAL DISBURSEMENTS	\$2,129.75



IVIEWIT.Com LLC

---

TOTAL FEES	4,712.50	TOTAL DISBURSEMENTS	2,129.75
LESS RETAINER	4,712.50	LESS RETAINER	2,129.75
BALANCE DUE		BALANCE DUE	
TOTAL FEES AND DISBURSEMENTS		6,842.25	

\*\* MATTER SUMMARY \*\*

MATTER		HOURS	VALUE	DISBURSEMENTS
00100	PCT Patent Application	14.50	4,712.50	2,129.75
		14.50	4,712.50	2,129.75

\*\* ATTORNEY/LEGAL ASSISTANT SUMMARY \*\*

ATTORNEY/LEGAL ASSISTANT	HOURS	VALUE
Raymond A. Joao	14.50	4,712.50
	14.50	4,712.50

---

Law Offices  
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.  
The Chancery  
190 Willis Avenue, Mineola, NY 11501  
(516) 747-0300  
Facsimile: (516) 747-0653

DATE: January 26, 2000

TELECOPIER MESSAGE FROM:

Raymond A. Joo OF MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME: Ms. Erica Lewin

OF: iviewit.com, LLC

FAX NUMBER: (561) 999-8810

TOTAL NUMBER OF PAGES INCLUDING THIS INFORMATION SHEET: 3

TRANSMITTING FROM A XEROX TELECOPIER 702J

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL US BACK AS SOON AS POSSIBLE AT (516) 747-0300, ext. 240.

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LAW OFFICES  
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

180 WILLIS AVENUE, MINEOLA, NY 11501

TELEPHONE: (516) 747-0300

FACSIMILE: (516) 747-0663

INTERNET: www.mlg.com

RICHARD A. LIPPE	STEPHEN M. BREITSTONE
SHELDON R. GOLDSTEIN	THOMAS J. MCGOWAN
LEWIS S. MELTZER	ARNOLD S. KUZIN
CHARLES A. DIUCH	KEITH B. KERRMETHEN, III
ALAN J. HITMAN	ELLEN KUZUBAYOS
DEAN S. CONNEELY	LORETTA W. GASTWIRTH
JOSEPH KATZ	RONALD E. DOERBLIN
DAVID I. SCHAEFFER	JONATHAN M. HOFFMAN
RICHARD GABRIELE	ALAN C. EDERER
STEPHEN W. SCHLISSEL	BRUCE J. ZABARAUSKAS

WRITER'S DIRECT EXT

COUNSEL

BERNARD TANNENBAUM	MADelyn SPATT BRULMAN
GABRIEL S. KOHN	RAYMOND A. JOAO
RICHARD REICHLER	MITCHELL H. LEVITIN
HERBERT W. SOLOMON, P.C.	GARY M. MELTZER
GERALD P. HALPREN	ALLAN D. BINDER
BARRY J. FISHER	FRANK J. MARTINEZ

MICHAEL J. SCHAEFFER	MICHAEL H. MAJORI
JONATHAN D. FARRELL	BRIE ZUCKER
NOEL C. SCHILLA	OWEN R. GRAY
JUDITH A. SIEGEMAN	DEBRA A. CLEMENT
MARCY T. FINER	

ALSO ADMITTED IN:

PA  
NJ  
IL

ACT  
SFL  
REGISTERED PATENT ATTORNEY

January 26, 2000

VIA FACSIMILE AND FIRST CLASS MAIL

Ms. Erica Lewin  
iviewit.com, LLC  
One Boca Place  
2255 Glades Road  
Suite 337 West  
Boca Raton, FL 33431-7360


Re: Debit Note  
Our Reference No. : 5865

Dear Ms. Lewin:

Enclosed herewith please find our bill for legal services rendered to date.

Please do not hesitate to contact me if you have any questions.

Sincerely yours,  
MELTZER, LIPPE, GOLDSTEIN  
& SCHLISSEL, P.C.

By:   
Raymond A. Joao

RAJ/mb  
Enc.

## LAW OFFICES

MELTZER, LIPPE, GOLDSTEIN &amp; SCHLISSEL, P.C. No. 65538

THE CHANCERY  
190 WILLIS AVENUE, MINEOLA, NY 11501  
(516) 747-0300

January 24, 2000

IVIEWIT.Com LLC  
One Boca Place  
2255 Glades Road  
Suite 337 West  
Boca Raton, FL 33431-7360

CLIENT NO. 05865

## FOR PROFESSIONAL SERVICES RENDERED

For legal services rendered  
through the month of January,  
2000 and not previously billed:

Apparatus & Method for Providing Enhanced Digital Imagery from a Film Image	\$300.00
Misc. Intellectual Property Matters	\$12,725.00
Provisional Patent Application	\$135.00
Disbursements	<u>\$84.65</u>
TOTAL THIS INVOICE	<u>\$13,244.65</u>

SEE ATTACHED DETAIL

ACCOUNT STATUS

PREVIOUS BALANCE DUE	\$0.00
TOTAL THIS INVOICE	<u>13,244.65</u>
NEW TOTAL BALANCE	\$13,244.65

RAJ

"The amount shown above is due and payable in full upon receipt of this invoice. We accept American Express for payment.  
To charge this invoice on your credit card, please call (516) 747-0300. Thank you."

"To assure proper credit please return copy with remittance."

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.  
190 Willis Avenue  
Mineola, NY 11501

February 10, 2000

Bill Number 65754  
Client Number 05865

IVIEWIT.Com LLC  
One Boca Place  
2255 Glades Road  
Suite 337 West  
Boca Raton, FL 33431-7360

Through January 31, 2000

Matter: Apparatus & Method for Providing Enhanced  
Digital Imagary from a Film Image  
Client Number 05865-00010

DISBURSEMENTS

PHOTOCOPIES

01/31/00 Photocopies	10.80	\$10.80
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FEDERAL EXPRESS

01/27/00 FEDERAL EXPRESS	31.10	\$31.10
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TOTAL DISBURSEMENTS		\$41.90
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IVIEWIT.Com LLC

Matter: Misc. Intellectual Property Matters  
Client Number 05865-00020

Date	Description	Time	Value
Raymond A. Joao			
01/22/00	Conference with E. Bernstein re: general IP matters.	0.80 Hrs	\$240.00
01/25/00	Conferece with E. Bernstein re: file materials.	0.20 Hrs	\$60.00
01/26/00	Reviewed files and gathered materials and conference with B. Utley re: strategies.	3.50 Hrs	\$1,050.00
01/27/00	Reviewed notes and documents pursuant to iviewit request.	2.50 Hrs	\$750.00
	ATTORNEY TOTAL	7.00 Hrs	\$2,100.00
			\$2,100.00

LEGAL SERVICES SUMMARY

Raymond A. Joao	7.00 Hrs	\$2,100.00
	----	-----
	7.00 Hrs	\$2,100.00

DISBURSEMENTS

PHOTOCOPIES

01/31/00	Photocopies	4.80	\$4.80
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POSTAGE

01/26/00		0.55	\$0.55
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TOTAL DISBURSEMENTS	\$5.35
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IVIEWIT.Com LLC

Matter: Provis.Pat App-Apparatus & Method for Producing  
Enhanced Video Images  
Client Number 05865-00030

DISBURSEMENTS

PHOTOCOPIES

01/31/00 Photocopies

4.60

\$4.60

TOTAL DISBURSEMENTS

\$4.60

IVIEWIT.Com LLC

Matter: Prov.Pat.App-Apparatus & Method for Playing  
Video Files Across the Internet  
Client Number 05865-00040

DISBURSEMENTS

PHOTOCOPIES

01/31/00 Photocopies

14.40

\$14.40

TOTAL DISBURSEMENTS

\$14.40



IVIEWIT.Com LLC

Matter: Prov.Pat.App-Apparatus & Method f/Producing  
Enhanced Digital Images and/or Digital Video Files  
Client Number 05865-00050

DISBURSEMENTS

PHOTOCOPIES

01/31/00 Photocopies

10.80

\$10.80

TOTAL DISBURSEMENTS

\$10.80

IVIEWIT.Com LLC

Matter: PROV.PAT.APP.-Apparatus & Method f/Producing  
Enhanced Digital Images  
Client Number 05865-00060

DISBURSEMENTS

PHOTOCOPIES			
01/31/00 Photocopies		10.20	\$10.20
	TOTAL DISBURSEMENTS		\$10.20

IVIEWIT.Com LLC

Matter: PROV.PAT.APP.-Apparatus & Method f/Producing  
Enhanced Video Images and/or Video Files  
Client Number 05865-00070

DISBURSEMENTS

PHOTOCOPIES

01/31/00 Photocopies

10.00

\$10.00

TOTAL DISBURSEMENTS

\$10.00

IVIEWIT.Com LLC

Matter: Provisional Patent Application  
Client Number 05865-00080

DISBURSEMENTS

PHOTOCOPIES

01/31/00 Photocopies

71.40

\$71.40

TOTAL DISBURSEMENTS

\$71.40

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TOTAL FEES	2,100.00	TOTAL DISBURSEMENTS	168.65
LESS RETAINER		LESS RETAINER	
BALANCE DUE	2,100.00	BALANCE DUE	168.65
TOTAL FEES AND DISBURSEMENTS		2,268.65	

\*\* MATTER SUMMARY \*\*

MATTER	HOURS	VALUE	DISBURSEMENTS
00010 Apparatus & Method for Providing			41.90
00020 Misc. Intellectual Property Matt	7.00	2,100.00	5.35
00030 Provis.Pat App-Apparatus & Metho			4.60
00040 Prov.Pat.App-Apparatus & Method			14.40
00050 Prov.Pat.App-Apparatus & Method			10.80
00060 PROV.PAT.APP.-Apparatus & Method			10.20
00070 PROV.PAT.APP.-Apparatus & Method			10.00
00080 Provisional Patent Application			71.40
	7.00	2,100.00	168.65

\*\* ATTORNEY/LEGAL ASSISTANT SUMMARY \*\*

ATTORNEY/LEGAL ASSISTANT	HOURS	VALUE
Raymond A. Joao	7.00	2,100.00
	7.00	2,100.00

---

**IVIEWIT.COM, LLC**  
2255 GLADES RD, STE 337-W  
BOCA RATON, FL 33431


1432

63-643/670  
BRANCH 00995

DATE 3/1/00

PAY TO THE ORDER OF Meltzer, Lippe, Goldstein & Schlissel, P.C. \$ 13,244.65/100

*Thirteen thousand two hundred forty-four and 65/100* — DOLLARS

 First Union National Bank  
R/T 067006432

FOR Invoice 65538

⑈001432⑈ ⑆067006432⑆ 2000002782748⑈

MARKED 1998

LAW OFFICES  
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

190 WILLIS AVENUE, MINEOLA, NY 11501

TELEPHONE: (516) 747-0300

FACSIMILE: (516) 747-0653

INTERNET: www.mlg.com

RICHARD A. LIPPE  
SHELDON M. GOLDSTEIN\*  
LEWIS S. MELTZER  
CHARLES A. BILICH  
ALAN L. MITTMAN  
BRIAN S. CONNEELY  
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JONATHAN M. HOFFMAN  
ALAN C. EDERER  
BRUCE J. ZABARAUSKAS

WRITER'S DIRECT EXT.

COUNSEL

BERNARD TANNENBAUM  
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BARRY J. FISHER

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JEFFREY A. FLEISCHMAN\*  
MARC T. FINER

MICHAEL H. MASRI  
GREG ZUCKER  
LAUREN M. GRAY  
DEBRA A. CLEMENT

ALSO ADMITTED IN:

\* MA  
° NJ  
† NJ & CT

° CT  
§ FL  
\* REGISTERED PATENT ATTY

January 26, 2000

VIA FACSIMILE AND FIRST CLASS MAIL

Ms. Erica Lewin  
iviewit.com, LLC  
One Boca Place  
2255 Glades Road  
Suite 337 West  
Boca Raton, FL 33431-7360


Re: Debit Note  
Our Reference No. : 5865

Dear Ms. Lewin:

Enclosed herewith please find our bill for legal services rendered to date.

Please do not hesitate to contact me if you have any questions.

Sincerely yours,  
MELTZER, LIPPE, GOLDSTEIN  
& SCHLISSEL, P.C.

By:   
Raymond A. Joao

RAJ/mb  
Enc.

LAW OFFICES

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C. No. 65538

THE CHANCERY  
190 WILLIS AVENUE, MINEOLA, NY 11501  
(516) 747-0300

January 24, 2000

IVIEWIT.Com LLC  
One Boca Place  
2255 Glades Road  
Suite 337 West  
Boca Raton, FL 33431-7360

CLIENT NO. 05865

FOR PROFESSIONAL SERVICES RENDERED

For legal services rendered  
through the month of January,  
2000 and not previously billed:

Apparatus & Method for Providing Enhanced Digital Imagary from a Film Image	\$300.00
Misc. Intellectual Property Matters	\$12,725.00
Provisional Patent Application	\$135.00
Disbursements	<u>\$84.65</u>
TOTAL THIS INVOICE	<u>\$13,244.65</u>

SEE ATTACHED DETAIL

*999 Expenses 20 6589.00*

ACCOUNT STATUS

PREVIOUS BALANCE DUE	\$0.00
TOTAL THIS INVOICE	<u>13,244.65</u>
NEW TOTAL BALANCE	\$13,244.65

RAJ



LAW OFFICES

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C. No. 65538

THE CHANCERY  
190 WILLIS AVENUE, MINEOLA, NY 11501  
(516) 747-0300

January 24, 2000

IVIEWIT.Com LLC  
One Boca Place  
2255 Glades Road  
Suite 337 West  
Boca Raton, FL 33431-7360

CLIENT NO. 05865

---

FOR PROFESSIONAL SERVICES RENDERED

For legal services rendered  
through the month of January,  
2000 and not previously billed:

Apparatus & Method for Providing Enhanced Digital Imagary from a Film Image	\$300.00
Misc. Intellectual Property Matters	\$12,725.00
Provisional Patent Application	\$135.00
Disbursements	<u>\$84.65</u>
TOTAL THIS INVOICE	<u><u>\$13,244.65</u></u>

SEE ATTACHED DETAIL

ACCOUNT STATUS

PREVIOUS BALANCE DUE	\$0.00
TOTAL THIS INVOICE	<u>13,244.65</u>
NEW TOTAL BALANCE	\$13,244.65

RAJ

MELTZER, LIPPE, GOLDSTEIN & SCHLISSER, P.C.  
190 Willis Avenue  
Mineola, NY 11501

January 24, 2000

Bill Number 65538  
Client Number 05865

IVIEWIT.Com LLC  
One Boca Place  
2255 Glades Road  
Suite 337 West  
Boca Raton, FL 33431-7360

Through January 21, 2000

Matter: Apparatus & Method for Providing Enhanced  
Digital Imagary from a Film Image  
Client Number 05865-00010

Date	Description	Time	Value
Raymond A. Joao 12/30/99	Review Assignment papers.	1.00 Hrs	\$300.00
	ATTORNEY TOTAL	1.00 Hrs	\$300.00
			Ⓞ \$300.00
LEGAL SERVICES SUMMARY			
Raymond A. Joao		1.00 Hrs	\$300.00
	----	-----	
	1.00 Hrs	\$300.00	
DISBURSEMENTS			
PHOTOCOPIES			
12/31/99	Photocopies	10.80	
			Ⓞ \$10.80
FEDERAL EXPRESS			
12/06/99	FEDERAL EXPRESS	Ⓞ 14.74	
12/22/99	FEDERAL EXPRESS	L 14.74	
01/04/00	FEDERAL EXPRESS	28.30	
			\$57.78
POSTAGE			
01/03/00		1.87	
			\$1.87
	TOTAL DISBURSEMENTS		\$70.45

Page 1

20<sup>3</sup> 340.28

4)

IVIEWIT.Com LLC

Matter: Misc. Intellectual Property Matters  
Client Number 05865-00020

Date	Description	Time	Value
Raymond A. Joao			
12/06/99	5865-8 - NEW MATTER MOVE TIME WHEN OPEN - Travel to Boca Raton for client conferences, meeting with client.	4.50 Hrs	①\$1,350.00
12/07/99	5865-8 - NEW MATTER MOVE TIME WHEN OPEN - Conference at IVIEWIT, prepared patent application.	8.00 Hrs	\$2,400.00
12/09/99	Conference at IVIEWIT, prepared filing papers for patent application, reviewed and revised draft and employment/non-disclosure agreement and travel to New York.	9.50 Hrs	\$2,850.00
12/08/99	5865-8 - NEW MATTER MOVE TIME WHEN OPEN - Conference at IVIEWIT with B. Utley, E. Bernstein.	8.00 Hrs	\$2,400.00
12/13/99	Research re: special application petition.	0.50 Hrs	\$150.00
12/20/99	Conference with G. Coleman and attended to due diligence matters.	0.60 Hrs	\$180.00
12/21/99	Attended to IP matter re: patent assignments.	0.50 Hrs	\$150.00
12/22/99	Reviewed and revised Assignments.	1.00 Hrs	\$300.00
01/03/00	Reviewed and filed 8 Assignments for IVIEWIT patent portfolio.	2.80 Hrs	\$840.00
01/11/00	Conference with E. Bernstein, B. Utley and C. Wheeler.	1.00 Hrs	\$300.00
01/12/00	Attended to general matters, drafted IP description, conferences with E. Bernstein, and reviewed files.	2.00 Hrs	\$600.00
01/13/00	Reviewed assignments and conferences with E. Bernstein and B. Utely, drafted letter with iviewit.	2.00 Hrs	\$600.00
01/17/00	Conference with B. Utley and attended to gathering evidentiary materials.	1.60 Hrs	\$480.00
ATTORNEY TOTAL		42.00 Hrs	\$12,600.00
Frank J. Martinez			
12/29/99	Review of Assignment documents;	0.50 Hrs	①\$125.00

IVIEWIT.Com LLC

Matter: Misc. Intellectual Property Matters  
Client Number 05865-00020

Date	Description	Time	Value
	Frank J. Martinez telephone confernce with counsel at Proskauer Rose.		
	ATTORNEY TOTAL	0.50 Hrs	\$125.00
			\$12,725.00

LEGAL SERVICES SUMMARY

Frank J. Martinez	0.50 Hrs	\$125.00
Raymond A. Joao	42.00 Hrs	\$12,600.00
	-----	-----
	42.50 Hrs	\$12,725.00

IVIEWIT.Com LLC

Matter: Provis.Pat App-Apparatus & Method for Producing  
Enhanced Video Images  
Client Number 05865-00030

DISBURSEMENTS

PHOTOCOPIES

12/31/99 Photocopies

① 3.40

\$3.40

TOTAL DISBURSEMENTS

\$3.40

② 3.40

IVIEWIT.Com LLC

Matter: Prov.Pat.App-Apparatus & Method for Playing  
Video Files Across the Internet  
Client Number 05865-00040

DISBURSEMENTS

PHOTOCOPIES  
12/31/99 Photocopies

20<sup>81</sup> ① 5.60

\$5.60

TOTAL DISBURSEMENTS \$5.60

IVIEWIT.Com LLC

Matter: PROV.PAT.APP.-Apparatus & Method f/Producing  
Enhanced Video Images and/or Video Files  
Client Number 05865-00070

DISBURSEMENTS

PHOTOCOPIES  
12/31/99 Photocopies

2.60

\$2.60

TOTAL DISBURSEMENTS

\$2.60

IVIEWIT.Com LLC

Matter: Provisional Patent Application  
Client Number 05865-00080

Date	Description	Time	Value
Raymond A. Joao 01/14/00	Reviewed filing receipt.	0.20 Hrs	\$60.00
	ATTORNEY TOTAL	0.20 Hrs	\$60.00
Frank J. Martinez 12/30/99	Download forms from USPTO website.	0.30 Hrs	① \$75.00
	ATTORNEY TOTAL	0.30 Hrs	\$75.00
			\$135.00
LEGAL SERVICES SUMMARY			
Frank J. Martinez	0.30 Hrs	\$75.00	
Raymond A. Joao	0.20 Hrs	\$60.00	
	----	-----	
	0.50 Hrs	\$135.00	

DISBURSEMENTS

PHOTOCOPIES			
12/31/99	Photocopies	① 2.60	\$2.60
	TOTAL DISBURSEMENTS		\$2.60

Σ 0<sup>01</sup> 77.60



---

TOTAL FEES	13,160.00	TOTAL DISBURSEMENTS	84.65
LESS RETAINER		LESS RETAINER	
BALANCE DUE	13,160.00	BALANCE DUE	84.65
TOTAL FEES AND DISBURSEMENTS		13,244.65	

\*\* MATTER SUMMARY \*\*

MATTER	HOURS	VALUE	DISBURSEMENTS
00010 Apparatus & Method for Providing	1.00	300.00	70.45
00020 Misc. Intellectual Property Matt	42.50	12,725.00	
00030 Provis.Pat App-Apparatus & Metho			3.40
00040 Prov.Pat.App-Apparatus & Method			5.60
00070 PROV.PAT.APP.-Apparatus & Method			2.60
00080 Provisional Patent Application	0.50	135.00	2.60
	44.00	13,160.00	84.65

\*\* ATTORNEY/LEGAL ASSISTANT SUMMARY \*\*

ATTORNEY/LEGAL ASSISTANT	HOURS	VALUE
Raymond A. Joao	43.20	12,960.00
Frank J. Martinez	0.80	200.00
	44.00	13,160.00

---

LAW OFFICES

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C. No. 65754

THE CHANCERY  
190 WILLIS AVENUE, MINEOLA, NY 11501  
(516) 747-0300

February 10, 2000

IVIEWIT.Com LLC  
One Boca Place  
2255 Glades Road  
Suite 337 West  
Boca Raton, FL 33431-7360

CLIENT NO. 05865

---

FOR PROFESSIONAL SERVICES RENDERED

For legal services rendered  
through the month of January,  
2000 and not previously billed:

Misc. Intellectual Property Matters	\$2,100.00
Disbursements	<u>\$168.65</u>
TOTAL THIS INVOICE	<u><u>\$2,268.65</u></u>

SEE ATTACHED DETAIL

ACCOUNT STATUS

PREVIOUS BALANCE DUE	\$13,244.65
TOTAL THIS INVOICE	<u>2,268.65</u>
NEW TOTAL BALANCE	\$15,513.30

RAJ

**PAID**  
3/1/00  
#1446

"The amount shown above is due and payable in full upon receipt of this invoice. We accept American Express for payment.  
To charge this invoice on your credit card, please call (516) 747-0300. Thank you."

"To assure proper credit please return copy with remittance."

1.191+8  
1.274+8  
2.465+8



**INVOICE**

February 9, 2000

Invoice # 0200-99471  
Davco Job # 0200

**I-VIEW IT.COM**  
ONE BOCA PLACE  
2255 GLADES ROAD  
SUITE 337 W  
BOCA RATON, FL 33431

SCOPE OF WORK AS PER WORK ORDER #5801:

TOTAL MATERIALS ..... \$ 531.50

TOTAL LABOR ..... \$ 742.50

AND PAYABLE ..... **\$1,274.00**

PAYMENT DUE UPON RECEIPT

**PAID**  
3/2/00  
# 1447

*Commercial • EC673 • Industrial*

Palm Beach: (561) 533-5155 • Broward: (954) 426-4232 • Fax: (561) 533-6967 • [www.davcoelectric.com](http://www.davcoelectric.com)

1910 7th Avenue North • Lake Worth, Florida 33461-3807



**ELECTRICAL**  
CONTRACTORS CORP.

**INVOICE**

January 20, 2000

Invoice # 0100-99429  
Davco Job # 0100

**IVIEWIT.COM**

One Boca Place  
2255 Glades Road, Suite 337  
Boca Raton, FL 33431

Attention: **Martha Mantecon**

SCOPE OF WORK AS PER WORK ORDER #5714:

TOTAL MATERIAL .....	\$ 606.80
TOTAL LABOR .....	\$ <u>585.00</u>
TOTAL DUE AND PAYABLE .....	<b>\$1,191.80</b>

**PAYMENT DUE UPON RECEIPT**

*Commercial • EC673 • Industrial*

Palm Beach: (561) 533-5155 • Broward: (954) 426-4232 • Fax: (561) 533-6967 • [www.davcoelectric.com](http://www.davcoelectric.com)

1910 7th Avenue North • Lake Worth, Florida 33461-3807

Woodbury & Associates Photography

6801 NW 15th Way  
 Ft. Lauderdale, 33309  
 (954)977-9000/Fax 977-7045

# Invoice

DATE	INVOICE #
1/26/2000	20026

<b>BILL TO</b>
Viewit

P.O. NO.	TERMS	PROJECT
	NET/15	Lexus 200IX/9242

DESCRIPTION	QTY	RATE	AMOUNT
Lexus 200IX			
Digital Product Shot(s)	5	350.00	1,750.00T
Computer Retouching (Per Hour)	5	100.00	500.00T
QTVR	15	50.00	750.00T
CD Rom	1	200.00	200.00T
Fed Ex Couier Pak	1	15.50	15.50
Florida Sales Tax		6.00%	192.00

**P A I D**  
3/2/00  
 #1448

We appreciate your calling Woodbury & Associates for your photographic needs. Thank you.

**Total** \$3,407.50

Woodbury & Associates Photography

# Invoice

6801 NW 15th Way  
 Ft. Lauderdale, 33309  
 (954)977-9000/Fax 977-7045

DATE	INVOICE #
1/26/2000	20025

<b>BILL TO</b>
I-Viewit Guy Iantoni One Boca Place 2255 Glades Road, Suite 337W Boca Raton, FL 33431

P.O. NO.	TERMS	PROJECT
	NET/15	Slide Shot/9264

DESCRIPTION	QTY	RATE	AMOUNT
Tissue Slide photo shoot.			
Digital Product Shot(s)	1	350.00	350.00T
File Transfers on line	3	25.00	75.00T
First File written to CD	1	50.00	50.00T
Fed Ex Couier Pak	1	15.50	15.50
Florida Sales Tax		6.00%	28.50

We appreciate your calling Woodbury & Associates for your photographic needs. Thank you.

**Total** \$519.00

EMERALD CAPITAL PARTNERS, INC.

February 28, 2000

Mr. Brian Utley  
President and Chief Operating Officer  
iviewit Holdings, Inc.  
Suite 337W  
2255 Glades Road  
Boca Raton, FL 33431

Re: Request for Warrants to be issued and  
Invoice for payment of consulting fees

Dear Brian:

Please find herein a designation request for the Warrants granted under our Agreement dated December 20, 1999, representing 22,500 shares of Non-Voting Class B common shares. We understand that there has been a 10 for 1 reverse split, and therefore, the warrants will now become 2250 five year warrants in iviewit Holdings, Inc. Class B shares. Inasmuch as full vesting became effective today, we are requesting immediate issue under Paragraph 2 of our Agreement, of said warrants. Please issue them "equally" to the following two parties, who are the sole principals of Emerald Capital Partners, Inc.:

1125 five year warrants to: Maurice R. Buchsbaum  
20805 Cipres Way  
Boca Raton, FL 33433  
(ie. 625 warrants @\$166.70 per share, and 500 warrants @\$308.30 per share)

and, 1125 five year warrants to: Eric M. Chen  
340 East 93<sup>rd</sup> Street, #25H  
New York City, NY 10128  
(ie. 625 warrants @\$166.70 per share, and 500 warrants @\$308.30 per share)

We understand the new capitalization reflects about 60,000 shares of A and B common stock. We also understand that the terms and conditions for exercise are adjusted to reflect a 10 for 1 reverse split. Please see that the warrant exercise prices as per our Agreement are also split equally between the parties indicated above, namely 625 warrants for each party at the newly adjusted price of \$166.70 per share, and 500 warrants for each party at the newly adjusted price pf \$308.30 per share. Both parties are "sophisticated investors" as indicated in the Agreement.

February 28, 2000  
page two of two  
Emerald Capital Partners Invoice

Also, we hereby provide you herein with an invoice for our services in connection with the consulting introduction fees for the closing placement made with Alpine Venture Capital Partners L.P. per our Agreement now due upon the closing:

CONSULTING FEE (CASH PORTION) \$70,000.00  
Payable To Emerald Capital Partners, Inc.

*Pd  
3/2/00  
#1450*

And,

5 Year "A" Warrants (same terms as Alpine A shares) 258 Warrants\*  
Please issue immediately "equally" to :  
(Emerald Capital Partners, Inc. "Designees")  
at the closing "strike price" of approx. \$387.59 per A share  
\*representing ten percent of the number of shares issued Alpine at closing.

129 "A" Warrants to: Maurice R. Buchsbaum  
20805 Cipres Way  
Boca Raton, FL 33433

and, 129 "A" Warrants to: Eric M. Chen  
340 East 93<sup>rd</sup> Street, #25 H  
New York City, NY 10128

Please have the check payable to "Emerald Capital Partners, Inc.", and the Warrants immediately issued and sent to :

Emerald Capital Partners, Inc., c/o Maurice R. Buchsbaum,  
20805 Cipres Way, Boca Raton, FL 33433

Finally, we understand that the \$5000 check offered as a 90 day loan to iviewit which is being held by you will be also returned at this time.

Thank you for your prompt attention to our request.

Sincerely yours,



Maurice R. Buchsbaum  
Chief Executive Officer  
Emerald Capital Partners, Inc.



1450

IVIEWIT.COM, LLC  
2255 GLADES RD, STE 337-W  
BOCA RATON, FL 33431

63-643/670  
BRANCH 00995

DATE 3/2/00

PAY TO THE ORDER OF Emerald Capital Partners, Inc.

\$ 70,000.00

00/100

DOLLARS

First Union National Bank  
Member FDIC

Seventy Thousand

**FIRST UNION**  
First Union National Bank  
R/T 067006432

FOR



⑈001450⑈ ⑆067006432⑆ 2000002782748⑈

# Paystub Detail

IVIEWIT.COM, LLC  
 2255 Glades Road, Suite 337W  
 Boca Raton, FL 33431

Check Date: 3/3/2000  
 Check No.: 1452

Pay Period: 02/16/2000 - 02/29/2000

Personal Information	Description	Qty	Rate	Current	YTD	Description	Current	YTD
Brian Utley 1930 SW 8th St. Boca Raton, FL 33486  528-40-3812	Salary			4,166.67	4,166.67			
	Deferred Salary			29,166.69	29,166.69			
	<b>Total</b>			<b>4,166.67</b>	<b>33,333.36</b>			
Earnings and Hours								
				Taxes				
						Federal Withholding	-1,247.92	-9,983.36
						Social Security Employee	-258.34	-2,066.67
						Medicare Employee	-60.41	-483.33
						<b>Total</b>	<b>-1,566.67</b>	<b>-12,533.36</b>
				Pretax Deductions				
						<b>Total</b>		
				Adjustments to Net Pay				
				Taxable Company Contributions				
				Summary				
						Earnings	4,166.67	33,333.36
						Pretax Deductions	0.00	0.00
						Taxes	-1,566.67	-12,533.36
						Adjustments	0.00	0.00
						<b>NET PAY</b>	<b>2,600.00</b>	<b>20,800.00</b>

**P A I D**  
3/3/00  
 #1452

	<u>Used</u>	<u>Available</u>	
Sick	0.00	0.00	
Vacation	0.00	0.00	
	<u>Status</u>	<u>Allowances</u>	<u>Extra</u>
	Single (none)	0	193.92
	Federal FL	0	

# Paystub Detail

IVIEWIT.COM, LLC  
 2255 Glades Road, Suite 337W  
 Boca Raton, FL 33431

Check Date: 3/3/2000  
 Check No.: 1453

Pay Period: 02/16/2000 - 02/29/2000

Personal Information	Description	Qty	Rate	Current	YTD	Description	Current	YTD
Eliot Bernstein 500 SE Mizner Blvd Boca Raton, FL 33432  361-62-2566	Salary			7,500.00	7,500.00			
	Total			7,500.00	7,500.00			
Earnings and Hours								
Taxes								
	Federal Withholding			-1,799.00	-1,799.00			-1,799.00
	Social Security Employee			-465.00	-465.00			-465.00
	Medicare Employee			-108.75	-108.75			-108.75
	Total			-2,372.75	-2,372.75			-2,372.75
Adjustments to Net Pay								
Total								
Pretax Deductions								
Taxable Company Contributions								
Summary								
	Earnings			7,500.00	7,500.00			7,500.00
	Pretax Deductions			0.00	0.00			0.00
	Taxes			-2,372.75	-2,372.75			-2,372.75
	Adjustments			0.00	0.00			0.00
	NET PAY			5,127.25	5,127.25			5,127.25

**P A I D**  
 3/3/00  
 #1453

Used	0.00	Available	4.00
Sick	0.00	Vacation	7.10
		Status	Married (none)
		Allowances	3
		Extra	0

# Paystub Detail

IVIEWIT.COM, LLC  
 2255 Glades Road, Suite 337W  
 Boca Raton, FL 33431

Check Date: 3/3/2000  
 Check No.: 1455

Pay Period: 02/16/2000 - 02/29/2000

Personal Information	Description	Qty	Rate	Current	YTD	Description	Current	YTD
Guy T Iantoni 3113 Clint Moore Road Boca Raton, FL 33496  328-58-3139	Salary			3,125.00	3,125.00	Federal Withholding	-507.00	-4,097.98
	Deferred Salary				21,875.00	Social Security Employee	-193.75	-1,550.00
	Total			3,125.00	25,000.00	Medicare Employee	-45.31	-362.50
						Total	-746.06	-6,010.48
				Earnings and Hours				
						Adjustments to Net Pay		
				Pretax Deductions				
				Taxable Company Contributions				
				Total				
						Summary		
						Earnings	3,125.00	25,000.00
						Pretax Deductions	0.00	0.00
						Taxes	-746.06	-6,010.48
						Adjustments	0.00	0.00
						NET PAY	2,378.94	18,989.52

**PAID**  
3/3/00  
**#1455**

Sick	Used	Available	Status	Allowances	Extra
Vacation	0.00	17.65	Married	2	0
	0.00	10.00	(none)	0	

# Paystub Detail

IVIEWIT.COM, LLC  
 2255 Glades Road, Suite 337W  
 Boca Raton, FL 33431

Check Date: 3/3/2000  
 Check No.: 1457

Pay Period: 02/16/2000 - 02/29/2000

Personal Information	Description	Qty	Rate	Current	YTD	Description	Current	YTD
Jill B Iantoni 3113 Clint Moore Road Boca Raton, FL 33496  334-68-0159	Salary			3,125.00	3,125.00	Federal Withholding	-540.00	-4,354.98
	Deferred Salary				21,875.00	Social Security Employee	-193.75	-1,550.00
	Total			3,125.00	25,000.00	Medicare Employee	-45.31	-362.50
						Total	-779.06	-6,267.48
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>PAID</b>  <b>3/3/00</b>  <b># 1457</b> </div>						<b>Adjustments to Net Pay</b>		
						Total		
<b>Taxable Company Contributions</b>						<b>Summary</b>		
						Earnings	3,125.00	25,000.00
						Pretax Deductions	0.00	0.00
						Taxes	-779.06	-6,267.48
						Adjustments	0.00	0.00
						<b>NET PAY</b>	<b>2,345.94</b>	<b>18,732.52</b>

Sick	0.00	6.00	Federal	1	Extra
Vacation	0.00	3.55	FL	0	

IVIEWIT.COM, LLC  
 2255 Glades Road, Suite 337W  
 Boca Raton, FL 33431

# Paystub Detail

Check Date: 3/3/2000  
 Check No.: 1458

Pay Period: 02/16/2000 - 02/29/2000

Personal Information	Description	Qty	Rate	Current	YTD	Description	Current	YTD
Jim Armstrong 126 Buttonwood Dr. Fair Haven, NJ 07704  340-46-2717	Salary			3,125.00	3,125.00	Federal Withholding	-540.00	-3,760.09
	Deferred Salary				21,875.00	Social Security Employee	-193.75	-1,550.00
	Total			3,125.00	25,000.00	Medicare Employee	-45.31	-362.50
						NJ - Withholding	-119.54	-1,551.21
						Total	-898.60	-7,223.80
						Adjustments to Net Pay		
						Total		
						Taxable Company Contributions		
						Earnings	3,125.00	25,000.00
						Pretax Deductions	0.00	0.00
						Taxes	-898.60	-7,223.80
						Adjustments	0.00	0.00
						NET PAY	2,226.40	17,776.20

**PAID**  
 3/3/2000  
 #1458

Used	Available	Status	Allowances	Extra
Sick	0.00	Married	1	
Vacation	0.00	Married Joint	1	

## Ivevit.com LLC

### Reimbursement Report

Employee: James F. Armstrong      Date Submitted: 2/18/

Purpose of Trip: Sales

#### Travel Expenses

Date	From / To / Description	Miles	Miles @ \$0.31	Ground Transp.	Air Transp.	Car Rental	Parking	Tolls	Hotel	Meals	Laundry	Telephone	Other	Total
14-Feb	Fair Haven/Boca Raton			65.00	259.00									324.00
15-Feb	Boca Raton									18.00				18.00
16-Feb	Boca Raton/Fair Haven			77.00		168.89				10.00				255.89
17-Feb	Fair Haven/NYC	120	37.20			17.00		8.90		15.00				78.10
<b>Total</b>			37.20	142.00	259.00	168.89	17.00	8.90		43.00				675.99

Total Reimbursement: \$ **\$675.99**

Employee Signature: Approval:

**P A I D**  
3/3/00

# Ivewit.com LLC

## Reimbursement Report

**Employee:** James F. Armstrong

**Date Submitted:** 2/18/2000

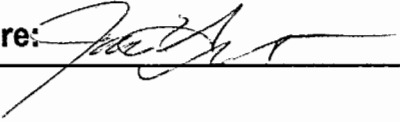
### Local Travel Expenses

Date	Miles	From	To	Total @ \$0.31	Parking	Tolls	Trip Total
<b>Total</b>							

### Miscellaneous Expenses

Date	Item	Total
18-Feb	Health Insurance	579.30
<b>Total</b>		579.30

<b>Total Reimbursement: \$</b>	<b>\$579.30</b>
--------------------------------	-----------------

**Employee Signature:** 

**Approval:** \_\_\_\_\_



Ivevit.com LLC

Reimbursement Report

Employee: James F. Armstrong

Date Submitted: 2-13-00

Purpose of Trip: Sales

Travel Expenses

Date	From / To / Description	Miles	Miles @ \$0.31	Ground Transp.	Air Transp.	Car Rental	Parking	Tolls	Hotel	Meals	Laundry	Telephone	Other	Total
18-Jan	Fair Haven/Nyc	120	37.20					8.90		15.00				61.10
19-Jan	Fair Haven/Nyc	120	37.20			23.00		8.90						69.10
20-Jan	Fair Haven/Nyc	120	37.20			18.00		8.90		12.00				76.10
9-Feb	Fair Haven/Chicago	100	31.00	547.00				1.00						579.00
10-Feb	Chicago Area					25.50				22.00				47.50
11-Feb	Chicago/Fair Haven			65.00		172.84	30.00			51.00				318.84
Total			142.60	65.00	547.00	172.84	96.50	27.70		100.00				1151.64

Total Reimbursement: \$ 1,151.64

Employee Signature: [Signature] Approval: [Signature]

Ivewit.com LLC

Reimbursement Report

Employee: James F. Armstrong

Date Submitted: 2-13-00

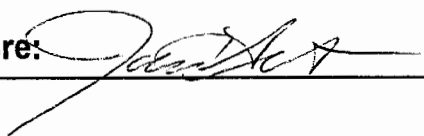
Local Travel Expenses

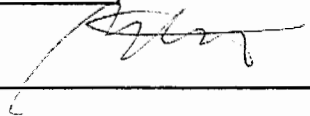
Date	Miles	From	To	Total @ \$0.31	Parking	Tolls	Trip Total
3-Feb	20	Fair Haven, NJ	Eatontown, NJ	6.20			6.20
<b>Total</b>				6.20			6.20

Miscellaneous Expenses

Date	Item	Total
21-Jan	Health Insurance	579.30
1-Feb	America Online 2 Mos @ \$21.95	43.90
1-Feb	AT&T Worldnet 2 Mos @ \$21.95	43.90
3-Feb	Address Labels	27.54
3-Feb	Postage	61.80
<b>Total</b>		756.44

<b>Total Reimbursement: \$</b>	<b>\$762.64</b>
--------------------------------	-----------------

Employee Signature: 

Approval: 

Report of Loan

VIEWIT.COM, LLC  
2255 GLADES RD, STE 337-W  
BOCA RATON, FL 33431

1470

ES-6-4-6:10  
BRANCH1006991

DATE 3/7/00

PAY TO THE  
ORDER OF

Emerald Capital Partners

\$ 5,000.00

Five thousand 00/100

DOLLARS

First Union National Bank  
R/T 067006432



FOR

*[Signature]*

⑆001470⑆ ⑆067006432⑆2000002782748⑆

Report of Loan

Loan

1010

**EMERALD CAPITAL PARTNERS, INC.**

20805 CIPRES WAY 561-483-2990  
BOCA RATON, FL 33433-1624

63-9053/2670

DATE February 7, 2000

PAY TO THE ORDER OF iview.t.com

\$5,000.00

Five thousand dollars

DOLLARS



00800  
Boca Raton, Florida 33431

FOR 90 day Note @ 7% - front co.

*W. [Signature]*

⑈001010⑈ ⑆267090536⑆ 94141 86483⑈

MP

3/7/2000  
Check # 1472

See Rent Pmt Calculation on 1/11/2000

1475

IVIEWIT.COM, LLC  
2255 GLADES RD, STE 337-W  
BOCA RATON, FL 33431

63-6437670  
BRANCH 00995

DATE 3/8/00

PAY TO THE ORDER OF Proskauer Rose LLP

\$ 105,460.60/100

One hundred five thousand four hundred sixty and 60/100 DOLLARS

First Union National Bank  
R/T 067006432

*[Signature]*

FOR

⑈001475⑈ ⑆067006432⑆2000002782748⑈

\*For Invoice Detail, See Detail of legal Expenses (18).

03 28 2000  
16:32:07

\* OPEN INVOICES \*

CLIENT: 40017 VIEWIT.COM, INC.

TYPE	NUMBER	DATE	FEES	COSTS	OTHER	TOTAL
BILL	327337	08/24/99	92630.00	6248.10	.00	98878.10
PAY	1028	09/22/99	-2099.45	-6248.10	.00	-8347.55
PAY	1106	10/28/99	-50000.00	.00	.00	-50000.00
	SUBTOTAL		40530.55	.00	.00	40530.55
BILL	327694	08/26/99	398.75	38.75	.00	437.50
BILL	329870	09/16/99	162.00	4.60	.00	166.60
BILL	330767	09/25/99	42538.75	1667.33	.00	44206.08
BILL	333536	10/12/99	40526.25	1511.95	.00	42038.20
BILL	334207	10/20/99	71.25	.00	.00	71.25
BILL	334208	10/20/99	136.25	87.00	.00	223.25
BILL	339495	12/16/99	87.00	9.60	.00	96.60
BILL	339661	12/20/99	610.00	1.94	.00	611.94
BILL	340152	12/29/99	25.00	2.80	.00	27.80
BILL	340153	12/29/99	1425.00	.00	.00	1425.00
BILL	340154	12/29/99	48315.00	1839.10	.00	50154.10
BILL	342897	01/25/00	1000.00	.00	.00	1000.00
BILL	342936	01/25/00	872.00	9.64	.00	881.64
BILL	343838	01/31/00	82235.00	3080.54	.00	85315.54
BILL	343840	01/31/00	1273.75	26.25	.00	1300.00
BILL	346259	02/17/00	72712.50	3636.90	.00	76349.40
BILL	826370	06/30/99	11250.00	.00	.00	11250.00
BILL	826371	06/30/99	2700.00	.00	.00	2700.00
BILL	826372	06/30/99	2625.00	19.90	.00	2644.90
BILL	829813	10/20/99	900.00	.00	.00	900.00
BILL	829814	10/20/99	2625.00	.00	.00	2625.00
	GRAND TOTAL		353019.05	11936.30	.00	364955.35

Handwritten notes and arrows:  
 - A large arrow points from the 'TOTAL' column of the first row to a circled value: 105,460.60  
 - Another arrow points from the 'TOTAL' column of the 'GRAND TOTAL' row to a circled value: 147,793.33

3-022-50  
125-61  
3-148-15

011

11:24:49

Invoice Date 03/06/00	Invoice Number 100500	Page 1
--------------------------	--------------------------	-----------



.com

ic, FL 33314

# Invoice

Remit payment to: P.O. Box 292290, Davie, FL 33314-2922  
954) 327-8500 • Fax (954) 327-8900 • USA (800) 520-7600

Pay from this invoice, no statement will be rendered.

C  
U  
S  
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R

VIEWIT.COM  
2255 GLADES RD  
SUITE 337W  
BOCA RATON, FL 33486

S  
H  
I  
P  
T  
O

VIEWIT.COM  
2255 GLADES RD  
SUITE 337W  
BOCA RATON, FL 33486

Order Number	Order Date	Customer Number	Sales Person	Purchase Order No.	Ship Via	Ship Date	Terms
100500	03/06/00	100500	888	PATTY	PICK UP	03/06/00	NET 10 DAYS TAX

Quantity Ordered	Quantity Shipped	Item Number	Item Description	Unit Price	Per Unit	Amount
5	5	FUJ 02301552	FILM RTP 4X5 64T 50 SHEET	91.40	EA	457.00
10	10	FUJ 02301852	FILM RDP II 4X5 PROVIA 50 SHEET	94.72	EA	947.70
41	41	FUJ 01020113	FILM CS 135-36 REALA	4.95	EACH	202.95
20	20	FUJ 02301505	FILM RTP 135-36 64T	8.00	EA	176.00
10	10	FUJ 02300109	FILM NPS 220 PRO PK (5) ASA-160	38.53	EA	385.30
10	10	POL 625297	679 POLACOLOR PRO 100 3X4 25/CASE	29.25	EA	292.50
1	1	POL 617097	54 BULK 4X5 FILM PACKET SAME AS PP100	390.00	EA	390.00
						2,851.45

ADD - 02  
25 RLS 64T Fg 120)  
FRIDAY

ATT: ERIKA

\*\*\*\*\*  
\*Please Remit To: \*  
\*P.O. Box 292290 \*  
\*Davie, FL 33314-2922\*  
\*\*\*\*\*

Received by Customer:

customer acknowledges having received the merchandise listed above and agrees to the terms and conditions on the reverse side hereof.

Sale Amount	
Misc Charges	
Freight	171.00
Sales Tax	3,022.54
Total	.00
Payment Rec'd	3,022.54
Balance Due	

Printed name of customer or individual signing on behalf of customer

Title

Signature

Date

Thank you for your purchase. It's a pleasure to serve you!

PAID

3/13/00

# 1100





Invoice Date	Invoice Number	Page
--------------	----------------	------



www.amerimage.com

4680 S.W. 64th Avenue • Davie, FL 33314

Remit payment to: P.O. Box 292290, Davie, FL 33314-2922  
 (954) 327-8500 • Fax (954) 327-8900 • USA (800) 520-7600

# Invoice

Pay from this invoice, no statement will be rendered.

CUSTOMER

VIEWIT.COM  
 2255 GLADES RD  
 SUITE 337W  
 BOCA RATON, FL 33486

VIEWIT.COM  
 2255 GLADES RD  
 SUITE 337W  
 BOCA RATON, FL 33486

Order Number	Order Date	Customer Number	Sales Person	Purchase Order No.	Ship Via	Ship Date	Terms
801405	03/10/00	100500	ABD	PATTY PICK-UP		03/10/00	NET 10 PAYS TAX

Quantity		Item Number	Item Description	Unit Price	Per Unit	Amount
Ordered	Shipped					
25	25	FUJ 02301507	FILM RTP 120 64 TUNG	4.74	EA	118.50

Att  
Suka  
Remembered  
1st order  
to you  
Kack

\*\*\*\*\*  
 \*Please Remit To: \*  
 \*P.O. Box 292290 \*  
 \*Davie, FL 33314-2922\*  
 \*\*\*\*\*

**Accepted by Customer:**

The customer acknowledges having received the merchandise listed above and agrees to the terms and conditions on the reverse side hereof.

Sale Amount	118.50
Misc Charges	
Freight	
Sales Tax	7.11
Total	125.61
Payment Rec'd	.00
Balance Due	125.61

Printed name of customer or individual signing on behalf of customer

Title

Signature

Date

Thank you for your purchase. It's a pleasure to serve you!

AI·INI

# Paystub Detail

IVIEWIT.COM, LLC  
 2255 Glades Road, Suite 337W  
 Boca Raton, FL 33431

Check Date: 3/14/2000  
 Check No.: 1493

Pay Period: 02/16/2000 - 02/29/2000

Personal Information	Description	Qty	Rate	Current	YTD	Description	Current	YTD
Eliot Bernstein 500 SE Mizner Blvd Boca Raton, FL 33432  361-62-2566	Deferred Wages			44,088.48	44,088.48			
	Salary			15,000.00	15,000.00			
	<b>Total</b>			<b>44,088.48</b>	<b>59,088.48</b>			
		<b>Earnings and Hours</b>						
		<b>Pretax Deductions</b>						
		Exchange	-3,500.00	-3,500.00	-3,500.00			
		Back Taxes With...	-20,000.00	-20,000.00	-20,000.00			
		<b>Total</b>		<b>-23,500.00</b>	<b>-23,500.00</b>			
		<b>Taxable Company Contributions</b>						
		<b>Adjustments to Net Pay</b>						
		<b>Taxes</b>						
		Federal Withholding		-6,927.57	-8,726.57			
		Social Security Employee		-4,259.40	-4,724.40			
		Medicare Employee		-1,313.03	-1,421.78			
		<b>Total</b>		<b>-12,500.00</b>	<b>-14,872.75</b>			
		<b>Summary</b>						
		Earnings		44,088.48	59,088.48			
		Pretax Deductions		-23,500.00	-23,500.00			
		Taxes		-12,500.00	-14,872.75			
		Adjustments		0.00	0.00			
		<b>NET PAY</b>		<b>8,088.48</b>	<b>20,715.73</b>			

**Used Available**  
 Sick 0.00 8.00  
 Vacation 0.00 14.20

**Status Allowances Extra**  
 Married 3  
 (none) 0

Federal FL

Feb. Deposit

made on 3/15/00

\$40,663.67

for iviewit.com Inc 650983247



**Transaction Receipt**

Deposits May Not Be Available For Immediate Withdrawal. All Items Accepted Are Subject  
To The Terms And Conditions Of First Union's Deposit Agreement.  
Please Retain This Receipt With Your Banking Records.

Member FDIC

Shown below are the bank no., transaction no., date and amount of your transaction.

00553-0545 0058 650983247

40,663.67 TTL MAR15,2000 09:04



**VIEWIT.COM, LLC**  
2255 GLADES RD, STE 337-W  
BOCA RATON, FL 33431

1505

63-643/670  
BRANCH 00995

DATE 3/17/00

PAY TO THE  
ORDER OF RYSO Inc

\$ 18,080.00/100

*Eighteen thousand eighty and 00/100*

DOLLARS



First Union National Bank

R/T 067006432

FOR WORK FROM 2/14-3/10/00

⑈00 1505⑈ ⑆067006432⑆ 2000002782748⑈

\$10,000



IVIEWIT.COM, LLC  
 2255 Glades Road, Suite 337W  
 Boca Raton, FL 33431

# Paystub Detail

Check Date: 3/20/2000  
 Check No.: 1516

Pay Period: 03/01/2000 - 03/15/2000

Personal Information	Description	Qty	Rate	Current	YTD	Description	Current	YTD
Guy T Iantoni 3113 Clint Moore Road Boca Raton, FL 33496  328-58-3139	Salary			3,125.00	6,250.00	Federal Withholding Social Security Employee Medicare Employee Total	-507.00	-4,604.98
	Deferred Salary				21,875.00		-193.75	-1,743.75
	Total			3,125.00	28,125.00		-45.31	-407.81
	Total					Total	-746.06	-6,756.54
					Adjustments to Net Pay			
					Taxable Company Contributions			
					Summary			
					Earnings		3,125.00	28,125.00
					Pretax Deductions		0.00	0.00
					Taxes		-746.06	-6,756.54
					Adjustments		0.00	0.00
					NET PAY		2,378.94	21,368.46

Used	Available	Status	Allowances	Extra
Sick	0.00	Married	2	
Vacation	0.00	(none)	0	

# Paystub Detail

IVIEWIT.COM, LLC  
 2255 Glades Road, Suite 337W  
 Boca Raton, FL 33431

Check Date: 3/20/2000  
 Check No.: 1518

Pay Period: 03/01/2000 - 03/15/2000

Personal Information	Description	Qty	Rate	Current	YTD	Description	Current	YTD	
Jim Armstrong 126 Buttonwood Dr. Fair Haven, NJ 07704  340-46-2717	Salary			3,125.00	6,250.00	Earnings and Hours   Federal Withholding Social Security Employee Medicare Employee NJ - Withholding Total	-507.00	-4,267.09	
	Deferred Salary				21,875.00			-193.75	-1,743.75
	Total			3,125.00	28,125.00			-45.31	-407.81
						Pretax Deductions   Total	-746.06	-7,969.86	
						Taxable Company Contributions   Total	-746.06	-7,969.86	
						Adjustments to Net Pay   Total	0.00	0.00	
						Summary  Earnings Pretax Deductions Taxes Adjustments NET PAY	3,125.00 0.00 -746.06 0.00 2,378.94	28,125.00 0.00 -7,969.86 0.00 20,155.14	

Sick	Used	Available				
Vacation	0.00	0.00				
	0.00	0.00				
			Federal	Status	Allowances	Extra
			FL	Married	2	2
			(none)	2		

## Employee Timesheet

DATE	TIME START	TIME FINISH	LESS LUNCH	TOTAL HOURS
2/29	8 <sup>30</sup>	5 <sup>00</sup>	1/2 Hour	8 TUE
3/1	8 <sup>30</sup>	5 <sup>00</sup>	1/2 Hour	8 WED
3/2	8 <sup>30</sup>	5 <sup>00</sup>	1/2 Hour	8 THUR
3/3	8 <sup>30</sup>	5 <sup>00</sup>	1/2 Hour	8 FRI
3/6	8 <sup>30</sup>	5 <sup>00</sup>	1/2 Hour	8 MON
3/7	8 <sup>30</sup>	5 <sup>00</sup>	1/2 Hour	8 TUE
3/8	8 <sup>30</sup>	5 <sup>00</sup>	1/2 Hour	8 WED
3/9	8 <sup>30</sup>	5 <sup>00</sup>	1/2 Hour	8 THUR
3/10	8 <sup>30</sup>	5 <sup>30</sup>	1 Hour	8 FRI
3/11	8 <sup>30</sup>	5 <sup>00</sup>	1/2 Hour	8 SAT
3/13	8 <sup>30</sup>	5 <sup>00</sup>	1/2 Hour	8 MON
3/14	8 <sup>30</sup>	5 <sup>00</sup>	1/2 Hour	8 TUES
3/15	8 <sup>30</sup>	5 <sup>00</sup>	1/2 Hour	8 WED
Total Hours for Week (to nearest 1/4 hr.)				32 (104)

Employee Name:

Charles M. Moore

Employee Signature:

[Signature]

Date:

3/3/00

Authorized:

[Signature]

Date:

$104 \times 25 = 2600$

**PAID**  
3/20/00  
#1523



IVIEWIT.COM, LLC  
 2255 Glades Road, Suite 337W  
 Boca Raton, FL 33431

# Paystub Detail

Check Date: 3/20/2000  
 Check No.: 1524

Pay Period: 03/01/2000 - 03/15/2000

Personal Information	Description	Qty	Rate	Current	YTD	Description	Current	YTD
Brian Utley 1930 SW 8th St. Boca Raton, FL 33486	Salary			6,250.00	10,416.67	Federal Withholding	-1,921.92	-11,905.28
	Deferred Salary				29,166.69	Social Security Employee	-387.50	-2,454.17
	Total			6,250.00	39,583.36	Medicare Employee	-90.63	-573.96
528-40-3812						Total	-2,400.05	-14,933.41
				Earnings and Hours		Taxes		
				Pretax Deductions		Adjustments to Net Pay		
				Total		Total		
				Taxable Company Contributions		Summary		
						Earnings	6,250.00	39,583.36
						Pretax Deductions	0.00	0.00
						Taxes	-2,400.05	-14,933.41
						Adjustments	0.00	0.00
						NET PAY	3,849.95	24,649.95

Used	Available	Status	Allowances	Extra
Sick	0.00	Single	0	193.92
Vacation	0.00	(none)	0	

I N V O I C E

DESIGNERS SERVICE BUREAU, INC.  
1951 E.W. 41ST STREET  
SUITE 200  
FT. LAUDERDALE, FL. 33331-1534  
954-385-6696

11297  
01/21/00  
60-528 15614

SOLD TO:

IVIEWIT.COM  
2255 GLADES ROAD  
SUITE337 W  
BOCA RATON, FL 33331

SHIP TO:

IVIEWIT.COM  
2255 GLADES ROAD  
SUITE337 W  
BOCA RATON, FL 33331

CUSTOMER #1: 002874  
SLSP: JOAN STARK  
CUSTOMER P.O.#

1	GFMT3060	30X60 FOLDING TABLE; GREY LAMINATE	129.00	129.00
6	GFMT3072	30X72 FOLDING TABLE GREY LAMINATE	135.00	810.00
4	4267	HIGH BACK EXECUTIVE CHAIR; BLACK LEATHER; MOCK LEATHER	315.00	1,260.00

RECEIVE DELIVER AND INSTALL

**PAID**  
3/21/00  
#1530

INSTALLATION: 200.00  
PRODUCT SUBTOTAL: 2,199.00  
SALES TAX: 143.94  
FINAL TOTAL: 2,542.94

PAY THIS AMOUNT: 2,542.94

# Paystub Detail

IVIEWIT.COM, LLC  
2255 Glades Road, Suite 337W  
Boca Raton, FL 33431

Check Date: 3/14/2000  
Check No.: 1493

Pay Period: 02/16/2000 - 02/29/2000

Personal Information	Description	Qty	Rate	Current	YTD	Description	Current	YTD
Eliot Bernstein 500 SE Mizner Blvd Boca Raton, FL 33432  361-62-2566	Deferred Wages Salary Total			44,088.48 15,000.00 44,088.48	44,088.48 15,000.00 59,088.48	Federal Withholding Social Security Employee Medicare Employee Total	-6,927.57 -4,259.40 -1,313.03 -12,500.00	-8,726.57 -4,724.40 -1,421.78 -14,872.75
	Exchange Back Taxes With... Total			-3,500.00 -20,000.00 -23,500.00	-3,500.00 -20,000.00 -23,500.00	Adjustments to Net Pay		
				Taxable Company Contributions		Summary		
						Earnings	44,088.48	59,088.48
						Pretax Deductions	-23,500.00	-23,500.00
						Taxes	-12,500.00	-14,872.75
						Adjustments	0.00	0.00
						<b>NET PAY</b>	<b>8,088.48</b>	<b>20,715.73</b>

*extra \$ withheld  
to pay to IRS  
(through personal)*

Used	Available	Status	Allowances	Extra
Sick	0.00	Married	3	
Vacation	0.00	(none)	0	

# Paystub Detail

IVIEWIT.COM, LLC  
 2255 Glades Road, Suite 337W  
 Boca Raton, FL 33431

Check Date: 3/21/2000  
 Check No.: 1533

Pay Period: 03/01/2000 - 03/15/2000

Personal Information	Description	Qty	Rate	Current	YTD	Description	Current	YTD
Jill B Iantoni 3113 Clint Moore Road Boca Raton, FL 33496  334-68-0159	Salary	56		1,988.64	5,113.64	Earnings and Hours		
	Vacation Salary	32		1,136.36	1,136.36			
	Deferred Salary				21,875.00			
	Total			3,125.00	28,125.00			
Total								
Total								
Pretax Deductions								
Total								
Taxable Company Contributions								
Total								
Adjustments to Net Pay								
Total								
Summary								
Earnings						3,125.00	28,125.00	
Pretax Deductions						0.00	0.00	
Taxes						-779.06	-7,046.54	
Adjustments						0.00	0.00	
NET PAY						2,345.94	21,078.46	
Taxes								
Federal Withholding						-540.00	-4,894.98	
Social Security Employee						-193.75	-1,743.75	
Medicare Employee						-45.31	-407.81	
Total						-779.06	-7,046.54	

<u>Used</u>	<u>Available</u>	<u>Status</u>	<u>Allowances</u>	<u>Extra</u>
Sick	0.00	20.00	Federal	1
Vacation	32.00	1.52	FL	0
		Married		
		(none)		



Previous month's charge not caught

3-758-51  
← 65.8  
3-758-51

T. VIEWIT 3692.71  
G.L. 3582.36  
7275.07

Customer Service Page 1 of 8  
800-525-3355  
(24 hours / 7 days)  
www.americanexpress.com

# Platinum Card® Statement of Account

Prepared For: GERALD R LEWIN  
Closing Date: March 8, 2000  
Account Number: 3713-858362-32005

Previous Card Balance \$	Card Payments/Credits \$	New Card Charges \$	New Card Balance \$
7,842.77	-7,842.77	7,275.07	<b>7,275.07</b>

\* Indicates posting date.

Did you know you could pay your bill online? Visit our website at www.americanexpress.com to enroll today.

Terms - Payable in full upon receipt of statement.

Please refer to page 6 for important information regarding your account

## Card Transactions for GERALD R LEWIN

Transaction Description	Amount \$
March 1, 2000* PAYMENT RECEIVED - THANK YOU	-4,480.10
March 1, 2000* PAYMENT RECEIVED - THANK YOU	-3,362.67
February 7, 2000 AMERICAN HEART ASSOCST PETERSBURG FL CONTRIBUTIONS/DONATIONS Reference: 42304703	500.00
February 8, 2000 GOURMET DINER BOCA RATON FL RESTAURANT FOOD/BEV 28.83 WAITER 5.00 Reference: 001990029	33.83
February 9, 2000 NATIONAL FLORA MEDFORD OR FLORIST Reference: 041505001	✓ 64.95
February 10, 2000 UNCLE TAI'S BOCA RATON FL FOOD AND BEVERAGE TIP \$7.00 Reference: 000284811	43.52
February 10, 2000 JEWISH FEDERATON OF BOCA RATON FL CONTRIBUTIONS/DONATIONS Reference: 87664620	236.00

VIEWIT

Please fold on the perforation below, detach and return with your payment ↓

Continued on reverse →

### Payment Coupon

Account Number  
3713-858362-32005

Please Pay By:  
**March 24, 2000**  
  
Total Amount Due:  
**\$7,275.07**

Please enter account number on all checks and correspondence. Payable in U.S. Dollars upon receipt with a check drawn on a bank in the U.S. or money order, processable through the U.S. banking system.

04179 ROSA2P48 01271 0020Z. (234567)

GERALD R LEWIN  
GOLDSTEIN LEWIN & CO  
1900 CORP BLVD NW  
E-300 BOCA RATON FL 33431

Mail Payment to:

AMERICAN EXPRESS  
P.O. BOX 530001  
ATLANTA GA 30353-0001

Check here if address or telephone number has changed. Note changes on reverse side.



**Transactions Continued**

Amount \$

**February 27, 2000** 48.03

BILOTTIS#201 BOCA RATON FL  
FOOD/BEVERAGE  
FOOD/BEV 48.03  
Reference: 001510016

**February 29, 2000** 287.00

AMERICAN TRANS AIR FT LAUDERDALE FL  
From: FORT LAUDERDALE FL To: MIDWAY ARPT IL Carrier: TZ Class: KN  
FORT LAUDERDALE FL FORT LAUDERDALE FL TZ KN  
XX XX

Ticket Number: 36621015195585 Date of Departure: 02/29  
Passenger Name: IANTONI/GUY  
Document Type: PASSENGER TICKET

*IUIEWIT*

**February 29, 2000** 46.46

EILAT CAFE BOCA RATON FL  
FOOD/BEVERAGE  
FOOD-BEV 38.96  
WAITER 7.50  
Reference: 00433219

**March 1, 2000** 178.70

3COM CORPORATION SANTA CLARA CA  
NETWORKING  
Reference: 17291 Proc Number: 0057692310

*IUIEWIT*

**March 2, 2000** 20.73

UNCLE TAI'S BOCA RATON FL  
FOOD AND BEVERAGE  
TIP \$3.50  
Reference: 000288144

**March 2, 2000** 39.30

BASKET OF JOY INC BOCA RATON FL  
5734/04-GIFT ITEMS  
Reference: 63114005

*IUIEWIT*

**March 3, 2000** 1,428.88

DELL DIRECT SALES COAUSTIN TX  
COMPUTER PRODUCTS 33432  
Reference: 342171642

*IUIEWIT*

**March 3, 2000** 34.27

EXXON COMPANY USA BOCA RATON FL  
FUEL/MISC 7596317466  
Reference: EXXON Proc Number: 666623

**March 4, 2000** 1,693.88

DELL DIRECT SALES COAUSTIN TX  
COMPUTER PRODUCTS 33432  
Reference: 342738887

*IUIEWIT*

**March 4, 2000** 90.40

CAFE MAX POMPANO BCH FL  
FOOD AND BEVERAGE  
TIP \$14.00  
Reference: 000000564

**March 5, 2000** 43.47

VITOS RESTAURANT BOCA RATON FL  
FOOD/BEVERAGE  
FOOD/BEV 36.47  
TIP 7.00  
Reference: 097012395

**Activity for GERALD R LEWIN**

New Charges 6,800.63  
Payments/Credits -7,842.77



**Invoice**

Ms. Erika Lewin  
Iviewit.Com  
2255 Glades Road, Ste 337W  
Boca Raton, Florida 33431

Invoice Date: 3/02/00  
Invoice No.: 432

For services rendered in conjunction with the permanent placement of Ms. Tammy Raymond to Iviewit.Com's payroll .

**TOTAL NET DUE 30 DAYS: \$ 9,000.00**

Please remit to:  
Headway Corporate Staffing Services  
14750 N.W. 77 Court  
Suite # 305  
Miami Lakes, Florida 33016

**P A I D**  
3/27/00  
#1544



# JACK SCANLAN

## Entertainment Marketing

1503 Oak Grove Drive, Los Angeles, CA 90041

PH: 323-258-1135 FAX: 323-258-1742 [jackscanlan\\_hollywood@yahoo.com](mailto:jackscanlan_hollywood@yahoo.com)

March 21, 2000

Mr. Brian Utley  
President,  
iviewit.com  
2255 Glades Road, STE 337W  
Boca Raton, FL 33431

Dear Brian,

This letter will serve as a DEAL MEMO to confirm my assignment on behalf of iviewit .com.

Per our discussion on March 19<sup>th</sup>, and by your directive, the following are the terms of our agreement.

The Term shall be for an initial three months, starting March 20, 2000, with a continuation review on or about June 20, 2000. Assuming that the project objectives are being accomplished and in the event of documented on-going business development, this assignment shall be continued on same terms for an additional three month period through September 20, 2000. At that time, in the event of satisfactory service by Jack Scanlan, iviewit.com shall offer a continuation of the assignment or a fully negotiated employment contract.

Jack Scanlan/iviewit.com

Deal Memo

March 21, 2000

Page Two

This assignment covers fee-based publicity services as directed by iviewit.com, at \$6000 per month, payable monthly on March 20<sup>th</sup>, April 20<sup>th</sup> and May 20<sup>th</sup>.

Travel and approved expenses related to this assignment shall be advanced by the Company. Telephone and incidental expenses shall be documented and submitted for reimbursement.

Documented new business development, product sales, licensing or garnered valuable consideration such as TV commercial time or valuable promotion time and costs; promotion partner marketing expense contributions shall be commissionable at 10%.

Commissions shall be paid at the time valuable consideration is received by iviewit.com.

Both parties agree to a policy of full disclosure as it pertains to this assignment.

Brian, I thank you and your associates for your confidence and the opportunity to participate in the launch of the revolutionary iviewit.com enhanced digital imaging and video processes.

**P A I D** \$6,000  
3/27/00  
#1544

Sincerely,

JACK SCANLAN

## SUBLEASE

This Sublease is made and dated as of September 25, 1999, by the Landlord and the Tenant named below.

### ARTICLE 1 - BASIC SUBLEASE TERMS

For the purposes of this Sublease, the following definitions and terms shall apply:

1.1 **Landlord:** Bank of America, N.A., a national banking association.

1.2 **Tenant:** Iviewit.com LLC, a Delaware limited liability company authorized to transact business in the State of Florida.

1.3 **Subleased Premises:** The office space comprising an aggregate of approximately 6,599 rentable square feet, in the building (the "Building") located at One Boca Place, 2255 Glades Road, Suite 337W, Boca Raton, Florida 33431. The Building and its parking areas and other appurtenances are herein together called the "Property." However, if the Prime Landlord (as hereafter defined) remeasures the Subleased Premises and adjusts the rent pursuant to the Prime Lease (as hereafter defined), then the Rent and the additional rent due from Tenant hereunder shall be adjusted accordingly as a result of the Prime Landlord's remeasurement of the Subleased Premises. Except as provided herein, the Base Rent and the additional rent due from Tenant shall otherwise remain fixed based on the assumption that the Subleased Premises contain 6,599 square feet, notwithstanding any variations in the actual square footage contained in the Subleased Premises (except as adjusted by the Prime Landlord's remeasurement).

1.4 **Sublease Term:** A period of time commencing on September 25, 1999 (the "Term Commencement Date") and, unless sooner terminated as herein provided, ending on October 24, 2001. The Term Commencement Date shall constitute the commencement of the term of this Sublease for all purposes, whether or not Tenant has actually taken possession. If for any reason the Subleased Premises are not ready for occupancy by the Term Commencement Date, Landlord shall not be liable for any claims or damages by reason thereof. If Tenant occupies the Subleased Premises prior to the Term Commencement Date, Tenant shall pay Base Rent and all additional rent and shall comply with all of Tenant's obligations in this Sublease during the early occupancy period (including without limitation the provisions requiring Tenant to obtain insurance and to indemnify and exculpate Landlord) and Tenant's occupancy of the Subleased Premises shall be subject to all of the provisions of this Sublease. Early occupancy of the Subleased Premises shall not advance the expiration date of this Sublease. The Sublease Term shall automatically expire or terminate upon the expiration or termination for any reason of the Prime Lease. Landlord shall be under no obligation to exercise any renewal option in the Prime Lease.

This Sublease will become effective only when the written consent of Prime Landlord (as hereinafter defined) has been given, and this Sublease may be terminated by either party if that consent has not been given on or before October 31, 1999.

1.5 **Rent Commencement Date:** The Rent Commencement Date shall be the earlier of the date Tenant begins occupancy of the Subleased Premises or the Term Commencement Date.

1.6 **Base Rent:** Base Rent is payable monthly, plus applicable sales tax. The amount of monthly Base Rent (which does not include state sales tax) is set forth below:

Commencement Date through April 24, 2000	-	\$9,321.09.
April 25, 2000 through April 24, 2001	-	\$9,647.33
April 25, 2001 through October 24, 2001	-	\$9,985.00

1.7 **Permitted Use:** General office use, as provided in section 7 of the Prime Lease; provided, however, that in no event shall Tenant be permitted to use the Subleased Premises for retail banking purposes, which shall include, but not be limited to, the accepting of deposits from, or the making of loans to the general public, or the engagement in stock brokerage sales or trust services, whether done by a national bank, state bank, credit union, or other person or entity.

1.8 **Prime Lease:** The Lease Agreement dated November 16, 1987, between Glades Road Associates, as landlord, and Continental Illinois Trust Company of Florida, N.A., as tenant, as amended by Addendum to Lease Agreement dated November 16, 1987 between Glades Road Associates and Continental Illinois Trust Company of Florida, N.A., as amended by Amendment to Lease dated January 1, 1991, between Glades Road Associates and Continental Illinois Trust Company of Florida, as amended by Second Amendment to Lease Agreement dated October 7, 1996, between Highwoods/Florida Holdings Partners, as landlord and Bank of America Illinois, as tenant, covering premises which include the Subleased Premises (collectively, the "Prime Lease" a copy of which is attached as Exhibit "A"). Notwithstanding the foregoing, the current prime landlord is ACP Office I, LLC, a Delaware limited liability company ("Prime Landlord").

1.9 **Security Deposit:** \$54,000.00 letter of credit in a form satisfactory to Landlord, which is due by Tenant to Landlord upon execution of this Sublease. This letter of credit shall remain in effect until the first anniversary of the Sublease Term, and on the first anniversary, the Tenant may, at its election, substitute another letter of credit in the same form as the prior letter of credit, except that the amount shall be \$36,000.00. On the second anniversary of the Sublease Term and through the expiration of this Sublease, the Tenant may, at its election, thereafter substitute another letter of credit in the same form as the prior letter of credit, except that the amount shall be \$18,000.00.

## ARTICLE 2 - GRANTING CLAUSE AND RENT PROVISIONS

2.1 **Grant of Premises.** Landlord hereby leases the Subleased Premises to Tenant during the Sublease Term, subject to the provisions of this Sublease. This Sublease is an entirely net sublease; Landlord shall not be required to provide any service, pay any cost or expense or do any act or thing with regard to the Subleased Premises except as may be specifically stated in this Sublease.

2.2 **Base Rent; Late Payment.** Tenant agrees to pay the Base Rent to Landlord, c/o Lincoln Property Company, Florida Property Management, Mail Code FL9-200-01-02, at 9000 Southside Boulevard, Building 200, Jacksonville, Florida 32256, Attention: Accounts Receivable, monthly in advance during the term of this Sublease, without demand, offset or reduction. One (1) monthly installment of Base Rent shall be due and payable on the Term Commencement Date for the first month's Base Rent and a like monthly installment shall be due and payable on or before the first day of each calendar month succeeding the Rent Commencement Date during the term of this Sublease, without demand, offset or reduction; provided, if the Rent Commencement Date should be a date other than the first day of a calendar month, the monthly rental set forth above shall be prorated to the end of that calendar month, and all succeeding installments of rent shall be payable on or before the first

day of each succeeding calendar month during the term of this Sublease. Tenant shall pay, as additional rent, all other sums due under this Sublease. Base Rent and additional rent are sometimes collectively called "rent". If any payment due Landlord is not received by Landlord by the tenth (10th) day after it became due, Tenant shall at Landlord's request pay to Landlord a late payment charge of five percent (5%) of the past-due amount. In addition to Base Rent, Tenant shall pay all sales, rental and use taxes from time to time imposed by any governmental authority in connection with rents paid by Tenant under this Lease. Any such payment of sales, rental, or use tax shall be paid concurrently with the payment of the rent, additional rent, or other charge upon which the tax is based.

0599  
u, 415.83

**2.3 Additional Rent.** Tenant shall pay to Landlord, as additional rent, all amounts, if any, that Landlord is required to pay to Prime Landlord pursuant to the Prime Lease that are related to operating expenses of the Building or basic costs of the Building or similar items (or to increases in the foregoing). At the execution of this Sublease, the operating expenses are estimated at approximately \$8.03 per square foot per year, however, the amount is subject to change as set forth in the Prime Lease. Tenant shall pay all use, consumption and other charges for after-hours air conditioning or other special services for the Subleased Premises for which Landlord is or would be responsible under the Prime Lease or otherwise. Tenant shall pay the amounts referred to in this Section within five (5) days after receipt of notice of the amount due (and if such amount is a regularly recurring amount, only one such notice shall be required for all such regularly recurring amounts due during the period specified in such notice).

**2.4 Holding Over.** Upon the expiration or earlier termination of this Sublease, Tenant agrees to vacate and deliver the Subleased Premises, and all keys thereto, to Landlord. If Tenant does not vacate the Subleased Premises upon the expiration or earlier termination of this Sublease, Tenant shall be a tenant at sufferance for the holdover period and all of the terms and provisions of this Sublease shall be applicable during that period, except that Tenant shall at the option of Landlord pay to Landlord (in addition to any other sums payable under this Sublease) as base rental for the period of such holdover an amount equal to 200% of the Base Rent which would have been payable by Tenant had the holdover period been a part of the original term of this Sublease (without waiver of Landlord's right to recover damages as permitted by law) but not less than the amount, if any, Landlord is required to pay under the Prime Lease in such event for the Subleased Premises. The rental payable during the holdover period shall be payable to Landlord on demand. No holding over by Tenant, whether with or without the consent of Landlord, shall operate to extend the term of this Sublease. Tenant shall indemnify Landlord against all claims made by Prime Landlord, or any tenant or prospective tenant against Landlord resulting from delay by Landlord in delivering possession of the Subleased Premises to the Prime Landlord, or such other tenant or prospective tenant, to the extent caused by holding over by Tenant.

**2.5 Security Deposit.** The security deposit set forth in Section 1.9 shall be held by Landlord for the performance of Tenant's covenants and obligations under this Sublease, it being expressly understood that the security deposit shall not be considered an advance payment of rental or a measure of Landlord's damage in case of default hereunder by Tenant, and shall be held by Landlord without payment of any interest thereon. Upon the occurrence of any event of default by Tenant under this Sublease, Landlord may, from time to time, without prejudice to any other remedy, use the security deposit to the extent necessary to make good any arrears of rent, or to repair any damage or injury, or pay any expense or liability incurred by Landlord as a result of the event of default or breach of covenant, and any remaining balance of the security deposit shall be returned by Landlord to Tenant upon the termination of this Sublease. If any portion of the security deposit is so used or applied, Tenant shall upon ten (10) days written notice from Landlord, deposit with Landlord by cash

iviewit.com Inc.

f/k/a iviewit.com, LLC

PBC 18 - end

Iviewit.com, LLC / Inc.  
 Prepared By Client Request Schedule  
 A: 12/31/99

	<b>Received</b>
✓ 1. Balance sheet as of December 31, 1999	_____
✓ 2. Statement of operations from inception to December 31, 1999	_____
✓ 3. Rollforward of equity from inception to December 31, 1999	_____
4. Summary G/L list or trial balance	_____
✓ 5. Listing of related party transactions	_____
✓ 6. Copies of incorporation documents	_____ ✓
✓ 7. Copies of all significant agreements including but not limited to employment, supplier and leases	_____
✓ 8. Company's business plan, budgets, forecasts	_____
✓ 9. Reconciliations for all bank cash accounts including yearend bank statements, detail of outstanding check list, deposits in transit and other reconciling items	_____ ✓
✓ 10. Preparation of cash confirmations for all bank accounts (we will provide you blank forms)	_____ AA
✓ 11. Rollforward of fixed assets and related accumulated depreciation. Brief memo describing the Company's policies with respect to useful lives, method of depreciation, minimum \$ threshold for capitalization, etc.	_____
✓ 12. Rollforward of loan receivable	_____ N/A
✓ 13. Preparation of loan receivable confirmation (we will provide you template)	_____ AA
✓ 14. Accounts payable aged trial balance detailed by vendor including any reconciliation necessary to agree with general ledger	_____ ✓
✓ 15. Detail of accrued expenses	_____
17. Cash disbursement journal from 1/1/00 through date of first day of fieldwork. Provide invoices, check copies and other supporting documents for all disbursements greater than/ equal to \$2,000.	_____
18. Detail of legal expenses and any other significant expenses, listing and description of any litigation, claims, assessments	_____
19. Preparation of legal confirmations (we will provide you template)	_____ AA
20. Preparation of debt confirmations (we will provide you template)	_____ AA
✓ 21. Copies of all loan agreements and documentation of compliance with covenants <i>need auditing</i>	_____

- 22. Statement of cash flows including amount of interest paid and income taxes paid (if any)
- 23. Minutes from Board of Directors meetings including meetings held since inception
- 24. Preparation of Minute Representation Letter (note: we will provide you template)
- 25. Schedule of future minimum lease payments under capital leases (if applicable)
- 26. Schedule of future maturities of long term debt
- 27. Schedule of minimum annual commitments under operating
- 28. Preparation of General Representation Letter (we will provide you template)
- 29. Preparation of the first draft of financial statements, including balance sheet, statement of operations, statement of stockholders' equity, cash flows, description/nature of company, company's accounting practices and policies, etc.
- 30. Organization chart w/ Job Descriptions

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at least 10

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\_\_\_\_\_

AA

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IVIEWIT.COM, INC.  
2255 GLADES ROAD  
SUITE 337 WEST  
BOCA RATON, FL 33431-7360  
ATTENTION: MR. ELIOT I. BERNSTEIN

342897  
January 25, 2000

**PROSKAUER ROSE LLP**

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360

Employer Identification No. 13-1840454

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FOR PROFESSIONAL SERVICES RENDERED through December 31,  
1999 in connection with preparation and filing with the PTO Assignment  
of 15 U.S. Trademark Applications

FIXED FEE: 15 U.S. TRADEMARK APPLICATIONS

\$1,000

AWG/KH/eao  
40017/019

IVIEWIT.COM, INC.  
2255 GLADES ROAD  
SUITE 337 WEST  
BOCA RATON, FL 33431-7360  
ATTENTION: MR. ELIOT I. BERNSTEIN

342936  
January 25, 2000

**PROSKAUER ROSE LLP**

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360

Employer Identification No. 13-1840454

CLIENT NAME: IVIEWIT.COM, INC.  
MATTER NAME: TRADEMARK/GENERAL  
FILE #: 40017.0019

FOR LEGAL SERVICES RENDERED INCLUDING DISBURSEMENTS AND  
CHARGES INCURRED FOR THE PERIOD ENDED DECEMBER 31, 1999  
AS SET FORTH IN THE ATTACHED PRINTOUT

TOTAL FEES: \$872.50  
DISBURSEMENTS AND CHARGES: \$9.64  
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TOTAL DUE: \$882.14

OUTSTANDING INVOICES

<u>DATE</u>	<u>INVOICE</u>	<u>AMOUNT</u>	<u>PAYMENTS</u>	<u>REMAINING BALANCE</u>
12/20/99	339661	\$611.94	\$ .00	\$611.94
01/25/00	342897	\$1,000.00	\$ .00	\$1,000.00
TOTAL OF PRIOR OUTSTANDING INVOICES:				\$1,611.94
TOTAL OF CURRENT INVOICE:				\$882.14
BALANCE DUE:				\$2,494.08 =====

CLIENT: IVIEWIT.COM, INC.  
MATTER: TRADEMARK/GENERAL  
PAGE: 2

January 25, 2000

DATE	NAME	HOURS	DESCRIPTION
12/06/99	K HEALY	.25	Tc w/R. Thompson re iviewit work-for-hire agreements; locate copyright language for draft agreements
12/07/99	K HEALY	.25	Review Confidentiality and Proprietary Rights Agreement
12/09/99	K HEALY	.25	Tc w/R. Johnson re Confidentiality and Proprietary Rights Agmt.
12/18/99	G REED	2.00	Review Office Actions for several apps.

SUMMARY OF HOURS

NAME	HOURS
KEVIN J. HEALY	.75
TOTAL FOR SENIOR COUNSEL	.75
GREGG REED	2.00
TOTAL FOR ASSOCIATE	2.00
TOTAL HOURS:	2.75

DISBURSEMENTS AND CHARGES

DESCRIPTION:	AMOUNT
LONG DISTANCE TELEPHONE	3.64
REPRODUCTION	6.00
TOTAL DISBURSEMENTS AND CHARGES FOR THIS MATTER:	\$9.64

IVIEWIT.COM, INC.  
2255 GLADES ROAD  
SUITE 337 WEST  
BOCA RATON, FL 33431-7360  
ATTENTION: MR. ELIOT I. BERNSTEIN

343840  
January 31, 2000

**PROSKAUER ROSE LLP**

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360

Employer Identification No. 13-1840454

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CLIENT NAME: IVIEWIT.COM, INC.  
MATTER NAME: HUIZENGA LOAN  
FILE #: 40017.0025

FOR LEGAL SERVICES RENDERED INCLUDING DISBURSEMENTS AND  
CHARGES INCURRED FOR THE PERIOD ENDED DECEMBER 31, 1999  
AS SET FORTH IN THE ATTACHED PRINTOUT

TOTAL FEES:	\$1,273.75
DISBURSEMENTS AND CHARGES:	\$26.25
	<hr/>
TOTAL DUE:	\$1,300.00

TOTAL OF CURRENT INVOICE:

\$1,300.00

CLIENT: IVIEWIT.COM, INC.  
MATTER: HUIZENGA LOAN  
PAGE: 2

January 31, 2000

DATE	NAME	HOURS	DESCRIPTION
12/10/99	M ROBBINS	.50	Review file re: subscription agreement forwarded to Branden. Inter-office conferences with Rocky Thompson re: amendment to LLC Agreement. Inter-office conferences with A. Levy re: documentation admitting Investech as member, written consents. Review file re: Investech letter agreement.
12/13/99	M ROBBINS	.50	Inter-office conferences with Rocky Thompson, A. Levy re: conversion of loan and related documentation.
12/13/99	G COLEMAN	.25	Inter-office conference with loan and conversion terms.
12/15/99	M ROBBINS	3.00	Preparation of First Amendment to Limited Liability Company Agreement. Revisions to Joinder Agreement. Revisions to Subscription Agreement (Investech). Update Schedules to LLC Agreement. Meeting with Rocky Thompson re: documents reflecting admission of Investech. Telephone conferences with Spencer Romoff re: modifications to Schedules to LLC Agreement. Telephone call to Branden's office. Telephone conference with Sy Bernstein re: consents. Preparation of correspondence to Branden. Preparation of revisions to consent of Class A member and uview Board consent re: amendment to LLC Agreement.
12/16/99	M ROBBINS	1.50	Draft and preparation of correspondence to E. Bernstein, S. Bernstein and B. Utley. Draft and preparation of correspondence to Cris Branden re: replacement signature pages. Revise First Amendment to LLC Agreement. Revise Written Consents re: First Amendment to LLC Agreement. Inter-office conferences with J. Zammass re: coordination of signatures on Investech documents. Telephone conference with Sharon from Branden's office. Telephone conference with S. Bernstein. Telephone conference with Martha at iviewit.
12/20/99	M ROBBINS	.25	Telephone conference with Sharon from Chris Branden's office re: status of subscription documentation.

CLIENT: IVIEWIT.COM, INC.  
MATTER: HUIZENGA LOAN  
PAGE: 3

January 31, 2000

12/21/99 M ROBBINS .25 Telephone call to Cris Branden.  
12/23/99 M ROBBINS .50 Telephone conferences with Randy Obee re:  
subscription documents and joinder agreement.  
Preparation of e-mail to Thompson re: same.  
Inter-office conference with Jill Zammata re:  
same.  
12/27/99 M ROBBINS .25 Review documents from Sharon Molina (Branden's  
office).

SUMMARY OF HOURS

NAME	HOURS
GAYLE COLEMAN	.25
MARA LERNER ROBBINS	6.75
TOTAL FOR ASSOCIATE	7.00
TOTAL HOURS:	7.00

DISBURSEMENTS AND CHARGES

DESCRIPTION:	AMOUNT
DELIVERY CHARGES	8.65
FAX	16.00
REPRODUCTION	1.60
TOTAL DISBURSEMENTS AND CHARGES FOR THIS MATTER:	\$26.25

IVIEWIT.COM, INC.  
2255 GLADES ROAD  
SUITE 337 WEST  
BOCA RATON, FL 33431-7360  
ATTENTION: MR. ELIOT I. BERNSTEIN

346259  
February 17, 2000

**PROSKAUER ROSE LLP**

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360

Employer Identification No. 13-1840454

CLIENT NAME: IVIEWIT.COM, INC.  
MATTER NAME: GENERAL CORPORATE ADVICE  
FILE #: 40017.0001

FOR LEGAL SERVICES RENDERED INCLUDING DISBURSEMENTS AND  
CHARGES INCURRED FOR THE PERIOD ENDED JANUARY 31, 2000  
AS SET FORTH IN THE ATTACHED PRINTOUT

TOTAL FEES: \$72,712.50  
DISBURSEMENTS AND CHARGES: \$3,636.90  

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TOTAL DUE: \$76,349.40

**OUTSTANDING INVOICES**

<u>DATE</u>	<u>INVOICE</u>	<u>AMOUNT</u>	<u>PAYMENTS</u>	<u>REMAINING BALANCE</u>
08/24/99	327337	\$98,878.10	(\$58,347.55)	\$40,530.55
09/25/99	330767	\$44,206.08	\$ .00	\$44,206.08
10/12/99	333536	\$42,038.20	\$ .00	\$42,038.20
12/29/99	340154	\$50,154.10	\$ .00	\$50,154.10
01/31/00	343838	\$85,315.54	\$ .00	\$85,315.54

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 2

February 17, 2000

DATE	NAME	HOURS	DESCRIPTION
01/03/00	D THOMPSON II	1.75	Conference re pending projects; prepare amendment to Emerald letter; Meeting with Brian Utley.
01/03/00	D THOMPSON II	2.00	Meetings re conversion issues; Huizenga exchange and structural issues; Follow-up re same.
01/03/00	C WHEELER	3.00	Board Meeting; follow up on restructuring
01/03/00	M ROBBINS	8.50	Inter-office conferences with Rocky Thompson re: modifications to Emerald Capital engagement letter. Telephone conference with Martha re: same. Inter-office conferences with Rocky Thompson and Gayle Coleman re: restructuring and documentation, share exchange agreement for Investech. Inter-office conferences with Jill Zamas re: minute books for new entities, restructuring documentation, foreign qualifications, fictitious name filings. Draft and preparation of Share Exchange Agreement. Inter-office conferences with Jill Zamas re: name change amendment for iviewit.com, Inc. Florida corporation. Review iviewit.com, Inc. organizational resolutions. Meeting with Rocky Thompson and Gayle Coleman re: restructuring matters, share exchange with Investech and offering memorandum. Draft and preparation of written consent of a majority of the Class A Members and managers re: dissolution of iviewit LLC. Revisions to Certificate of Cancellation. Review LLC Agreement re: authority to dissolve and required consent. Inter-office conference with Gayle Coleman re: furniture lease. Inter-office conferences with J. Zamas re: restructure documentation. Revise Share Exchange Agreement. Preparation of private offering memorandum for iviewit Holdings, Inc. modified to uview.com, Inc. Multiple Inter-office conferences with Gayle Coleman re: dissolution and winding up of limited liability companies and preparation of dissolution documentation.



CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 3

February 17, 2000

01/03/00 G COLEMAN 7.50 Inter-office conference with M. Robbins re: furniture lease. Inter-office conferences with R. Thompson and M. Robbins re: restructuring and documentation, share exchange for Investech. Inter-office conferences with J. Zammass re: restructure documentation. Study and review share exchange agreement. Preparation of private offering memorandum for iviewit Holdings, Inc. modified to uview.com, Inc. Inter-office conference with D. Thompson and M. Robbins re: restructuring, private offering memorandum, furniture deal lease, Investech exchange, resolutions and consents. Research re: dissolution of iviewit LLC. Multiple Inter-office conferences with M. Robbins re: dissolution and winding up of limited liability companies and preparation of documentation.

01/03/00 J ZAMMAS 3.00 Discussion with M. Robbins regarding ordering documents; give information to G. Coleman regarding iviewit, Inc.; telephone Secretary of State regarding use of name iviewit.com, Inc.; order minute books for iviewit Holdings, Inc. (DE) and iviewit.com, Inc. (DE); telephone Jerry Lewin regarding SS-4's to be prepared; discuss name-change amendment with M. Robbins; check name availability; preparation of name-change amendment, Directors' Consent and SS-4's; preparation of memorandum to E. Bernstein attaching amendments; bring SS-4's to Jerry Lewin for filing with the IRS.

01/03/00 A LEVY 1.75 Conf with M Lerner and D Thompson re furniture transaction; review draft documents.; research re tacking period for Rule 144 sales (re the convertible note)

01/04/00 M ROBBINS 7.50 Telephone conferences with E. Lewin re: documentation needed for audit and FEIN applications. Inter-office conferences with J. Zammass re: same. Inter-office conferences with A. Levy re: restructuring documentation and closing binder re: same. Review correspondence from CorpAmerica re: filings. Inter-office conferences with J. Zammass re: name change amendment for iviewit.com, Inc. (Florida) and foreign qualifications. Preparation of

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 4

February 17, 2000

revisions to Share Exchange Agreement. Draft and preparation of Share Exchange Option Agreement. Inter-office conferences with Gayle Coleman re: Investech Share Exchange Agreement and Share Exchange Option Agreement. Preparation of memorandum to Rocky Thompson re: Investech Share Exchange Agreement. Draft and preparation of Investech subscription agreement with uview. Telephone conferences with Jerry Lewin re: dissolution of iviewit LLC. Preparation of correspondence to Jerry Lewin re: dissolution of iviewit LLC. Inter-office conferences with Chris Wheeler and Andrew Levy re: purchase versus rental of furniture and corresponding documentation. Multiple inter-office conferences with Andrew Levy re: closing binder for and coordination of restructuring documentation. Multiple inter-office conferences with Gayle Coleman re: Investech shares exchange and subscription documents, private offering memorandum and general corporate matters.

01/04/00 G COLEMAN

6.25 Review and revise consent to dissolve iviewit LLC and certificate of cancellation. Preparation of private offering memorandum. Study and review Emerald Partners agreement. Inter-office conference call to D. Thompson re: same. Inter-office conference with A. Levy re: bylaws of iviewit Holdings, Inc. and iviewit.com, Inc. Preparation of subscription documents for uview.com, Inc. Study and revise share exchange agreement for Investech. Preparation of detailed memorandum re: explanation of missing business terms. Multiple telephone conferences with M. Robbins re: Investech transaction. Inter-office conference re: restructuring documentation and closing binder. Inter-office conference with M. Robbins re: Investech subscription documents, share exchange agreement, private offering memorandum and general corporate matters.

01/04/00 J ZAMMAS

4.00 Check name availability of I.C. Inc.; have agreement signed by B. Utley; revise amendment and have signed by Eliot Bernstein; preparation of Certificate of Cancellation of iviewit LLC; check status of certified documents from

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 5

February 17, 2000

Delaware; follow-up on amendment signing; check on legend for Delaware certificates; have subscription letter agreements and notes copied for B. Utley; file Articles of Amendment of iviewit.com, Inc. with the Florida Secretary of State; office conference with A. Levy regarding documents needed.

01/04/00 A LEVY	6.00	Matters re corporate restructuring; matters re furniture transaction (including multiple TC's with Steve Greenwold and Brian Utley and multiple conferences with C. Wheeler and M Lerner)
01/05/00 D THOMPSON II	.75	Conference with Attorney Mara Lerner Robbins re restructuring items.
01/05/00 C WHEELER	1.00	2 conf with Mr. Utley re proposals, employment contracts, venture capital
01/05/00 C WHEELER	.50	Conf with Mr. Assaf
01/05/00 C WHEELER	.50	Follow up on status of lawsuit preparation; review of news articles
01/05/00 M ROBBINS	6.50	Draft and preparation of Share Exchange Option Agreement. Inter-office conferences with Andrew Levy re: furniture documentation and uview capitalization and restructuring. Review and revise memo to Utley re: information needed to complete offering memorandum. Review and comments to offering memorandum. Meeting with Gayle Coleman re: offering memorandum. Review and revise consent re: election of Utley and Lewin as directors. Inter-office conference with Rocky Thompson re: termination of S election. Inter-office conference with Andrew Levy re: termination of S election. Preparation of Investech subscription agreement. Review and revise subscription documents for offering memorandum. Inter-office conferences with Andrew Levy and Gayle Coleman re: closing binder for restructuring.

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 6

February 17, 2000

01/05/00 G COLEMAN 3.25 Preparation of detailed memorandum to B. Utley re: business terms. Prepare and revise private offering memorandum. Multiple inter-office conferences with M. Robbins. Inter-office conference with A. Levy re: bill of sale and closing binder. Study and revise subscription documents. Calculation of potential offering amounts. Preparation of stockholders table. Study and revise share exchange option agreement.

01/05/00 J ZAMMAS 4.00 Refax Articles of Amendment to the Secretary of State; fax agreement to J. Lewin; issue stock certificates of iviewit.com, Inc. (DE) and iviewit Holdings, Inc. (DE); telephone the Secretary of State regarding Amendment and name conflict; discuss with M. Robbins; have stock certificates, stock powers and resolution signed by B. Utley, S. Bernstein and E. Bernstein; have flowchart revised; set up minute book for i.c., Inc.; send foreign qualification documents for iviewit.com, Inc. (DE) to the Florida Secretary of State.

01/05/00 A LEVY 5.00 Matters re furniture transaction (including multiple TC's with client and counsel for Seller and revisions to transaction documents); organization of final documents re corporate reorganization transaction.

01/06/00 M ROBBINS 3.00 Telephone conferences with Erika Lewin re: FEIN. Review and revise offering memorandum. Review and revise Share Exchange Option Agreement. Inter-office conference with Andrew Levy re: uvieview's S election. Multiple telephone conferences with J. Lewin re: dissolution of iviewit LLC and S election. Review and revise offering memorandum.

01/06/00 J ZAMMAS 2.50 Check on status of foreign qualification; telephone Secretary of State regarding qualification; send e-mail to Jerry Lewin regarding dissolution of iviewit LLC; set up minute books; copy documents for Erika Lewin; work on additional flow charts.

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 7

February 17, 2000

01/06/00 A LEVY 2.25 Additional revisions to furniture transaction documents; distribute documents to client; TC with Brian Utley re documents; review and revise Share Exchange Option Agreement; update files with J. Zammass re corporate restructuring transaction.

01/07/00 D THOMPSON II .50 Follow-up on reorganization matters.

01/07/00 C WHEELER 1.00 Conf with Mr. Utley re various corporate matters

01/07/00 C WHEELER .25 Conf with Elliot Bernstein and Mr. Welch

01/07/00 M ROBBINS 2.50 Inter-office conferences with Chris Wheeler re: issuance of shares to Crate. Meetings with Rocky Thompson and Andrew Levy re: calculation of shares of iviewit entities in connection with Crate issuance. Preparation of correspondence to Lewin. Telephone conferences with Lewin. Inter-office conferences with Jill Zammass re: restructuring documentation for closing binder.

01/07/00 J ZAMMAS 2.50 Preparation of closing binder checklist of iviewit restructuring documents.

01/07/00 A LEVY .75 Work on reorganization files.

01/10/00 D THOMPSON II .75 Review due diligence request; Conference with Attorney C. Wheeler.

01/10/00 D THOMPSON II .75 Meeting with Maurice Buchsbaum re proposed Alpine deal terms; review same.

01/10/00 D THOMPSON II 1.25 Conferences and analysis re restructuring and Emerald Warrants.

01/10/00 C WHEELER 1.00 Conf with Mr. Assaf and Mr. Utley

01/10/00 C WHEELER 1.00 Conf with Mr. Utley re work; conf with Ms. Coleman and Mr. Thompson re structure

01/10/00 M ROBBINS 8.50 Multiple inter-office conferences with Gayle Coleman re: name changes and corresponding documentation. Telephone conference with Brian Utley re: D&O Questionnaire. Meeting with Jerry Lewin re: completion of D&O

February 17, 2000

Questionnaire. Preparation of offering memorandum and update biographies. Inter-office conferences with Gayle Coleman re: Essex term sheet and issuance of warrants. Multiple inter-office conferences with Jill Zammass re: Certificates of Amendment to Certificates of Incorporation and corresponding written consents. Review and revise draft of offering memorandum. Preparation of e-mail to Jill Zammass re: follow up on Crate share issuance. Preparation of Certificate of Amendment to Certificate of Incorporation re: uview name change. Preparation of written consent of Board and Class A stockholders re: name change amendment. Multiple inter-office conferences with Gayle Coleman re: provisions of draft offering memorandum. Calculation of shares previously issued in iviewit entities. Review and revise draft private offering memorandum.

01/10/00 G COLEMAN 6.75 Inter-office conference with M. Robbins re: term sheet for Essex. Multiple inter-office conferences with C. Wheeler re: name changes and intellectual property issues. Multiple inter-office conferences with M. Robbins re: name changes and corporate documentation. Inter-office conference with D. Thompson re: term sheets and Essex Capital. Conference with B. Utley re: terms of private offering memorandum. Conference with G. Lewin re: due diligence and net losses. Multiple inter-office conferences with J. Zammass re: due diligence. Preparation of private offering memorandum and subscription documents. Calculation of stock ownership. Study and review Emerald Partners agreement for calculations. Revise stockholder calculations. Study and review amendments and support for name change. Calculation of shares.

01/10/00 J ZAMMAS 2.25 Discussion with M. Robbins regarding name changes for iviewit companies; contact paralegal in NY office regarding assignment of patents; work on name-change amendments; compile due diligence documents.

01/10/00 A LEVY 1.00 Work on bio for PPM; review documents re name changes.

01/11/00 A GORTZ .25 Cf CCW

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 9

February 17, 2000

01/11/00 D THOMPSON II 1.50 Review proposed terms of Alpine investment;  
analysis of same.

01/11/00 D THOMPSON II .75 Conferences with Attorney Andrew Levy re name  
changes and exchanges and capitalization  
issues.

01/11/00 D THOMPSON II .25 Conference with Attorney Andrew Levy re  
preparation of Warrant.

01/11/00 D THOMPSON II 2.25 Review and revise Option and Exchange  
Agreement; Follow-up re Investech investment.

01/11/00 C WHEELER 1.00 Conf with Mr. Bernstein re patents and  
infringement

01/11/00 C WHEELER 1.00 Conf with Elliot Bernstein

01/11/00 C WHEELER 1.00 Conf with Mr. Utley

01/11/00 C WHEELER 1.00 Conf with Mr. Joao re patents

01/11/00 C WHEELER 1.00 Conf with Mr. Thompson and Ms. Robbins re work;

01/11/00 C WHEELER .50 Conf with Mr. Lewin re patents

01/11/00 C WHEELER .50 Conf with Mr. Bernstein and Mr. Utley re status  
of patents and corporate setup

01/11/00 M ROBBINS 8.75 Inter-office conferences with Andrew Levy re:  
follow up on Investech Share Exchange  
Agreement, Share Exchange Option Agreement,  
corporate name changes. Review and revise  
private offering memorandum. Multiple  
inter-office conferences with Gayle Coleman re:  
offering memorandum and revisions thereto.  
Inter-office conferences with Jill Zamas re:  
preparation of list of new stockholders post  
restructuring, name change amendments, follow  
up with Jerry Lewin re: Crate share issuance.  
Review Gayle Coleman's modifications to private  
offering memorandum. Meeting with Rocky  
Thompson and Andrew Levy re: share exchange  
agreement and share exchange option agreement.  
Preparation of due diligence documents for  
Alpine transaction.

01/11/00 G COLEMAN 7.50 Preparation of private offering memorandum  
revisions. Multiple inter-office conferences  
with M. Robbins and J. Zamas re: due diligence  
information. Conference with E. Lewin re: due  
diligence. Study and revise revisions to

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 10

February 17, 2000

private offering memorandum. Make name changes to offering memorandum. Telephone conferences with M. Robbins re: due diligence, warrants, forms of agreements and intellectual property issues. Preparation of detailed memorandum re: PPM. Inter-office conference with M. Robbins re: due diligence and private offering issues. Follow-up on Investech transaction, name change, et al. Preparation of due diligence.

- 01/11/00 G COLEMAN .50 Review and revise option exchange agreement. Inter-office conference re: warrant.
- 01/11/00 J ZAMMAS 7.50 Work on name-change amendments; preparation of stockholder lists for new entities; send fax to Jerry Lewin regarding issuance of shares to Darryl Crate; work on due diligence documents; have documents executed by iviewit officers.
- 01/11/00 A LEVY 7.25 Mtng with D. Thompson re preparation of warrants; review ECPI letters; preparation and drafting of ECPI Warrant; review materials re registration rights; mtng with W. Robbins and J. Zammass re due diligence; general other matters.
- 01/12/00 D THOMPSON II 1.75 Telephone conference with Cris Branden re reorganization matters; Conference with Brian Utley re private placements; Follow-up re same.
- 01/12/00 D THOMPSON II 1.50 Meeting with Brian Utley.
- 01/12/00 D THOMPSON II 1.75 Review Alpine Term Sheet; analysis of negotiating points; Telephone conference with Attorney N. Beloff re Preferred Stock terms.
- 01/12/00 C WHEELER .50 Conf with Mr. Armstrong re strategic alliance agreement with AESI
- 01/12/00 C WHEELER 1.00 Conf with Ms. Robbins re followthru on due diligence; conf with Mr. Thompson re same and re term sheet
- 01/12/00 C WHEELER .25 Conf with Mr. Lewin
- 01/12/00 C WHEELER 1.50 Conf with Mr. Utley; conf with Mr. Utley and Mr. Thompson
- 01/12/00 C WHEELER .50 Conf with Erica Lewin
- 01/12/00 C WHEELER .25 Message from Ms. Robbins re due diligence



CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 11

February 17, 2000

01/12/00 N BELLOFF .50 T/C w Rocky Thompson re: Venture capital issues.

01/12/00 M ROBBINS 9.00 Preparation of due diligence materials for Alpine Capital. Multiple meetings and telephone conferences with Erika Lewin re: same. Multiple meetings with Jill Zamas re: same. Draft and preparation of Notice of Written Action to Investech. Inter-office conferences with Rocky Thompson re: Investech share exchange.

01/12/00 G COLEMAN 3.75 Multiple telephone conferences with M. Robbins re: due diligence for Alpine transaction. Multiple telephone conferences with Martha of iviewit re: private offering memorandum. Review and revise offering memorandum for private placement. Multiple telephone conferences with M. Robbins re: offering memorandum and revisions thereto. Revise offering memorandum.

01/12/00 G COLEMAN .75 Preparation of due diligence response.

01/12/00 J ZAMMAS 8.00 Fax Articles of Amendment for iviewit Holdings, Inc. and uview.com, Inc. to CorpAmerica for filing; work on due diligence documents;

01/12/00 A LEVY 6.50 Draft additional provisions/revise/edit Share Exchange and Share Exchange Option Agreement; internal mtngs re same; mtng with E. Lewin and M. Robbins re effect of furniture transaction on due diligence materials; draft insert to due diligence materials describing furniture transaction and issuance of convertible note; other general matters.

01/13/00 D THOMPSON II 1.75 Telephone conference with Rod Bell re terms of preferred stock investment; review same.

01/13/00 D THOMPSON II 1.25 Meeting with Attorney Mara Lerner Robbins re Alpine due diligence and stock issuances matters; analysis of same.

01/13/00 C WHEELER .25 Conf with Ms. Robbins re due diligence

01/13/00 M ROBBINS 9.00 Preparation of due diligence materials for Alpine Venture Capital. Multiple meetings with Erika Lewin, Gayle Coleman and Jill Zamas re: same. Inter-office conference with Rocky Thompson re: new corporate structure, Alpine term sheet.

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 12

February 17, 2000

01/13/00 G COLEMAN 8.25 Multiple telephone conferences with Martha re: missing information for \$500,000 private offering memorandum. Meeting with B. Utley re: private offering memorandum and Investech. Meeting with E. Bernstein re: private offering memorandum. Multiple office conferences with E. Lewin re: restructure, private offering memorandum, and financial information. Multiple office conferences with M. Robbins re: due diligence. Study and Revise private offering memorandum. Preparation of duplicate offering memorandum re: Investech. Prepare summary of restructure. Telephone conference with G. Lewin re: share ownership. Preparation of memo to B. Utley. Preparation of analysis of corporate structure. Review and revise letter to Bell re: due diligence. Assist in due diligence response.

01/13/00 J ZAMMAS 4.25 Work on compiling due diligence documents; fax name-change amendment of iviewit Holdings, Inc. to the Florida Secretary of State; update stockholder/member lists.

01/14/00 D THOMPSON II 2.25 Meeting with Brian Utley and Jerry Lewin re Alpine deal, PPM and securities issues; Follow-up re same.

01/14/00 D THOMPSON II .75 Conference and analysis with Attorneys C. Wheeler and G. Coleman re securities and technology issues.

01/14/00 C WHEELER 2.00 Meeting with Mr. Utley and Mr. Bernstein; conf with Mr. Thompson

01/14/00 C WHEELER 1.00 Conf with Mr. Utley and Mr. Rubenstein

01/14/00 C WHEELER 1.00 Review of corporate setup; conf with Mr. Lewin

01/14/00 M ROBBINS 6.25 Telephone conference with Rodney Bell re: due diligence materials. Meetings with E. Lewin re: additional due diligence items. Telephone conferences with Maurice Buchsbaum and Eliot Bernstein re: business plan. Inter-office conference with Gayle Coleman re: private offering memorandum, revisions to offering memorandum re: risk factors for potential infringement and business plan. Review annotated due diligence list and conferences

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 13

February 17, 2000

with Jill Zammass re: same. Revisions to stockholder lists of iviewit entities. Preparation of memorandum to corporate department re: iviewit structure and organizational charts. Meeting with Erika Lewin re: business plan and audited financials. Preparation of e-mail to Gayle Coleman re: business plan and financials. Draft and preparation of correspondence to Rodney Bell. Preparation of e-mail to Jill Zammass re: due diligence request list documents. Inter-office conferences with Rocky Thompson re: dissolution of iviewit LLC, acknowledgment agreement to employment agreement for stock splits, Investech share exchange, minority shareholder exchange option.

01/14/00 G COLEMAN 3.25 Telephone conference with Martha re: private offering memorandum. Telephone conference with E. Lewin re: audited financial statements. Inter-office conference with R. Thompson re: private offering memorandum and information to be included. Preparation of revisions to intellectual property risk factors. Inter-office conference with C. Wheeler re: potential intellectual property infringement. Multiple inter-office conferences with M. Robbins re: due diligence, private placement and infringement issues. Preparation of chart for corporate restructure. Multiple inter-office conferences re: business plan.

01/14/00 J ZAMMAS 5.25 Work on due diligence lists of documents; fax documents to Rod Bell.

01/14/00 A LEVY 2.00 Matters re warrants; furniture documents.

01/17/00 D THOMPSON II 1.50 Conference with Attorney Gayle Coleman re securities matters and private placement memorandum; Follow-up on Alpine deal.

01/17/00 D THOMPSON II 1.75 Telephone conference with Cris Branden re exchange and option matters; Prepare Option Agreement.

01/17/00 C WHEELER 1.50 Conf with Mr. Utley; conf with Mr. Lewin

01/17/00 S ROMOFF 1.00 Review Share Exchange Option Exchange; Conference w/ MR.

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 14

February 17, 2000

01/17/00 M ROBBINS 6.50 Inter-office conferences with Gayle Coleman re: business plan. Inter-office conferences with Jill Zammass re: forwarding additional due diligence documents to Rodney Bell, revisions to list of due diligence documents and circulation of memo to corporate department and iviewit re: due diligence documents forwarded to Rodney Bell. Review and revise due diligence documents list. Review iviewit LLC Agreement re: dissolution. Inter-office conferences with Gayle Coleman re: financials for offering memorandum. Telephone conferences with Spencer Romoff re: tax matters relative to share exchange option agreement. Review and preparation of comments to business plan. Review and revise organizational lists.

01/17/00 G COLEMAN 7.75 Inter-office conference with R. Thompson re: financial disclosure issues. Inter-office conference with R. Thompson re: risk factors related to intellectual property. Multiple-inter-office conferences with M. Robbins re: corporate structure and business plan modifications. Conference with E. Lewin re: financial information. Telephone conference with K. Rubinstein re: possible infringement. Review and comment on proposed form of Business Plan. Study and revise form of warrant certificate for Emerald Partners.

01/17/00 J ZAMMAS 4.00 Office conference with M. Robbins regarding additional documents to be sent to Holland and Knight; preparation of letter to Rod Bell and memorandum to corporate attorneys; compile binders and inserts for Erika Lewin.

01/17/00 A LEVY .25 Mtng with Rocky re status of furniture deal; place TC to Brian re same.

01/18/00 D THOMPSON II .75 Follow-up on Alpine investment; Telephone conferences with Brian Utley re same; Telephone conference with Attorney Stuart Rosow.

01/18/00 D THOMPSON II 2.25 Meeting with Brian Utley re Alpine, Huizenga and related matters; Telephone conference with Cye Bernstein re securities transactions; Follow-up re same.

01/18/00 C WHEELER .50 Conf on financing

01/18/00 S ROMOFF .25 Conference w/ DT re: Exchange Option.

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 15

February 17, 2000

01/18/00 M ROBBINS .25 Telephone conference with G. Coleman re:  
business plan.

01/18/00 G COLEMAN 5.00 Preparation of revisions to form of Warrant for  
Emerald Partners. Inter-office conference with  
A. Levy re: same. Preparation of revisions to  
risk factors relating to intellectual property  
and to private offering memorandum.  
Preparation of revisions to business plan.

01/18/00 A LEVY 3.50 TC with Sy re furniture deal; mtng with Rocky  
re same; Conf call with Rocky and Sy re same;  
TC with Brian Utley re comments to documents;  
TC with Seller's counsel re change in face  
amount of note; Mtng with G. Coleman re ECPI  
warrants; revise and redraft Warrants and  
distribute internally; revise and distribute  
furniture documents to working group.

01/19/00 D THOMPSON II .75 Follow-up on Alpine matter.

01/19/00 M ROBBINS .25 Telephone conference with A. Levy re: tax  
issues relative to share exchange option  
agreement and discussion points with S. Romoff.

01/19/00 J ZAMMAS .75 Preparation of letter to Brian Utley enclosing  
Delaware Annual Franchise Tax Reports for  
iviewit Holdings, Inc. and iviewit.com, Inc.;  
work on closing binders.

01/19/00 A LEVY 1.00 TC with Mara re S. Romoff tax comments to  
Option Agreement; other general matters

01/20/00 C WHEELER .50 Follow up on furniture transaction

01/20/00 M ROBBINS .25 Telephone conferences with A. Levy and G.  
Coleman re: Investech modifications to share  
exchange agreement.

01/20/00 G COLEMAN .25 Inter-office conference with A. Levy re:  
corporate restructure and Investech.

01/20/00 J ZAMMAS 1.00 Work on closing binders for iviewit  
restructuring; discuss documents with A. Levy;

01/20/00 A LEVY .25 Review Alpine term sheet.

01/21/00 D THOMPSON II 1.50 Review documentation re furniture purchase;  
Meeting with Cy Bernstein re same.

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 16

February 17, 2000

01/21/00 M ROBBINS 3.00 Inter-office conferences with A. Levy re: modification to share exchange agreement capitalization representation. Review ECPI engagement letter, offering memorandum and furniture documentation re: issuance of warrants and convertible note and capitalization. Preparation of representation in share exchange agreement re: capitalization representation. Preparation of correspondence to Ed Restaino re: modified share exchange agreement. Inter-office conference with A. Levy re: corporate structure and conversion shares for furniture transaction. Preparation of e-mail to Rocky Thompson re: Share Exchange Agreement. Inter-office conference with Gayle Coleman re: calculation issues and capitalization of iviewit Holdings.

01/21/00 G COLEMAN 1.00 Inter-office conference with M. Robbins re: calculation and capitalization issues for Investech. Review representation re: capitalization. Review offering memorandum and furniture documentation.

01/22/00 C WHEELER .25 Message from B.Utley

01/24/00 D THOMPSON II .75 Conference with Attorney A. Levy re furniture deal; Conference with Attorney C. Wheeler and B. Utley re Alpine.

01/24/00 D THOMPSON II .50 Telephone conference with Rod Bell re documentation status of Alpine; Telephone conference with Cy Bernstein.

01/24/00 D THOMPSON II .50 Meeting with Brian Utley re status of pending items.

01/24/00 G COLEMAN .50 Conference with E. Lewin re: securities holdings and warrant issues. Telephone conference re: same.

01/24/00 A LEVY .25 TC with counsel to Stark's re preparation of collateral description.

01/25/00 D THOMPSON II .75 Conference with Attorney Gayle Coleman re private placement memorandum; Conference with Attorney C. Wheeler.

01/25/00 C WHEELER .25 Conference w/B.Utley

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 17

February 17, 2000

01/25/00 M ROBBINS .50 Telephone conference with George Villasana re: due diligence. Telephone call to J. Lewin re: Bernsteins stock ownership.

01/25/00 G COLEMAN 5.00 Preparation of Alpine Private Offering Memorandum. Inter-office conferences with R. Thompson re: same. Preparation of e-mails and responses re: same. Conference with E. Lewin re: capitalization issues.

01/26/00 D THOMPSON II .75 Conference with Brian Utley re Alpine and Crate investments; Conference with attorney M. Robbins; Telephone conference with George Viasana of Holland & Knight.

01/26/00 C WHEELER .25 Conference as to follow-up on our money

01/26/00 M ROBBINS 4.75 Meeting with Simon Bernstein re: ownership interest in iviewit Holdings, Inc. Telephone conferences with George Villasana re: due diligence. Telephone conferences with Ed Ristaino re: Investech share exchange. Inter-office conferences with Jill Zammass re: update stock ledgers to reflect Investech share exchange. Review and revise updated stock ledgers. Telephone conference with Erika Lewin re: loan application and holdings of stockholders. Inter-office conference with Rocky Thompson re: Alpine due diligence and listing of outstanding options, warrants. Preparation of supplement to stockholder list re: outstanding options and warrants. Preparation of correspondence to George Villasana. Inter-office conference with Andrew Levy re: furniture documentation. Organization of corporate documents and files. Multiple telephone conferences with E. Lewin and Martha.

01/26/00 G COLEMAN 4.50 Preparation of subscription agreement, private offering (modified to Min/Max offering) and Series A component. Review Alphine term sheet.

01/26/00 J ZAMMAS 3.00 Discuss preparation of UCC-1 with A. Levy; prepare Florida UCC-1 for iviewit Holdings, Inc.; work on shareholder lists for M. Robbins; fax to George Villasana.

01/26/00 A LEVY .50 Meeting with E. Lewin.

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 18

February 17, 2000

01/27/00 D THOMPSON II 2.50 Review Alpine Letter of Intent; Meeting with Brian Utley re same; Follow-up re same; Telephone conference with George Villasana

01/27/00 C WHEELER .25 Conference w/B.Utley

01/27/00 M ROBBINS 3.25 Inter-office conferences with Jill Zammass re: due diligence matters and organization of corporate files. Review draft of Alpine Term Sheet. Inter-office conferences with Rocky Thompson re: Alpine transaction. Telephone call to J. Lewin. Telephone conferences with E. Lewin. Telephone conferences with Ed Ristaino. Inter-office conferences with Gayle Coleman re: offering and restructuring. Review draft offering memorandum, ECPI engagement letter and furniture documents.

01/27/00 G COLEMAN 5.25 Preparation of private offering memorandum and subscription documents for Alpine transaction.

01/27/00 J ZAMMAS 2.25 Discussion with M. Robbins regarding documents to be sent to George Villasana; issue stock certificate of iviewit.com, Inc.; send copies of all stock certificates to George Villasana.

01/28/00 D THOMPSON II 1.25 Follow-up on Alpine Term Sheet; analysis of open points.

01/28/00 D THOMPSON II .75 Conference re Alpine Private Placement Memorandum.

01/28/00 D THOMPSON II .50 Conference with Attorney A. Levy re furniture deal; Follow-up re Stock Option Agreement.

01/28/00 M ROBBINS 5.50 Meeting with Rocky Thompson and Gayle Coleman re: private offering. Calculation of shares to be issued to Alpine and meeting with Rocky Thompson re: same. Preparation of correspondence to Villasana re: additional due diligence documents. Meeting with E. Lewin re: additional due diligence documents. Telephone conference with E. Lewin re: officers. Telephone conference with E. Bernstein and Alan Epstein. Preparation of correspondence to Alan Epstein re: option agreement. Telephone conferences with Ed Ristaino re: negotiation of share exchange agreement. Preparation of correspondence to Cris Branden re: share exchange agreement. Inter-office conferences



February 17, 2000

with Rocky Thompson. Inter-office conferences with Gayle Coleman re: private offering. Preparation of memorandum to E. Lewin re: capitalization. Review and revise stockholder lists. Inter-office conference with Rocky Thompson re: share exchange agreement and capitalization representation.

- 01/28/00 G COLEMAN 3.50 Inter-office conference with R. Thompson and M. Robbins re: private offering for Alpine transaction, Emerald Partners compensation and calculations. Calculation of shares. Preparation of revisions to draft offering documents for distribution. Conference with E. Lewin re: capitalization. Inter-office conference re: capitalization issues.
- 01/28/00 G COLEMAN .25 Inter-office conferences with M. Robbins re: shareholders list and holdings.
- 01/31/00 D THOMPSON II 4.00 Meetings with Brian Utley re Alpine; Telephone conference with N. Belloff re SBIC matters; Follow-up re same.
- 01/31/00 M ROBBINS 4.50 Inter-office conferences with Jill Zammass re: foreign qualifications, Alpine due diligence materials, dissolution of entities. Telephone conference with B. Utley re: ECPI warrants. Telephone conference with Cris Branden re: Share Exchange Agreement. Preparation of binder for Cris Branden. Inter-office conferences with Gayle Coleman re: Telephone conferences with Erika Lewin. Multiple inter-office conferences with Gayle Coleman re: offering and calculation of shares. Calculation of S. Bernstein shares. Inter-office conferences with Rocky Thompson re: Alpine term sheet and calculation of shares. Multiple telephone conferences with George Villasana re: due diligence.
- 01/31/00 G COLEMAN .75 Preparation modifications to private offering memorandum and proof same. Inter-office conference re: Huizenga closing. Address effective date issues.
- 01/31/00 J ZAMMAS .75 Get copies of foreign qualifications for Erika Lewin; office conference with M. Robbins regarding due diligence documents; work on closing binders for iviewit reorganization.

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 20

February 17, 2000

01/31/00 A LEVY .75 Matters re furniture transaction.

SUMMARY OF HOURS

NAME	HOURS
ALBERT W. GORTZ	.25
CHRISTOPHER C. WHEELER	26.00
TOTAL FOR PARTNER	26.25
DONALD E. THOMPSON II	44.25
TOTAL FOR SENIOR COUNSEL	44.25
ANDREW D. LEVY	39.00
GAYLE COLEMAN	81.50
MARA LERNER ROBBINS	98.25
NEIL BELLOFF	.50
SPENCER J. ROMOFF	1.25
TOTAL FOR ASSOCIATE	220.50
JILL B. ZAMMAS	55.00
TOTAL FOR LEGAL ASSISTANT	55.00
TOTAL HOURS:	346.00

DISBURSEMENTS AND CHARGES

DESCRIPTION:	AMOUNT
CORP. SERVICE	1,946.50
DELIVERY CHARGES	47.25
FAX	189.00
LOCAL TRAVEL	5.00
MISCELLANEOUS	172.25
REPRODUCTION	1,259.40
SECRETARIAL OVERTIME	17.50
TOTAL DISBURSEMENTS AND CHARGES FOR THIS MATTER:	\$3,636.90

IVIEWIT.COM, INC.  
2255 GLADES ROAD  
SUITE 337 WEST  
BOCA RATON, FL 33431-7360  
ATTENTION: MR. ELIOT I. BERNSTEIN

343838  
January 31, 2000

## PROSKAUER ROSE LLP

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360

Employer Identification No. 13-1840454

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CLIENT NAME: IVIEWIT.COM, INC.  
MATTER NAME: GENERAL CORPORATE ADVICE  
FILE #: 40017.0001

FOR LEGAL SERVICES RENDERED INCLUDING DISBURSEMENTS AND  
CHARGES INCURRED FOR THE PERIOD ENDED DECEMBER 31, 1999  
AS SET FORTH IN THE ATTACHED PRINTOUT

TOTAL FEES:	\$82,235.00
DISBURSEMENTS AND CHARGES:	\$3,080.54
TOTAL DUE:	\$85,315.54

TOTAL OF CURRENT INVOICE:

\$85,315.54

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 2

January 31, 2000

DATE	NAME	HOURS	DESCRIPTION
12/01/99	C WHEELER	4.50	Meeting of Iviewit board
12/01/99	C WHEELER	.50	Review of letter of intent
12/01/99	M ROBBINS	.25	Inter-office conferences with Jill Zammas re: finalization of draft loan agreements for furniture.
12/01/99	G COLEMAN	.25	Inter-office conference with M. Robbins re: licensing issues.
12/01/99	J ZAMMAS	2.25	Discuss documents with M. Robbins; preparation of letters to Brian Utley, Simon Bernstein and James Armstrong; work on enclosed documents; work on subscription letter agreement.
12/02/99	D THOMPSON II	1.00	Meeting with Attorney C. Wheeler re pending projects with iviewit.
12/02/99	C WHEELER	1.00	Conf with Mr. Thompson re numerous projects and corporate setup
12/02/99	M ROBBINS	1.00	Meeting with B. Utley re: generic web site and license agreement. Inter-office conference with Thompson re: iviewit pending matter list. Preparation of iviewit pending matter list.
12/03/99	D THOMPSON II	3.25	Meeting with Attorney M. Robbins re pending projects; analysis of same; Follow-up re same.
12/03/99	C WHEELER	.25	Conf with Erika Lewin re banner site
12/03/99	C WHEELER	.25	Message re confidentiality agreement re Zak and Jude
12/03/99	C WHEELER	.50	Review of status of pending matters
12/03/99	M ROBBINS	2.25	Meeting with Rocky Thompson re: pending matters and assignments. Preparation of additional revisions to generic website and license agreement. Inter-office conferences with Zammas re: same. Telephone conference with NY library re: background search. Preparation of e-mail re: Doc McGhee. Review Jenex Agreement termination provision. Review Gruntal Agreement. Inter-office conferences with Rocky Thompson re: uview subscription agreement

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 3

January 31, 2000

terms, iviewit LLC noncompete in LLC agreement.  
Review correspondence to J. Armstrong.

12/03/99 J ZAMMAS 1.50 Obtain documents for M. Robbins; issue shares to Brian Utley; redline agreement and fax to James Armstrong; copies to Brian Utley and C. Wheeler; update uview.com, Inc. shareholder list.

12/03/99 S KAGEN .50 Searched for background and biographical information on a person named Doc McGhee of McGhee Entertainment Inc.

12/06/99 R STORETTE .75 Research INS regulations re: practical training employment authorization and H-1B visa procedures as well as F-1 off campus employment; various tel. conversations RT and CW; research re: INS penalties, paperwork violations and I-9 audits.

12/06/99 D THOMPSON II 3.25 Conference with Attorney C. Wheeler re work-for-hire agreements; Prepare same; Telephone conference with Attorney K. Healy re same.

12/06/99 D THOMPSON II .75 Conference with Attorneys M. Robbins and G. Coleman re securities issues and pending projects.

12/06/99 D THOMPSON II .75 Telephone conference with Ron Storette re immigration issues; Follow-up re same.

12/06/99 C WHEELER 2.00 Conf with Mr. Utley re status of various matters; follow up on immigration problems; conf as to capital; conf with Mr. Storette

12/06/99 M ROBBINS 6.50 Review pending matters list. Telephone conferences with E. Lewin. Modifications to Joan Stark subscription agreement. Preparation of correspondence to Utley and Bernstein re: modified subscription agreement. Inter-office conferences with A. Levy re: blue sky exemption. Review file re: MacKenzie consulting agreement. Revisions to generic website agreement. Meeting with Rocky Thompson and Gayle Coleman re: pending matters. Telephone conferences with E. Lewin. Inter-office conferences with Coleman re: inter-company license agreement. Review sample license agreements. Telephone calls to S. Bernstein. Telephone conferences with NYO library re:

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 4

January 31, 2000

background search of McGhee. Inter-office conferences with Rocky Thompson and Gayle Coleman re: PPM. Revisions to generic website agreement. Organization of iviewit files. Review Regulation D and general securities matters relative to integration of offerings, accreditation of investors. Preparation of firm e-mail re: knowledge of Doc McGhee.

12/06/99 G COLEMAN .75 Inter-office conference with M. Robbins and D. Thompson re: furniture transaction, web and other license and status.

12/06/99 S KAGEN 1.00 Searched for biographical and background information regarding a person named Doc McGhee.

12/07/99 D THOMPSON II 2.50 Finalize Confidentiality and Proprietary Rights Agreement; review pending projects.

12/07/99 D THOMPSON II 2.50 Review and analysis of Financial Advisor Agreement with Emerald; analysis of impact on other agreements.

12/07/99 C WHEELER 1.00 Conf with Mr. Utley; follow up on immigration matters; check on transfer of Bernstein interests

12/07/99 C WHEELER 1.00 Conf as to various agreements re funds; conf with Mr. Utley

12/07/99 M ROBBINS 6.50 Telephone conferences with J. Armstrong re: website license agreement. Revise website license agreement per Armstrong's comments. Inter-office conferences with Gayle Coleman re: inter-company license agreement. Review Florida blue sky regulations. Inter-office conference with G. Coleman re: private offering. Telephone conference with Florida Department of Banking and Finance re: blue sky exemption. Draft and preparation of memorandum to file re: blue sky exemption for offering to existing shareholders. Review background search documents re: Doc McGhee. Review Jenex and Gruntal Agreements in connection with Emerald Capital Partners Agreement. Meeting with Rocky Thompson re: Emerald Capital Partners Agreement, Gruntal Agreement and Jenex Agreement. Review and preparation of comments to Emerald Capital Partners Agreement. Preparation of memo to C. Wheeler re: summary

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 5

January 31, 2000

Doc McGhee's background search. Review SEC rules and regulations re: securities issues. Telephone conference with J. Armstrong re: purpose of reverse stock split. Inter-office conferences with J. Zammas re: preparation of correspondence to J. Armstrong re: reverse split.

12/07/99 G COLEMAN .75 Study and revise form of confidentiality agreement. Preparation of revisions thereto.

12/07/99 A LEVY 1.25 Blue sky research re exemption for sales to existing security holders; mtng with G. Coleman and M. Lerner Robbins.

12/08/99 D THOMPSON II 1.00 Prepare for meeting with Brian Utley; Conference with Brian Utley.

12/08/99 D THOMPSON II .75 Prepare Work-for-Hire Agreement; Conference with Ray Joa re same.

12/08/99 D THOMPSON II .75 Conference with Attorney C. Wheeler re pending matters; Follow-up re same.

12/08/99 D THOMPSON II .75 Telephone conference with Attorney S. Romoff re structural items.

12/08/99 C WHEELER .25 Response call for Mr. Utley re EMSI

12/08/99 M ROBBINS 3.00 Telephone conferences with Martha from iviewit. Inter-office conference with Jill Zammas re: Utley share issuance. Preparation of documents for B. Utley. Inter-office conference with Gayle Coleman re: inter-company license agreement. Comments to Emerald Capital Agreement. Review file re: MacKenzie agreement. Organization of Robbins' working files. Modifications to pending matters list. Preparation of memorandum re: McGhee background search. Modifications to web site agreement. Telephone conference with Lewin.

12/08/99 G COLEMAN 2.00 Preparation of inter-company license agreement and form for sublicenses.

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 6

January 31, 2000

12/08/99 J ZAMMAS 2.00 Check on officers of iviewit entities and fax copy of uview.com, Inc.'s Certificate of Amendment to James Armstrong for M. Robbins; issue stock to Brian Utley; preparation of memorandum to Eliot Bernstein; deliver stock certificate to iviewit; bring licensing agreement and executed stock certificate for Brian Utley to iviewit.

12/09/99 D THOMPSON II .75 Meeting with Attorney Gayle Coleman re securities matters.

12/09/99 D THOMPSON II 1.50 Prepare memo re securities activities; finalize Confidentiality and Proprietary Rights.

12/09/99 D THOMPSON II .50 Analysis of License Agreement issues.

12/09/99 C WHEELER .25 Receipt of information re employment contract

12/09/99 C WHEELER .25 Follow up on Socolof confidentiality agreement

12/09/99 M ROBBINS 3.75 Review draft of Inter-Company License Agreement. Preparation of comments to Inter-Company License Agreement. Inter-office conferences with Coleman and Thompson re: status of assignments and license agreements. Preparation of replacement documents for S. Bernstein. Telephone call to Utley re: Joan Stark agreements. Telephone conference with J. Armstrong re: organization of iviewit entities. Inter-office conference with J. Zammas re: preparation of documents to J. Armstrong re: organization of iviewit entities. Preparation of e-mail to J. Armstrong. Telephone conferences with J. Armstrong. Meeting with Gayle Coleman re: securities matters.

12/09/99 G COLEMAN .75 Preparation of inter-company license.

12/09/99 G COLEMAN .75 Inter-office conference with D. Thompson re: securities matters.

12/09/99 J ZAMMAS 1.00 Insert documents into patent binders; give documents to Brian Utley to insert in their binders; fax charts to James Armstrong.

12/10/99 R STORETTE .50 Review Confidentiality Agreement from immigration perspective; various tel conversations DT.



CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 7

January 31, 2000

12/10/99 D THOMPSON II 1.75 Prepare License Agreements; Coordinate same with Attorneys Mara Lerner Robbins and Gayle Coleman re same.

12/10/99 D THOMPSON II .25 Conference with Attorney Gayle Coleman re private placement memorandum.

12/10/99 D THOMPSON II 1.75 Analysis of overall entity structure of iviewit, LLC and related entities; Telephone conference with Attorney S. Romoff re same; analysis of stock option alternatives.

12/10/99 D THOMPSON II .75 Telephone conference with Cris Branden re conversion; Follow-up re same.

12/10/99 C WHEELER 1.00 Conf with Mr. Utley; review of site; conf as to Proskauer description; arrange for employment contract

12/10/99 C WHEELER .50 Review Doc McGee material

12/10/99 C WHEELER 1.00 Meeting with Mr. Utley

12/10/99 C WHEELER .25 Conf with Mr. Buschbaum

12/10/99 M ROBBINS 5.50 Inter-office conferences with Gayle Coleman re: preparation of offering memorandum. Preparation of offering memorandum. Gather information for use on preparing offering memorandum. Meeting with Gayle Coleman and Rocky Thompson re: modifications to generic website agreement and modifications to inter-company license agreement. Inter-office conferences with Jill Zamas re: D & O Questionnaires. Review D & O Questionnaires and modify same. Review and revise correspondence to Utley, E. Bernstein and S. Bernstein re: D&O Questionnaires. Telephone conferences with J. Armstrong. Modifications to generic website agreement per Armstrong's comments. Revisions to inter-company license agreement. Review correspondence re: summary of current technology. Inter-office conference with C. Wheeler re: Dan Sokiloff background search. Telephone conference with New York library re: Dan Sokiloff background search.

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 8

January 31, 2000

12/10/99 G COLEMAN 4.00 Inter-office conference with D. Thompson and M. Robbins re: inter-company license. Preparation of revisions to inter-company license. Preparation of form private offering memorandum.

12/10/99 J ZAMMAS 4.00 Preparation of Officer and Director questionnaires for iviewit and letters to recipients; deliver to Brian Utley.

12/13/99 I BOGNER .25 Conf. SR re: ISO rules

12/13/99 D THOMPSON II 2.75 Prepare for meeting with Brian Utley; Meeting with Brian Utley re pending projects; Follow-up re same.

12/13/99 D THOMPSON II 1.75 Meeting with Attorneys Mara Lerner Robbins and Gayle Coleman re securities issues; licensing issues and pending projects; coordinate same.

12/13/99 C WHEELER 1.00 Arrange for confidentiality agreements; conf with Mr. Utley re-agreement; review of financing letter

12/13/99 C WHEELER .25 Follow up on name search

12/13/99 M ROBBINS 6.75 Meeting with Simon Bernstein re: furniture purchase, projects and assignments. Meeting with Rocky Thompson and Gayle Coleman re: assignments and projects. Preparation of private offering memorandum. Organization of corporate files. Preparation of Essex term sheet. Multiple telephone conferences with Utley, Martha, E. Lewin, J. Lewin. Preparation of replacement furniture documents for S. Bernstein. Inter-office conferences with J. Zammas. Telephone conferences with NY library re: Sokiloff background search. Preparation of modifications to Inter-Company License Agreement and Web Site and License Agreement. Multiple inter-office conferences with Gayle Coleman re: Web Site and License Agreement and general securities matters. Telephone conference with J. Lewin re: assignment of notes from iviewit.com to uview. Review subscription agreement terms for issuance of notes. Review iviewit LLC Limited Liability Company Agreement.

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 9

January 31, 2000

12/13/99 G COLEMAN 6.50 Preparation of Term Sheet for Essex/Crate offering. Preparation of form Private Offering Memorandum. Inter-office conference with D. Thompson and M. Lerner Robbins re: pending transactions and issues. Study and revise sublicense agreement. Multiple inter-office conferences with M. Robbins re: intercompany license and sublicense agreements. Study, review and revise intercompany license and sublicense agreement.

12/13/99 J ZAMMAS .50 Give copies of lists to Brian Utley and R. Thompson; give duplicate copies of documents to Simon Bernstein.

12/14/99 A GUTWEIN .50 Conf. re tax issues

12/14/99 D THOMPSON II 1.25 Structural analysis; Telephone conference with Attorney S. Romoff and Jerry Lewin.

12/14/99 D THOMPSON II 2.25 Meeting with Maurice Buchsbaum re Emerald Partners engagement; revise engagement letter.

12/14/99 D THOMPSON II .25 Review License Agreement.

12/14/99 C WHEELER 1.00 Conf with insurance agent; conf with Mr. Thompson re various projects; conf as to corporate setup

12/14/99 C WHEELER 2.00 Conf with Mr. Utley, Mr. Bernstein, Mr. Lewin; conf with Mr. Buschbaum; arrange follow up on contract

12/14/99 S ROMOFF 2.25 Conference w/ AG re: tax modifications; Conference w/ MS re: research; Review and analyze Rev. Rul. 84-111.

12/14/99 M ROBBINS 4.75 Review document forwarded to E. Lewin re: noteholders for reconciliation. Meeting with G. Iantoni and G. Coleman. Inter-office conferences with Gayle Coleman re: independent contractor agreement for photographer/videographer. Revisions to License Agreement. Draft and preparation of Jenex termination letter. Telephone conferences with J. Lewin re: transfer of shares to David Bernstein, assignment of notes from iviewit.com to uview. Telephone conferences with NY library re: Dan Socolof. Telephone conferences with E. Bernstein re: Dan Socolof. Preparation of e-mails re: independent contractor agreements. Review S-B Rules re: officer and

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 10

January 31, 2000

director questionnaires and general securities issues relative to PPM. Telephone call to S. Bernstein. Preparation of e-mail to Gayle Coleman re: control persons. Preparation of private offering memorandum.

12/14/99 G COLEMAN 5.00 Conference with Guy Iantoni and M. Robbins re: agreement for photo/videographer (independent contractor). Study and review form of LLC Agreement. Preparation of form private offering memorandum.

12/14/99 M SABLOFF 1.50 Research for S. Romoff re: incorporation of a partnership or LLC.

12/14/99 J ZAMMAS .50 Give copy of noteholder chart to Erika Lewin; copy all charts and LLC agreement for G. Coleman; telephone CSC regarding duplicate invoice; obtain copy of Jenex Consulting Agreement for M. Robbins.

12/14/99 S KAGEN 1.00 Searched for biographical information and news articles on Dan Socolof with Marketing Entertainment Group.

12/14/99 A LEVY .50 Matter re Huizinga documentation

12/15/99 D THOMPSON II 1.50 Review and revise license agreements; Meeting with Attorney Mara Lerner Robbins re same and investment banking matters.

12/15/99 D THOMPSON II 2.00 Prepare engagement letter with Emerald Partners; Conferences re same; Telephone conferences with Maurice Buchsbaum.

12/15/99 D THOMPSON II 1.50 Prepare memo re business structure and potential conversion to a corporate structure.

12/15/99 D THOMPSON II 1.50 Conference with Attorney S. Romoff re conversion issues; Telephone conference with Jerry Lewin re same.

12/15/99 C WHEELER .50 Conf with Mr. Buschbaum; conf with Mr. Thompson

12/15/99 C WHEELER .50 Conf as to corporate structure

12/15/99 S ROMOFF 1.75 Conference w/ DT and G. Lewin; Draft memo re: conversion.

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 11

January 31, 2000

12/15/99 M ROBBINS 4.50 Gather language for Emerald Capital Partners Agreement re: preapproval of contacts. Meeting with Rocky Thompson re: Jenex termination agreement, Emerald Capital Partners, inter-company license agreement. Review and preparation of additional comments to Emerald Capital Partners agreement. Telephone conference with J. Armstrong re: license agreement. Preparation of e-mail to Rocky Thompson re: hosting agreement. Telephone conferences with Gayle Coleman re: iviewit LLC Agreement, control persons to complete D&O Questionnaires. Telephone conferences with E. Lewin and S. Bernstein and Martha. Preparation of work for hire agreement. Meeting with Rocky Thompson re: integration issues and ability of financial consultant to negotiate. Preparation of e-mail to Dick Rowe re: integration issues. Review LLC Agreement. Telephone conference with Gayle Coleman re: offering memorandum.

12/15/99 G COLEMAN 5.75 Study and review form of LLC Agreement. Telephone conferences with M. Robbins. Preparation of form of Private Exchange Memorandum. Telephone conference with M. Robbins re: control persons and D&O Questionnaires.

12/15/99 G COLEMAN .25 Telephone conference with securities issues.

12/15/99 J ZAMMAS 1.00 Compile documents for M. Robbins;

12/15/99 S KAGEN 1.00 Searched for news articles and biographical information on Dan Socolof with Mega Inc.

12/16/99 R ROWE .75 Rev. finder/director -- BD issue; Tel. MR(2x) re same; integration issue; rev. integration issue

12/16/99 D THOMPSON II 1.75 Prepare memo regarding conversion to corporate status; revise Engagement Letter with Emerald Partners.

12/16/99 D THOMPSON II 2.50 Research and analysis of securities and warrant issues and engagement of Emerald Partners.

12/16/99 D THOMPSON II 1.75 Analysis of conversion to corporate structure; analysis of investment options and warrants on conversion.

12/16/99 C WHEELER 1.00 Conf as to restructuring

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 12

January 31, 2000

12/16/99 S ROMOFF 3.25 Revise memorandum; Research stock option issues; Telephone conference w/ DT.

12/16/99 M ROBBINS 5.75 Review Emerald Capital agreement re: issuance of warrants. Review Rule 502 re: integration matters. Inter-office conferences with G. Coleman re: integration issues relating to issuance of warrants. Telephone conferences with Dick Rowe re: financial advisor negotiating outside capacity of advisor. Review background search materials on Dan Socolof from NY library. Preparation of memorandum to C. Wheeler re: Socolof background search. Preparation of stockholder and member lists for Martha at iviewit. Telephone conferences with Dick Rowe re: integration issues relating to warrant issuance. Meetings with Rocky Thompson and Gayle Coleman re: integration issues and general securities matters. Research re: various integration issues. Review and preparation of comments to Independent Contractor Agreement. Inter-office conferences with Rocky Thompson re: financial advisor negotiating outside capacity of finder.

12/16/99 G COLEMAN 7.25 Preparation of form independent contractor agreement and Company Non-Disclosure and Contractor for Hire Policy. Inter-office conferences with M. Robbins. Inter-office conference with M. Robbins and D. Thompson re: integration and securities issues. Preparation of form Private Exchange Memorandum.

12/16/99 J ZAMMAS 1.75 Discuss documents with M. Robbins; revise documents; fax to Cris Brandon, Sy Bernstein, Brian Utley and Eliot Bernstein; follow-up with Sy Bernstein and Martha.

12/17/99 D THOMPSON II 1.75 Analysis of pending projects; follow up regarding same.

12/17/99 C WHEELER 1.00 Conf with Mr. Utley re results of search; review of search results; conf as to restructuring

12/17/99 C WHEELER .25 Message as to board changes

12/17/99 S ROMOFF 1.25 Conference w/ G. Lewin; Conference w/ DT; Research structuring issues.

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 13

January 31, 2000

12/17/99 M ROBBINS 7.50 Review and preparation of comments to Independent Contractor Agreement for photographers and videographers. Review draft offering memorandum. Telephone conferences with E. Lewin. Meeting with E. Lewin re: D&O insurance application and election of B. Utley and J. Lewin to boards. Preparation of iviewit LLC corporate documents for E. Lewin. Draft and preparation of written consent electing B. Utley and J. Lewin to boards of uview.com, Inc., iviewit LLC and iviewit.com LLC. Review iviewit LLC and iviewit.com LLC limited liability company agreements. Review outstanding securities of iviewit LLC and uview.com LLC. Inter-office conferences with Jill Zammass re: organizational matters. Review organizational documents. Review Delaware statutes re: restructuring matters. Inter-office conference with Rocky Thompson re: potential restructuring. Preparation of correspondence to Armstrong and Utley. Multiple inter-office conferences with Gayle Coleman re: Independent Contractor Agreement, offering document, business section of offering document, intellectual property matters.

12/17/99 G COLEMAN 6.25 Preparation of independent contractor/videographer/photographer agreement. Telephone conference with G. Ionani. Preparation of private offering memorandum. Multiple inter-office conferences re: securities issues, llc agreements and status.

12/17/99 J ZAMMAS .25 Compile consents and insert in minute books.

12/20/99 D THOMPSON II 3.00 Conference with attorney M. Robbins and G. Coleman regarding reorganization steps and procedures; follow-up regarding same.

12/20/99 D THOMPSON II 2.50 Analysis of Emerald Partners deal; telephone call with Brian Utley regarding same; revise engagement agreement; analysis of potential securities offering; telephone call with Sy Bernstein regarding same.

12/20/99 C WHEELER .50 Instruction from Mr. Utley as to Welch and Bernstein

12/20/99 S ROMOFF 1.25 Conference w/ DT; Research S Corp liquidations.

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 14

January 31, 2000

12/20/99 M ROBBINS 6.00 Inter-office conferences with Gayle Coleman re: Independent Contractor Agreement. Review and revise same. Draft and preparation of correspondence to Utley and Armstrong re: Inter-Company License Agreement and Web Site License Agreement. Draft and preparation of correspondence to Guy Iantoni re: Independent Contractor Agreement. Meeting with Rocky Thompson and Gayle Coleman re: restructuring and preparation of restructuring documentation. Inter-office conferences with Jill Zammass re: formation of new entities in connection with restructuring. Telephone conference with S. Bernstein re: termination of Jenex agreement. Revisions to Jenex termination letter. Inter-office conferences with Jill Zammass re: execution of Jenex Agreement. Multiple meetings with Gayle Coleman and Rocky Thompson re: restructuring matters. Review certificate of incorporation of iviewit.com, Inc. and iviewit Holdings, Inc. Review and revise Restructuring Checklist. Review and revise agreement between iviewit.com, Inc. and iviewit LLC. Inter-office conferences with Gayle Coleman re: Restructuring Checklist. Telephone conference with S. Bernstein re: solicitation of additional investments.

12/20/99 G COLEMAN 8.75 Preparation of form of private offering memorandum. Inter-office conferences with M. Robbins re: Independent Contractor/Videographer agreement. Review and revise same. Telephone conference with Utley. Telephone conference with G. Iantoni. Multiple inter-office conferences with D. Thompson and M. Robbins re: restructuring and preparation of restructuring documents. Inter-office conference with J. Zammass re: formation of new corporations, preparation of bylaws and organizational resolutions. Telephone conferences with S. Romoff re: tax issues. Preparation and revisions of restructuring checklist. Preparation of agreement between iviewit.com, Inc. and iviewit.com LLC. Preparation of consents. Inter-office conferences with M. Robbins. Telephone conferences with G. Reed. Telephone conferences with R. Joao.



CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 15

January 31, 2000

12/20/99 J ZAMMAS 4.25 Preparation of consents electing two additional directors to iviewit entities and letter to Guy Iantoni regarding Independent Contractor Agreement; check name availability in Delaware; preparation of consent to use similar name letter from iviewit.com LLC; preparation of Certificates of Incorporation for iviewit.com, Inc. and iviewit Holdings, Inc.; office conference with M. Robbins and G. Coleman regarding entities to be formed; preparation of letter to Irwin Newman; preparation of letter to Simon Bernstein enclosing letter agreement.

12/21/99 D THOMPSON II .75 Analysis of Lease Assignment issues and iview.com matters.

12/21/99 D THOMPSON II 2.50 Coordination and analysis of conversion; telephone conference with Brian Utley regarding same and other matters; prepare summary term sheet.

12/21/99 S WARHAFTIG .50 Cnf SR

12/21/99 C WHEELER 1.00 Conf with Mr. Thompson; review of status of various matters re investors

12/21/99 C WHEELER .25 Conf as to lease

12/21/99 S ROMOFF 4.25 Conference w/ GC; Conference w/ DT; Research restructuring issues.

12/21/99 M ROBBINS 3.75 Multiple telephone conferences with Iantoni, Martha and Jen from iviewit. Multiple meetings with Gayle Coleman re: restructuring and preparation of restructuring documentation. Meeting with Gayle Coleman and Rocky Thompson re: assignment of leases and general matters relative to restructuring. Inter-office conferences with J. Zammas re: review of certificates of cancellation, preparation of articles of organization. Preparation of documents for forwarding to Iantoni. Telephone conference with Utley. Review terms of sublease and primary lease. Review and revise restructuring agreements. Review and revise restructuring checklist. Review terms of lease and sublease. Inter-office conferences with Thompson, Pincus and Coleman re: sublease assignment. Telephone conferences with Spencer Romoff re: llc issues.

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 16

January 31, 2000

12/21/99 G COLEMAN 7.50 Multiple inter-office conferences with M. Robbins re: iviewit.com LLC/iviewit.com, Inc. transaction and iviewit LLC/iviewit Holdings, Inc. transaction. Telephone conference with K. Farrell re: trademarks. Telephone conferences with B. Schiff re: trademark assignments. Telephone conferences with R. Joao's office re: preparation of assignment of patents. Preparation of asset purchase agreement, bills of sale and assignment and assumption agreements. Preparation of consents. Inter-office conferences with J. Zammass. Review Delaware requirements for dissolutions. Study and review llc agreements for iviewit LLC. Preparation of exhibits. Telephone conference with S. Romoff re: lease assignment issues and S corporation. Review terms of lease and sublease. Inter-office conferences re: lease and credit line issues. Multiple telephone conferences with M. Robbins and S. Romoff re: same. Preparation of e-mail correspondence re: llc issues.

12/21/99 J ZAMMAS 3.25 Work on iviewit documents; office conference with G. Coleman regarding documents to be prepared; review Delaware LLC statutes; preparation of Consents re dissolution for iviewit LLC and iviewit.com LLC; preparation of Certificates of Dissolution for both entities.

12/22/99 D THOMPSON II 1.75 Telephone conference with attorney S. Remoff regarding conversion issues; analysis regarding same.

12/22/99 D THOMPSON II .75 Prepare preliminary term sheet for \$5 offering to equity holders.

12/22/99 C WHEELER .50 Review of correspondence

12/22/99 S ROMOFF 1.25 Research restructuring issues; Conference w/ DT.

12/22/99 M ROBBINS 7.00 Telephone conference with S. Bernstein and G. Iantoni re: web site agreement. Revise restructuring checklist. Inter-offices with Zammass re: closing documents and preparation of closing files. Preparation of e-mails to Spencer Romoff re: restructuring matters. Multiple telephone conferences with Spencer Romoff re: restructuring matters. Review and revise agreement between iviewit.com, Inc. and iviewit LLC. Multiple telephone conferences

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 17

January 31, 2000

with Gayle Coleman re: restructuring matters. Meeting with Rocky Thompson re: restructuring matters, potential merger, dissenters' rights, etc. Review and revise written consents re: authorization of restructuring. Review and revise agreement between iviewit LLC and iviewit Holdings, Inc. Review and revise agreement between iviewit LLC and iviewit.com, Inc. Legal research under Delaware and Florida law re: mergers and dissenters' rights. Review and revise iviewit LLC term sheet. Meetings with Gayle Coleman re: proposed modified restructuring terms.

12/22/99 G COLEMAN 4.50 Review and revise restructuring checklist. Multiple telephone conferences with M. Robbins re: restructuring matters. Telephone conference with R. Thompson re: restructuring, potential merger, dissenters' rights. Conferences with M. Robbins re: proposed modified restructuring. Review and revise agreements for restructure.

12/22/99 J ZAMMAS 1.50 Work on documents for iviewit entities.

12/23/99 D THOMPSON II 1.25 Meeting with Attorney M. Robbins and Brian Utley re: various issues

12/23/99 D THOMPSON II 1.50 Analysis and follow-up on change to corporate structure

12/23/99 C WHEELER 2.00 Conf with Mr. Bernstein re financing options and status of work items; conf with Mr. Utley;

12/23/99 S ROMOFF 2.25 Research restructuring issues; Telephone conference w/ DT.

12/23/99 M ROBBINS 2.75 Telephone conferences with Spencer Romoff re: status of research on restructuring. Multiple inter-office conferences with Gayle Coleman re: upstream and downstream mergers and dissenters' rights. Meeting with Rocky Thompson and Brian Utley re: restructuring matters and general corporate and securities matters.

12/23/99 G COLEMAN 4.75 Legal research and preparation of detailed memo re: merger and consolidation issues. Multiple inter-office conferences with M. Robbins and D. Thompson re: same. Preparation of private offering memorandum.

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 18

January 31, 2000

12/23/99 J ZAMMAS .75 Send letter to Irwin Newman via certified mail;  
fax signature pages to Randy Obee.

12/26/99 D THOMPSON II 1.00 Revise engagement letter with Emerald Partners

12/27/99 D THOMPSON II 1.25 Telephone conference with Attorney M. Robbins  
re: reorganization matters; telephone  
conference with Attorneys S. Romoff and G.  
Coleman; telephone conference with Attorney M.  
Robbins re: Emerald Partners

12/27/99 C WHEELER 1.50 Conf with Ms. Coleman re corporate  
reorganization; conf with Ms. Robbins

12/27/99 C WHEELER .50 Conf with Mr. Utley re status of various  
corporate matters

12/27/99 C WHEELER .25 Review of correspondence re Microsoft

12/27/99 S ROMOFF 1.50 Conference w/ M. List; Conference w/ GC;  
Research Code Section 709.

12/27/99 M ROBBINS 5.00 Multiple inter-office conferences with Gayle  
Coleman re: status of reorganization.  
Preparation of revisions to Emerald Capital  
engagement letter. Revise correspondence to  
Buchsbaum. Telephone conference with Martha at  
iviewit. Draft and preparation of cover letter  
to term sheet. Revision to venue provision of  
Confidentiality and Proprietary Rights  
Agreement. Preparation of memo to Utley re:  
term sheet. Preparation of memo to Utley re:  
revised Confidentiality and Proprietary Rights  
Agreement. Review Coleman memo re: merger  
requirements for possible restructuring.  
Preparation of generic confidentiality agreement  
for Utley. Finalization of Rosario and  
Shirajee Confidentiality and Proprietary Rights  
Agreements. Preparation of memo to Utley re:  
same. Telephone conferences with Rocky  
Thompson re: Term Sheet. Inter-office  
conference with Chris Wheeler re: Term Sheet.  
Preparation of revisions to Term Sheet.

12/27/99 G COLEMAN 8.50 Preparation of revisions to Emerald Partners  
agreement. Telephone conference with S. Romoff  
re: potential reorganization issues.  
Preparation of correspondence to B. Utley and  
M. Buchsbaum. Preparation of detailed analysis

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 19

January 31, 2000

of reorganization and restructuring memorandum. Multiple intra-office conferences with M. Robbins. Multiple telephone conferences with Martha (iviewit). Revise form letter to stockholders re: term sheet. Multiple telephone conferences with B. Utley. Revise and prepare agreements, consents and supporting documents for asset purchase agreements between iviewit LLC and iviewit Holdings, Inc. Inter-office conference with C. Wheeler. Telephone conferences with D. Thompson.

12/28/99 S ROMOFF 1.00 Review agreements; Telephone conference w/ GC.

12/28/99 MROBBINS 6.25 Review and revisions to restructuring documentation including written consents, agreement between iviewit LLC and iviewit.com, Inc. and agreement between iviewit LLC and iviewit Holdings, Inc. Inter-office conferences with Gayle Coleman re: convertible promissory note revisions for furniture deal. Review Coleman revisions to convertible note. Meetings with Martha at iviewit. Preparation of correspondence to Jeff Stark re: furniture documents. Multiple meetings with Gayle Coleman re: restructuring documentation and filing documents with Secretary of State. Preparation of e-mails to G. Iantoni re: website agreement. Preparation of execution documents for Brian Utley re: restructuring and Investech issuance. Preparation of e-mail to Martha re: list of investors. Telephone conferences with G. Iantoni. Inter-office conferences with Coleman re: offering memorandum and D&O questionnaires. Inter-office conferences with Gayle Coleman re: revised cover letter to term sheet. Telephone conferences with S. Bernstein re: furniture documentation. Telephone conferences with S. Romoff. Preparation of correspondence to CorpAmerica re: Delaware filings. Telephone conferences with CorpAmerica re: Delaware and Florida filings. Meeting with Martha re: execution of restructuring documents.

12/28/99 G COLEMAN 8.25 Inter-office conference with C. Wheeler re: term sheet and private offering memorandum. Multiple inter-office conferences with M. Robbins. Study and revise convertible promissory note. Revise closing checklist.

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 20

January 31, 2000

Preparation of consents, organizational resolutions and supporting documents. Telephone conference with B. Utley. Conference re: closing documents. Revision of closing documents. Preparation of detailed memorandum re: reorganizations and merger requirements. Preparation of detailed correspondence re: closing requirements. Telephone conference with B. Schiff re: trademark assignments. Telephone conference with R. Joao's office re: patent assignments. Preparation of revisions to trademark and patent assignments. Obtain signatures. Inter-office conference with C. Wheeler re: closing by year end. Telephone conference with S. Romoff. Preparation of revised term sheet correspondence. Preparation of execution documents.

12/29/99 C WHEELER	2.00	Conf with Mr. Utley; conf with Mr. Buschsbaum re financing; conf with Ms. Lerner re contract; conf with Ms. Coleman re private placements and reorganization
12/29/99 C WHEELER	1.00	Conf as to structure of Bernstein Loan
12/29/99 S ROMOFF	1.25	Telephone conference w/ GC; Review and comment on restructuring agreements.
12/29/99 M ROBBINS	7.50	Preparation of correspondence to CorpAmerica re: foreign qualifications. Telephone conferences with CorpAmerica re: filings of certificates of incorporation and foreign qualifications. Preparation of revisions to restructuring documentation. Preparation of revised Restructuring Checklist. Finalization of Emerald Capital Agreement. Multiple inter-office conferences with Gayle Coleman re: Delaware and Florida filings and restructuring matters. Telephone conferences with Spencer Romoff re: restructuring documentation. Preparation of memo to Utley and Buchsbaum re: engagement letter. Preparation of memo to Utley re: FEIN for new Delaware entities. Preparation of e-mail to Iantoni re: web site agreement. Meeting with Iantoni re: execution of Inter-Company License Agreement. Multiple telephone conferences with Brian Utley re: furniture documentation, David Epstein

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 21

January 31, 2000

investment, stock pledge, term sheet. Telephone conferences with CorpAmerica. Preparation of D&O Questionnaire for Iantoni. Review E. Bernstein D&O Questionnaire.

- 12/29/99 G COLEMAN 3.75 Preparation of correspondence to CorpAmerica. Telephone conferences with M. Robbins with CorpAmerica re: filings of certificates of incorporation and foreign corporation. Preparation of revisions to restructuring documents. Telephone conferences with S. Romoff. Multiple inter-office conferences with M. Robbins re: Delaware and Florida filings and restructuring matters. Preparation of revised furniture transaction.
- 12/29/99 G COLEMAN .50 Review Emerald Capital agreement. Inter-office conferences re: furniture documentation. Inter-office conferences with D&O questionnaires and required information.
- 12/30/99 C WHEELER 2.00 Conf with Mr. Newman; conf with Mr. Utley; review of status of private placement; conf as to offering
- 12/30/99 C WHEELER .25 Receipt and review of information from Epstein
- 12/30/99 S ROMOFF .25 Telephone conference w/ GC.
- 12/30/99 M ROBBINS 5.25 Meeting with Eliot Bernstein re: completion of D&O Questionnaire. Review Utley D&O Questionnaire. Telephone conferences with CorpAmerica re: status of Delaware and Florida filings. Review and revise restructuring documentation. Revisions to Emerald Capital engagement letter. Meeting with Buchsbaum, Utley. Meeting with S. Bernstein re: completion of D&O Questionnaire and review of restructuring documentation. Preparation of biographies for private offering memorandum. Review correspondence from CorpAmerica. re: foreign qualifications. Telephone conferences with S. Romoff. Multiple inter-office conferences with Gayle Coleman re: restructuring matters. Telephone conference with Steve Greenwald re: proposed lease transaction.
- 12/30/99 G COLEMAN .75 Preparation of private offering memorandum for iviewit Holdings, Inc.

CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 22

January 31, 2000

12/31/99 D THOMPSON II .50 Review of Emerald Partners engagement letter

SUMMARY OF HOURS

NAME	HOURS
CHRISTOPHER C. WHEELER	33.75
RICHARD H. ROWE	.75
RONALD F. STORETTE	1.25
SOLOMON L. WARHAFTIG	.50
TOTAL FOR PARTNER	36.25
ABRAHAM GUTWEIN	.50
DONALD E. THOMPSON II	63.75
IRA G. BOGNER	.25
TOTAL FOR SENIOR COUNSEL	64.50
ANDREW D. LEVY	1.75
GAYLE COLEMAN	87.50
MARA LERNER ROBBINS	101.50
MATTHEW B. SABLOFF	1.50
SPENCER J. ROMOFF	21.50
TOTAL FOR ASSOCIATE	213.75
JILL B. ZAMMAS	24.50
TOTAL FOR LEGAL ASSISTANT	24.50
SARAH E. KAGEN	3.50
TOTAL FOR LIBRARY	3.50
TOTAL HOURS:	342.50



CLIENT: IVIEWIT.COM, INC.  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 23

January 31, 2000

DISBURSEMENTS AND CHARGES

DESCRIPTION:	AMOUNT
DELIVERY CHARGES	40.70
FAX	140.00
LEXIS	2,281.50
LONG DISTANCE TELEPHONE	33.27
OTHER DATABASE RESEARCH	63.00
POSTAGE	2.98
REPRODUCTION	514.60
WESTLAW	4.49

TOTAL DISBURSEMENTS AND CHARGES FOR THIS MATTER: \$3,080.54

PROSKAUER ROSE LLP

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360  
Telephone 561.241.7400  
Elsewhere in Florida  
800.432.7746  
Fax 561.241.7145

NEW YORK  
LOS ANGELES  
WASHINGTON  
NEWARK  
PARIS

**Christopher C. Wheeler**  
Member of the Firm

Direct Dial 561.995.4702  
cwheeler@proskauer.com

January 7, 2000

Mr. Brian G. Utley  
iviewit LLC  
2255 Glades Road, Suite 337W  
Boca Raton, Florida 33431

Re: Trademark Searches Matter; and  
Trademark/General Matter

Dear Brian:

Enclosed please find our statements for costs and services rendered in connection with the above-referenced matters for the period ended November 30, 1999.

Please let me know if you have any questions concerning the enclosed. I would appreciate your arranging to pay these at your earliest convenience.

Thank you for your prompt attention to this matter.

Best regards.

Cordially,



Christopher C. Wheeler

IVIEWIT.COM LLC  
2255 GLADES ROAD  
SUITE 337 WEST  
BOCA RATON, FL 33431-7360  
ATTENTION: MR. ELIOT I. BERNSTEIN

339495  
December 16, 1999

## PROSKAUER ROSE LLP

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360

Employer identification No. 13-1840454

CLIENT NAME: IVIEWIT.COM LLC  
MATTER NAME: TRADEMARK SEARCHES  
FILE #: 40017.0002

FOR LEGAL SERVICES RENDERED INCLUDING DISBURSEMENTS AND  
CHARGES INCURRED FOR THE PERIOD ENDED NOVEMBER 30, 1999  
AS SET FORTH IN THE ATTACHED PRINTOUT

TOTAL FEES: \$87.00  
DISBURSEMENTS AND CHARGES: \$ 9.60  
TOTAL: \$96.60

### OUTSTANDING INVOICES

*Not new*

DATE	INVOICE	AMOUNT	PAYMENTS	REMAINING BALANCE
06/30/99	826370	\$11,250.00	\$ .00	\$11,250.00 ✓
06/30/99	826371	\$2,700.00	\$ .00	\$2,700.00 ✓
06/30/99	826372	\$2,644.90	\$ .00	\$2,644.90 ✓
08/26/99	327694	\$437.50	\$ .00	\$437.50 ✓
09/16/99	329870	\$166.60	\$ .00	\$166.60 ✓
10/20/99	334208	\$223.25	\$ .00	\$223.25 ✓
10/20/99	829813	\$900.00	\$ .00	\$900.00 ✓
10/20/99	829814	\$2,625.00	\$ .00	<u>\$2,625.00</u> ✓
TOTAL OF PRIOR OUTSTANDING INVOICES				\$20,947.25
TOTAL OF CURRENT INVOICE				<u>\$ 96.60</u>
TOTAL AMOUNT DUE				<u>\$21,043.85</u>

PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: TRADEMARK SEARCHES  
PAGE: 2

December 16, 1999

DATE	NAME	HOURS	DESCRIPTION
11/01/99	K HEALY	.25	Draft photo releases to Chris Wheeler.

SUMMARY OF HOURS

NAME	HOURS
KEVIN J. HEALY	.25
TOTAL FOR SENIOR COUNSEL	.25
TOTAL HOURS:	.25

DISBURSEMENTS AND CHARGES

DESCRIPTION:	AMOUNT
REPRODUCTION	9.60
TOTAL DISBURSEMENTS AND CHARGES FOR THIS MATTER:	\$9.60

IVIEWIT.COM LLC  
2255 GLADES ROAD  
SUITE 337 WEST  
BOCA RATON, FL 33431-7360  
ATTENTION: MR. ELIOT I. BERNSTEIN

339661  
December 20, 1999

**PROSKAUER ROSE LLP**

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360

Employer Identification No. 13-1840454

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CLIENT NAME: IVIEWIT.COM LLC  
MATTER NAME: TRADEMARK/GENERAL  
FILE #: 40017.0019

FOR LEGAL SERVICES RENDERED INCLUDING DISBURSEMENTS AND  
CHARGES INCURRED FOR THE PERIOD ENDED NOVEMBER 30, 1999  
AS SET FORTH IN THE ATTACHED PRINTOUT

TOTAL FEES: \$610.00  
DISBURSEMENTS AND CHARGES: \$ 1.94  
TOTAL DUE: \$611.94

PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: TRADEMARK/GENERAL  
PAGE: 2

December 20, 1999

DATE	NAME	HOURS	DESCRIPTION
11/16/99	G REED	2.00	Trademark work; letter to Eliot re: all newly filed U.S. applications; review all files (matters 3-17)

SUMMARY OF HOURS

NAME	HOURS
GREGG REED	2.00
TOTAL FOR ASSOCIATE	2.00

TOTAL HOURS: 2.00

DISBURSEMENTS AND CHARGES

DESCRIPTION:	AMOUNT
LONG DISTANCE TELEPHONE	1.61
POSTAGE	0.33
TOTAL DISBURSEMENTS AND CHARGES FOR THIS MATTER:	\$1.94

**PROSKAUER ROSE LLP**

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360  
Telephone 561.241.7400  
Elsewhere in Florida  
800.432.7746  
Fax 561.241.7145

NEW YORK  
LOS ANGELES  
WASHINGTON  
NEWARK  
PARIS

**Christopher C. Wheeler**  
Member of the Firm

Direct Dial 561.995.4702  
cwheeler@proskauer.com

January 4, 2000

Mr. Brian G. Utley  
iviewit LLC  
2255 Glades Road, Suite 337W  
Boca Raton, Florida 33431

Re: General Corporate Advice Matter;  
Patent/General Matter; and  
Huizenga Loan Matter

Dear Brian:

Enclosed please find our statements for costs and services rendered in connection with the above-referenced matters for the period ended November 30, 1999.

Please let me know if you have any questions concerning the enclosed. I would appreciate your arranging to pay these at your earliest convenience.

Thank you for your prompt attention to this matter.

Best regards.

Cordially,



Christopher C. Wheeler

IVIEWIT.COM LLC  
2255 GLADES ROAD  
SUITE 337 WEST  
BOCA RATON, FL 33431-7360  
ATTENTION: MR. ELIOT I. BERNSTEIN

340154  
December 29, 1999

**PROSKAUER ROSE LLP**

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360

Employer Identification No. 13-1840454

---

CLIENT NAME: IVIEWIT.COM LLC  
MATTER NAME: GENERAL CORPORATE ADVICE  
FILE #: 40017.0001

FOR LEGAL SERVICES RENDERED INCLUDING DISBURSEMENTS AND  
CHARGES INCURRED FOR THE PERIOD ENDED NOVEMBER 30, 1999  
AS SET FORTH IN THE ATTACHED PRINTOUT

TOTAL FEES:	\$48,315.00
DISBURSEMENTS AND CHARGES:	\$1,839.10
	<hr/>
TOTAL DUE:	\$50,154.10

TOTAL OF CURRENT INVOICE:

\$50,154.10



# PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 2

December 29, 1999

DATE	NAME	HOURS	DESCRIPTION
10/01/99	S KAPP	.25	F/u with GB regarding immigration materials and other documents
10/01/99	D THOMPSON II	1.00	Meeting with Attorney C. Wheeler and Brian Utley re redemption issues; Follow-up with attorneys Mara Lerner Robbins and Andrew Levy re same.
10/01/99	C WHEELER	1.00	Conf with Mr. Brandon
10/01/99	C WHEELER	3.00	Conf with Mr. Utley re alternatives to financing with Huizenga
10/01/99	M ROBBINS	.25	Inter-office conference with Thompson re: disclosures for tender offer.
10/02/99	C WHEELER	2.00	Conf with Mr. Utley; review of mail from Mr. Bernstein; review of status of
10/03/99	C WHEELER	2.00	Conferences with Mr. Utley
10/04/99	G PINCUS	.25	Conf w/Chris Wheeler re: sublease consent
10/04/99	G PINCUS	.50	Review sublease consent
10/04/99	G PINCUS	.25	Conf w/Karen Chastain, attny for Bank of America, re: sublease consent
10/04/99	G PINCUS	.50	Review base lease
10/04/99	G PINCUS	.25	Follow up w/Karen Chastain re: review of consent
10/04/99	G PINCUS	.25	Call to Landlord's manager re: status of consent
10/04/99	R STORETTE	.25	Review immigration documents.
10/04/99	D THOMPSON II	.25	Conference with Attorney Andrew Levy.
10/04/99	C WHEELER	3.00	Follow up on lease; conf with Mr. Brandon; conf with Mr. Utley; conf with Mr. Utley
10/04/99	K HEALY	.75	Draft TM Opinion Letters for ZAPI FILES, .zpi and ZOOMABLE ANTI-PIXELATING TECHNOLOGY; cover ltr to E. Bernstein
10/04/99	G COLEMAN	.25	Legal research re: corporate and llc status.

# PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 3

December 29, 1999

10/04/99 A LEVY	1.25	Mtng w/ D. Thompson; research re redemption of stock; TC with M. Sirkin.
10/05/99 G PINCUS	.25	Conf w/Chris Wheeler re: status of sublease approval
10/05/99 G PINCUS	.25	Follow up w/Chris Conklin
10/05/99 G PINCUS	.25	Follow up w/Karen Chastain
10/05/99 D THOMPSON II	.50	Follow-up on open items.
10/05/99 C WHEELER	1.00	Conf with Mr. Utley; follow up on consent to lease
10/05/99 M ROBBINS	4.50	Legal research re: tender offer disclosure requirements. Revisions to stockholder/member lists. Inter-office conference with C. Wheeler re: organization of corporate files. Preparation of new matter list. Inter-office conferences with J. Zammas re: organization of corporate files. Organization of corporate files. Telephone conferences with Dick Rowe re: Regulation 14(e) relating to tender offers. Review trademark opinion letters from Healy. Inter-office conferences with Zammas re: trademark binder. Review trademark binder.
10/05/99 J ZAMMAS	1.75	Review iviewit files; update files; work on trademark binders;
10/05/99 S SMYTH	.75	Westlaw research for Delaware Court of Chancery case involving Farland v. Wills; Keycite same
10/05/99 A LEVY	1.25	Continue research re redemption of stock/impairment of capital; mtng w/ D. Thompson.
10/06/99 G PINCUS	.25	Phone call from Mr. Utley re: status of sublease approval
10/06/99 G PINCUS	.25	Conf w/Karen Chastain re: sublease approval
10/06/99 G PINCUS	.25	Conf w/Tim Valace re: status of sublease approval
10/06/99 G PINCUS	.25	Follow up re: certificate of insurance
10/06/99 D THOMPSON II	.75	Analysis of stock redemption issues; Conference with Attorney Mara Lerner Robbins re same.

# PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 4

December 29, 1999

10/06/99 C WHEELER	2.00	Call from Mr. Brandon; conf with Mr. Utley; attend meeting of board representatives
10/06/99 C WHEELER	.50	Conf with Mr. Pincus re consent; arrange follow up on employment contract for Mr. Utley
10/06/99 C WHEELER	1.50	Conf with Mr. Utley and Mr. Brandon
10/06/99 M ROBBINS	2.25	Draft and preparation of correspondence to Jerry Lewin re: additional loan money. Meeting with J. Zammas re: organization of iviewit corporate files. Organization of corporate files.
10/06/99 J ZAMMAS	1.25	Review iviewit files and consolidate.
10/07/99 G PINCUS	.25	Follow up w/Broker re: approvals
10/07/99 G PINCUS	.25	Follow up w/Karen Chastain
10/07/99 G PINCUS	.50	Review revised landlord's consent
10/07/99 D THOMPSON II	.50	Review letter agreement with Huizenga re restrictions on activities.
10/07/99 C WHEELER	1.00	Follow up and reports on consent to lease
10/07/99 C WHEELER	1.00	Conf on status of Huizenga negotiations
10/07/99 M ROBBINS	1.50	Preparation of Notice of Action to all uview.com, Inc. stockholders. Coordination of mailings of Notices of Actions. Review correspondence from Jerry Lewin re: note money received. Preparation of iviewit.com LLC subscription agreement for additional loan by Jill Iantoni. Preparation of iviewit.com LLC subscription agreement for additional loan by Guy Iantoni. Inter-office conferences with Zammas re: execution of subscription agreements and forwarding of promissory notes.
10/08/99 C WHEELER	2.00	Review status of numerous matters including financing
10/08/99 M ROBBINS	.50	Inter-office conference with Christopher Wheeler re: Brian Utley Employment Agreement. Revise Employment Agreement with new address. Meeting with Eliot Bernstein re: execution of Brian Utley Employment Agreement.

# PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 5

December 29, 1999

10/08/99	J ZAMMAS	2.50	Preparation of letter to Brian Utley enclosing subscription letter agreements for iviewit.com LLC; deliver to Mr. Utley; update noteholder list; review correspondence files and make separate files for each entity; send subscription letter agreements to Jill and Guy Iantoni.
10/11/99	C WHEELER	.25	Follow up on employment agreement
10/11/99	C WHEELER	.50	Conf as to Grunthal matter
10/11/99	C WHEELER	1.00	Review of Grunthal materials
10/11/99	J ZAMMAS	.25	Return call to Jill Iantoni regarding subscription letter agreements; advise M. Robbins of news address for the Iantoni's.
10/12/99	C WHEELER	.50	Conf as to meeting;
10/12/99	C WHEELER	4.00	Meeting with Huizenga re financing
10/12/99	C WHEELER	.25	Arrange review of Huizenga agreements
10/12/99	M ROBBINS	.50	Telephone conference with Chris Wheeler re: Huizenga Agreements. Review file re: same.
10/12/99	J ZAMMAS	.25	Follow-up with C. Wheeler and R. Thompson regarding documentary stamps for the Iviewit note.
10/13/99	C WHEELER	1.00	Conf with Mr. Utley; conf with Mr. Bernstein; follow up on Gruntal letter
10/13/99	J ZAMMAS	.25	Send fax to Jerry Lewin regarding return of subscription letter agreements.
10/14/99	M ROBBINS	.25	Gather documents for E. Bernstein re: organization of iviewit entities.
10/15/99	C WHEELER	.50	Conf with Mr. Lewin; conf with Mr. Utley
10/15/99	M ROBBINS	.50	Organization of corporate documents and files.
10/17/99	C WHEELER	1.50	Review of agreements relating to Grunthal and Huizenga
10/18/99	C WHEELER	1.50	Meeting on capital requirements

# PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 6

December 29, 1999

10/18/99 M ROBBINS 2.50 Telephone conferences with Jerry Lewin re: issuance of promissory note to A. Dietz. Draft and preparation of correspondence to A. Dietz re: promissory note. Preparation of A. Dietz promissory note. Inter-office conferences with Jill Zammass re: issuances of notes, confirmation of telephone conference with Lewin re: issuance of A. Dietz note. Update noteholder list of iviewit.com LLC. Organizational of corporate documents and files. Inter-office conference with C. Wheeler re: Huizenga agreements. Revisions to form of promissory note.

10/18/99 J ZAMMAS .25 Discuss promissory note for Andrew Dietz with M. Robbins.

10/19/99 C WHEELER 2.00 Preparation of revision to letter agreement; conf with Mr. Utley re investment advisors

10/19/99 C WHEELER .25 Call to Leo Abbe

10/19/99 M ROBBINS 2.50 Review and revisions to correspondence to B. Utley re: A. Dietz promissory note. Inter-office conferences with Zammass re: update of noteholder list. Review correspondence from IRS re: acceptance as S Corporation. Review iviewit LLC Limited Liability Company Agreement re: managing board. Inter-office conferences with Chris Wheeler and Rocky Thompson re: managing board and officers. Revisions to table of noteholders of iviewit.com LLC. Review file re: Donna Dietz executed subscription agreement. Inter-office conferences with Jill Zammass re: Donna Dietz missing executed subscription agreement and follow-up letter to Dietz. Draft and preparation of correspondence to Jerry Lewin re: status of iviewit.com LLC noteholders and missing subscription documents. Organization of corporate documents and files. Meeting with Erika Lewin.

10/19/99 J ZAMMAS 1.00 Preparation of promissory note for Andrew Dietz and letter to Brian Utley; have note signed by Brian Utley and send to Andrew Dietz; update list of noteholders.

10/20/99 C WHEELER 1.00 Conf with Mr. Brandon; conf with Mr. Utley

# PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 7

December 29, 1999

10/20/99 C WHEELER 2.00 Message from Mr. Brandon; conf with Mr. Utley; conf with Grunthal; arrange for revisions of Grunthal and Huizenga agreements

10/20/99 M ROBBINS 1.00 Telephone conference with E. Lewin re: Osterling subscription. Inter-office conference with Zammass re: sending Donna Dietz another subscription agreement. Revisions to letter to Dietz. Inter-office conference with Chris Wheeler re: Gruntal Agreement and Huizenga Agreement. Telephone conference with E. Bernstein re: Gruntal agreement.

10/20/99 J ZAMMAS .50 Discuss sending another subscription letter agreement to Donna Dietz for her signature; review file and subscription agreement letter; preparation of letter to Donna Dietz enclosing agreement.

10/21/99 C WHEELER 1.00 Review of agreements re Huizenga purchase and Grunthal

10/21/99 C WHEELER .25 Conf with Mr. Utley re Huizenga stock

10/21/99 M ROBBINS 7.25 Review Huizenga loan agreement. Review Huizenga proposed loan agreement. Draft and preparation of letter agreement to Cris Branden re: conversion of Huizenga loan. Review iviewit LLC Limited Liability Company Agreement. Draft and preparation of Huizenga subscription agreement. Inter-office conferences with Chris Wheeler re: revisions to draft letter agreement. Preparation of comments to Gruntal placement agent letter agreement. Inter-office conferences with Gayle Coleman re: placement agent letter agreement. Preparation of correspondence to Welsch and Abbe re: modified Gruntal placement agent letter agreement. Telephone conferences with E. Lewin, B. Utley and E. Bernstein. Preparation of memorandum to Utley re: Huizenga letter agreement. Inter-office conferences with Chris Wheeler re: Gruntal placement agent agreement and Jenex and MacKenzie consulting agreements. Review file re: Jenex and MacKenzie consulting agreements.

10/21/99 G COLEMAN .75 Review placement agent engagement review. Inter-office conference with M. Robbins re: arbitration and securities issues.

# PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 8

December 29, 1999

10/21/99	J ZAMMAS	.25	Send additional subscription letter agreement to Donna Dietz;
10/22/99	D THOMPSON II	.25	Conference with attorney M. Robbins re Stock sale issues.
10/22/99	C WHEELER	.50	Follow up on Huizenga and Grunthal matters
10/22/99	C WHEELER	1.00	Conf with Mr. Utley; conf with Mr. Lewin; transmittal of materials
10/22/99	M ROBBINS	2.00	Telephone conference with B. Utley re: Huizenga letter agreement. Preparation of e-mail to C. Wheeler re: same. Draft and preparation of correspondence to B. Utley re: Gruntal placement agent agreement. Organization of iviewit corporate files. Inter-office conferences with Zammas re: organization of corporate files.
10/22/99	J ZAMMAS	2.00	Review correspondence files and separate by company name.
10/25/99	C WHEELER	2.00	Meeting with Mr. Utley, Messrs. Bernstein, Mr. Lewin; conf with Mr. Lewin; call to Mr. Brandon; arrange transmittal of confidentiality agreement; arrange transmittal to Brandon
10/25/99	M ROBBINS	2.50	Inter-office conferences with Chris Wheeler re: MachineWeb.com Confidentiality Agreement and License Evaluation Agreement. Preparation of Confidentiality Agreement. Preparation of License Evaluation Agreement. Multiple telephone conferences with Stuart Carlin. Preparation of correspondence to Carlin. Organization of iviewit corporate documents and files. Inter-office conference with G. Karibjanian re: transfer of shares to trusts. Telephone conference with S. Bernstein.
10/25/99	J ZAMMAS	.25	Follow-up with M. Lerner regarding executed subscription letter agreements for iviewit.com LLC.
10/26/99	C WHEELER	.50	Conf with Mr. Utley as to Board
10/26/99	C WHEELER	1.00	Conf with Mr. Branden; conf with Mr. Utley
10/26/99	C WHEELER	.50	Conf with Mr. Utley

# PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 9

December 29, 1999

10/27/99 S KAPP	1.25	F/u regarding status of LL consent to sublease, t/c to Wallace, t/c to landlord, t/c to atty for Bank of America, draft ltr
10/27/99 D THOMPSON II	.75	Conference with Attorney Mara Robbins re LLC issues and Huizenga Holdings.
10/27/99 C WHEELER	2.00	Numerous conf with Mr. Utley; follow up on Huizenga Class A changes; follow up on Grunthal agreement
10/27/99 C WHEELER	1.00	Follow up on Grunthal matter
10/27/99 M ROBBINS	3.25	Telephone conferences with Chris Wheeler re: Gruntal agreement revision, amendment to Jenex agreement. Draft and preparation of First Amendment to Consulting Agreement. Preparation of revisions to Gruntal agreement. Telephone conference with Erika Lewin. Review iviewit Limited Liability Company Agreement re: admission of Class A members and voting rights of Class A members. Inter-office conferences with Chris Wheeler re: voting by Class A members. Preparation of e-mail to Chris Wheeler. Telephone conferences with Leo Abbc. Revisions to Gruntal Agreement. Inter-office conference with rocky Thompson re: voting by Class A members. Revisions to subscription agreement.
10/28/99 S KAPP	.50	F/u regarding consent to sublease
10/28/99 C WHEELER	.50	Follow up on Grunthal
10/28/99 M ROBBINS	2.50	Inter-office conferences with Chris Wheeler re: Gruntal agreement. Meeting with Brian Utlay re: Jenex amendment. Preparation of correspondence to Irwin Newman. Multiple telephone conferences with Leo Abbe and Mildred Colon re: modifications to Gruntal agreement. Review revised Gruntal agreement. Calculation and update revised iviewit LLC table of grants of membership units. Telephone conference with B. Utley re: Gruntal agreement.
10/28/99 G COLEMAN	.25	Inter-office conference with M. Robbins re: calculation of share ownership and calculation of same.



# PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 10

December 29, 1999

10/28/99 J ZAMMAS 1.25 Office conference with M. Robbins; have subscription letter agreement for Investech Holdings, L.L.C. signed by Brian Utley; discuss subscription letter agreements and percentages with M. Robbins; update list of unit holders.

10/29/99 S KAPP .25 F/u regarding immigration matter

10/29/99 M ROBBINS 3.25 Multiple telephone conferences with Mildred Colon of Gruntal re: revisions to Gruntal agreement. Review revised Gruntal agreement. Further revisions to Gruntal agreement. Meeting with S. Bernstein and B. Utley re: capitalization of uview and iviewit LLC. Meeting with Martha re: iviewit LLC Limited Liability Company Agreement. Inter-office conferences with J. Zamas re: Iantoni subscription agreements. Preparation of correspondence to Mildred Colon. Preparation of correspondence to Leo Abbe. Telephone conferences with Leo Abbe. Telephone conferences with E. Lewin re: written consents. Telephone conferences with Jerry Lewin re: capitalization matters. Inter-office conference with J. Zamas re: issuance of shares to Utley and execution of subscription agreement. Review uview certificate of incorporation re: par value. Review file re: New Media Holdings payment for units for Jerry Lewin.

10/29/99 J ZAMMAS 2.50 Office discussion with M. Robbins regarding subscription letter agreements; bring duplicate subscription letter agreements to Jill and Guy Iantoni; send subscription letter agreement to INVESTECH Holdings, L.L.C.; revise schedules to LLC Agreement; preparation of promissory notes for Jill Iantoni and Guy Iantoni; order documentary stamps for notes.

11/01/99 C WHEELER 2.00 Meeting of Board of Iviewit; call to Mr. Guggenheim;

11/01/99 C WHEELER .50 Conf with Mr. Utley re prospective investors

## PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 11

December 29, 1999

11/01/99 M ROBBINS	1.25	Preparation of B. Utley subscription agreement. Inter-office conference with C. Wheeler re: written consents. Telephone conferences with E. Lewin and Martha re: written consents. Telephone conference with Irwin Newman re: amendment to consulting agreement. Telephone conference with Tom Laquer re: venture capital.
11/01/99 J ZAMMAS	2.00	Preparation of Subscription Letter Agreement for uview.com, Inc. and cover letter for Brian Utley; send Subscription Letter Agreement to INVESTECH Holdings, L.L.C.; bring Subscription Letter Agreement to Brian Utley for signature; office conference with M. Robbins.
11/02/99 S KAPP	.25	T/c with Zack regarding immigration matter and f/u message to CCW
11/02/99 S KAPP	.25	Rvw executed consent of LL, f/u regarding same
11/02/99 S KAPP	.25	F/u regarding consent to sublease
11/02/99 D THOMPSON II	.50	Conference with Attorney Mara Lerner Robbins and Attorney G. Karibjanian re valuation issues.
11/02/99 C WHEELER	1.50	Conf with Mr. Utley; conf with Ms. Robbins re capitalization; Call to Mr. Lewin;
11/02/99 G COLEMAN	.25	Inter-office conference with M. Robbins re: valuation issues of company.
11/02/99 J ZAMMAS	.50	Add Exhibits to Consents and file in minute books.
11/02/99 R JACOBOWITZ	2.75	Analyze value of class a and class b interests in company; prepare schedule summarizing values; review and revise the same
11/03/99 C WHEELER	1.00	Draft model agreement; conf with Mr. Utley re funding
11/03/99 M ROBBINS	.50	Preparation of correspondence to JW Genesis re: confidentiality agreement. Telephone conferences with J. Robbins re: same.
11/04/99 S KAPP	.25	F/u regarding consent
11/04/99 S KAPP	.25	Rvw consent and transmit same

# PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 12

December 29, 1999

11/04/99 C WHEELER .25 Call to Mr. Buschsbaum; review of confidentiality agreement material

11/04/99 M ROBBINS .75 Review marked-up confidentiality agreement from JW Genesis. Telephone conference with Jeff Lehman (JW Genesis) re: Confidentiality Agreement. Telephone conference with B. Utley re: Investech subscription agreement.

11/05/99 R STORETTE .25 Review F-1/employment matters.

11/05/99 C WHEELER .50 Conf with Mara Lerner re confidentiality agreement

11/05/99 M ROBBINS 1.25 Review revised executed Confidentiality Agreement from JW Genesis. Preparation of correspondence to JW Genesis. Preparation of e-mail to Zammas re: Utley subscription agreement and revisions to stockholder list. Inter-office conference with Zammas re: D. Dietz subscription agreement.

11/05/99 J ZAMMAS 2.25 Affix documentary stamps to notes; deliver promissory notes to Brian Utley for signature; deliver promissory notes to Jill and Guy Iantoni; update noteholder list; order documentary stamps for Donna Dietz's promissory note; preparation of letter to Eliot Bernstein enclosing subscription letter agreement for his signature.

11/08/99 M ROBBINS 1.00 Draft correspondence to Robert Zelinka re: Confidentiality Agreement. Draft correspondence to Barry Ahron re: Confidentiality Agreement. Telephone conference with Brian Utley re: forwarding of Confidentiality Agreements. Preparation of correspondence to Robert Zelinka. Telephone conferences with T. Laquer re: funding sources.

11/08/99 J ZAMMAS 1.50 Revise uview.com, Inc.'s shareholder list to reflect reverse split; bring revised subscription letter agreement to Brian Utley for signature; send letter to Andrew Dietz enclosing documentary stamps for his promissory note; preparation of promissory note for Donna Dietz.

## PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 13

December 29, 1999

11/09/99 M ROBBINS .50 Preparation of J. Osterling subscription documents. Telephone conferences with E. Bernstein re: same. Inter-office conferences with Zammass re: Osterling subscription documents. Telephone conference with Martha re: Ahron Confidentiality Agreement. Telephone conference with Laquer re: Confidentiality Agreements.

11/09/99 J ZAMMAS 1.75 Work on promissory note for Donna Dietz and bring to Brian Utley for execution; send promissory note to Donna Dietz; fax copy of iviewit.com LLC promissory noteholder list to Jerry Lewin for his review; preparation of new subscription letter agreement for James Osterling; fax document to Mr. Osterling.

11/10/99 R STORETTE .50 General review various immigration cases; various tel cons. with client; review immigrant documentation.

11/10/99 J ZAMMAS .25 Review list of noteholders and shareholders.

11/11/99 D THOMPSON II .25 Conference with Attorney Mara Lerner Robbins re Huizenga investment.

11/11/99 C WHEELER 2.50 Board meeting of Iviewit;

11/12/99 C WHEELER 1.00 Conf with Mr. Utley; conf as to conf room availability; conf as to Mr. Dalziel; all to Mr. Dalziel

11/12/99 A LEVY .75 Matters re amendment to LLC Agreement; TC's with Brian Utley.

11/15/99 M ROBBINS .50 Meeting with S. Bernstein re: iviewit LLC and uvview.com, Inc. capitalization. Inter-office conferences with A. Levy re: amendment to LLC Agreement.

11/15/99 A LEVY 1.50 Matters re amendment to LLC Agreement; mtng with Brian Utley.

11/16/99 C WHEELER .50 Conf with Mr. Utley; arrange for sales agreement

11/16/99 C WHEELER .50 Conf with Elliot Bernstein and Jim re possible contacts

11/16/99 M ROBBINS .50 Telephone conferences with S. Bernstein. Telephone conference with B. Utley.

# PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 14

December 29, 1999

11/16/99 A LEVY .50 TC with client re Investech units; mtng with M. Lerner Robbins

11/17/99 C WHEELER .50 Conf as to generic contract; conf as to Huizenga subscription agreement

11/17/99 M ROBBINS 3.25 Inter-office conferences with C. Wheeler re: generic purchase agreement. Telephone conferences with Jim Armstrong and Simon Bernstein re: same. Draft and preparation of generic purchase agreement. Preparation of correspondence to Simon Bernstein re: Centrack agreement. Preparation of modifications to Chase Consulting Agreement. Preparation of correspondence to Dalziel.

11/18/99 C WHEELER 3.00 Conf with Mr. Bernstein; conf with Mr. Utley re letter of intent; conf with Ms. Lerner re structuring of furniture matter; conf with Mr. Thompson re letter of intent

11/18/99 M ROBBINS 1.25 Meeting with S. Bernstein re: issuance of shares to furniture designer and terms of agreement. Inter-office conferences with C. Wheeler and G. Coleman re: structure of agreement, issuance of stock and convertible note and security matters.

11/18/99 G COLEMAN .25 Inter-office conference re: UCC-1 filing and proposed stock and contingent remainder right in furniture.

11/18/99 J ZAMMAS .75 Discuss documents still not received with M. Robbins; send fax to Jerry Lewin regarding subscription letter agreements and note money received; bring copies of uview.com, Inc. and iviewit LLC lists to Martha at iviewit.

11/18/99 A LEVY .75 Internal conferences re furniture transaction.

11/19/99 R ROWE .25 Rev. memo re integration of 3 offerings

11/19/99 D THOMPSON II 3.75 Prepare Letter of Intent with Webcasts; Conference with Attorney Mara Lerner Robbins re stock issues and letter of intent; meetings with Brian Utley re same.

11/19/99 C WHEELER .50 Conf with Mr. Utley re financing

# PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 15

December 29, 1999

11/19/99 M ROBBINS 4.50 Inter-office conferences with A. Levy and D. Thompson re: corporate and securities issues regarding issuance of stock and note. Telephone conference with S. Bernstein re: issuance of stock and note to designer. Draft and preparation of purchase agreement re: same. Inter-office conference with D. Thompson re: WebCast agreement. Preparation of e-mail to Dick Rowe re: integration issues relative to stock issuance to furniture seller. Inter-office conferences with D. Thompson re: integration matters. Telephone conference with S. Romoff re: Subchapter S matters relative to issuance of convertible debt. Inter-office conferences with Jill Zammass re: update uview stockholder list to reflect stock split. Telephone conference with Jim Armstrong. Review Secured Convertible Promissory Note and preparation of revisions.

11/19/99 G COLEMAN .25 Interoffice conference and research re: Rule 144 (conversions).

11/19/99 G COLEMAN .25 Inter-office conference re: note and security interest (UCC-1) for furniture sale transaction.

11/19/99 J ZAMMAS 2.00 Discuss lists of noteholders and shareholders with M. Robbins; revise uview.com, Inc. list to reflect reverse stock split; discuss documentary stamps with C. Wheeler and have invoices paid for documentary stamps; send updated shareholder and noteholder lists to Brian Utley, Simon Bernstein and Jerry Lewin; send payment to CSC on behalf of iviewit for documentary stamps.

11/19/99 A LEVY 3.25 Preparation of Note; Security Agreement; various internal conferences.

11/22/99 S KAPP .25 Rvw site and e-mail to brother at Compag

11/22/99 S KAPP .25 T/c with E. Bernstein

11/22/99 M ROBBINS 3.50 Draft and preparation of subscription agreement for furniture purchase. Review and revise secured convertible promissory note and security agreement.

## PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 16

December 29, 1999

11/22/99 G COLEMAN	.75	Study and revise promissory note, security agreement, and purchase agreement for furniture. Inter-office conference re: partial conversion and partial payment issues.
11/23/99 C WHEELER	1.00	Conf with Mr. Utley; review of agreement with Webcast
11/23/99 M ROBBINS	.75	Telephone conferences with S. Bernstein. Inter-office conferences with D. Thompson re: corporate matters.
11/24/99 D THOMPSON II	.25	Conference with Attorney C. Wheeler re potential stock transfer.
11/24/99 C WHEELER	1.50	Conf with Mr. Bernstein and Mitchell Wolf; review of proposed agreement
11/24/99 M ROBBINS	1.00	Telephone conference with Simon Bernstein re: furniture agreement. Telephone conference to Jerry Lewin re: same. Revise iviewit LLC member list. Preparation of fax to Lewin.
11/29/99 C WHEELER	1.00	Conf with Mr. Bernstein and Mr. Armstrong
11/29/99 M ROBBINS	5.25	Telephone conferences with Martha. Telephone conferences with Jeff Stark re: issuance of shares in exchange for furniture. Meeting with J. Armstrong and S. Bernstein re: generic website and license agreement and various corporate matters. Preparation of generic website and license agreement. Revise Convertible Promissory Note. Inter-office conferences with G. Coleman re: securities issues relative to issuance of additional shares and convertible note.
11/29/99 G COLEMAN	.25	Inter-office conference re: furniture purchase and securities issues.
11/29/99 J ZAMMAS	.25	Fax iviewit LLC list of members to Jeff Stark for M. Lerner.
11/30/99 D THOMPSON II	.25	Conference with Attorney Mara Lerner Robbins re stock issues.
11/30/99 C WHEELER	1.00	Conf with Mr. Utley re investors and various operational matters

# PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 17

December 29, 1999

11/30/99 M ROBBINS 3.50 Preparation of modifications to convertible note, security agreement, purchase agreement and subscription agreement. Preparation of modifications to generic website development and license agreement. Inter-office conferences with Gayle Coleman re: issuance of note, security agreement and purchase agreement for furniture. Inter-office conferences with Gayle Coleman re: website development and license agreement.

11/30/99 G COLEMAN 1.75 Preparation of revisions to furniture purchase transaction documents including purchase agreement, security agreement, and promissory note. Inter-office conference with M. Robbins re: same. Preparation of revisions to Generic Web Site Agreement.

11/30/99 J ZAMMAS .25 Follow-up with Brian Utley as to the return of executed subscription letter agreement; work on forms of agreements.



# PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 18

December 29, 1999

## SUMMARY OF HOURS

NAME	HOURS
CHRISTOPHER C. WHEELER	65.25
RICHARD H. ROWE	.25
RONALD F. STORETTE	1.00
TOTAL FOR PARTNER	66.50
DONALD E. THOMPSON II	9.00
GEORGE A. PINCUS	4.75
KEVIN J. HEALY	.75
TOTAL FOR SENIOR COUNSEL	14.50
ANDREW D. LEVY	9.25
GAYLE COLEMAN	5.00
MARA LERNER ROBBINS	66.25
ROBERT JACOBOWITZ	2.75
STUART T. KAPP	4.00
TOTAL FOR ASSOCIATE	87.25
JILL B. ZAMMAS	25.75
SEAN F. SMYTH	.75
TOTAL FOR LEGAL ASSISTANT	26.50
TOTAL HOURS:	194.75

## DISBURSEMENTS AND CHARGES

DESCRIPTION:	AMOUNT
DATA BASE SEARCH SERV.	789.79
DELIVERY CHARGES	429.80
FAX	172.00
FOOD SERVICE/CONF. DINING	33.62
LONG DISTANCE TELEPHONE	13.64
MEALS	39.00
OUT-OF-TOWN-TRAVEL-ATTY	15.40
POSTAGE	0.99
REPRODUCTION	272.20
WESTLAW	72.66
TOTAL DISBURSEMENTS AND CHARGES FOR THIS MATTER:	\$1,839.10

IVIEWIT.COM LLC  
2255 GLADES ROAD  
SUITE 337 WEST  
BOCA RATON, FL 33431-7360  
ATTENTION: MR. ELIOT I. BERNSTEIN

340153  
December 29, 1999

**PROSKAUER ROSE LLP**

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360

Employer Identification No. 13-1840454

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CLIENT NAME: IVIEWIT.COM LLC  
MATTER NAME: HUIZENGA LOAN  
FILE #: 40017.0025

FOR LEGAL SERVICES RENDERED INCLUDING DISBURSEMENTS AND  
CHARGES INCURRED FOR THE PERIOD ENDED NOVEMBER 30, 1999  
AS SET FORTH IN THE ATTACHED PRINTOUT

TOTAL FEES: \$1,425.00  

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TOTAL DUE: \$1,425.00

TOTAL OF CURRENT INVOICE: \$1,425.00

# PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: HUIZENGA LOAN  
PAGE: 2

December 29, 1999

DATE	NAME	HOURS	DESCRIPTION
10/27/99	M ROBBINS	2.50	Telephone conferences with Chris Wheeler re: Huizenga letter agreement and revisions thereto. Preparation of revisions to Huizenga letter agreement. Preparation of correspondence to Cris Branden. Draft and preparation of Written Consent of Managing Board and Class A Members re: issuance of Class A units. Draft and preparation of Written Consent of uview Board re: issuance of Class A units. Preparation of revisions to Investech subscription agreement. Inter-office conferences with Chris Wheeler re: Huizenga letter agreement.
10/28/99	M ROBBINS	2.25	Telephone conference with Cris Branden's office re: letter agreement. Revisions to Investech subscription agreement. Revisions to written consents approving issuance of units to Investech. Meeting with B. Utley re: written consents approving issuance of units to Investech. Update list of members and holdings of iviewit LLC. Inter-office conferences with Jill Zammass re: Investech subscription agreement and list of members. Draft and preparation of correspondence to Cris Branden re: subscription agreement.
10/29/99	M ROBBINS	1.25	Inter-office conferences with J. Zammass re: preparation of subscription agreement for Investech and LLC Agreement. Revisions to subscription agreement and correspondence to C. Branden. Telephone conference with Jerry Lewin re: issuance of units to Investech. Review iviewit Limited Liability Company Agreement. Organization of Huizenga corporate file.
11/01/99	M ROBBINS	.25	Telephone conference with E. Lewin re: board consents for Huizenga issuance.
11/04/99	M ROBBINS	.25	Telephone conference with C. Branden re: subscription agreement.
11/11/99	M ROBBINS	.50	Telephone conference with Cris Branden re: subscription agreement. Inter-office conference with Rocky Thompson re: Branden's modification to LLC Agreement.

PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: HUIZENGA LOAN  
PAGE: 3

December 29, 1999

11/12/99 M ROBBINS .50 Inter-office conferences with A. Levy re:  
amendment to LLC agreement, joinder to LLC  
agreement and written consents.

11/18/99 M ROBBINS .50 Inter-office conference with C. Wheeler re:  
Investech proposed modifications to LLC  
Agreement. Inter-office conference with A.  
Levy re: same.

11/23/99 M ROBBINS .25 Inter-office conference with C. Wheeler re:  
Investech conversion.

SUMMARY OF HOURS

NAME	HOURS
MARA LERNER ROBBINS	8.25
TOTAL FOR ASSOCIATE	8.25
TOTAL HOURS:	8.25

IVIEWIT.COM LLC  
2255 GLADES ROAD  
SUITE 337 WEST  
BOCA RATON, FL 33431-7360  
ATTENTION: MR. ELIOT I. BERNSTEIN

340152  
December 29, 1999

**PROSKAUER ROSE LLP**

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360

Employer Identification No. 13-1840454

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CLIENT NAME: IVIEWIT.COM LLC  
MATTER NAME: PATENT/GENERAL  
FILE #: 40017.0020

FOR LEGAL SERVICES RENDERED INCLUDING DISBURSEMENTS AND  
CHARGES INCURRED FOR THE PERIOD ENDED NOVEMBER 30, 1999  
AS SET FORTH IN THE ATTACHED PRINTOUT

TOTAL FEES:	\$25.00
DISBURSEMENTS AND CHARGES:	\$2.80
	<hr/>
TOTAL DUE:	\$27.80

TOTAL OF CURRENT INVOICE:

\$27.80

PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: PATENT/GENERAL  
PAGE: 2

December 29, 1999

DATE	NAME	HOURS	DESCRIPTION
11/29/99	J ZAMMAS	.25	Copy official filing receipts for two patents, insert in patent binders and give two copies to Brian Utley to insert in his binders.

SUMMARY OF HOURS

NAME	HOURS
JILL B. ZAMMAS	.25
TOTAL FOR LEGAL ASSISTANT	.25
TOTAL HOURS:	.25

DISBURSEMENTS AND CHARGES

DESCRIPTION:	AMOUNT
REPRODUCTION	2.80
TOTAL DISBURSEMENTS AND CHARGES FOR THIS MATTER:	\$2.80

**Intraoffice Memo**

**Re:** Open Invoice Listing

**To:** Erica  
Iviewit

**From:** Maribeth Guzi

**Date:** January 3, 2000

**Client-Matter:** 40017

As requested, the attached is a listing of open invoices, showing any partial payments received. If you should need additional info, please call me directly at 995-4712.

Jan 03 2000  
17:02:23

\* OPEN INVOICES \*

IVIEWIT.COM LLC

CLIENT: 40017

TYPE	NUMBER	DATE	FEES	COSTS	OTHER	TOTAL
BILL	327337	08/24/99	92630.00	6248.10	.00	98878.10
PAY	1028	09/22/99	-2099.45	-6248.10	.00	-8347.55
PAY	1106	10/28/99	-50000.00	.00	.00	-50000.00
*****SUBTOTAL*****			40530.55	.00	.00	40530.55
BILL	327694	08/26/99	398.75	38.75	.00	437.50
BILL	329870	09/16/99	162.00	4.60	.00	166.60
BILL	330767	09/25/99	42538.75	1667.33	.00	44206.08
BILL	333536	10/12/99	40526.25	1511.95	.00	42038.20
BILL	334207	10/20/99	71.25	.00	.00	71.25
BILL	334208	10/20/99	136.25	87.00	.00	223.25
BILL	339495	12/16/99	87.00	9.60	.00	96.60
BILL	339661	12/20/99	610.00	1.94	.00	611.94
BILL	826370	06/30/99	11250.00	.00	.00	11250.00
BILL	826371	06/30/99	2700.00	.00	.00	2700.00
BILL	826372	06/30/99	2625.00	19.90	.00	2644.90
BILL	829813	10/20/99	900.00	.00	.00	900.00
BILL	829814	10/20/99	2625.00	.00	.00	2625.00
*****GRAND TOTAL*****			145160.80	3341.07	.00	148501.87



**PROSKAUER ROSE LLP**

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360  
Telephone 561.241.7400  
Elsewhere in Florida  
800.432.7746  
Fax 561.241.7145

NEW YORK  
LOS ANGELES  
WASHINGTON  
NEWARK  
PARIS

**Christopher C. Wheeler**  
Member of the Firm

Direct Dial 561.995.4702  
cwheeler@proskauer.com

October 21, 1999

Mr. Brian G. Utley  
iviewit LLC  
2255 Glades Road, Suite 337W  
Boca Raton, Florida 33431

Re: Trademark Matters

Dear Brian:

Enclosed please find our statements for costs and services rendered in connection with the above-referenced matters for the period ended September 30, 1999.

Please let me know if you have any questions concerning the enclosed. I would appreciate your arranging to pay this at your earliest convenience.

Thank you for your prompt attention to this matter.

Best regards.

Cordially,



Christopher C. Wheeler

IVIEWIT.COM LLC  
2255 GLADES ROAD  
SUITE 337 WEST  
BOCA RATON, FL 33431-7360  
ATTENTION: MR. ELIOT I. BERNSTEIN

829813  
October 20, 1999

**PROSKAUER ROSE LLP**

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360

Employer Identification No. 13-1840454

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FOR PROFESSIONAL SERVICES RENDERED during  
the period through September 30, 1999 in connection with  
Preliminary searches for .zpi, ZAPIT FILES and  
ZOOMABLE ANTI-PIXELATING IMAGE TECHNOLOGY

Three Searches at \$300.00 per search \$900.00

Total Due \$900.00

.IVIEWIT.COM LLC  
2255 GLADES ROAD  
SUITE 337 WEST  
BOCA RATON, FL 33431-7360  
ATTENTION: MR. ELIOT I. BERNSTEIN

829814  
October 20, 1999

**PROSKAUER ROSE LLP**

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360

Employer Identification No. 13-1840454

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FOR PROFESSIONAL SERVICES RENDERED during  
the period through September 30, 1999 in connection with  
Full Searches for .zpi, ZAPIT FILES AND ZOOMABLE ANTI-PIXELATING  
IMAGE TECHNOLOGY

Three searches at \$825.00 per search \$2,625.00

Total Due \$2,625.00

IVIEWIT.COM LLC  
2255 GLADES ROAD  
SUITE 337 WEST  
BOCA RATON, FL 33431-7360  
ATTENTION: MR. ELIOT I. BERNSTEIN

334208  
October 20, 1999

**PROSKAUER ROSE LLP**

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360

Employer Identification No. 13-1840454

CLIENT NAME: IVIEWIT.COM LLC  
MATTER NAME: TRADEMARK SEARCHES  
FILE #: 40017.0002

FOR LEGAL SERVICES RENDERED INCLUDING DISBURSEMENTS AND  
CHARGES INCURRED FOR THE PERIOD ENDED SEPTEMBER 30, 1999  
AS SET FORTH IN THE ATTACHED PRINTOUT

TOTAL FEES: \$136.25  
DISBURSEMENTS AND CHARGES: \$87.00  
-----  
TOTAL DUE: \$223.25

OUTSTANDING INVOICES

DATE	INVOICE	AMOUNT	PAYMENTS	REMAINING BALANCE
06/30/99	826370	\$11,250.00	\$ .00	\$11,250.00
06/30/99	826371	\$2,700.00	\$ .00	\$2,700.00
06/30/99	826372	\$2,644.90	\$ .00	\$2,644.90
08/26/99	327694	\$437.50	\$ .00	\$437.50
09/16/99	329870	\$166.60	\$ .00	\$166.60

TOTAL OF PRIOR OUTSTANDING INVOICES: \$17,199.00

TOTAL OF CURRENT INVOICE: \$223.25

BALANCE DUE: \$17,422.25  
=====

IVIEWIT.COM LLC  
2255 GLADES ROAD  
SUITE 337 WEST  
BOCA RATON, FL 33431-7360  
ATTENTION: MR. ELIOT I. BERNSTEIN

334208  
October 20, 1999

**PROSKAUER ROSE LLP**

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360

Employer Identification No. 13-1840454

CLIENT NAME: IVIEWIT.COM LLC  
MATTER NAME: TRADEMARK SEARCHES  
FILE #: 40017.0002

FOR LEGAL SERVICES RENDERED INCLUDING DISBURSEMENTS AND  
CHARGES INCURRED FOR THE PERIOD ENDED SEPTEMBER 30, 1999  
AS SET FORTH IN THE ATTACHED PRINTOUT

TOTAL FEES: \$136.25  
DISBURSEMENTS AND CHARGES: \$87.00  

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TOTAL DUE: \$223.25

OUTSTANDING INVOICES

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DATE	INVOICE	AMOUNT	PAYMENTS	REMAINING BALANCE
06/30/99	826370	\$11,250.00	\$ .00	\$11,250.00
06/30/99	826371	\$2,700.00	\$ .00	\$2,700.00
06/30/99	826372	\$2,644.90	\$ .00	\$2,644.90
08/26/99	327694	\$437.50	\$ .00	\$437.50
09/16/99	329870	\$166.60	\$ .00	\$166.60

TOTAL OF PRIOR OUTSTANDING INVOICES: \$17,199.00

TOTAL OF CURRENT INVOICE: \$223.25

BALANCE DUE: \$17,422.25

=====

PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: TRADEMARK SEARCHES  
PAGE: 2

October 20, 1999

DATE	NAME	HOURS	DESCRIPTION
09/14/99	B SCHIFF	.50	Making copies of 15 trademark applications as filed with the U.S. Patent and Trademark Office.
09/15/99	K HEALY	.25	Iviewit materials to M. Robbins

SUMMARY OF HOURS

NAME	HOURS
KEVIN J. HEALY	.25
TOTAL FOR SENIOR COUNSEL	.25
BARBRA SCHIFF	.50
TOTAL FOR LEGAL ASSISTANT	.50
TOTAL HOURS:	.75

DISBURSEMENTS AND CHARGES

DESCRIPTION:	AMOUNT
REPRODUCTION	87.00
TOTAL DISBURSEMENTS AND CHARGES FOR THIS MATTER:	\$87.00

IVIEWIT.COM LLC  
2255 GLADES ROAD  
SUITE 337 WEST  
BOCA RATON, FL 33431-7360  
ATTENTION: MR. ELIOT I. BERNSTEIN

334207  
October 20, 1999

**PROSKAUER ROSE LLP**

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360

Employer Identification No. 13-1840454

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CLIENT NAME: IVIEWIT.COM LLC  
MATTER NAME: IVIEWIT/42/US  
FILE #: 40017.0011

FOR LEGAL SERVICES RENDERED INCLUDING DISBURSEMENTS AND  
CHARGES INCURRED FOR THE PERIOD ENDED SEPTEMBER 30, 1999  
AS SET FORTH IN THE ATTACHED PRINTOUT

TOTAL FEES: \$71.25

TOTAL DUE: \$71.25

TOTAL OF CURRENT INVOICE:

\$71.25

PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: IVIEWIT/42/US  
PAGE: 2

October 20, 1999

DATE	NAME	HOURS	DESCRIPTION
09/02/99	G REED	.25	Incoming filing receipt; status review

SUMMARY OF HOURS

NAME	HOURS
GREGG REED	.25
TOTAL FOR ASSOCIATE	.25
TOTAL HOURS:	.25



ERICA

IVIEWIT.COM LLC  
2255 GLADES ROAD  
SUITE 337 WEST  
BOCA RATON, FL 33431-7360  
ATTENTION: MR. ELIOT I. BERNSTEIN

333536  
October 12, 1999

**PROSKAUER ROSE LLP**

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360

Employer Identification No. 13-1840454

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CLIENT NAME: IVIEWIT.COM LLC  
MATTER NAME: GENERAL CORPORATE ADVICE  
FILE #: 40017.0001

FOR LEGAL SERVICES RENDERED INCLUDING DISBURSEMENTS AND  
CHARGES INCURRED FOR THE PERIOD ENDED SEPTEMBER 30, 1999  
AS SET FORTH IN THE ATTACHED PRINTOUT

TOTAL FEES:	\$40,526.25
DISBURSEMENTS AND CHARGES:	\$1,511.95
	<hr/>
TOTAL DUE:	\$42,038.20

TOTAL OF CURRENT INVOICE:

\$42,038.20

# PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 2

October 12, 1999

DATE	NAME	HOURS	DESCRIPTION
09/01/99	D THOMPSON II	1.00	Review and revise split documentation; conference with Attorney Mara Lerner Robbins re same.
09/01/99	D THOMPSON II	6.75	Attend negotiation session with Huizenga Holdings; prepare Letter Agreement re same.
09/01/99	C WHEELER	4.50	Meeting with Mr. Utley and representatives of Huizenga; conf with Mr. Utley and Mr. Bernstein; conf with Mr. Thompson; review of funding agreement; conf with Mr. Thompson
09/01/99	M ROBBINS	2.75	Preparation of memorandum to Utley and Bernstein re: reverse stock split. Revisions to Certificate of Amendment to Certificate of Incorporation. Draft and preparation of written consent of the Board, written consent of the Class A stockholders and written consent of the Class B stockholders re: reverse split. Inter-office conference with Rocky Thompson re: reverse split. Review correspondence from Bernstein. Inter-office conferences with Zamas re: issuance of shares and S. Bernstein subscription agreement.
09/01/99	J ZAMMAS	1.00	Send Class B stock certificate to Eliot Bernstein; send subscription letter agreement to Simon Bernstein; update shareholder list and discuss with M. Robbins.
09/02/99	D THOMPSON II	.75	Follow-up on letter agreement with Huizenga Holdings.
09/02/99	D THOMPSON II	4.25	Negotiate Letter Agreement; revise same.
09/02/99	C WHEELER	3.00	Review of revisions; numerous conf with Mr. Brandon, Mr. Thompson, Mr. Utley
09/02/99	M ROBBINS	.50	Calculation of reverse split shares. Review stockholder list.
09/03/99	D THOMPSON II	2.00	Follow-up on Letter Agreement with Huizenga.
09/03/99	C WHEELER	1.00	Review of revised document; call to Chris Brandon
09/03/99	C WHEELER	.25	Conf with Mr. Utley

# PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 3

October 12, 1999

09/03/99	C WHEELER	2.50	Numerous conf with Mr. Thompson; conf with Mr. Bernstein;
09/03/99	M ROBBINS	.50	Inter-office conferences with attorney Thompson re: Utley employment agreement terms. Revise stockholder list.
09/07/99	D THOMPSON II	.50	Conference with Attorney Mara Lerner Robbins re stock issuances and Huizenga transaction.
09/07/99	C WHEELER	1.50	Follow up on confidentiality agreement; call to Mr. Tim Connelly; conf with Mr. Bernstein; message from Mr. Utley; call to Mr. Lewin
09/07/99	C WHEELER	1.00	Message from Mr. Epstein's office; fax from Mr. Epstein; call from Mr. Bernstein
09/07/99	S ROMOFF	.25	Conference w/ MR; Fax revised change page.
09/07/99	M ROBBINS	4.75	Update uview stockholder list. Update iviewit LLC member list. Review Huizenga Letter Agreement. Preparation of e-mail to Zamas re: follow-up on organizational matters. Inter-office conference with Thompson re: list of iviewit LLC members and S election. Telephone conference with Lewin re: S election. Conference with Berfield re: membership interest issuances. Preparation of written consent re: additional issuance of membership interests. Review iviewit LLC Limited Liability Company Agreement. Update Schedule to iviewit LLC Limited Liability Company Agreement. Telephone conference with C. Bernstein re: Donna Dietz subscription agreement. Revisions to iviewit LLC Limited Liability Company Agreement. Preparation of e-mail to Romoff re: revised section of LLC Agreement. Review instructions to Form 2553. Telephone conference with C. Bernstein re: executed documents for reverse split. Telephone conference with Spencer Romoff re: revision to LLC Agreement. Review correspondence from Spencer Romoff.
09/08/99	S KAPP	.25	F/u at request of CCW on status of immigration issues
09/08/99	D THOMPSON II	1.00	Review and revise resolutions relating to stock matters; conference with Attorney Mara Lerner Robbins re same.
09/08/99	C WHEELER	.50	Conf with Mr. Utley; conf with Mr. Bernstein

## PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 4

October 12, 1999

09/08/99 C WHEELER .25 Conf with Mr. Utley

09/08/99 C WHEELER 1.00 Conf with Mr. Utley; conf with Mr. Lewin re minority shares; follow up on disclosure agreement

09/08/99 M ROBBINS 5.00 Review instructions to Form 2553 and general rules regarding Form 2553 filing period. Telephone conferences with Lewin re: filing Form 2553. Review uview minute book. Inter-office conference with Thompson re: Amendment to Certificate of Incorporation. Revisions to Amendment to Certificate of Incorporation. Revisions to written actions of Board, Class A and Class B stockholders re: reverse split. Draft and preparation of correspondence to Eliot Bernstein re: revised Certificate of Amendment documents. Telephone conferences with Candace Bernstein re: Amendment and written consents. Preparation of e-mails to Zamas re: Donna Dietz subscription agreement. Draft and preparation of Notice to Stockholders of Written Action. Telephone conferences with Lewin re: S election filing period. Revisions to written action of managing board of iviewit LLC re: Utley issuance. Draft and preparation of correspondence to Eliot Bernstein re: execution of written consent.

09/09/99 K HEALY .50 Review files to prepare IP Materials for E. Bernstein and B. Utley

09/09/99 M ROBBINS 3.00 Telephone conferences with Candace Bernstein re: signatures to Certificate of Amendment, trademark conference call. Draft and preparation of memorandum to Chris Wheeler re: status of trademark matters. Organization of corporate files. Inter-office conference with Wheeler re: trademark searches. Review package from S. Bernstein re: subscription agreement. Telephone conferences with Kevin Healy re: trademark searches.

09/10/99 C WHEELER .50 Follow up on call to Brandon re additional investor

09/10/99 C WHEELER .25 Arrange for patents

09/10/99 C WHEELER 1.00 Conf with Mr. Utley re status of negotiations

## PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 5

October 12, 1999

09/10/99 C WHEELER 2.00 Conf with Mr. Brandon; conf with Mr. Brandon;  
conf with Mr. Rubenstein; transmittal of  
materials to Mr. Rubenstein; Call to Mr. Joao

09/10/99 K HEALY 1.00 Review iviewit files for materials requested  
for E. Bernstein and B. Utley; tcs w/B. Schiff  
re TM files

09/10/99 M ROBBINS 3.50 Draft and preparation of correspondence to  
Utley, E. Bernstein and S. Bernstein re:  
trademark searches. Telephone conferences with  
C. Bernstein re: Certificate of Amendment and  
Donna Dietz subscription agreement. Review  
file re: received Acknowledgment Agreement from  
Andrew Dietz. Preparation of e-mails to Zammas  
re: follow-up matters. Review correspondence  
from Lewin re: additional loan money from  
Dietz, Armstrong, Friedstein. Telephone  
conferences with Lewin re: same. Preparation  
of list of notes. Organization of corporate  
files.

09/13/99 C WHEELER 1.00 Conf with Mr. Brandon; conf with Mr. Joao;

09/13/99 C WHEELER 1.00 Review of correspondence

09/13/99 M ROBBINS 3.00 Inter-office conferences with Zammas re:  
iviewit LLC schedule to LLC Agreement, Shirajee  
and Rosario letters, Acknowledgment Agreements.  
Telephone conferences with E. Bernstein re:  
trademark matters, Acknowledgment Agreements.  
Preparation of memo to Healy re: new trademark  
search. Review correspondence from Lewin re:  
additional loan money. Telephone conferences  
with E. Bernstein re: Certificate of Amendment.  
Telephone conference to Utley re: Certificate  
of Amendment.

09/13/99 J ZAMMAS 1.25 Discuss patents with C. Wheeler's secretary;  
send another copy of the subscription letter  
agreement for iviewit.com LLC to Andy Dietz;  
send Acknowledgment Agreements to Andy Dietz;  
insert corrected pages in iviewit LLC  
Agreement.

09/14/99 C WHEELER 1.00 Call to Mr. Utley; Conf with Mr. Si Bernstein

09/15/99 A GORTZ .25 Cfs CCW

09/15/99 C WHEELER 1.00 Follow up on revisions to employment contract

## PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 6

October 12, 1999

09/15/99	C WHEELER	1.00	Conf with Mr. Utley; conf with Mr. Brandon; conf. with Mr. Utley
09/15/99	C WHEELER	2.00	Weekly meeting with Messrs. Bernstein, Utley, Lewin
09/15/99	C WHEELER	.25	Call to Mr. Conklin
09/15/99	G KARIBJANIAN	.75	Review corporate agreement provisions w/Mara Lerner-Robinson; revise.
09/15/99	M ROBBINS	5.00	Telephone conferences with E. Bernstein re: written consents. Inter-office conferences with Zammass re: patent files and binders. Meeting with E. Bernstein, S. Bernstein, J. Lewin and B. Utley re: execution of corporate documents, additional loan money. Inter-office conference with C. Wheeler re: comments to Utley Employment Agreement. Preparation of Utley Employment Agreement. Preparation of Utley Employment Agreement. Revisions to insurance provisions of Utley Employment Agreement. Inter-office conferences with Karibjanian re: insurance provisions of Employment Agreement. Telephone conferences with Ira Bogner, Ivan Taback.
09/15/99	J ZAMMAS	.75	Office discussion with M. Robbins regarding executed documents; have amendment for uview.com, Inc. filed with the Secretary of State of Delaware.
09/16/99	G PINCUS	1.50	Review base lease
09/16/99	G PINCUS	.25	Conf w/Chris Wheeler re: sublease
09/16/99	C WHEELER	.50	Review of correspondence; call to Mr. Utley;
09/16/99	C WHEELER	.50	Conf with Mr. Pincus re sublease; receipt and review of lease
09/16/99	C WHEELER	.50	Follow up on insurance provision of employment contract; conf as to generic contract
09/16/99	G KARIBJANIAN	.50	Revise provision; discussions w/Mara Lerner-Robinson.
09/16/99	M ROBBINS	4.50	Inter-office conferences with Wheeler re: insurance provision of Utley Employment Agreement and form of executive employment agreement. Telephone conference with Bernstein. Inter-office conferences with G.

PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 7

October 12, 1999

Karibjanian re: insurance provisions of Utley Employment Agreement. Revisions to Utley Employment Agreement. Inter-office conferences with Zammas re: Osterling Acknowledgment Agreement. Study and review memo from K. Healy re: iviewit intellectual property documents. Review patent applications and correspondence from patent counsel. Inter-office conferences with Zammas re: preparation of binders for patent documents. Draft and preparation of form of executive employment agreement. Preparation of correspondence to Utley re: Employment Agreement.

09/16/99 J ZAMMAS 1.00 Send additional Acknowledgment Agreement to James Osterling for signature; discuss patent documents with M. Robbins; place documents in minute books for the corporation and LLC's;

09/17/99 G PINCUS .25 Conf w/Wheeler re: sublease

09/17/99 G PINCUS 2.00 Review and markup sublease

09/17/99 C WHEELER 1.00 Meeting with Mr. Utley re various matters; call to Mr. Brandon

09/17/99 C WHEELER 1.00 Receipt and review of lease materials; arrange for review

09/17/99 M ROBBINS 3.50 Preparation of form of executive employment agreement. Telephone conferences with Lewin re: additional iviewit.com LLC subscription agreements. Inter-office conference with Rocky Thompson re: additional iviewit.com LLC subscription agreements. Draft and preparation of memo to Chris Wheeler re: form of executive employment agreement. Preparation of new subscription agreements in connection with additional loan money for Andrew Dietz, J. Armstrong, J. Osterling, L. Friedstein. Preparation of correspondence to Lewin re: Patricia Daniels. Preparation of iviewit Trademark Binder. Telephone conference with Utley. Telephone conference with Lewin re: Patricia Daniels stock certificate.

09/17/99 J ZAMMAS .25 Compile subscription letter agreements and copy of LLC Agreement of iviewit LLC for Jude Rosario and Zakirul Shirajee.

## PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 8

October 12, 1999

09/20/99	C WHEELER	1.00	Review of sublease; conf on sublease with Mr. Wallace; arrange for follow up
09/21/99	G PINCUS	1.50	Finalize mark up of sublease
09/21/99	G PINCUS	.25	Conf w/Wheeler re: sublease comments
09/21/99	G PINCUS	.50	Conf w/Karen Chastain, attny for Bank of America re: comments on sublease
09/21/99	G PINCUS	.50	Review revisions to sublease
09/21/99	G PINCUS	.25	Conf w/Wheeler re: revised sublease and requirements for letter of credit, insurance and advance rent as preconditions to lease being effective
09/21/99	C WHEELER	1.00	Review of lease; conf with Mr. Pincus; arrange for follow up
09/21/99	C WHEELER	.25	Call to Mr. Utley re patent meeting
09/21/99	C WHEELER	1.00	Conf with Mr. Utley re patent meeting and status of negotiations; call to Mr. Brandon
09/21/99	C WHEELER	.25	Review of revised lease; conf re same
09/21/99	M ROBBINS	2.00	Inter-office conferences with Zammas re: additional promissory note subscription agreements and Patricia Daniels stock certificate. Telephone conference with Jerry Lewin re: additional promissory note subscription agreements. Telephone conference with K. Healy re: trademark findings. Draft and preparation of correspondence to A. Dietz, J. Osterling, J. Armstrong, L. Friedstein re: new subscription agreements. Inter-office conference with Zammas re: trademark binders and Rosario and Shirajee subscriptions.
09/21/99	J ZAMMAS	4.75	Review subscription letter agreements and send to Brian Utley for signature; issue stock to Patricia Daniels and send to Eliot Bernstein for signature; preparation of patent document binders for C. Wheeler; send copies of Subscription Letter Agreements and LLC Agreements of iviewit LLC to Jude Rosario and Zakirul Shirajee; work on trademark binder.
09/22/99	G PINCUS	.50	Review letter of credit application



## PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 9

October 12, 1999

09/22/99	G PINCUS	.25	Call to Landlord's attny re: letter of credit form
09/22/99	G PINCUS	.25	Letter to Landlord's attny transmitting letter of credit requirements
09/22/99	G PINCUS	.25	Conf w/Wheeler re: letter of credit requirements
09/22/99	G PINCUS	1.00	Draft form of Letter of Credit
09/22/99	G PINCUS	.50	Coordinate lease execution and deliveries to Landlord of sublease requirements
09/22/99	C WHEELER	1.50	Review of lease matters; prep of application for letter of credit; coordinate letter of credit and execution of sublease
09/22/99	C WHEELER	1.50	Meeting with Mr. Utley and Si Bernstein; call to Mr. Brandon; review of copyright material
09/22/99	C WHEELER	1.00	Call to Mr. Utley; conf. review of lease matters; follow up on employment contract
09/22/99	M ROBBINS	2.00	Inter-office conferences with Zammass re: follow-up on Donna and Andrew Dietz subscription agreements. Inter-office conference with Wheeler re: Trademark Binders. Finalization of Trademark Binders. Update iviewit.com LLC noteholder list. Telephone conferences with E. Bernstein re: new note subscription agreements. Preparation of correspondence to E. Bernstein re: missing items.
09/22/99	J ZAMMAS	3.00	Work on patent binders and trademark binders for C. Wheeler; telephone Raymond Joao regarding all patents; compile all documents by shareholder/noteholder
09/23/99	G PINCUS	.50	Coordinate Letter of Credit requirements
09/23/99	D THOMPSON II	.25	Conference re stock issues with Attorney Mara Lerner Robbins.
09/23/99	C WHEELER	1.50	Arrange revision to lease; call to insurance broker; call to Martha re status
09/23/99	C WHEELER	1.00	Meeting with Mr. Utley re conclusion of lease matter
09/23/99	C WHEELER	1.00	Conf with Mr. Iatonna ; conf with Ms. Chastain;

## PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 10

October 12, 1999

09/23/99 M ROBBINS	3.00	Inter-office conferences with Chris Wheeler re: iviewit organizational matters. Preparation of organizational chart of iviewit entities. Draft and preparation of memo to Al Gortz re: Simon Bernstein's stockholdings. Inter-office conferences with George Karibjanian re: preparation of trusts and uvview.com corporate structure. Inter-office conference with Thompson re: gift of Simon Bernstein shares to trusts and trust elections.
09/23/99 J ZAMMAS	.25	Telephone Raymond Joao regarding patents.
09/24/99 G PINCUS	.50	Follow up re: letter of credit revisions and transmittal of executed sublease
09/24/99 D THOMPSON II	.25	Conference with Attorney Mara Lerner Robbins re stock issues.
09/24/99 C WHEELER	1.50	Revise letter of credit language; arrange transmittal
09/24/99 C WHEELER	1.00	Arrange revisions to insurance binder; conf with Ms. Chastain re same
09/24/99 C WHEELER	1.00	Call on utilities; follow up on space requirements; conf on patent questions
09/24/99 M ROBBINS	1.25	Inter-office conferences with Zammas re: Patricia Daniels stock certificate, mailing of new subscription agreements. Telephone conference with E. Bernstein re: Jude Rosario membership documents. Inter-office conference with Zammas re: mailing of Rosario membership documents. Preparation of organizational chart of iviewit entities. Finalization of memorandum to A. Gortz re: Simon Bernstein trust matters.
09/24/99 J ZAMMAS	.50	Update shareholder list; telephone Raymond Joao's secretary regarding patents; advise C. Wheeler.
09/27/99 C WHEELER	1.00	Review of key and lease matters; arrange follow up on consent to sublease
09/27/99 C WHEELER	.50	Follow up on conflict issue
09/27/99 C WHEELER	2.50	Conf with Mr. Utley and Mr. Bernstein; arrange for revision of employment contract; call to landlord representatives re keys

## PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 11

October 12, 1999

09/27/99 M ROBBINS .50 Inter-office conference with G. Karibjanian re: trusts and waiver of permitted transferee provision of S. Bernstein's subscription agreement. Finalization of Utley Employment Agreement. Inter-office conference with Chris Wheeler re: finalization of Utley Employment Agreement.

09/27/99 J ZAMMAS 2.50 Revise consents to indicate that Brian Utley is elected as Chief Operating Officer of the three entities; telephone calls from Mr. Joao's office regarding patents; complete work on patent binders for C. Wheeler; send stock certificate of uview.com, Inc. to Patricia Daniels; send iviewit.com LLC subscription letters to James Armstrong, Andrew Dietz, Lisa Friedstein and James Osterling.

09/28/99 C WHEELER 2.00 Meeting with Mr. Bernstein, Mr. Utley, et al re status of various projects

09/28/99 C WHEELER 1.00 Conf with Mr. Utley re employment contract; conf re proposed meeting with venture capital

09/28/99 C WHEELER 1.00 Conf with Chris Brandon; Call from Karen Chastain; follow up on consent

09/28/99 M ROBBINS 1.25 Meeting with Simon Bernstein re: transfer of shares to trusts. Send LLC Agreement to Simon Bernstein. Inter-office conferences with G. Karibjanian re: transfer of shares to trusts. Preparation of e-mail to G. Karibjanian re: transfer of shares to trusts.

09/28/99 J ZAMMAS 1.00 Send subscription documents to Jude Rosario again; add patent to patent binders.

09/29/99 C WHEELER 1.00 Follow up on Lease matters; conf with Mr. Utley re same; dictation of letter

09/29/99 C WHEELER 2.00 Conf with representative of DLC; conf re Huizenga meeting; conf as to meeting;

09/30/99 C WHEELER 3.00 Conference w/Brian Utley; conference with Mr. Bernstein; review of status re confidentiality agreement; conference as to transfer of patent information, business plans

# PROSKAUER ROSE LLP

CLIENT: IVIEWIT.COM LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 12

October 12, 1999

## SUMMARY OF HOURS

NAME	HOURS
ALBERT W. GORTZ	.25
CHRISTOPHER C. WHEELER	58.50
TOTAL FOR PARTNER	58.75
DONALD E. THOMPSON II	16.75
GEORGE A. PINCUS	10.75
KEVIN J. HEALY	1.50
TOTAL FOR SENIOR COUNSEL	29.00
GEORGE D. KARIBJANIAN	1.25
MARA LERNER ROBBINS	46.00
SPENCER J. ROMOFF	.25
STUART T. KAPP	.25
TOTAL FOR ASSOCIATE	47.75
JILL B. ZAMMAS	16.25
TOTAL FOR LEGAL ASSISTANT	16.25
TOTAL HOURS:	151.75

## DISBURSEMENTS AND CHARGES

DESCRIPTION:	AMOUNT
CORP. SERVICE	212.00
DELIVERY CHARGES	146.35
FAX	161.00
LONG DISTANCE TELEPHONE	4.63
MEALS	147.50
POSTAGE	4.95
REPRODUCTION	428.80
SECRETARIAL OVERTIME	70.00
WESTLAW	336.72
TOTAL DISBURSEMENTS AND CHARGES FOR THIS MATTER:	\$1,511.95

IVIEWIT LLC  
500 S.E. MIZNER BOULEVARD  
SUITE 102  
BOCA RATON, FL 33432-6080  
ATTENTION: MR. ELIOT I. BERNSTEIN

330767  
September 25, 1999

**PROSKAUER ROSE LLP**

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360

Employer Identification No. 13-1840454

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CLIENT NAME: IVIEWIT LLC  
MATTER NAME: GENERAL CORPORATE ADVICE  
FILE #: 40017.0001

FOR LEGAL SERVICES RENDERED INCLUDING DISBURSEMENTS AND  
CHARGES INCURRED FOR THE PERIOD ENDED AUGUST 31, 1999  
AS SET FORTH IN THE ATTACHED PRINTOUT

TOTAL FEES:	\$42,538.75
DISBURSEMENTS AND CHARGES:	\$1,667.33
	<hr/>
TOTAL DUE:	\$44,206.08

TOTAL OF CURRENT INVOICE:

\$44,206.08

# PROSKAUER ROSE LLP

CLIENT: IVIEWIT LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 2

September 25, 1999

DATE	NAME	HOURS	DESCRIPTION
08/02/99	S KAPP	.50	T/c regarding retainer letter from patent counsel, f/u regarding same
08/02/99	C WHEELER	3.50	Conf with Mr. Brandon; conf with Mr. Bernstein; conf with Elliot Bernstein; conf with Mr. Lewin; conf with Mr. Utley
08/02/99	C WHEELER	1.00	Confirm various meetings
08/02/99	M ROBBINS	3.00	Review correspondence from Zammas to Bernstein re: stock issuances, Friedstein note. Draft and preparation of correspondence to Lewin re: outstanding matters. Preparation of correspondence to Bernstein. Review revised shareholder/member lists of iviewit entities and preparation of revisions thereto. Inter-office conferences with Zammas re: stock issuances, note issuance and general status matters. Preparation of e-mail to Thompson re: transfer of Bernstein shares to Armstrong. Review file re: confidentiality and other executed agreements in connection with assignment to new entity. Review files re: organizational matters pertaining to iviewit entities.
08/02/99	J ZAMMAS	.50	Discuss returned documents with M. Robbins.
08/03/99	D THOMPSON II	.50	Conference with Attorney Mara Lerner Robbins re various pending projects.
08/03/99	C WHEELER	3.00	Meeting re employment contract for Mr. Utley
08/03/99	C WHEELER	1.00	Call to Mr. Kaiserman; conf with Mr. Kaiserman; conf as to assignments
08/03/99	M ROBBINS	5.00	Review file re: assignment of executed agreements. Telephone conferences with Bernstein. Meeting with Lewin re: issuance of additional shares to Armstrong and reduction of Bernstein's shares. Inter-office conferences with Zammas re: reissuance of Armstrong and Bernstein stock certificates and written consent. Inter-office conference with Thompson re: reissuance of Armstrong and Bernstein stock certificates. Revisions to uvview.com, Inc.

PROSKAUER ROSE LLP

CLIENT: IVIEWIT LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 3

September 25, 1999

stockholder list. Inter-office conference with Thompson re: assignment of confidentiality agreements. Inter-office conference with Thompson re: Armstrong subscription agreement and issuance of additional shares. Telephone conference with Lewin re: Armstrong additional share issuances. Draft and preparation of correspondence to Bernstein re: revised stock certificates. Inter-office conferences with Zammass re: received subscription agreements. Inter-office conference with Wheeler re: assignment of iviewit, Inc. agreements.

08/03/99	J ZAMMAS	1.25	Discuss transfer of Eliot Bernstein's shares to James Armstrong with M. Robbins; send certificates out for signature by Eliot Bernstein; update subscription letter agreement lists; cancel stock;
08/04/99	S KAPP	.25	T/c with Ray Joao
08/04/99	S KAPP	.25	Rvw of retainer letter
08/04/99	S KAPP	.25	Rvw modifications to retainer letter
08/04/99	D THOMPSON II	.50	Conference with Attorney Mara Lerner Robbins.
08/04/99	C WHEELER	2.00	Meeting with Mr. Bucshbaum and Mr. Powell; review of Real 3-D Agreement; set up session for Huizinga Holdings
08/04/99	C WHEELER	1.50	Followup on meetings and confidentiality agreements; review of correspondence
08/04/99	M ROBBINS	4.00	Inter-office conferences with Zammass re: Bernstein and Armstrong revised subscription agreements. Preparation of revised subscription agreements for initialing. Review correspondence to Bernstein. Review file re: executed confidentiality agreements. Preparation of exhibit to assignment agreement with respect to confidentiality agreements. Draft correspondence to Armstrong re: revised subscription agreement and issuance of additional shares. Preparation of revisions to Written Consent of Directors. Preparation of correspondence to Lewin. Revisions to uview.com shareholder list. Review New Media subscription agreement. Inter-office

PROSKAUER ROSE LLP

CLIENT: IVIEWIT LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 4

September 25, 1999

conference with Thompson re: corporate matters.  
Telephone conference to Healy. Inter-office  
conference with Zammas re: Iantoni and Daniels  
replacement checks and stock certificates.

08/04/99 J ZAMMAS 3.25 Issue revised stock certificates to Eliot Bernstein and James Armstrong; send to Eliot Bernstein for execution; telephone Eliot Bernstein regarding James Armstrong's schedule; preparation of written consent of the Board of Directors regarding stock issued in error; update records; send revised subscription agreement letter to James Armstrong and Eliot Bernstein..

08/05/99 S KAPP .25 F/u regarding retainer ltr

08/05/99 C WHEELER 2.50 Meeting with Mr. Utley, Mr. Bernstein, and Mr. Wilson

08/05/99 C WHEELER 1.00 Meeting with Mr. Utley

08/05/99 C WHEELER 1.00 Conf on employment contract

08/05/99 M ROBBINS 1.50 Telephone conferences to Healy re: assignment agreements. Inter-office conferences with Zammas re: stock issuances. Inter-office conference with Wheeler re: Utley employment agreement. Preparation of assignment agreement. Revisions to list of confidentiality agreements. Calculation of Utley shares. Inter-office conference with Thompson re: assignment agreements. Inter-office conference with Wheeler re: assignment agreements.

08/05/99 J ZAMMAS .75 Telephone Eliot Bernstein regarding stock certificates; send fax to Jerry Lewin regarding subscription agreements; review documents received from Eliot Bernstein.

08/06/99 C WHEELER 1.00 Conf with Mr. Kaiserman re brokerage agreement and venture capitalist

08/06/99 C WHEELER 1.00 Call to Mr. Brandon; conf with Mr. Bernstein and Mr. Utley

08/06/99 M ROBBINS .75 Inter-office conferences with Zammas re: stock issuances, Eliot and Simon additional stock issuances. Review file re: organizational documents.



PROSKAUER ROSE LLP

CLIENT: IVIEWIT LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 5

September 25, 1999

08/06/99 J ZAMMAS 5.00 Send stock certificates to uview.com, Inc. shareholders; discuss stock issuance with Rocky Thompson.

08/09/99 D THOMPSON II .75 Conference with Attorney Mara Lerner Robbins re voting issues and organizational matters.

08/09/99 C WHEELER .50 Conf as to meeting with Real 3D; conf as to employment contract

08/09/99 C WHEELER 1.50 Review of business plan

08/09/99 M ROBBINS 3.50 Review terms of Utley Employment Agreement. Calculation of Utley shares. Preparation of Utley Employment Agreement. Inter-office conference with Thompson re: re: non-voting stock voting rights upon merger. Review Delaware statutes re: non-voting stock voting rights upon merger. Review file re: license evaluation agreement. Inter-office conferences with Zammas re: receipt of subscription agreements and checks and issuance of shares and notes.

08/10/99 C WHEELER 3.00 Conf with Mr. Utley; Meeting with Mr. Utley, Mr. Lewin, Mr. Bernstein, Mr. Bernstein; conf with Mr. Buchsbaum; call to Mr. Henninger;

08/10/99 C WHEELER .50 Review of status of patent material; review of status of employment agreement

08/10/99 C WHEELER 2.00 Conf with Mr. Buchsbaum; conf with Mr. Utley re Buchsbaum and re distribution of memo

08/10/99 M ROBBINS 7.50 Legal research re: voting rights of nonvoting shares under Delaware law. Meeting with Lewin and Simon Bernstein. Inter-office conferences with Zammas re: Written Consent re: reissuance of shares. Draft and preparation of Brian Utley employment agreement. Review correspondence from Lewin. Inter-office conferences with Zammas re: issuance of shares, promissory notes. Inter-office conference with Thompson re: voting rights of nonvoting shares. Review promissory note list from Lewin. Review note subscription agreements. Telephone conference with Lewin. Review draft of Utley employment agreement.

PROSKAUER ROSE LLP

CLIENT: IVIEWIT LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 6

September 25, 1999

08/10/99 J ZAMMAS 3.00 Meeting with Eliot and Simon Bernstein; discuss stock issuance with M. Robbins; order additional Class B stock certificates; issue stock to Jill and Guy Iantoni; send certificates to Eliot Bernstein for signature; preparation of promissory notes.

08/11/99 D THOMPSON II .75 Conference with Attorney C. Wheeler re Business Plan; prepare disclaimers re same.

08/11/99 C WHEELER 2.00 Conf with Mr. Bernstein; conf with Mr. Utley; call to Mr. Epstein; brief conf with Mr. Epstein; conf with Mara Lerner re subscription agreements; call to Mr. Henninger re meeting and business plan;

08/11/99 C WHEELER .25 Conf with Mr. Utley re business plan and Real 3D

08/11/99 C WHEELER 1.00 Conf with Mr. Epstein re status of projects

08/11/99 C WHEELER 2.50 Review of business plan; conf with Mr. Utley; conf with Mr. Bernstein re changes

08/11/99 M ROBBINS 3.00 Research Delaware corporate statutes re: merger and voting rights. Review received note subscription agreements. Preparation of promissory notes for execution and mailing. Inter-office conferences with Zammas re: preparation of notes and documentary stamps. Preparation of correspondence to E. Bernstein. Inter-office conferences with Zammas re: issuance of promissory notes. Review files re: business plan legend. Revisions to correspondence to E. Bernstein. Inter-office conference with Thompson re: merger and voting rights. Inter-office conferences with Wheeler re: business plan review and intellectual property matters.

08/11/99 J ZAMMAS 1.50 Preparation of promissory notes and letter to Eliot Bernstein; enclose qualification documents in minute books for the three entities.

08/12/99 D THOMPSON II .75 Conference with Attorney Mara Lerner Robbins re Sub S matters; review Sub S undertaking.

08/12/99 C WHEELER .25 Organization of file matters

PROSKAUER ROSE LLP

CLIENT: IVIEWIT LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 7

September 25, 1999

08/12/99 C WHEELER 1.50 Conf with Mr. Utley, Mr. Bernstein; Conf with Mr. Lewin;

08/12/99 M ROBBINS 2.25 Draft and preparation of Acknowledgment Agreement re: subchapter S election. Preparation of correspondence to shareholders of uview.com. Telephone conference with C. Bernstein. Inter-office conferences with Thompson re: Acknowledgment Agreement. Inter-office conferences with Zammas re: acknowledgment agreement. Telephone conferences with Lewin.

08/12/99 J ZAMMAS .75 Send promissory notes to Eliot Bernstein for execution and return; order documentary stamps for the notes; send fax to Jerry Lewin; preparation of Acknowledgment Agreement and draft of letter to shareholders.

08/13/99 C WHEELER 2.00 Arrange transmittal of various business plans; preparation of correspondence re same; message from Mr. Henninger

08/13/99 C WHEELER .50 Review of status as to Agreement with Real 3D

08/13/99 J ZAMMAS 4.00 Preparation of letters from Eliot Bernstein to the uview.com, Inc. shareholders attaching Acknowledgment Agreement; send to Mr. Bernstein via courier for execution and return for mailing to shareholders; review documentary stamps received; discuss election of Brian Utley with R. Thompson and C. Wheeler; revise letters to shareholders for Eliot Bernstein's signature.

08/14/99 C WHEELER 1.00 Conf with Mr. Utley re pricing

08/16/99 D THOMPSON II 1.00 Review and revise employment agreement for Brian Utley.

08/16/99 C WHEELER .50 Conf with Mr. Bernstein

08/16/99 C WHEELER .25 Call to Mr. Utley

08/16/99 C WHEELER .50 Conf with Mr. Utley re financing

08/16/99 M ROBBINS 1.00 Inter-office conferences with Zammas re: Acknowledgment Agreements, promissory notes, resignation of Bernstein as president and appointment of Utley. Telephone conferences to Lewin.

## PROSKAUER ROSE LLP

CLIENT: IVIEWIT LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 8

September 25, 1999

08/16/99 J ZAMMAS 1.50 Send Acknowledgment Agreements to uview.com, Inc. shareholders; preparation of letters to Jill and Guy Iantoni enclosing their uview.com, Inc. stock certificates.

08/17/99 C WHEELER 3.00 Meeting on various corporate matters;

08/17/99 C WHEELER 1.00 Conf with Mr. Henninger; conf with Mr. Utley; conf with Mr. Kaiserman

08/17/99 C WHEELER 1.00 Review of Mr. Utley employment agreement

08/17/99 M ROBBINS 1.75 Revisions to Utley Employment Agreement per Thompson's comments. Inter-office conferences with Zammas re: issuance of promissory notes, Bernstein resignation, written consents. Review list of noteholders. Review correspondence to Lewin. Telephone conferences to Lewin.

08/17/99 J ZAMMAS 4.25 Send uview.com, Inc. stock certificates to Jill and Guy Iantoni; preparation of letters to send promissory notes to noteholders; send fax to Jerry Lewin regarding checks received; preparation of Written Consent electing Brian Utley President of uview.com, Inc.; preparation of resignation form for Eliot Bernstein.

08/18/99 D THOMPSON II 1.00 Conference with Attorney Mara Lerner Robbins re stock issuances and Employment Agreement with Brian Utley.

08/18/99 C WHEELER 1.00 Conf with Mr. Utley; conf with Mr. Bernstein; arrange for confidentiality agreement; call to Mr. Henninger; conf with Mr. Henninger

08/18/99 K HEALY .25 Review Section 8(d) of Executive Employment Agmt.; advise M. Robbins

08/18/99 M ROBBINS 2.00 Review Wheeler's comments to Utley Employment Agreement. Revisions to Written Consents re: Bernstein resignations and appointment of Utley. Meeting with Thompson re: issuance of Class B shares to Eliot and Simon Bernstein, Utley employment agreement, issuance of Utley shares and additional shares of iviewit LLC to uview.com, revisions to subscription agreements. Telephone conference with Lewin re: verification of promissory note issuances. Calculation of issued uview and iviewit securities.

PROSKAUER ROSE LLP

CLIENT: IVIEWIT LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 9

September 25, 1999

08/18/99 J ZAMMAS 4.75 Discuss promissory notes with M. Robbins; telephone Jerry Lewin about promissory notes; work on consents for uview.com, Inc., iviewit LLC and iviewit.com LLC electing Brian Utley as President of each entity; send duplicate subscription letter agreement to Donna Dietz; send promissory notes to noteholders who have sent in their checks; office discussion with M. Robbins re issuance of uview.com, Inc. shares; revise subscription letter agreements for Eliot and Simon Bernstein; revise LLC agreement regarding number of units issued; preparation of subscription letter agreements for Simon and Eliot Bernstein in connection with the issuance of Class B Common Stock.

08/19/99 C WHEELER 1.50 Conf with Mr. Henninger; conf with Mr. Utley; conf with Mr. Bernstein

08/19/99 C WHEELER 1.00 Review of employment contract changes; call to Mr. Lewin; arrange transmittal of contract

08/19/99 C WHEELER .25 Transmittal of reports to Gruntal

08/19/99 M ROBBINS 3.00 Inter-office conference with Wheeler re: Utley employment agreement. Meeting with Utley re: employment agreement. Revisions to Utley employment agreement. Inter-office conference with Zammas re: reconciliation of outstanding uview shares and iviewit units and general corporate matters. Preparation of correspondence to E. Bernstein, S. Bernstein and B. Utley re: draft employment agreement.

08/19/99 J ZAMMAS 1.00 Discuss subscription agreements and stock issuance with M. Robbins; discuss franchise taxes with R. Thompson; telephone Delaware filing service regarding franchise taxes.

08/20/99 D THOMPSON II .50 Analysis of franchise tax matters.

08/20/99 M ROBBINS 2.00 Inter-office conferences with Zammas re: issuance of promissory notes, issuance of shares to Utley, issuance of membership units to uview. Revisions to written consent re: resignations and appointments. Draft and preparation of written consent re: issuance of additional membership units to uview. Revisions to resignation letter of E. Bernstein. Inter-office conferences with Zammas re: Delaware franchise tax matters. Review

PROSKAUER ROSE LLP

CLIENT: IVIEWIT LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 10

September 25, 1999

franchise tax schedule.

08/20/99 J ZAMMAS 3.25 Preparation of memorandum to R. Thompson regarding Delaware franchise tax for uview.com, Inc.; discuss with R. Thompson; send promissory notes for Simon Bernstein and Gerald Lewin to Eliot Bernstein for signature.

08/23/99 D THOMPSON II .25 Conference with Attorney Mara Lerner Robbins re reverse stock split.

08/23/99 C WHEELER 2.00 Conf with Mr. Utley, and Messrs. Bernstein

08/23/99 C WHEELER 3.50 Conf with Mr. Bernstein; conf with Mr. Utley; meeting at Huizingas

08/23/99 M ROBBINS 1.75 Inter-office conference with Thompson re: reverse stock split. Review memorandum re: reverse stock split. Review S. Bernstein promissory note. Revisions to correspondence to Bernstein re:promissory note. Inter-office conferences with Zammas re: reverse stock split, issuances of promissory notes. Preparation of written consent of iviewit.com managers re: issuance of additional shares.

08/23/99 J ZAMMAS .75 Revise Simon Bernstein's promissory note; send notes to Gerald Lewin and Simon Bernstein.

08/24/99 C WHEELER 1.00 Conf with Mr. Utley; arrange for agreement from MGM

08/24/99 M ROBBINS 3.00 Inter-office conferences with Zammas re: issuance of Class B shares to Eliot and Simon Bernstein. Inter-office conferences with Wheeler, Gortz re: iviewit LLC Limited Liability Company Agreement. Draft and preparation of Articles of Amendment to Certificate of Incorporation. Review Delaware statutes re: stock splits. Revisions to written consent re: Utley issuance. Inter-office conference with Thompson re: reverse stock split.

# PROSKAUER ROSE LLP

CLIENT: IVIEWIT LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 11

September 25, 1999

08/24/99 J ZAMMAS 1.50 Issue shares of Class B stock to Eliot Bernstein and Simon Bernstein; telephone Delaware filing service regarding form of amendment for reverse stock split; obtain copies of Proskauer Rose's signed subscription agreement and iviewit LLC's LLC Agreement for M. Robbins; discuss stock issuance with R. Thompson.

08/25/99 C WHEELER 1.00 Review of non-disclosure agreements

08/25/99 C WHEELER 1.00 Review agreement from Digital Entertainment Network

08/25/99 J ZAMMAS .75 Discuss stock certificates with M. Robbins; telephone CT regarding amendment for reverse stock split.

08/26/99 C WHEELER .50 Organize patents; conf with Mr. Utley; call on confidentiality agreement

08/26/99 M ROBBINS 3.50 Revisions to E. Bernstein and S. Bernstein subscription agreements. Draft and preparation of correspondence to E. Bernstein re: Class B share issuances. Inter-office conference with Zamas re: same. Telephone conferences with Candace Bernstein and James Armstrong. Review correspondence from Kane re: Acknowledgment Agreement. Review uvview stockholder list. Inter-office conferences with Zamas re: uvview stockholder list modifications and share reconciliations. Draft and preparation of correspondence to Lewin re: Armstrong payments. Review correspondence from Armstrong re: subscription agreement and acknowledgment agreement. Telephone conferences with E. Bernstein. Telephone conference with S. Bernstein re: reverse stock split

08/26/99 J ZAMMAS 2.25 Issue stock certificates; discuss subscription letter agreements with M. Robbins; send letters to Eliot Bernstein for execution and return; update shareholder list.

08/27/99 C WHEELER .50 Conf with Mr. Utley; check of site; arrange for transmittal of patent

08/27/99 C WHEELER 1.00 Conf with Mr. Utley and Mr. Bernstein re funding and re technology test; schedule meeting

## PROSKAUER ROSE LLP

CLIENT: IVIEWIT LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 12

September 25, 1999

08/27/99	C WHEELER	1.00	Conf with Mr. Utley; review of information re Calif meetings; conf as to meeting with Huizinga group
08/27/99	C WHEELER	.50	Review of Saybrook correspondence; review of Disney status
08/27/99	M ROBBINS	.50	Preparation of Certificate of Amendment re: reverse stock split.
08/28/99	C WHEELER	1.50	Conf with Elliot Bernstein; conf with Simon Bernstein; conf with Mr. Utley
08/30/99	C WHEELER	1.00	Meeting with Mr. Utley; conf with Mr. Brandon; conf with Mr. Gortz
08/30/99	C WHEELER	.75	Conf with Mr. Schmoke re venture capital and value
08/30/99	C WHEELER	2.00	Review of venture capital materials
08/30/99	M ROBBINS	1.75	Preparation of memo to Utley and Bernstein re: reverse stock split. Review Delaware Statutes re: franchise tax liability. Telephone conference with E. Bernstein re: Utley employment agreement.
08/30/99	J ZAMMAS	.25	Return Promissory Note to Lisa Friedstein.
08/31/99	S KAPP	.50	Conf. with RET regarding potential loan transaction and related issues
08/31/99	D THOMPSON II	.50	Conference with Attorney C. Wheeler re potential loan and investment.
08/31/99	C WHEELER	1.00	Prep for meeting with Huizinga group
08/31/99	C WHEELER	4.00	Conf with Huizinga group re capital infusion and technology
08/31/99	C WHEELER	.25	Conf with Mara Lerner re copyright follow up
08/31/99	C WHEELER	1.00	Conf with Mr. Utley re presentation for Friday and preparation for same
08/31/99	C WHEELER	.50	Conf with Mr. Thompson re changes to loan agreement; review of material re reverse stock split



PROSKAUER ROSE LLP

CLIENT: IVIEWIT LLC  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 13

September 25, 1999

08/31/99 M ROBBINS 1.25 Inter-office conference with Wheeler re:  
copyright and trademark binders. Draft and  
preparation of memo to Kevin Healy re:  
compilation of copyright and trademark  
documents and registration of new trademarks.

SUMMARY OF HOURS

NAME	HOURS
CHRISTOPHER C. WHEELER	71.00
TOTAL FOR PARTNER	71.00
DONALD E. THOMPSON II	6.50
KEVIN J. HEALY	.25
TOTAL FOR SENIOR COUNSEL	6.75
MARA LERNER ROBBINS	52.00
STUART T. KAPP	2.00
TOTAL FOR ASSOCIATE	54.00
JILL B. ZAMMAS	40.25
TOTAL FOR LEGAL ASSISTANT	40.25
TOTAL HOURS:	172.00

DISBURSEMENTS AND CHARGES

DESCRIPTION:	AMOUNT
CORP. SERVICE	69.13
DELIVERY CHARGES	404.45
DOCUMENT STAMP	406.05
FAX	171.00
LONG DISTANCE TELEPHONE	3.25
REPRODUCTION	234.40
WESTLAW	379.05
TOTAL DISBURSEMENTS AND CHARGES FOR THIS MATTER:	\$1,667.33

IVIEWIT LLC  
500 S.E. MIZNER BOULEVARD, SUITE 102  
BOCA RATON, FL 33432-6080  
ATTENTION: MR. ELIOT I. BERNSTEIN

329870  
September 16, 1999

**PROSKAUER ROSE LLP**

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360

Employer Identification No. 13-1840454

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FOR PROFESSIONAL SERVICES RENDERED during August 1999 in connection with confidentiality agreement and IP matters and related matters	\$162.00
DISBURSEMENTS AND OFFICE CHARGES including reproduction	<u>4.60</u>
TOTAL	\$166.60

OUTSTANDING INVOICES

<u>DATE</u>	<u>INVOICE</u>	<u>AMOUNT</u>	<u>PAYMENTS</u>	<u>REMAINING BALANCE</u>
6/30/99	826370	\$11,250.00	\$0.00	\$11,250.00
6/30/99	826371	\$2,700.00	\$0.00	\$2,700.00
6/30/99	826372	\$2,644.90	\$0.00	\$2,644.90
8/26/99	327694	\$436.75	\$0.00	<u>\$436.75</u>
TOTAL OF PRIOR OUTSTANDING INVOICES				\$17,031.65
TOTAL OF CURRENT INVOICE				<u>\$166.60</u>
TOTAL AMOUNT DUE				<u>\$17,198.25</u>

AWG/KH/eao  
40017/002

IVIEWIT CORPORATION  
500 S.E. MIZNER BOULEVARD, SUITE 102  
BOCA RATON, FL 33432-6080  
ATTENTION: MR. ELIOT I. BERNSTEIN

327694  
August 26, 1999

**PROSKAUER ROSE LLP**

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360

Employer Identification No. 13-1840454

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FOR PROFESSIONAL SERVICES RENDERED during June 1999 in connection with preparation of Release Agreement for photographers (work for hire) and Release Agreement for employees (work for hire) and revisions thereto	\$398.00
DISBURSEMENTS AND OFFICE CHARGES including reproduction, fax, long distance telephone and delivery charges	<u>38.75</u>
TOTAL	<u>\$436.75</u>

AWG/KH/eao  
40017/002

IVIEWIT CORPORATION  
500 S.E. MIZNER BOULEVARD  
SUITE 102  
BOCA RATON, FL 33432-6080  
ATTENTION: MR. ELIOT I. BERNSTEIN

327337  
August 24, 1999

**PROSKAUER ROSE LLP**

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360

Employer Identification No. 13-1840454

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CLIENT NAME: IVIEWIT CORPORATION  
MATTER NAME: GENERAL CORPORATE ADVICE  
FILE #: 40017.0001

FOR LEGAL SERVICES RENDERED INCLUDING DISBURSEMENTS AND  
CHARGES INCURRED FOR THE PERIOD ENDED JULY 31, 1999  
AS SET FORTH IN THE ATTACHED PRINTOUT

TOTAL FEES:	\$92,630.00
DISBURSEMENTS AND CHARGES:	\$6,248.10
	<hr/>
TOTAL DUE:	\$98,878.10

TOTAL OF CURRENT INVOICE:

\$98,878.10

PROSKAUER ROSE LLP

CLIENT: IVIEWIT CORPORATION  
 MATTER: GENERAL CORPORATE ADVICE  
 PAGE: 2

August 24, 1999

DATE	NAME	HOURS	DESCRIPTION
12/09/98	C WHEELER	2.00	Meeting as to corporate setup and new product
06/01/99	I AKSELRAD	.50	Tel w/CW & JL re tax structure
06/01/99	A GORTZ	.25	Cf CCW
06/01/99	D THOMPSON II	.25	Conference with Attorney Mara Lerner Robbins re employment agreement issues.
06/01/99	C WHEELER	4.00	Conf with Mr. Rubenstein; conf with Mr. Lewin; conf with Mr. Healy; conf with Mr. Joao; conf with Mr. Akselrod re patents, tax ramifications, copyright work;
06/01/99	K HEALY	1.50	Conference call w/E. Bernstein, R. Joao, K. Rubenstein, C. Wheeler, and others re iviewit I.P. issues; review cd.rom
06/01/99	M ROBBINS	.50	Inter-office conferences with Zamas re: received Subscription Letter Agreements (Notes) and Letter Agreements (Common Stock). Inter-office conference with Wheeler re: retention of Letter Agreements (Notes). Intra-office conferences with Thompson re: employment agreements.
06/01/99	J ZAMMAS	1.00	Preparation of letter to Eliot Bernstein regarding Subscription Letter Agreements; issue shares of iviewit.com, Inc. to iviewit, Inc.;
06/02/99	R ROWE	.25	Rev. finders issue
06/02/99	D THOMPSON II	.75	Correspondence re Finder's Fees Agreement with Attorney Gayle Coleman; Telephone conference re employment agreement issues.
06/02/99	C WHEELER	1.50	Lengthy conference with Mr. Bernstein and Mr. Lewin
06/02/99	K HEALY	.25	FIXED FEE: Review Confidentiality Agmt.
06/02/99	G COLEMAN	2.00	Draft and preparation of employment agreement. Telephone conference with E. Bernstein re McKenzie agreement.

## PROSKAUER ROSE LLP

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 3

August 24, 1999

06/02/99	J ZAMMAS	.25	Discuss stock issuance and SS-4 with M. Robbins; telephone Eliot Bernstein regarding return of organizational minutes for iviewit.com, Inc.
06/03/99	I AKSELRAD	.50	Conf call w/Matt Rosen and Jerry Lewin
06/03/99	C WHEELER	2.00	Call to Mr. Joao; call to Mr. Healy; conf with Mr. Bernstein; review of numerous correspondence; conf with Mr. Lewin
06/03/99	K HEALY	.25	Discuss photographer releases w/J. Silver
06/03/99	G COLEMAN	.50	Telephone conference with E. Bernstein re: outstanding issues for employment agreement. Revise employment agreement.
06/04/99	C WHEELER	2.00	Prep of revised confidentiality agreement; call to Ms. Bibona; conf with Mr. Joao;
06/04/99	C WHEELER	1.50	Conf with Mr. Bernstein re confidentiality agreements and re Real 3-D; message from Ms. Bibano; Message from Mr. Brandon
06/04/99	J ZAMMAS	.25	Fax organizational minutes of iviewit.com, Inc. to Eliot Bernstein.
06/07/99	D THOMPSON II	.25	Conference with Attorney C. Wheeler re confidentiality issues.
06/07/99	C WHEELER	1.00	Preparation of agreements
06/07/99	C WHEELER	2.50	Meeting with Mr. Lewin and Mr. Bernstein
06/07/99	M ROBBINS	.75	Telephone conferences with Dietz. Inter-office conference with Zammas re: subscription letter agreements. Telephone conference with Bernstein.
06/07/99	J ZAMMAS	.50	File checks in payment of stock; prepare additional subscription letter for Simon Bernstein.
06/08/99	I AKSELRAD	.50	Conf call w/RT and CW
06/08/99	D THOMPSON II	.75	Conference with Attorney C. Wheeler re proposed new structure for iviewit; analysis of same.
06/08/99	D THOMPSON II	1.00	Analysis of LLC structure; Telephone conferences with tax department re same and alternatives.

# PROSKAUER ROSE LLP

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 4

August 24, 1999

06/08/99	C WHEELER	.25	Prep of notary acknowledgment for Mr. Lewin
06/08/99	C WHEELER	1.00	Conf with Mr. Thompson re corporate structure
06/08/99	C WHEELER	5.00	Conference w/I.Akselrad; conference w/R.Thompson; conference w/C.Branden; preparation of confidentiality agreements and transmittal; conference w/Mr.Bernstein; conference w/M.Buchsbaum
06/08/99	S ROMOFF	1.75	Telephone conference w/ DT; Meet w/ IA; Drafting LLC Agreement.
06/08/99	M ROBBINS	.50	Review subscription packages from shareholders. Inter-office conferences with Zammas re: updating shareholder subscription list.
06/08/99	J ZAMMAS	.50	Copy documents for C. Wheeler; return call to Andrew Dietz regarding signing of document; fax organizational minutes to Simon Bernstein pursuant to Eliot Bernstein's request..
06/09/99	H COATES JR.	.25	Conference with Rocky Thompson regarding securities issues concerning involvement in LLC structure
06/09/99	D THOMPSON II	2.75	Telephone conference with Jerry Lewin re structural changes; Conference with Attorney Mara Lerner Robbins; conference with Attorney C. Wheeler re pending matters; prepare LLC.
06/09/99	C WHEELER	1.00	Conference w/Mr.Rosman re revision; arrange revision
06/09/99	C WHEELER	.25	Set up conference call w/Rosalie Bibona
06/09/99	C WHEELER	.50	Conference w/R.Bibona
06/09/99	C WHEELER	.50	Conference w/R.Thompson re new corp. setup
06/09/99	S ROMOFF	7.50	Drafting LLC Agreement.
06/09/99	M ROBBINS	1.00	Inter-office conferences with Zammas re: log of received subscription agreements. Telephone conferences with Dietz. Telephone conferences with Bernstein. Telephone conference to Lewin.
06/09/99	J ZAMMAS	.75	Keep record of checks and subscription agreements; prepare and fax list of people who have sent in checks for shares to Jerry Lewin.

# PROSKAUER ROSE LLP

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 5

August 24, 1999

06/10/99	I AKSELRAD	.50	Conf call re structure
06/10/99	C WHEELER	5.00	Conf with Mr. Bernstein; conf with Mr. Lewin; set up meeting with Huizinga group; Conf with Mr. Bernstein; conf with tax counsel; conf with Mr. Epstein
06/10/99	C WHEELER	1.00	Conference w/Mr. Bernstein
06/10/99	C WHEELER	1.50	Follow up on numerous iviewit corp. matters
06/10/99	C WHEELER	1.00	Conference w/Simon Bernstein re meeting w/Huizenga
06/10/99	S ROMOFF	1.25	Telephone conference w/ CW; Meet w/ IA; Revise LLC Agreement.
06/10/99	M ROBBINS	.50	Telephone conference with E. Bernstein re: new members of LLC. Inter-office conference with Wheeler re: note subscription agreements.
06/10/99	J ZAMMAS	.50	Update list of returned shareholder subscription agreements and fax to Jerry Lewin.
06/11/99	D THOMPSON II	1.50	Review LLC Agreement draft; Telephone conference with Attorney Stuart Rosow re same.
06/11/99	C WHEELER	4.50	Meeting w/Mr. Huizenga et al
06/11/99	C WHEELER	.25	Call to R. Joao
06/11/99	S ROMOFF	3.00	Conference w/ DT; Revising agreement.
06/11/99	S KAUPAS	.75	Prepare Certificates of Formation of iviewit LLC and iviewit.com LLC and process filing with CSC for Spencer Romoff
06/11/99	M ROBBINS	.50	Telephone conferences with Lewin, Bernstein re: new shareholders and received subscription agreements.
06/12/99	C WHEELER	6.00	Meeting w/investment people
06/12/99	C WHEELER	.25	Conference w/E. Bernstein
06/13/99	D THOMPSON II	.50	Telephone conference with Attorney C. Wheeler re LLC structure; review and revise LLC Agreement.
06/13/99	S ROMOFF	3.00	Revising LLC Agreement.



## PROSKAUER ROSE LLP

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 6

August 24, 1999

06/14/99 A GORTZ .50 Cfs CCW, Lewin call

06/14/99 D THOMPSON II 1.50 Review and revise LLC Agreement; Telephone conference with Spencer Romoff re same.

06/14/99 C WHEELER 2.50 Two conferences w/R.Bibona

06/14/99 C WHEELER .50 Conference w/Mr.Kane

06/14/99 C WHEELER .25 Conference w/Mr. Lewin re tax structure

06/14/99 C WHEELER .50 Conference w/Mr. Lewin re investors

06/14/99 C WHEELER .25 Immigration matter

06/14/99 S ROMOFF .25 Conference w/ DT re: comments on LLC Agreement.

06/14/99 M ROBBINS .50 Telephone conferences with Bernstein. Review file re: list of iviewit shareholders.

06/14/99 J ZAMMAS .25 Update records of subscription agreement letters executed and make a complete copy for Bettie Stanger's letter.

06/15/99 I AKSELRAD .50 Review agmts, conf S. Romoff

06/15/99 D THOMPSON II 1.25 Conference with Attorney C. Wheeler re structural matters; Follow-up re same.

06/15/99 S WIENER .25 Follow up research for Mara Robbins re:private offering exemption in IL

06/15/99 C WHEELER .25 Conf with Mr. Lewin; conf with Mr. Thompson re tax structure

06/15/99 C WHEELER .50 2 Conf with Mr. Kane; call to Ms. Bibona

06/15/99 C WHEELER .75 Conf with Mr. Kane and Ms. Bibona; conf with Mr. Bernstein

06/15/99 S ROMOFF 3.25 Conference w/ DT; Conference w/ IA; Revise LLC Agreement.

06/15/99 M ROBBINS 1.75 Inter-office conference with Zammas re: note subscription agreements. Telephone conferences with Bernstein re: note subscription agreements and additional investors. Telephone conference to Weiner re: blue sky matters. Preparation of

# PROSKAUER ROSE LLP

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 7

August 24, 1999

e-mail to Thompson re: additional investors and new corporate structure. Telephone conference with Lewin and Bernstein re: promissory notes. Inter-office conference with Zammass re: e-mailing promissory notes. Review and revise list of note subscribers. Inter-office conference with Zammass re: revision to list of note subscribers.

06/15/99	J ZAMMAS	1.25	Preparation of Note and Subscription Letter Agreement for Lisa Sue Friedstein; send via overnight mail; e-mail Notes to Noteholders
06/16/99	D THOMPSON II	2.75	Finalize LLC Agreement; Telephone conference with Spencer Romoff, Jerry Lewin and Mara Lerner; Follow-up re implementation of same.
06/16/99	C WHEELER	4.00	Meeting with Mr. Joac and Messrs. Bernstein re patent and other matters
06/16/99	S ROMOFF	2.25	Telephone conference w/ DT and G. Lewin; Revise LLC Agreement and send draft G. Lewin; Research basis in patent.
06/16/99	M ROBBINS	2.00	Inter-office conferences with Thompson re: new iviewit structure, formation of new iviewit company, LLC Agreements and subscription agreements. Telephone conferences with Bernstein re: employment agreement. Telephone conference with Thompson, Lewin, Romoff re: new iviewit structure. Inter-office conferences with Zammass re: preparation of Certificate of Incorporation. Review Articles of Amendment to Articles of Incorporation of iviewit, Inc. Preparation of e-mail to Armstrong re: promissory note.
06/16/99	J ZAMMAS	1.00	E-mail documents to Noteholders; update Noteholder list; obtain Delaware forms for new incorporation.
06/17/99	C WHEELER	.50	Call to Mr. Kohner of Arthur Anderson; call to Ken Rubenstein
06/17/99	C WHEELER	.50	Follow up on Rossman and O'Donnell disclosures
06/17/99	C WHEELER	2.50	Meeting with Mr. Selman, Mr. Bernstein, Mr. Lewin
06/17/99	S ROMOFF	.25	Conference w/ M. Robbins; Send model Single Member LLC to M. Robbins.

# PROSKAUER ROSE LLP

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 8

August 24, 1999

06/17/99 M ROBBINS 3.50 Draft and preparation of subscription agreement re: issuance of membership units of iviewit LLC. Draft and preparation of iviewit.com LLC Limited Liability Company Agreement. Preparation of list of iviewit LLC members. Preparation of list of stockholders of uview.com, Inc. Inter-office conferences with Thompson re: iviewit corporate structure. Draft and preparation of uview.com subscription agreement. Inter-office conferences with Zammass re: organizational matters for uviewit.com, Inc. and iviewit.com LLC. Telephone conferences with Romoff re: iviewit LLC Limited Liability Company Agreement.

06/17/99 J ZAMMAS 4.00 Preparation of Certificate of Incorporation for uview.com, Inc.; preparation of organizational documents and 2553 for new corporation.

06/18/99 D THOMPSON II 1.25 Conference with Attorney Mara Lerner Robbins re structural issues; Telephone conference with Jerry Lewin and Attorney Spencer Romoff re same.

06/18/99 C WHEELER 1.00 Conf with Mr. Bernstein re patents, response of Hassan Miah, Rosalie Bibona and re patent material; conf as to immigration materials;

06/18/99 C WHEELER 3.50 Review of patents with Mr. Joao; conf with Mr. Lewin re status; conf with Mr. Bernstein; Check of status of new corporate documents

06/18/99 S ROMOFF .75 Telephone conference w/ DT, MR and G. Lewin; Conference w/ S. Kaupas re: LLC filings; Correspondence w/ MR; Telephone call to A. Epstein; E-mail agreement to A. Epstein.

06/18/99 S KAUPAS .25 Follow up on organization of LLCs for Spencer Romoff

06/18/99 M ROBBINS 6.00 Preparation of iviewit LLC subscription agreement. Preparation of uview.com, Inc. subscription agreement. Revisions to Certificate of Incorporation of uview.com, Inc. Revisions to iviewit.com LLC Agreement. Telephone conferences with Romoff re: uviewit.com, Inc. structure. Telephone conferences with Lewin. Inter-office conferences with Thompson. Revisions to uview.com, Inc. shareholder list. Review

PROSKAUER ROSE LLP

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 9

August 24, 1999

uview.com, Inc. bylaws. Revisions to Organizational Minutes of uview.com, Inc. Revisions to Organizational Minutes of iviewit.com LLC. Preparation of iviewit LLC Organizational Minutes.

06/18/99 J ZAMMAS 5.00 Work on incorporation documents for uview.com, Inc.; check name availability for LLC's; send fax to Eliot Bernstein regarding Subscription Letter Agreement received; preparation of organizational documents for uview.com, Inc., iviewit LLC and iviewit.com LLC.; preparation of foreign qualification documents for iviewit LLC and iviewit.com LLC; order good-standing certificates for the LLC's.

06/21/99 D DE PARIS JR .50 Assist S. Romoff re: evidence of filings of certs. of formations for iviewit LLC and iviewit.com LLC

06/21/99 C WHEELER 1.00 Review status of various negotiations

06/21/99 C WHEELER 2.50 Numerous conferences w/G.Stanley; numerous conferences w/Simon Bernstein

06/21/99 S ROMOFF .25 Correspondence w/ J. Zammas re: certificates of formation; Telephone conference w/ G. Lewin's assistant re: LLC Agreement.

06/21/99 M ROBBINS 5.00 Revisions to Organizational Minutes for iviewit LLC, iviewit.com LLC and uview.com, Inc. Inter-office conferences with Zammas re: organizational matters, foreign qualifications. Telephone conferences with Lewin re: uview.com, Inc. and iviewit organizational matters. Preparation of Rosario employment agreement. Revisions to stockholder list of uview.com, Inc. Revisions to member list of iviewit LLC. Revisions to bylaws of Uview.com, Inc. Research re: foreign qualifications. Review foreign qualification applications for iviewit.com LLC and iviewit LLC.

06/21/99 J ZAMMAS 1.50 Work on qualification documents for iviewit LLC and iviewit.com LLC; send fax to Spencer Romoff regarding obtaining copies of the LLC Certificates of Formation; telephone Cecil Rodriguez to obtain filing fee check to file Delaware amendment; fax copies of filed certificates of formation to Jerry Lewin.

## PROSKAUER ROSE LLP

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 10

August 24, 1999

06/22/99 D THOMPSON II 1.25 Review organizational documents and subscription documents for iviewit, LLC, iviewit.com.LLC and Uviewit, Inc.

06/22/99 C WHEELER 3.00 Dictation of notice provision; conf with Mr. Stanley re possible ventures; conf with Rosalie Bibano re participants; conf with Jerry Lewin;

06/22/99 M ROBBINS 4.25 Revisions to iviewit LLC and uview.com, Inc. written consents. Telephone conferences with Romoff re: LLC Agreement. Telephone conferences with Lewin re: organizational documents and name availability. Inter-office conferences with Zammas re: realview name availability. Review FL and DE name search results. Trademark research on Westlaw re: realview name availability. Review trademark search results. Telephone conference with Lewin re: trademark search results. Inter-office conference with Thompson re: iviewit general corporate matters. Inter-office conference with Zammas re: received subscription agreements. Review file re: received subscription agreements. Inter-office conferences with Coleman re: federal trademark search results.

06/22/99 J ZAMMAS 1.00 Set up binders for iviewit LLC and ivicwit.com LLC; check name availability of realview for M. Robbins; telephone Jerry Lewin with search results.

06/23/99 S KAPP .50 Conf. with CCW regarding various matters pertaining to structure, patents, confidentiality agreements

06/23/99 D THOMPSON II 1.50 Follow-up on LLC organizational matters; Telephone conference with Attorney Spencer Romoff re LLC Agreement; Conference with Attorney Mara Lerner Robbins re same.

06/23/99 C WHEELER .75 Conference w/S.Kapp re immigration; conference as to fee letter for patent counsel; arrange for

06/23/99 S ROMOFF .25 Review A. Epstein comments; Conference w/ DT.

06/23/99 S ROMOFF 2.50 Review A. Epstein comments; Telephone conference w/ DT; Revise Agreement.

06/23/99 C BERKOWITZ .75 Re marginal tax rates for individuals

# PROSKAUER ROSE LLP

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 11

August 24, 1999

06/23/99 M ROBBINS 4.00 Review comments from Thompson re: LLC documents and subscription agreements. Revisions to Certificate of Incorporation, Organizational Minutes of iviewit LLC, iviewit.com LLC and uview.com, Inc. Draft and preparation of memorandum to Romoff re: review of LLC documents. Revisions to bylaws of uview.com, Inc., Foreign Qualification Applications of iviewit LLC and iviewit.com LLC. Inter-office conferences with Zammass re: foreign qualifications of iviewit LLC, iviewit.com LLC and uview.com, Inc. Telephone conferences with Lewin re: name change to realview. Telephone conference with Lewin re: capital contributions of iviewit LLC. Telephone conference with Lewin re: stockholder list. Revisions to stockholder lists. Inter-office conferences with Thompson re: iviewit general matters. Review file re: old subscription agreements.

06/23/99 J ZAMMAS .75 Work on foreign qualification documents.

06/24/99 S KAPP 1.00 T/c with Jude Rosario, t/c to Zack S. and t/c to Ron S. PR LLP

06/24/99 S KAPP .50 T/c with Ray Jooa regarding retainer agreement, rvw agreement

06/24/99 S KAPP .50 Rvw comments on Confidentiality Agreement, conf. with RET regarding same

06/24/99 S KAPP .25 F/u regarding assignment of patent issue

06/24/99 R STORETTE .25 Review F-1 employment authorization; conf SK

06/24/99 D THOMPSON II 1.25 Conference call with Attorney Spencer Romoff and Jerry Lewin re LLC matters; Telephone conference with Attorney Mara Lerner Robbins and Jerry Lewin; Follow-up.

06/24/99 D THOMPSON II .25 Conference with Attorney Stuart Kapp re Confidentiality Agreement.

06/24/99 C WHEELER 1.00 Check status; arrange for agreement revisions for D. Tel.

06/24/99 S ROMOFF 4.75 Revising LLC Agreement; Reviewing document package from MR; Telephone conference w/ DT and G. Lewin; Drafting iviewit.com LLC Agreement.

## PROSKAUER ROSE LLP

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 12

August 24, 1999

06/24/99 M ROBBINS 3.50 Telephone conference with Lewin re: note subscription agreements, capitalization of iviewit LLC and uview.com, Inc. Telephone conference with Bernstein re: employment agreement. Inter-office conference with Thompson re: general corporate matters. Inter-office conference with Thompson re: iviewit organizational matters. Telephone conference call with Thompson, Romoff and Lewin re: organizational matters and LLC Agreement. Draft and preparation of iviewit.com LLC subscription agreement.

06/24/99 M SABLOFF .50 S.Romoff asked me to research the requirement of one class of stock for an S. Corp. election.

06/24/99 J ZAMMAS .25 Preparation of foreign qualification documents for uview.com, Inc.; add signed subscription agreement to list.

06/25/99 S KAPP 1.00 T/c with Mike Fox at Deutsche Telekom, follow up with E. Bernstein

06/25/99 S KAPP .25 T/c with Zack regarding immigration issues

06/25/99 S ROMOFF 1.50 Revise iviewit LLC Agreement; Send same to DT and A. Epstein; Drafting iviewit.com LLC Agreement.

06/25/99 M ROBBINS 5.50 Preparation of Shirajee and Rosario subscription agreements. Inter-office conferences with Zammass re: preparation of subscription agreements. Preparation of E. Bernstein subscription agreement. Preparation of uview.com, Inc. subscription agreement. Preparation of Armstrong subscription agreement. Preparation of S. Bernstein subscription agreement. Preparation of promissory notes for iviewit.com LLC noteholders. Inter-office conference with Thompson re: subscription agreements and consideration for patent, LLC Agreements. Telephone conferences with Romoff re: LLC Agreement. Revisions to iviewit.com LLC subscription agreements. Review e-mails from Romoff. Revisions to uview.com subscription agreements. Revisions to iviewit LLC subscription agreements. Telephone conferences with Lewin re: organizational matters and

PROSKAUER ROSE LLP

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 13

August 24, 1999

subscription agreements. Telephone conference with Bernstein re: certificate of incorporation. Revisions to stockholder and member lists.

- 06/25/99 J ZAMMAS 5.50 Office conference with M. Robbins regarding uview.com, Inc. and LLC's; fax Certificate of Incorporation of uview.com, Inc. to Eliot Bernstein for signature; preparation of letters to stockholders of uview.com, Inc., letters to iviewit LLC members.
- 06/26/99 C WHEELER .25 Conference w/Mr. Bernstein re Real 3D
- 06/28/99 S KAPP .25 Follow up regarding resume from Zack to R. S. in New York
- 06/28/99 S KAPP .25 Follow up regarding confidentiality agreement with Deutsche Telecom
- 06/28/99 S KAPP .25 T/c's to E. Bernstein regarding release of confidentiality agreement
- 06/28/99 D THOMPSON II .75 Follow-up on status; review revised LLC Agreement; Telephone conference with Attorney Spencer Romoff.
- 06/28/99 C WHEELER .25 Conference as to meeting; check on status of corporation
- 06/28/99 C WHEELER 1.00 Messages from Rosalie Bibona re proposal and program manager
- 06/28/99 M ROBBINS 4.50 Review iviewit LLC subscription agreements. Review iviewit.com LLC subscription agreements. Review uview.com subscription agreements. Review foreign qualifications. Review shareholder and member lists. Preparation of e-mail to Romoff re: LLC agreements. Telephone conferences with Lewin re: execution of documents, revisions to subscription agreements, meeting, uview certificate of incorporation. Inter-office conferences with Zammas re: revisions to subscription agreements, organizational resolutions, promissory notes. Revisions to iviewit LLC subscription agreements, iviewit.com subscription agreements and uview.com



PROSKAUER ROSE LLP

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 14

August 24, 1999

subscription agreements. Telephone conferences with Romoff re: iviewit Limited Liability Company Agreement. Inter-office conference with Thompson re: iviewit corporate matters.

06/28/99 G COLEMAN .25 Inter-office conference with M. Lerner re: Iviewit.

06/28/99 J ZAMMAS 7.75 Work on subscription agreement letters and set documents up for signature.

06/29/99 I AKSELRAD .25 Mtg w/SR

06/29/99 S KAPP .50 F/u regarding DT Confidentiality Agreement - t/c to M. Fox @ DT and t/c to E. Bernstein

06/29/99 D THOMPSON II .25 Telephone conference with Attorney Mara Lerner Robbins.

06/29/99 C WHEELER 1.00 Check into Board meeting; review of letter of intent

06/29/99 S ROMOFF .75 Telephone conference w/ A. Epstein; Meet w/ IA.

06/29/99 M ROBBINS 3.00 Draft and preparation of memoranda to Gortz re: iviewit pending matters. Telephone conferences with Bernstein re: certificate of incorporation and patent counsel. Revisions to Kane subscription agreement. Revisions to Friedstein subscription agreement. Revisions to The Jacob Bernstein 1999 Trust subscription agreement. Revisions to iviewit LLC foreign qualification application. Telephone conferences with Romoff re: Limited Liability Company Agreements. Revisions to organizational minutes of uview.com. Inter-office conference with Zamas re: certificate of incorporation filing. Inter-office conference with Thompson re: iviewit LLC subscription agreements.

06/29/99 J ZAMMAS 2.50 Work on subscription agreement letters; fax Certificate of Incorporation of uview.com, Inc. to Eliot Bernstein; fax Certificate of Incorporation to CT in Delaware for filing; order minute book; refax signature page to CT in Delaware.

06/30/99 C WHEELER 3.50 Meeting with Messrs. Bernstein, Lewin; review of status, Conf with Ms. Robbins re status of corporations

# PROSKAUER ROSE LLP

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 15

August 24, 1999

06/30/99 S ROMOFF 1.25 Telephone conference w/ MR; Revise LLC Agreement; Telephone call to A. Epstein.

06/30/99 M ROBBINS 3.00 Telephone conferences with Thompson re: iviewit LLC LLC Agreement. Telephone conferences with Bernstein. Telephone conferences with Romoff re: LLC Agreements, valuations, confidentiality provisions. Inter-office conference with Wheeler re: general corporate structure matters. Inter-office conference with Gortz re: Bernstein shareholdings. Review iviewit LLC Limited Liability Company Agreement competition provision. Meeting with E. Bernstein, S. Bernstein and Lewin.

06/30/99 J ZAMMAS .25 Check to see if uview.com, Inc. had been incorporated.

07/01/99 A GORTZ .25 Cf CCW

07/01/99 S KAPP .50 F/u on matters assigned by CCW regarding retainer ltr, confidentiality agreement

07/01/99 C WHEELER 3.00 Conf with Mr. Brandon; conf with Mr. Simon Bernstein; conf with Elliot Bernstein and Mr. Lewin; conf with Mr. Lewin

07/01/99 S ROMOFF 1.75 Revise LLC Agreement.

07/01/99 M ROBBINS .50 Inter-office conference with Wheeler re: iviewit subscription agreement. Preparation of e-mail to Thompson re: subscription documents and general matters. Organization of subscription and organizational documents. Telephone conferences with Romoff re: LLC Agreements.

07/02/99 S KAPP .25 F/u regarding immigration matters

07/02/99 D THOMPSON II .25 Conference re status with Attorney M. Robbins.

07/02/99 C WHEELER 2.00 Conf with Mr. Lewin, Mr. Bernstein, and Arthur Andersen representatives

07/02/99 C WHEELER 1.00 Meeting with Mr. Kaiserman re possible participation

07/02/99 S ROMOFF 1.50 Revise LLC Agreement; Telephone conference w/ A. Epstein.

## PROSKAUER ROSE LLP

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 16

August 24, 1999

07/02/99 M ROBBINS .50 Review correspondence from Romoff. Review revised LLC Agreement.

07/06/99 S KAPP .50 Obtain appropriate form for term sheet

07/06/99 R STORETTE .25 Zakirul Shirijee - Review H-1B procedures, practical training and academic documentation

07/06/99 C WHEELER .50 Messages from

07/06/99 C WHEELER 3.00 Prep of term sheet;

07/06/99 C WHEELER .25 Call from Mr. Kaiserman

07/06/99 C WHEELER .50 Review of correspondence

07/06/99 S ROMOFF 3.25 Revising LLC Agreements; Telephone conferences w/ MR; Telephone conference w/ MR and E. Bernstein; Prepare correspondence and send execution copy of agreement to A. Epstein.

07/06/99 M ROBBINS 5.25 Revisions to Kane subscription agreement (note) and promissory note. Revisions to all subscription agreements reflecting date changes. Preparation of foreign qualifications. Inter-office conferences with Zammass re: foreign qualification filings and revisions to subscription agreements. Telephone conferences with Bernstein, Joao, Epstein, Lewin. Telephone conferences with Romoff re: LLC Agreement, assignment of patents. Inter-office conference with Wheeler re: corporate structure. Preparation of e-mails to Thompson. Meeting with E. Bernstein, S. Bernstein and J. Lewin. Review revisions to LLC Agreements.

07/06/99 J ZAMMAS 5.00 Office conference with Mara Robbins regarding qualification documents; order good-standing certificate on uview.com, Inc.; revise qualification documents and fax to CT for signature; electronically file qualification documents for iviewit LLC and iviewit.com LLC; work on subscription agreement letters.

07/07/99 S KAPP .25 F/u regarding retainer letter

07/07/99 D THOMPSON II .75 Conference with Attorney Mara Lerner Robbins re organizational matters.

PROSKAUER ROSE LLP

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 17

August 24, 1999

07/07/99 C WHEELER 2.50 Meeting with Messrs. Bernstein and Lewin re revised proposal and comments; messages from Mr. Kane

07/07/99 C WHEELER .25 Call from Mr. Epstein

07/07/99 C WHEELER .50 Review of correspondence

07/07/99 S ROMOFF .75 Telephone conference w/ A. Epstein; Correspondence w/ MR; Telephone conference w/ DT; Send finalized copies of Agreement to MR.

07/07/99 M ROBBINS 2.00 Inter-office conferences with Zamas re: subscription agreements. Telephone conferences with Bernstein. Telephone conferences with Romoff. Meeting with Shirajee. Telephone conferences with Lewin. Inter-office conference with Thompson re: iviewit general corporate matters and subscription agreements.

07/07/99 J ZAMMAS 2.50 Send subscription agreement letters out for uview.com, Inc; telephone Jill Iantoni regarding mailing address; electronically file Application by Foreign Corporation for uview.com, Inc.; check to see if uview.com, Inc. had been filed.

07/08/99 C WHEELER 2.00 Conf with Mr. Bernstein; conf with Mr. Lewin; arrange redraft of proposal

07/08/99 C WHEELER 2.00 Redraft of proposal; conf with Simon Bernstein

07/08/99 C WHEELER .50 Review of term sheet; arrange for transmittal

07/08/99 S ROMOFF .25 Telephone conference w/ MR.

07/08/99 M ROBBINS 2.50 Telephone conferences with Bernstein. Revisions to iviewit LLC subscription agreements. Inter-office conferences with Zamas re: outgoing subscription agreements for iviewit LLC and iviewit.com LLC. Review subscription agreement mailings. Draft and preparation of correspondence to members of iviewit LLC. Telephone conferences with Romoff.

## PROSKAUER ROSE LLP

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 18

August 24, 1999

07/08/99 J ZAMMAS 3.75 Discuss subscription letter agreements with M. Robbins; send subscription letter agreements out for iviewit LLC and iviewit.com LLC; check with Secretary of State regarding filing of foreign qualification documents for uvview.com, Inc.; revise pages and send to Eliot Bernstein via courier.

07/09/99 C WHEELER 2.00 Conf with Mr. Bernstein re meeting with Huizinga, conf with Mr. Brandon, conf with Mr. Cochran

07/09/99 J ZAMMAS 1.00 Preparation of memo to Rose enclosing copy of Subscription Agreement of iviewit LLC; preparation of memo to Bob Kafin in NY enclosing copy of Subscription Agreement; log in subscription agreements.

07/11/99 M ROBBINS .50 Organization of subscription files.

07/12/99 C WHEELER 5.00 Conf with David Kaiserman; conf with Messrs. Bernstein; conf with Mr. Brandon;

07/13/99 C WHEELER 5.00 Meeting with Real 3D reps and Messrs Bernstein; call to Chris Brandon; transmittal to A. Epstein

07/13/99 J ZAMMAS .25 Log in subscription agreements returned.

07/14/99 C WHEELER 1.50 Meeting with Mr. Utley and Mr. Bernstein

07/14/99 C WHEELER 1.00 Conf with Mr. Bernstein; conf with Mr. Utley;

07/14/99 C WHEELER .25 Conf with Mr. Kane

07/14/99 M ROBBINS 1.00 Review incoming subscription agreements from Jill and Guy Iantoni, Patricia Daniels and uvview.com, Inc. Telephone conference with E. Bernstein re: transfer of shares to Armstrong. Inter-office conferences with Zammas re: ledger for received subscription agreements for various iviewit entities. Review ledger. Organization of organizational documents for iviewit.com, LLC.

07/14/99 J ZAMMAS .25 Log in subscription agreement letters.

07/15/99 C WHEELER 1.00 Meeting with Mr. Utley and Mr. Bernstein

## PROSKAUER ROSE LLP

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 19

August 24, 1999

07/15/99 M ROBBINS .75 Review correspondence from Alan Epstein. Telephone conference with Epstein re: subscription agreement. Telephone conference with Bernstein.

07/15/99 J ZAMMAS .75 Log in subscription agreement letters and put together signature pages to LLC agreement; telephone Alan Epstein regarding subscription agreement; revise subscription agreement letter for New Media Holdings, Inc. and send to Alan Epstein.

07/16/99 M ROBBINS 1.00 Telephone conference with Bernstein. Inter-office conferences with Zammas re: received subscription agreements. Inter-office conference with Zammas re: documentary stamps on promissory notes. Review iviewit LLC Limited Liability Company Agreement.

07/19/99 D THOMPSON II .50 Conference with Attorney Mara Lerner Robbins re organizational issues and proposed stock transfer.

07/19/99 C WHEELER .50 Arrange transmittal of confidentiality agreements

07/19/99 C WHEELER 1.00 Review documentation; review status

07/19/99 M ROBBINS .75 Inter-office conferences with Thompson re: New Media Holdings subscription agreement and iviewit LLC Limited Liability Company Agreement. Inter-office conference with Thompson re: transfer of shares by Eliot Bernstein to James Armstrong. Review Bernstein subscription agreement. Inter-office conference with Zammas re: subscription agreements.

07/20/99 S KAPP .25 F/u with GB regarding Deutsche Telekom agreement

07/20/99 D THOMPSON II .25 Conference with Attorney Mara Lerner Robbins re Epstein LLC interest.

07/20/99 C WHEELER 1.00 Conf with Mr. Utley; conf with Mr. Bernstein

07/20/99 M ROBBINS 2.00 Telephone conference with Bernstein re: tax consequence relating to Armstrong stock transfer. Review Bernstein subscription agreement re: right of first refusal. Draft and preparation of Consent and Waiver.

PROSKAUER ROSE LLP

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 20

August 24, 1999

Preparation of Stock Power re: transfer to Armstrong. Telephone conferences with Epstein re: subscription agreement modifications. Telephone conferences with Dietz. Inter-office conferences with Thompson re: New Media Holdings subscription agreement modifications and documentary stamps on promissory notes.

- 07/21/99 M ROBBINS 1.50 Telephone conference to Lewin re: received loan money, issuance of promissory notes. Preparation of memo re: pending matters. Inter-office conferences with Zammas re: documentary stamps, received subscription agreements. Preparation of correspondence to Bernstein, Lewin.
- 07/21/99 J ZAMMAS .50 Discuss returned subscription agreements and documentary stamps with M. Robbins; log in subscription letter agreements.
- 07/22/99 M ROBBINS 4.00 Telephone conferences with Lewin re: subscription agreements, return of certain shareholder checks, promissory notes. Draft and preparation of correspondence to Lewin. Inter-office conference with Thompson re: New Media Holdings. Review shareholder and member ledgers. Draft and preparation of correspondence to Lewin enclosing checks. Preparation of memo to corporate department re: pending matters. Inter-office conferences with Zammas re: subscription agreements, promissory notes. Inter-office conference with Thompson re: New Media Holdings subscription agreement, issuance of promissory notes, revisions to iviewit LLC subscription agreement. Telephone conference with Epstein re: revised subscription agreement.
- 07/22/99 J ZAMMAS 3.50 Preparation of letter to G. Lewin enclosing checks received, bring letter to Mr. Lewin in lobby; fax copy of letter to Eliot Bernstein; work on letter to G. Lewin regarding subscription agreements; send check from Proskauer Rose to Gerald Lewin.
- 07/23/99 D THOMPSON II .75 Conference re confidentiality agreement issues and stock issues.
- 07/23/99 C WHEELER .25 Conf as to assignment issues and follow up on confidentiality agreement

# PROSKAUER ROSE LLP

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 21

August 24, 1999

07/23/99 C WHEELER 2.50 Conf with Mr. Brandon; call to Real3D; conf with Mr. Bernstein and Mr. Lewin; call to Mr. Lewin; transmittal to Mr. Brandon

07/23/99 C WHEELER .50 Conf with Mr. Utley

07/23/99 C WHEELER .25 Check on patent assignment

07/23/99 M ROBBINS 3.25 Preparation of correspondence to Alan Epstein. Revisions to New Media Holdings, Inc.'s subscription agreement. Inter-office conferences with Zammas re: status of iviewit offerings, promissory note issuances, stock issuances. Inter-office conference with Wheeler re: assignment of iviewit, Inc. agreements. Preparation of e-mails to Thompson and Wheeler re: assignment of iviewit, Inc. agreements. Preparation of pending matters memorandum. Telephone conference to Lewin re: list of loan money received. Telephone conference with Bernstein re: transfer of shares to Armstrong. Draft and preparation of Acknowledgment Agreement. Inter-office conference with Thompson, Zammas re: transfer of shares to Armstrong.

07/23/99 J ZAMMAS 2.25 Work on subscription agreement letter for New Media Holdings, Inc.; send faxes to J. Lewin and E. Bernstein; send check to J. Lewin; log in subscription agreements received; set up minute books for the three entities.

07/26/99 D THOMPSON II 1.25 Conference with paralegal Jill Zammas re stock issuances; Follow-up on organizational matters and confidentiality agreement.

07/26/99 C WHEELER 1.00 Conf with Si Bernstein; conf with Mr. Lewin and Mr. Bernstein; conf with Mr. Utley

07/26/99 C WHEELER .50 Conf with Mr. Utley

07/26/99 C WHEELER 1.00 Meeting with Mr. Utley and Mr. Bernstein

07/26/99 J ZAMMAS 1.00 Issue shares of stock of uview.com, Inc.; telephone Mr. Lewin regarding stock certificates and promissory notes.



# PROSKAUER ROSE LLP

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 22

August 24, 1999

07/27/99 J ZAMMAS 2.75 Return call to Jerry Lewin; issue stock certificates; telephone call from Eliot Bernstein regarding Fed Ex package from Jeffrey Friedstein; have package traced; send a duplicate uview.com, Inc. subscription letter agreement to Lisa Friedstein; discuss stock issuance with R. Thompson.

07/28/99 D THOMPSON II .25 Review status of organizational matters.

07/28/99 C WHEELER 3.50 Conf with Mr. Lewin; conf with Mr. Buchsbaum; review of corporate status; conf with Mr. Thompson; review of corres. from Mr. Epstein; call to Mr. Joao; conf with Mr. Wilson; conf with Mr. Joao; call to Mr. Lewin

07/29/99 C WHEELER 3.50 Conf with Mr. Utley; meetings with Messrs Bernstein and Lewin; follow up on transmittal to Real 3D

07/30/99 C WHEELER .25 Check on confidentiality agreement

07/30/99 C WHEELER 1.00 Call to Mr. Utley; conf with Mr. Lewin; check on confidentiality agreements

07/30/99 C WHEELER 1.00 Review of status; call from Mr. Kaiserman; conf and corres as to appointments

07/30/99 J ZAMMAS 2.25 Log in Lisa Friedstein's subscription letter; telephone Eliot Bernstein regarding missing check in payment for the stock; prepare stock certificates for Donald Kane and Lisa Friedstein and letter to Eliot Bernstein enclosing stock certificates for execution; send checks to Jerry Lewin; telephone Eliot Bernstein regarding package to be picked up.

07/31/99 C WHEELER 1.50 Review and organization of various matters involving meetings, venture capital, patents and prospects

## SUMMARY OF HOURS

NAME	HOURS
ALBERT W. GORTZ	1.00
CHRISTOPHER C. WHEELER	129.25
HOWARD K. COATES JR.	.25
IRA AKSELRAD	2.75
RICHARD H. ROWE	.25
RONALD F. STORETTE	.50

PROSKAUER ROSE LLP

CLIENT: IVIEWIT CORPORATION  
 MATTER: GENERAL CORPORATE ADVICE  
 PAGE: 23

August 24, 1999

TOTAL FOR PARTNER	134.00
DONALD E. THOMPSON II	23.75
KEVIN J. HEALY	2.00
TOTAL FOR SENIOR COUNSEL	25.75
CHAIM S. BERKOWITZ	.75
GAYLE COLEMAN	2.75
MARA LERNER ROBBINS	75.75
MATTHEW B. SABLOFF	.50
SPENCER J. ROMOFF	42.00
STUART T. KAPP	7.00
SUSAN L. WIENER	.25
TOTAL FOR ASSOCIATE	129.00
DAVID A. DE PARIS JR.	.50
JILL B. ZAMMAS	60.50
SHEILA M. KAUPAS	1.00
TOTAL FOR LEGAL ASSISTANT	62.00
TOTAL HOURS:	350.75
DISBURSEMENTS AND CHARGES	
DESCRIPTION:	AMOUNT
CORP. SERVICE	2,094.68
DELIVERY CHARGES	406.80
FAX	628.00
LEXIS	154.35
LOCAL TRAVEL	28.00
LONG DISTANCE TELEPHONE	39.54
MEALS	136.96
MEALS/DINNER VOUCHER	25.98
MISCELLANEOUS	1,060.54
OUT-OF-TOWN-TRAVEL-ATTY	142.15
OUTSIDE REPRODUCTION	90.44
POSTAGE	3.30
PROOFREADING	58.75
REPRODUCTION	350.00
SECRETARIAL OVERTIME	385.00
TAXICAB/CAR SVC.	15.00
TELEPHONE EXPENSE	271.42
TEMPORARY EMPLOYMENT - LEGAL	24.75
TEMPORARY EMPLOYMENT - SEC/WP	50.40
WESTLAW	103.54
WORD PROCESSING	178.50
TOTAL DISBURSEMENTS AND CHARGES FOR THIS MATTER:	\$6,248.10

iviewit Corporation  
500 S.E. Mizner Boulevard  
Suite 102  
Boca Raton, FL 33432-6080

826370  
June 30, 1999

**PROSKAUER ROSE LLP**

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360

Employer Identification No. 13-1840454

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FOR PROFESSIONAL SERVICES RENDERED during the period through May 31, 1999 in connection with Preparing and filing U.S. Trademark Registration Applications for the following:  
THE CLICK HEARD ROUND THE WORLD in Classes 9, 38 and 42; IVIEWIT in Classes 9, 38 and 42; IVIEWIT YOUR THIRD EYE TO THE WORLD IN STYLIZED LETTERS WITH DESIGN in Classes 9, 38 and 42; IVIEWIT "YOUR THIRD EYE TO THE WORLD" THE WEB IN STYLIZED LETTERS WITH DESIGN in Classes 9, 38 and 42; IVIEWIT.COM in Classes 9, 38 and 42

Preparing and filing fifteen trademark applications at \$750.00 per application.

\$11,250.00

iviewit Corporation  
500 S.E. Mizner Boulevard  
Suite 102  
Boca Raton, FL 33432-6080

826372  
June 30, 1999

**PROSKAUER ROSE LLP**

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360

Employer Identification No. 13-1840454

FOR PROFESSIONAL SERVICES RENDERED during the period  
through May 31, 1999 in connection with Full Trademark Searches  
for: IVIEWIT; YOUR THIRD EYE TO THE WORLD; CLICK  
HEARD ROUND THE WORLD.

Three Trademark Searches at \$875.00 each.	\$2,625.00
Disbursements	<u>19.90</u>
Total Due	<u>\$2,644.90</u>

GRAND  
TOTAL  
182,562.95

iviewit Corporation  
500 SE. Mizner Boulevard  
Suite 102  
Boca Raton, FL 33432-6080

826371  
June 30, 1999

**PROSKAUER ROSE LLP**

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360

Employer Identification No. 13-1840454

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FOR PROFESSIONAL SERVICES RENDERED for the period ending May 31, 1999 in connection with Preliminary Trademark Searches for : IVIEWIT; IVIEWIT YOUR THIRD EYE TO THE WORLD; CLICK HEARD ROUND THE WORLD; IVEIWIT SURF CITY MALL; PRIMA PROPERTIES; FANTASY ISLAND VACATIONS; YACHTS R US; MAGNIFICENT MODELS; UPGRADE YOUR BRAIN.

Nine Preliminary Searches at \$300 each.

\$2,700.00

ELIOT I. BERNSTEIN, VICE PRESIDENT  
C/O IVIEWIT.COM LLC  
2255 GLADES ROAD, SUITE 337 WEST  
BOCA RATON, FL 33431

324201  
July 20, 1999

**PROSKAUER ROSE LLP**

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360

Employer Identification No. 13-1840454

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FOR PROFESSIONAL SERVICES RENDERED	\$2,500.00
DISBURSEMENTS AND OFFICE CHARGES	<u>34.96</u>
TOTAL	<u>\$2,534.96</u>

AWG/eao  
12748/001

IVIEWIT CORPORATION  
500 S.E. MIZNER BOULEVARD  
SUITE 102  
BOCA RATON, FL 33432-6080  
ATTENTION: MR. ELIOT I. BERNSTEIN

320581  
June 18, 1999

**PROSKAUER ROSE LLP**

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360

Employer Identification No. 13-1840454

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CLIENT NAME: IVIEWIT CORPORATION  
MATTER NAME: GENERAL CORPORATE ADVICE  
FILE #: 40017.0001

FOR LEGAL SERVICES RENDERED INCLUDING DISBURSEMENTS AND  
CHARGES INCURRED FOR THE PERIOD ENDED MAY 31, 1999  
AS SET FORTH IN THE ATTACHED PRINTOUT

TOTAL FEES:	\$64,837.50
DISBURSEMENTS AND CHARGES:	\$1,814.95
	<hr/>
TOTAL DUE:	\$66,652.45

BALANCE DUE: \$66,652.45  
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CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 2

June 18, 1999

DATE	NAME	HOURS	DESCRIPTION
01/06/99	C WHEELER	1.50	Review of prospectus; conf as to nature of work
01/11/99	C WHEELER	.50	Response to Mr. Bernstein; conf with Mr. Gortz
01/12/99	C WHEELER	.50	Follow up on new corporation
01/12/99	R FOSTER	.25	Conference with Mara Lerner; preparation of corporate searches on IVIEWIT Corporation
01/13/99	C WHEELER	.50	Review details as to corporation
01/13/99	R FOSTER	1.00	Preparation of articles of incorporation, bylaws and organizational minutes for IVIEWIT Corporation
01/14/99	C WHEELER	.50	Follow up on status on intellectual property review and new incorporation
01/14/99	M ROBBINS	1.50	Revisions to Iviewit corporate formation documents. Telephone conferences with S. Bernstein and E. Bernstein re: formation of Iviewit. Inter-office conference with Wheeler re: same.
01/15/99	C WHEELER	.25	Conf as to status of corporation
01/22/99	M ROBBINS	.50	Preparation of revisions to Iviewit corporate formation documentation.
01/25/99	C WHEELER	.25	Check status of incorporation documents
01/26/99	L GARDNER	.50	Electronic filing of corporation.
01/26/99	R FOSTER	.25	Conference with Mara Lerner; telephone call with CT Corporation; preparation of facsimile transmission of designation of resident agent to Jennifer Forman
01/26/99	M ROBBINS	1.75	Revisions to Articles of Incorporation. Inter-office conference with Foster re: filing of Articles. Telephone conferences with Healy re: trademark and copyright matters. Preparation of memorandum to Wheeler re: same.
01/26/99	G GOLDMAN	1.00	Reviewing IVIEWIT's business plan for patentability opinion; conducting an on-line Internet search.



CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 3

June 18, 1999

01/27/99 L GARDNER .25 Ltr to client re: articles of incorporation.

01/27/99 M ROBBINS 1.75 Preparation of correspondence to Bernstein.  
Review corporate formation documents from  
Secretary of State. Telephone conference with  
Bernstein. Preparation of memorandum to  
Wheeler re: intellectual property matters.

01/28/99 A GORTZ .75 Ken Rubenstein call, cf call Eliot Bernstein &  
Ken Rubenstein, cf Mara Robbins re  
confidentiality agreement

01/28/99 L GARDNER .25 Order minute book for Iviewit, Inc.

01/29/99 G COLEMAN 1.25 Preparation of confidentiality agreement.

02/01/99 A GORTZ .25 Rev. confidentiality agmt, MR call

02/01/99 C WHEELER .25 Conf as to status of intellectual property work

02/16/99 A GORTZ .25 Gerry Lewin call, cf CCW

02/16/99 R ROWE .25 Tel. GC re finder/BD issue

02/16/99 D THOMPSON II .50 Conference with Attorney Gayle Coleman re  
Financial Advisor Agreement.

02/16/99 C WHEELER .25 Conf with Mr. Bernstein; call to Mr. Rubenstein

02/16/99 G COLEMAN 1.75 Study and revise proposed financial consulting  
agreement. Telephone conferences with I.  
Newman. Research re: advisory compensation.

02/17/99 R ROWE .25 Tel. GC re finders/BD issue; Tel. CW, GC re  
finder issue

02/17/99 C WHEELER .25 Call to Mr. Rubenstein re patent advice; call  
with Ms. Coleman re financial advisor

02/17/99 C WHEELER 1.00 Conf as to broker dealer situation; call to Mr.  
Rowe; call to Mr. Bernstein

02/17/99 G COLEMAN 2.25 Preparation of detailed correspondence.  
Telephone conferences with I. Newman.  
Preparation of proposed revisions to financing  
agreement. Telephone conference with R. Rowe.  
Telephone conference with C. Wheeler and R.  
Rowe.

02/18/99 C WHEELER 1.50 Conf with Mr. Lewin; follow up on Corp.; follow  
up on copyright; follow up on

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 4

June 18, 1999

02/18/99 C WHEELER .25 Conf. with Mr. Rubenstein

02/18/99 L GARDNER .50 Prepare fictitious name application.

02/18/99 M ROBBINS 2.50 Inter-office conference with Wheeler re: intellectual property matters, organizational matters. Revisions to Bylaws, Organizational Minutes. Inter-office conferences with Gardner re: employer identification number, minute book. Draft and preparation of correspondence to Bernstein re: copyright and trademark searches, fees and costs. Review memorandum for Wheeler re: organizational matters.

02/18/99 G COLEMAN 2.50 Preparation of revisions to Jenex agreement. Telephone conferences with E. Bernstein. Study and revise website information and agreement.

02/19/99 L GARDNER .50 Prepare SS-4 application.

02/19/99 M ROBBINS 2.00 Telephone conferences with E. Bernstein, S. Bernstein. Revisions to Organizational Minutes. Review Fictitious Name Application, Employer Identification Application. Organization of file. Preparation of e-mail to Wheeler re: organizational matters. Draft and preparation of correspondence to E. Bernstein.

02/22/99 L GARDNER .75 Revise application; prepare stock certificates.

02/22/99 M ROBBINS 1.50 Draft and preparation of correspondence to Bernstein re: copyright and trademark matters. Inter-office conference with Wheeler re: organizational matters. Inter-office conferences with Gardner re: issuance of stock certificates, Fictitious Name Application.

02/23/99 C WHEELER .25 Review of correspondence re patent matters

02/24/99 G COLEMAN .25 Telephone conference with I. Newman.

02/25/99 C WHEELER .50 Arrange follow up on Jenex contract; receipt and review of MacKenzie contract

02/25/99 M ROBBINS 1.75 Review Financial Consulting Agreement. Revisions to Financial Consulting Agreement. Inter-office conferences with Coleman re: revisions to Financial Consulting Agreement. Inter-office conferences with Coleman re: revisions to Financial Consulting Agreement.

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 5

June 18, 1999

02/25/99 G COLEMAN 1.50 Telephone conference with I. Newman. Telephone conference with E. Bernstein. Preparation of revisions to financial consulting agreement.

02/26/99 L GARDNER 2.00 Prepare proof of publication w/Palm Beach Post; file fictitious name application; obtain FEI number; ltr to E.Bernstein re: FEI number.

02/26/99 M ROBBINS .75 Inter-office conferences with Gardner re: application for fictitious name, employer identification number and minute book. Review correspondence from Bernstein.

03/01/99 C WHEELER .25 Conf as to financial advisor agreements

03/01/99 G COLEMAN .75 Telephone conference with I. Newman. Telephone conference with E. Bernstein. Telephone conference with I. Newman and E. Bernstein re: finalization of Jenex Agreement. Preparation of revisions to Jenex Agreement and forwarding of same.

03/02/99 M ROBBINS .75 Inter-office conferences with Coleman re: Consulting Agreement provisions. Revisions to Consulting Agreement.

03/02/99 G COLEMAN 1.00 Telephone conference with E. Bernstein re: non-exclusive issues and finders. Telephone conference with I. Newman. Telephone conference with G. Lewin. Revision of Consulting Agreement re: pro rata issue.

03/03/99 M ROBBINS 3.00 Study and review MacKenzie Consulting Agreement. Preparation of comments to Consulting Agreement. Preparation of inserts to Consulting Agreement. Inter-office conferences with Coleman re: Consulting Agreement.

03/03/99 G COLEMAN .50 Telephone conferences with E. Bernstein and I. Newman. Preparation of final document.

03/04/99 M ROBBINS 1.00 Inter-office conferences with Coleman re: MacKenzie consulting agreement. Revision to consulting agreement.

03/05/99 M ROBBINS .25 Inter-office conference with Coleman re: Consulting Agreement.

03/08/99 L GARDNER .50 T/c Florida Sec. of State re: fictitious name filing; ltr to E.Bernstein re: fictitious name and proof of publication.

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 6

June 18, 1999

03/09/99 G COLEMAN 1.50 Preparation of revised MacKenzie Agreement.  
Preparation of correspondence to E. Bernstein  
re: MacKenzie Agreement.

03/12/99 M ROBBINS .50 Review Mackenzie consulting agreement.  
Telephone conferences with Coleman re: same.

03/16/99 C WHEELER 1.00 Call to Mr. Bernstein; conf with Mr. Lewin;  
check status of trademark and copyright;

03/16/99 M ROBBINS .50 Inter-office conference with Wheeler re:  
intellectual property matters.

03/23/99 A GORTZ .25 Simon & Eliot conf call; conf CCW.

03/23/99 C WHEELER .50 Conf with Mr. Berstein re private placement  
over the Internet and re copyright follow up

03/24/99 C WHEELER .50 Conf as to private placement

03/24/99 C WHEELER .50 Call to Mr. Lewin; conf with Mr. Healey re  
copyright; conf with patent counsel

03/26/99 C WHEELER .75 Call to Mr. Lewin; call to Mr. Bernstein; conf  
with Mr. Bernstein

03/29/99 C WHEELER 1.00 Call to Mr. Lewin; conf with Mr. Bernstein;  
conf with Mr. Healy; review of E-Mail relating  
to status

03/29/99 K HEALY 1.25 Tc w/C. Wheeler; tcs w/Eliot Bernstein re  
intellectual property protections; tc w/Raymond  
Joao re patent pending; tcs w/E. Bernstein and  
Jerry Levin re license business models; review  
protectability of web-sites

03/30/99 B SCHIFF .25 Fixed Fee. Trademark Scan for I VIEW IT for  
enhanced digital images.

03/30/99 K HEALY .50 FIXED FEE: Preliminary search Iviewit

03/30/99 K HEALY 1.00 Tc w/E. Bernstein and J. Levin re licensing  
structures for Iviewit; tc w/C. Wheeler

03/31/99 K HEALY .25 Tc w/K. Rubenstein re Patent advice

04/01/99 C WHEELER .25 Conf with Mr. Gortz re status

04/02/99 C WHEELER 1.00 Conf with Mr. Kafin; conf with Mr Lewin re  
meeting; conf with Mr. Lewin re staffing and  
confidentiality agreement

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 7

June 18, 1999

04/06/99 C WHEELER .25 Call to Mr. Dollinger; call to Mr. Lewin  
04/06/99 C WHEELER .25 Conf with Mr. Lewin  
04/07/99 C WHEELER .25 Conf with Mr. Gortz; call to Mr. Healey  
04/08/99 K HEALY .75 Copyright: Review CD-Rom; advise E. Bernstein  
on copyright protection matters  
04/09/99 D THOMPSON II .25 Telephone conference with Attorney C. Wheeler  
re general solicitation issues.  
04/09/99 C WHEELER .50 Call to Mr. Lewin; conf with Mr. Newman  
04/12/99 C WHEELER .50 Conf with Mr. Lewin and Mr. Bernstein  
04/12/99 C WHEELER .25 Call to Mr. Dollinger  
04/12/99 C WHEELER .25 Review of confidentiality agreement  
04/12/99 G COLEMAN .50 Study and review proposed confidentiality  
modifications and preparation thereof.  
04/13/99 A GORTZ .25 Cf CCW  
04/13/99 C WHEELER .25 Conf with Mr. Gortz; call from Mr. Dollinger re  
work  
04/13/99 C WHEELER .25 Arrange transmittal of confidentiality  
agreement  
04/13/99 C WHEELER .50 Conf with Mr. Lewin and Mr. Bernstein re  
proposed meeting in Calif. and confid.  
agreement  
04/14/99 C WHEELER 1.00 Conf with Mr. Rossman; conf with Mr. Lewin;  
revise confidentiality agreement;  
04/14/99 C WHEELER .50 Receipt of business plan; begin review of same  
04/14/99 K HEALY .75 Review Authorization and release; review  
procedures for copyright registrations of  
collections; conference call w/E. Bernstein, J.  
Lewin and G. Reed; draft file memo  
04/15/99 G COLEMAN 1.75 Study and review the current form of business  
plan. Preparation of summary memo re:  
comments.  
04/16/99 C WHEELER .50 Review of documents; arrange transmittal of  
comments; conf with Mr. Lewin and Mr. Bernstein

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 8

June 18, 1999

04/20/99 C WHEELER .50 Review transmitted materials

04/20/99 C WHEELER 1.00 Conf with Mr. Lewin and Mr. Bernstein; conf with Mr. Ferguson

04/21/99 C WHEELER 1.00 Conf with Mr. Stanley; Conf with Mr. Stanley and Mr. Bernstein;

04/22/99 C WHEELER 2.00 Prep of letter; arrange to transmit Confidentiality Agreement; call to Mr. Bernstein; prepare Conf. Agreement

04/22/99 C WHEELER .25 Call from Mr. Lewin re letter

04/22/99 K HEALY .25 Tc w/R. Joao; e-mail to E. Bernstein

04/23/99 C WHEELER .50 Conf with Mr. Lewin and Mr. Bernstein

04/26/99 C WHEELER .50 Conf with Mr. Kafin; conf with Mr. Lewin; review letter for transmittal

04/26/99 C WHEELER 1.00 Rewrite Iviewit letter

04/27/99 C WHEELER .50 Review of status; conf with Mr. Lewin and Mr. Bernstein

04/28/99 C WHEELER 1.00 Follow up on issuance of share issues

04/28/99 C WHEELER .50 Check on question with Mike Tricarico

04/28/99 K HEALY .75 Review and revise Authorization and Release

04/29/99 C WHEELER .50 Conf with Mr. Stanley; call to Mr. Lewin

04/29/99 C WHEELER 1.00 Conf with Kevin Healey; conf with Mr. Bernstein and Mr. Lewin re shares

04/29/99 K HEALY .50 Draft Authorization and Release; review Business Plan

04/30/99 C WHEELER .25 Confirm appointment with Real 3D

04/30/99 K HEALY .50 Review Iviewit Business Plan

05/03/99 R ROWE .25 Tel. RT, Mara re 701, bonus shares

05/03/99 D THOMPSON II 1.25 Conference with Attorney Mara Lerner Robbins re stock bonus issuance and analysis of corporate and securities issues involving same; Telephone conference with Jerry Lewin.

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 9

June 18, 1999

05/03/99 C WHEELER .25 Revise Confidentiality Agreement; arrange transmission; conf with Mr. Rossman

05/03/99 C WHEELER .50 Call to Mr. Healey; conf with Mr. Bernstein and Mr. Lewin

05/03/99 K HEALY 1.50 Review Iviewit Business Plan for IP Issues; draft suggested revisions to business plan

05/03/99 M ROBBINS 1.00 Computer research re: bonus shares. Inter-office conferences with Thompson re: issuance of shares to employees of Iviewit. Telephone conference call with Thompson and Lewin.

05/04/99 C WHEELER .25 Review status of trademark

05/04/99 C WHEELER .25 Conf with Mr. Lewin and Mr. Bernstein

05/04/99 M ROBBINS 1.00 Telephone conferences with Lewin re: issuance of shares to Iviewit employees, amendment to articles of incorporation, cancellation of shares. Inter-office conferences with Zammass re: schedule of share issuances. Preparation of correspondence to Lewin re: share issuances.

05/04/99 J ZAMMAS 1.75 Calculate number of shares to be issued; preparation of Articles of Amendment and Consent; preparation of shareholder list

05/05/99 K HEALY .50 Draft Authorizations and Releases by e-mail and fax to E. Bernstein

05/05/99 M ROBBINS 2.75 Draft and preparation of letter agreement to employees re: grant of Iviewit shares. Telephone conferences with E. Bernstein, S. Bernstein and Lewin re: share issuances. Recalculation of share issuance per E. Bernstein's additions.

05/05/99 G COLEMAN .50 Preparation of form transfer of stock as bonus/gift.

05/05/99 J ZAMMAS 3.50 Fax list of shareholders to Eliot Bernstein; preparation of Directors' Consent authorizing share issuance; order additional stock certificates; revise Shareholder list pursuant to Eliot Bernstein's instructions and fax to Gerald Lewin, Simon Bernstein and Eliot Bernstein.

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 10

June 18, 1999

05/06/99 R ROWE .25 Rev. issue re right of first refusal

05/06/99 C WHEELER .25 Tel conf as to meeting

05/06/99 K HEALY .25 Tc w/E. Bernstein re TM issues in Business Plan

05/06/99 M ROBBINS .75 Inter-office conferences with Zamas re:  
reissuance of stock certificates, board  
resolutions, revised shareholder list.  
Revisions to Board consent re; issuance of  
bonus shares.

05/06/99 G COLEMAN .50 Study and review Iviewit confidentiality letter  
re: R. Rosman's comments.

05/06/99 J ZAMMAS 1.00 Add names of trusts to shareholder list; fax  
revised list of shareholders to Gerry Lewin;  
preparation of Director and Shareholder consent  
regarding stock erroneously issued;

05/07/99 D THOMPSON II 1.00 Revise letter agreement with shareholders;  
Meeting with Attorney Mara Lerner Robbins re  
same.

05/07/99 C WHEELER 3.00 Meeting on agreements and other corporate  
matters

05/07/99 K HEALY .50 Tcs w/E. Bernstein re TM issues in Business  
Plan

05/10/99 C WHEELER .50 Conf with Mr. Bernstein; follow-up on  
confidentiality agreement

05/10/99 C WHEELER 2.00 Meeting with Mr. Stanley; conf with Messrs.  
Lewin and Bernstein

05/10/99 C WHEELER .50 Receipt and review of confidentiality  
agreement; conf with Mr. Gortz

05/10/99 M ROBBINS 1.00 Preparation of revisions to Letter Agreement  
per Lewin's instructions. Telephone  
conferences with Lewin.

05/11/99 C WHEELER 1.00 Call to Mr. Lewin, call to Mr. Bernstein,  
arrange for transmittal of agreement; review of  
agreement

05/11/99 M ROBBINS .50 Revisions to Letter Agreement to employees with  
respect to grant of shares.



CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 11

June 18, 1999

05/11/99 J ZAMMAS 1.25 Preparation of Articles of Incorporation and organizational documents for iviewit.com, Inc.; discuss documents with M. Robbins and give to C. Wheeler for review

05/12/99 D THOMPSON II .75 Review Shareholder Agreements and discuss same with Attorney Mara Lerner Robbins.

05/12/99 D THOMPSON II 2.50 Conference with Attorney C. Wheeler re pending agreements and projects; review and revise Confidentiality Agreement.

05/12/99 C WHEELER 1.00 Conf with Messrs Bernstein and Lewin; call to R. Joao; transmittal of agreement

05/12/99 C WHEELER .50 Conf with Mr. Joao re stock ownership, subsidiary and patent protection

05/12/99 C WHEELER 2.00 Conf with Joao; meeting with Thompson to arrange for confid. agreements and generic agreements

05/12/99 B SCHIFF 1.00 Fixed Fee. Editing applications for IVIEWIT YOUR THIRD EYE TO THE WORLD .. THE WEB.. and IVIEWIT and preparing apps for iviewit.com

05/12/99 M ROBBINS 2.00 Draft and preparation of correspondence to Bernstein and Lewin. Telephone conferences with Lewin re: potential tax issues. Telephone conference with Gutwein re: issuance of shares without consideration. Revisions to letter agreement. Inter-office conferences with Thompson re: issuance of shares and potential tax and securities issues.

05/13/99 A GUTWEIN 1.00 Conf. R. Thompson re tax issues; internal startup

05/13/99 R ROWE .25 Rev. bonus share issue -- 701; Tel. MR; rev. 701

05/13/99 D THOMPSON II 2.75 Prepare Confidentiality Agreements; Conference with Attorney Mara Lerner Robbins; Telephone conference with Sye Bernstein re same; .Review BIG agreement; Telephone conference with opposing counsel.

05/13/99 D THOMPSON II 1.75 Telephone conference re stock issuances to friends, family and consultants; analysis of tax and securities issues re same.

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 12

June 18, 1999

05/13/99 C WHEELER .25 Conf with Mr. Thompson re agreements

05/13/99 K HEALY 1.00 FIXED FEE: Revise applications; draft cover letter

05/13/99 M ROBBINS 1.75 Inter-office conferences with Thompsom re: securities and tax matters relative to letter agreement. Telephone conference call with Thompson, Gutwein and Lewin re: securities and tax matters relative to letter agreement. Telephone conference with Rowe re: securities issues.

05/14/99 R ROWE .25 Tel. RT re integration

05/14/99 D THOMPSON II 4.25 Telephone conference re Confidentiality Agreements; revise and distribute same with Real 3D; Huizenga Holdings and California contact.

05/14/99 D THOMPSON II 1.50 Consideration of securities issue involving stock to insiders and potential loans; Follow-up re same; Telephone conference re same with Jerry Lewin.

05/14/99 S WIENER .25 Discussion with Mara Robbins re:BS exemptions/requirements in connection with small private sale of securities (CA,IL,NY,FL)

05/14/99 M ROBBINS 2.25 Research re: integration of private securities offerings. Inter-office conference with Thompson re: same. Telephone conference with Rowe re: integration criteria. Inter-office conference with Thompson re: blue sky matters. Telephone conference with Susan Weiner re: NY, FL, IL, CA blue sky matters. Telephone conference with E. Bernstein re: blue sky.

05/16/99 M ROBBINS 1.50 Preparation of revisions to letter agreement to include purchase and sale provisions. Review revised letter agreement.

05/17/99 D THOMPSON II 2.75 Follow-up on outstanding agreements; Telephone conference with Cye and Eliot Bernstein; Research re status of Notes as securities.

05/17/99 D THOMPSON II 1.00 Prepare stock purchase agreement/shareholder agreement; analysis of same.

05/17/99 C WOLF 1.75 Telecons with Ms. Lerner-Robbins and research regarding availability of model agreements

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 13

June 18, 1999

05/17/99 C WHEELER 1.00 Conf on various contracts

05/17/99 C WHEELER 1.00 Conf with Mr. Bernstein

05/17/99 C WHEELER .50 Review Iviewit agreements

05/17/99 J SILVER 1.00 2 calls with Kevin Healy re: model website agreements, call with Mara Robbins re: website agmts, review agmts for use in connection with website development deal

05/17/99 M ROBBINS 2.00 Revisions to letter agreement. Telephone conference with Wolf re: website agreement. Inter-office conference with Thompson re: website agreement. Telephone conference with Healy and Silver re: website agreement. Review sample website agreements. Inter-office conferences with Zammass re: Articles of Amendment and Organizational Consent.

05/17/99 J ZAMMAS 1.25 Preparation of Articles of Amendment to the Articles of Incorporation of Iviewit, Inc.; research preferred shares language.

05/18/99 R ROWE .25 Tel. RT, MR re interim loans -- Reeves -- integration

05/18/99 D THOMPSON II 3.50 Conference with paralegal Jill Zammass re Articles of amendment authorizing new Class of Stock; review and revise same; analysis of potential loan program; Website.

05/18/99 S WIENER .50 Follow up research re: IL exemptions, call to M. Robbins.

05/18/99 C WHEELER .25 Review of Iviewit matters

05/18/99 C WHEELER .25 Conf as to commencement of operations

05/18/99 C WHEELER .50 Conf as to contract

05/18/99 J SILVER 1.75 Call with Mara Robbins re: website agmt, arranged for form agreement to be scanned into the system, e-mailed scanned document to Mara, phone call with Mara re: obtaining additional technology form license agreements, review form books in library for additional technology license agmts, phone call with Mara re: CD-ROM agmt and fax agmt to Mara

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 14

June 18, 1999

05/18/99 M ROBBINS 5.00 Inter-office conferences with Thompson re: technology evaluation agreement. Preparation of correspondence to Wolf re: license evaluation agreement. Draft and preparation of license evaluation agreement. Meeting with Bernsteins re: letter agreement, license evaluation agreement. Inter-office conferences with Zammass re: Organizational Consent and Articles of Amendment. Inter-office conferences with Thompson re: Articles of Amendment and share issuances. Telephone conference call with Thompson and Rowe re: whether issuance of note is a security. Computer research re: technology license agreements. Review model website development agreements. Review CD-Rom Licensing Agreement. Telephone conferences with Bernstein re: launch of website and review of website. Telephone conferences with Wolf re: potential issues relating to website launch. Telephone conferences with Silver re: technology agreements.

05/18/99 J ZAMMAS 1.75 Work on Articles of Amendment and Consent of Directors

05/19/99 D THOMPSON II .50 Follow-up re website release.

05/19/99 D THOMPSON II .75 Prepare Technology/Software Evaluation Agreement.

05/19/99 D THOMPSON II 1.25 Meeting with Cy and Eliot Bernstein, Gerry Lewin and Mara Robbins.

05/19/99 M ROBBINS 5.00 Draft and preparation of Technology License Evaluation Agreement. Inter-office conference with Thompson re: Technology License Evaluation Agreement, amendment to Articles, issuance of shares and notes and meeting with Bernsteins. Preparation of e-mails to Healy and Wolf re: website launch. Meeting with S. Bernstein, E. Bernstein and Lewin. Inter-office conferences with Zammass re: filing of articles of amendment and letter agreement re: share issuances. Telephone call to Lewin re: confirmation of share amounts. Preparation of letter agreement. Calculation of share issuances.

05/19/99 J ZAMMAS 1.50 Add consideration for shares to organizational minutes and place in minute book; preparation of letters to shareholders.

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 15

June 18, 1999

05/20/99 D THOMPSON II 1.25 Coordinate stock issuances.

05/20/99 D THOMPSON II 3.50 Coordinate Confidentiality Agreements and Product Evaluation Agreement.

05/20/99 C WHEELER .75 Conf with Mr. Joao

05/20/99 C WHEELER 2.00 Call to Mr. Lewin; conf with Ken Rubenstein; conf with Mara Lerner; numerous conf with Elliot Bernstein

05/20/99 C WHEELER 1.00 Conf with Mr. Joao

05/20/99 K HEALY 1.50 Review web-site; tc w/Eliot Bernstein and Mara Lerner Robbins re review of web-site

05/20/99 M ROBBINS 6.50 Telephone conference call with E. Bernstein and K. Healy. Telephone conference call with E. Bernstein and C. Wolf. Telephone conferences with E. Bernstein re: website review. Review Iviewit website. Telephone conference call with Thompson and E. Bernstein re: License Evaluation Agreement. Preparation of License Evaluation Agreement. Inter-office conferences with Zammass re: letter agreements to issue shares. Preparation of packages to shareholders. Draft and preparation of Subscription Letter Agreement re: issuance of promissory note. Telephone call to Lewin re: Note terms. Review License Evaluation Agreement. Computer research re: license evaluation agreements. Telephone conference with Court re: License Evaluation Agreement. Inter-office conferences with Thompson re; License Evaluation Agreement. Organization of Iviewit file.

05/20/99 J ZAMMAS 3.50 Send electronic filing of Articles of Amendment to the Secretary of State; telephone Secretary of State to see that Amendment had been filed; preparation of letters to shareholders.

05/21/99 D THOMPSON II 1.25 Prepare Confidentiality Agreement with Huizenga Holdings; Telephone conference with counsel for Huizenga re same; Conference with Attorney C. Wheeler re Real 3D Confidentiality Agreement.

05/21/99 D THOMPSON II 1.75 Telephone conference with Jerry Lewin re outstanding issues and projects; Follow-up re same; Telephone conference with Jerry Wacks re Tender's Agreement.

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 16

June 18, 1999

05/21/99 C WHEELER .25 Receipt and review of Huizinga Confidentiality Agreement; call to Mr. Bernstein

05/21/99 C WHEELER .25 Conf with Mr. Bernstein re meeting

05/21/99 M ROBBINS 4.00 Draft and preparation of promissory note. Telephone conferences with Lewin. Telephone conferences with E. Bernstein. Telephone conferences with Lohquist re: License Evaluation Agreement. Organization of corporate files. Revisions to Subscription Letter Agreement.

05/21/99 J ZAMMAS 1.75 Preparation of shareholder list for Iviewit, Inc.; revise Articles of Incorporation of iviewit.com, Inc. and fax to CT for signature as registered agent; fax to the Secretary of State; fax copy of Articles to Mr. Lewin.

05/24/99 D THOMPSON II .75 Conference with Attorney C. Wheeler re confidentiality issues; review note sale agreements.

05/24/99 C WHEELER 1.50 Meeting with Hassan Mia

05/24/99 C WHEELER .25 Review of status of meetings

05/24/99 M ROBBINS .50 Revisions to Subscription Letter Agreement. Telephone conference with Lewin re: Subscription Letter Agreement. Inter-office conference with Thompson re: Subscription Letter Agreement.

05/24/99 J ZAMMAS 1.25 Order stock certificates for Iviewit, Inc.; check to see that iviewit.com, Inc. had been formed; order minute book for iviewit.com, Inc.; telephone the Secretary of State regarding certified copy; fax documents to J. Lewin and Candice Bernstein

05/25/99 A GORTZ .25 Cf CCW

05/25/99 R ROWE .25 Rev. Reg. D issue

05/25/99 S WIENER .50 Discussing exemptions for Note transaction, original transaction filing of Form D, etc, with M. Robbins

05/25/99 C WHEELER 11.00 Trip to Orlando for meeting with Real 3D technology staff

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 17

June 18, 1999

05/25/99 C WHEELER .50 Conf with Mr. Gortz; conf with Mr. Thompson

05/25/99 M ROBBINS 2.00 Telephone conferences with Weiner re: blue sky issues. Revisions to Subscription Letter Agreement and Promissory Note. Preparation of correspondence to Weiner. Preparation of e-mail to Rowe. Inter-office conference with Thompson re: blue sky matters.

05/25/99 J ZAMMAS 3.50 Office conference with M. Robbins; preparation of list of shareholders of Iviewit, Inc. with home states listed and list of iviewit.com, Inc. promissory note list; preparation of letters and signature pages regarding promissory notes; fax information to Susan Wiener; send signature pages to Eliot Bernstein.

05/26/99 D THOMPSON II .50 Conference with Attorney Mara Lerner Robbins re programmer contracts and pending projects.

05/26/99 C WHEELER 1.00 Review of patent; set up patent conference; arrange follow up on shares;

05/26/99 K HEALY .75 Tc w/M. Lerner re Iviewit i.p. ownership issues, including assignment or license from Eliot Bernstein to Iviewit; review web-site materials

05/26/99 M ROBBINS 4.00 Inter-office conferences with Thompson and Zammas re: Subscription Letter Agreements. Telephone conferences with Bernstein re: Internet website and legal analysis. Telephone conferences with Lewin re: Subscription Letter Agreements. Revisions to Subscription Letter Agreements. Revisions to promissory notes. Inter-office conference with Wheeler re: Proskauer Subscription Letter Agreement. Telephone conferences with Lewin and Bernstein re: revised list of noteholders. Review correspondence from Iantoni, Jerry Lewin, Jennifer Lewin and Erika Lewin.

05/26/99 J ZAMMAS 3.50 Preparation of letter to noteholders and promissory notes of iviewit.com, Inc.; telephone Blackstone regarding minute book and stock certificates; send letters to noteholders; review sample of stock certificates.

05/27/99 C WHEELER 2.00 Meeting at Huizinga holdings

CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 18

June 18, 1999

05/27/99	C WHEELER	.50	Conf .with Mr. Rubenstein
05/27/99	C WHEELER	1.00	Arrange for additional confidentiality agreements;
05/27/99	C WHEELER	1.50	Overview of Iviewit patent matters and corporate matters
05/27/99	K HEALY	.25	FIXED FEE: Cover letter and duplicate set of TM Apps to E. Bernstein
05/27/99	J ZAMMAS	2.00	Issue shares of Class B Common Stock; prepare stock ledger; send stock certificates and checks from shareholders to Eliot Bernstein for execution and return.
05/28/99	D THOMPSON II	1.25	Conference with Attorney C. Wheeler re patents and confidentiality agreements; assist re same.
05/28/99	C WHEELER	.25	Conf as to additional Huizinga appointment
05/28/99	C WHEELER	.50	Confirmation on Joao meeting
05/28/99	C WHEELER	3.00	Meeting with Huizinga group; conf with Mr. Healy re assignment; review of confidentiality agreements
05/28/99	C WHEELER	2.00	Meeting as to patent issues and management matters
05/28/99	C WHEELER	.50	Conf. w/K.Rubenstein
05/28/99	K HEALY	.50	Tcs w/C. Wheeler re IP Issues; review web-site
05/31/99	C WHEELER	1.00	Review of patent and other materials

SUMMARY OF HOURS

NAME	HOURS
ALBERT W. GORTZ	2.00
CHRISTOPHER WOLF	1.75
CHRISTOPHER C. WHEELER	76.25
RICHARD H. ROWE	2.00
TOTAL FOR PARTNER	82.00
ABRAHAM GUTWEIN	1.00
DONALD E. THOMPSON II	36.50
KEVIN J. HEALY	13.25
TOTAL FOR SENIOR COUNSEL	50.75



CLIENT: IVIEWIT CORPORATION  
MATTER: GENERAL CORPORATE ADVICE  
PAGE: 19

June 18, 1999

GAYLE COLEMAN	16.50
GREGG I. GOLDMAN	1.00
JENNIFER SILVER	2.75
MARA LERNER ROBBINS	63.50
SUSAN L. WIENER	1.25

TOTAL FOR ASSOCIATE 85.00

BARBRA SCHIFF	1.25
JILL B. ZAMMAS	27.50
LISA A. GARDNER	5.25
ROSE ANN FOSTER	1.50

TOTAL FOR LEGAL ASSISTANT 35.50

TOTAL HOURS: 253.25

DISBURSEMENTS AND CHARGES

DESCRIPTION:	AMOUNT
CORP. SERVICE	139.66
DELIVERY CHARGES	116.55
FAX	575.00
FILING FEES	109.44
LONG DISTANCE TELEPHONE	28.30
MISCELLANEOUS	162.72
POSTAGE	1.87
PROOFREADING	16.50
REPRODUCTION	106.20
SECRETARIAL OVERTIME	35.00
WESTLAW	418.71
WORD PROCESSING	105.00

TOTAL DISBURSEMENTS AND CHARGES FOR THIS MATTER: \$1,814.95

LAW OFFICES  
**ARMSTRONG HIRSCH JACKOWAY TYERMAN & WERTHEIMER**  
 A PROFESSIONAL CORPORATION  
 1888 CENTURY PARK EAST  
 18<sup>TH</sup> FLOOR  
 LOS ANGELES, CALIFORNIA 90067-1722

IVIEWIT.COM  
 ELLIOT BERNSTEIN  
 500 S.E. MIZNER BLVD. #102  
 BOCA RATON, FL 33432

SEPTEMBER 21, 1999

3744 - MMM

FOR COSTS ADVANCED FOR THE PERIOD ENDING SEPTEMBER 1, 1999

RE: GENERAL  
 I.D. 3744-0001 - 138

CURRENT COSTS	\$	2499.42		
TOTAL CURRENT DUE			\$	2499.42

RE: OPERATING AGREEMENT  
 I.D. 3744-0002 - 138

CURRENT COSTS	\$	2.00		
TOTAL CURRENT DUE			\$	2.00

RE: INVESTORS  
 I.D. 3744-0009 - 138

CURRENT COSTS	\$	4.80		
TOTAL CURRENT DUE			\$	4.80

TOTAL DUE AND OWING			\$	2506.22
				=====

DISBURSEMENT DESCRIPTION	AMOUNT
AIR COURIER	38.00
DUPLICATING EXPENSE	6.80
TRAVEL EXPENSES	2443.42
FAXES	18.00
	-----
TOTAL DISB.	\$ 2506.22
	=====

**P A I D**  
 12/10/99  
 #1229

*OK*

LAW OFFICES  
**ARMSTRONG HIRSCH JACKOWAY TYERMAN & WERTHEIMER**

A PROFESSIONAL CORPORATION

1888 CENTURY PARK EAST, 18<sup>TH</sup> FLOOR  
LOS ANGELES, CALIFORNIA 90067-1722

KARL R. AUSTEN  
JOSEPH D'ONOFRIO  
ALAN J. EPSTEIN  
HOWARD A. FISHMAN  
ANDREW L. GALKER  
ROBERT S. GETMAN  
GEORGE T. HAYUM\*  
BARRY L. HIRSCH\*  
JAMES R. JACKOWAY\*  
JONATHAN D. KAUFELT\*  
CHRISTIANNE F. KERNS  
JAMES C. MANDELBAUM\*  
ANDREA S. MATIAUDA  
DAVID J. MATLOF  
MARCY S. MORRIS  
MICHELE M. MULROONEY  
GEOFFRY W. OBLATH  
RANDY M. SCHIENBERG  
SCOTT A. STEIN  
ROBERT L. STULBERG  
BARRY W. TYERMAN  
ROBERT S. WALLERSTEIN  
ERIC C. WEISSLER\*  
ALAN S. WERTHEIMER

\*ALSO ADMITTED IN NEW YORK

TELEPHONE  
(310) 553-0305  
FACSIMILE  
(310) 553-5036  
OF COUNSEL  
ALLAN L. ALEXANDER  
ARTHUR O. ARMSTRONG  
RONALD J. BASS  
GERALDINE S. HEMMERLING  
OUR FILE

September 23, 1999

3744-MMM

Mr. Eliot Bernstein  
Iviewit.com  
500 S.E. Mizner Boulevard, #102  
Boca Raton, FL 33432

**RE: Billing**

Dear Eliot:

Enclosed is a bill for our costs incurred through September 1, 1999 on Iviewit matters. Per our agreement, we will be billing time starting September 1, 1999.

Hope all is well with you, Can and the boys.

Fondly,

  
Michele M. Mulrooney

MMM:std  
Encs.

cc: Alan J. Epstein, Esq.

EXPENSE REPORT  
AHJT&W

OK  
JDX

ALAN EPSTEIN

JULY 8, 1999

DATE	DESCRIPTION	AMOUNT	CHARGE	TOTAL EXPENSE	REIMBURSE ATTORNEY
6/11	FLIGHT TO FT. LAUDERDALE	\$928.00	3744-0001	\$928.00	[REDACTED]
6/12	RETURN FROM FT. LAUDERDALE	\$1,360.00	3744-0001	\$1,360.00	[REDACTED]
6/11	CAB TO AIRPORT	\$40.00	3744-0001	\$40.00	[REDACTED]
6/12	CAB FROM AIRPORT	\$40.00	3744-0001	\$40.00	[REDACTED]
6/12	RENTAL CAR	\$83.42	3744-0001	\$83.42	[REDACTED]
6/12	PARKING CHARGE	\$12.00	3744-0001	\$12.00	[REDACTED]
6/11	TELEPHONE CHARGES	\$44.97	6200-000	\$44.97	\$44.97
6/15	LUNCH W/ LISA PONGRACIC	\$98.52	7800-0000	\$98.52	\$98.52
5/20	CELLULAR PHONE BILL	\$138.85	7975-000	\$138.85	\$138.85
6/19	CELLULAR PHONE CHARGES	\$38.50	7975-000	\$38.50	\$38.50
6/11	LONG DISTANCE TELEPHONE CHARGES	\$9.14	6200-000	\$9.14	\$9.14
6/19	CELLULAR PHONE BILL	\$191.62	7975-000	\$191.62	\$191.62
5/11	LONG DISTANCE TELEPHONE CHARGES	\$12.48	6200-000	\$12.48	\$12.48
					\$2,975.50

*Brian,*  
*Backup to Travel*  
*Expenses incurred by*  
*Alan Epstein*  
*Reimbursement*  
*Thanks*  
*Mack*

ORNEY \$ 2,975.50

7/9/99  
AIE



*[Handwritten signature]*

**LAW OFFICES**  
**ARMSTRONG HIRSCH JACKOWAY**  
**TYERMAN & WERTHEIMER**

*1888 Century Park East, Suite #1888  
Los Angeles, California 90067*

Telephone: (310) 553-0305 \*\* Telecopier: (310) 553-5036

**TELECOPIER COVER SHEET**

DATE: *OCTOBER 7, 1999*  
FROM: Michele M. Mulrooney, Esq.  
TO: *MARTHA*  
FAX NUMBER: *(561) 999-8810*  
NUMBER OF PAGES: *9* (including cover sheet)

\*\*\*\*\*

**Message:**

This message is intended only for the use of the individual or entity to which it is addressed and may only contain information that is privileged, confidential or exempt from disclosure under applicable Federal or State law. If the reader of the message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via regular U.S. mail.

Please call Sender at (310) 553-0305 if you have not received all pages.



GUEST CHARGES SUMMARY

Reservations (800) 321-2211

THANK YOU FOR SELECTING COURTYARD BY MARRIOTT FOR YOUR TRIP. WE TRUST THAT YOUR EXPERIENCE WITH US HAS INCLUDED WARM AND GRACIOUS SERVICE, AND THE TYPE OF ACCOMMODATIONS EXPECTED.

WE LOOK FORWARD TO SERVING YOU AGAIN ON FUTURE TRIPS. FOR ADDITIONAL RESERVATIONS, CALL OUR TOLL FREE RESERVATION NUMBER, (800) 321-2211.

WE LOOK FORWARD TO YOUR NEXT VISIT

SOJANA BEACH/DEL MAR Courtyard Staff

ALLEN EPSTEIN

ROOM 145 REGD
ROOM TYPE KSTE
NO. OF GUESTS 1
RATE 194.00
CLERK JSL

ARRIVE 10Jun99 TIME 06:50p DEPART 13Jun99 TIME 01:08p FOLIO # IC-85302

Table with columns: DATE, REFERENCE NUMBER, DESCRIPTION, CHARGES, CREDITS. Contains multiple rows of charges including City Tax, Restaurant Room Charge, Room Charge, Room Tax, and various LD (Linen/Dish) charges.

Check Out Time is 12:00

The undersigned agree to make immediate payment upon receipt of statement. In the event such payment is not made within 30 days after receipt of the original statement it is agreed that the hotel may impose a late payment charge at a rate of 1 1/2% per month (annual rate of 18%) or the maximum allowed by law, on the unpaid balance, and the reasonable cost of collection, including attorney's fees.

SIGNATURE



GUEST SERVICES SUMMARY

Toll Free Reservations (800) 321-2211

THANK YOU FOR SELECTING COURTYARD BY MARRIOTT FOR YOUR TRIP. WE TRUST THAT YOUR EXPERIENCE WITH US HAS INCLUDED WARM AND GRACIOUS SERVICE, AND THE TYPE OF ACCOMMODATIONS EXPECTED.

WE LOOK FORWARD TO SERVING YOU AGAIN ON FUTURE TRIPS FOR ADDITIONAL RESERVATIONS. CALL OUR TOLL FREE RESERVATION NUMBER, (800) 321-2211.

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SOLANA BEACH/DEL MAR Courtyard Staff

ALLEN EPSTEIN

ROOM 145 REGD
ROOM TYPE KSTE
NO. OF GUESTS 1
RATE 194.00
CLERK JSL

ARRIVE 10Jun99 TIME 06:50p DEPART 13Jun99 TIME 01:08p FOLIO # IC-85302

Table with columns: DATE, REFERENCE NUMBER, DESCRIPTION, CHARGES, CREDITS. Includes line items for room charges, taxes, and a MASTER CARD payment of 714.74. Ends with a BALANCE of .00.

Marriott Rewards Club Member: 196692461. Retain this receipt for your records.

Check Out Time is 12:00

The undersigned agrees to make immediate payment upon receipt of statement. In the event such payment is not made within 30 days after receipt of the original statement it is agreed that the hotel may impose a late payment charge at a rate of 1 1/2% per month (annual rate of 18%) or the maximum allowed by law, on the unpaid balance, and the reasonable cost of collection, including attorney's fees.

SIGNATURE \_\_\_\_\_

Budget

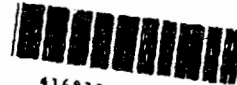
SEARS  
R & R

### WELCOME TO THE BOCA RATON RESORT AND CLUB

Our parking charge is                      CHARGED TO YOUR ACCOUNT  
For your protection, please present this receipt when ordering  
your car and also to the valet upon delivery.

C/IN DATE 06/12/99 C/OUT DATE 06/13/99

NAME MR ALAN EPSTEIN



416836-2

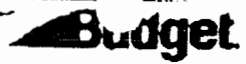
**THIS CONTRACT LIMITS OUR LIABILITY - PLEASE READ.**  
Vehicle is accepted for parking only. We assume no liability for fire, theft, vandalism, flood, windstorm, or damage in any manner whatsoever, except as a result of our gross negligence. We are not bailees and not responsible for the loss of or damage to any articles left in the vehicle including, but not limited to, radar detectors, telephones, money, computers, etc. The owner of the vehicle acknowledges that he is in possession and control thereof at all times. We are not responsible for damage or injury due to faulty brakes or mechanical problems. All claims must be presented to the Resort prior to the vehicle leaving the property. This receipt is solely for valet service. No employee has the authority to modify or increase our liability.

**PLEASE REMOVE ALL PERSONAL BELONGINGS FROM YOUR CAR.**  
Valet runners do not receive gratuity from the Resort Daily Service Charge. Gratuities are not included in your daily parking charge.

Please leave both the ignition and door key for your car.

*Thank You*





FORM # FLS-115-5 (5/98) BUDGET ROADSIDE CARE (800) 858-5377  
INSURANCE CERTIFICATE NO. (TRUCKS ONLY) FT LAUDERDALE INTL A 954 359 4700

CREDIT IDENTIFICATION OR BILLING INSTRUCTIONS DATE		STATION: FLLAP	1655 PERIMETER RD DANIA, FL 33004	DUPLICATE
PLAN J EPSTEIN	83.42	VALID DRIVERS LICENSE 005830 FLL23	VEHICLE NO. / RENTAL AGREEMENT NUMBER FLLDL0107555	
1054106540		AUTHORIZATION NO. 235529	OK884T FL	LICENSE NO. / RETURN LOCATION FLLRR AIRPORT RETURN
NONE		VALID DRIVERS LICENSE	MAKE / MODEL ME SABLE	TIME IN / OUT 06/12/99 1743
MIAMI MIAMI AIRPORT		DATE 06/12/99	MILEAGE IN / RATE 11300 BAR	TIME 06/12/99 0830
MI	83.42		MILEAGE OUT / MIN / MAX 11312 38 020	TAX QUALIFICATIONS * DAILY RATE IS BASED ON A 24-HOUR DAY MINIMUM CHARGE * DISCOUNT RATES ONLY FOR SPECIFIED PERIOD * RATES DO NOT INCLUDE FUEL OR REFUEL CHARGE * RENTER PURCHASED FUEL AT TIME OF RENTAL
MILES DRIVEN / MILES ALLOWED				

1-WK DLY	57.99	57.99
TOTAL T & M		57.99
DISCOUNT 10.00 %		5.80
TOURSM/TIRE-BAT/VLF 2.42/DAY		3.42
CONCESSION FEE 10.00%		3.22
TAX @ 6.000% ON	59.83	3.59
SUBTOTAL		63.42
CHARGED		

**LDW TRUCK DAMAGE LIMIT \$** (see paragraph 4)  
**THEFT, VANDALISM AND DAMAGE TO RENTED VEHICLE:** Renter is responsible for all loss and damage as described in paragraph 4. Renter may avoid or limit this responsibility by purchasing a Loss Damage Waiver.  
**PERSONAL INJURY AND PROPERTY DAMAGE:** THE VALID AND COLLECTIBLE LIABILITY INSURANCE AND PERSONAL INJURY PROTECTION INSURANCE OF ANY AUTHORIZED RENTAL OR LEASING DRIVER IS PRIMARY FOR THE LIMITS OF LIABILITY AND PERSONAL INJURY PROTECTION COVERAGE REQUIRED BY ss.324.021(7) AND 627.736, FLORIDA STATUTES. Budget provides protection as described in paragraph 5, subject to Renter's indemnification (paragraph 6).

ALL INFORMATION ENTERED ON THIS PAGE IS CORRECT (INCLUDING OPTIONS ACCEPTED OR DECLINED BY ME), AND I AGREE TO ALL TERMS OF THIS AGREEMENT (PAGES 1, 2, 3 AND 4).  
 SIGNATURE ON FILE

LOSS DAMAGE WAIVER (LDW) DECLINES RATE PER	EMERGENCY SICKNESS PROTECTION (ESPI) OR AUTO TOW PROTECTION (ATP) DECLINES RATE/DAY
PERSONAL ACCIDENT AND EFFECTS OR CANCELLATION (PAC) DECLINES RATE/DAY	SUPPLEMENTAL LIABILITY INSURANCE (SLI) DECLINES RATE/DAY

RENTER IS RESPONSIBLE FOR ALL INJURY AND DAMAGE CAUSED BY UNAUTHORIZED DRIVERS  
 PREPARED BY 539 COMPUTED BY 2404 ALL CHARGES SUBJECT TO AUDIT  
 FORM # FLS-115-5 (5/98) ORIGINAL PAGE 1 OF 4

PASSENGER TICKET AND BAGGAGE CHECK

2161719460

SUBJECT TO CONDITIONS OF CONTRACT

ELECTRONIC TICKET  
American Airlines

PASSENGER RECEIPT 10F  
12JUN99 10181103

American Airlines

NAME OF PASSENGER OR TRAVELER: EPSTEIN/ALAN  
 AIRLINE: AA  
 CLASS: FLL 45E  
 CLASS DATE: 12JUN99  
 FROM: FT LAUDERDALE  
 TO: DALLAS FT WORTH  
 TICKET NO: 2161719460  
 SUB: 2

**NOT VALID FOR TRANSPORTATION THROUGHOUT YOUR JOURNEY**  
**RETAIN THIS RECEIPT**

EPSTEIN/ALAN  
 FT LAUDERDALE  
 DALLAS FT WORTH  
 SAN ANTONIO

ISSUED IN ACCORDANCE WITH  
 12JUN99 01 25 RR SAN ANTONIO 1058 02 END 2FLL2DFW2 XFFLL3DFW2

FARE	1250.00	FORM OF PAYMENT	7K54186548637374181258565 0402
TAXES	100.00	STOCK CONTROL NUMBER	00105842522464
FEES	4.00		
TOTAL	6.00		

001 2161719460 2

NOT VALID FOR TRAVEL  
 001 2161719460 2

# Treasures, Inc.

170 • SUITE 320 • LOS ANGELES, CA 90045

(310) 776-4803 • FAX (310) 845-5706

DLA No. 4020078-10



INVOICE/TREASURES

## 52249



EPSTEIN/ALAN

JUN 11 1999

SAN DIEGO → ATLANTA  
 SEAT- 1A  
 EQUIP-738  
 FREQ FLYER: DL 2287097550  
 ATLANTA → FT. LAUDERDALE  
 SEAT- 3F  
 EQUIP-767  
 FREQ FLYER: DL 2287097550

DELTA 314 11 JUN 99 1020P 533A  
 SNACK- CONFIRMED  
 ELAPSED TIME- 4:03

DELTA 1927 12 JUN 99 620A 801A  
 SNACK CONFIRMED  
 ELAPSED TIME- 1:41

TICKET NUMBERS/S:  
EPSTEIN/ALAN

7961173207

CARD

AIR TRANSPORTATION

850.00

TAX

78.00

TTL

928.00

SUB TOTAL

928.00

CREDIT CARD PAYMENT

928.00-

AMOUNT DUE

0.00

THERE WILL BE A SERVICE CHARGE FOR CANCELLATIONS OR REFUNDS. WE RECOMMEND AND OFFER TRAVEL INSURANCE.

PROSKAUER ROSE LLP

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7383  
Telephone 561.241.7400  
Elsewhere in Florida  
800.432.7746  
Fax 561.241.7145

NEW YORK  
LOS ANGELES  
WASHINGTON DC  
CLIFTON NJ  
PARIS

**Mara Lerner Robbins**  
Attorney At Law

Direct Dial 561.995.4764  
mrobbins@proskauer.com

VIA FEDERAL EXPRESS

August 18, 1999

Mr. James F. Armstrong  
126 Buttonwood Drive  
Fair Haven, New Jersey 07704

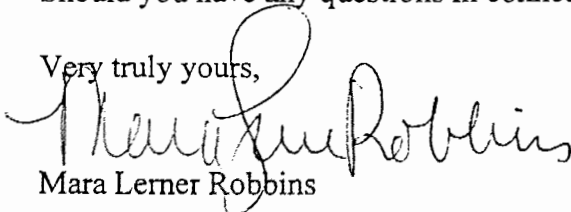
Re: iviewit.com LLC Promissory Note

Dear Mr. Armstrong:

In connection with your subscription for a promissory note pursuant to the Subscription Letter Agreement dated July 8, 1999 by and between you and iviewit.com LLC, enclosed herewith is a promissory note (the "Note") for the principal amount of \$15,000. Please be sure to maintain the Note in a safe place.

Should you have any questions in connection with the enclosed, please feel free to contact me.

Very truly yours,



Mara Lerner Robbins

MLR/jbz  
Enclosure

cc: Christopher C. Wheeler, Esq.  
Donald E. "Rocky" Thompson, Esq.

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. NEITHER THIS PROMISSORY NOTE NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED UNLESS THIS PROMISSORY NOTE IS FIRST REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND/OR QUALIFIED UNDER ALL APPLICABLE STATE SECURITIES LAWS, OR UNTIL THE COMPANY SHALL HAVE RECEIVED AN OPINION OF LEGAL COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY, THAT THIS PROMISSORY NOTE MAY LAWFULLY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT SUCH REGISTRATION AND/OR QUALIFICATION IN RELIANCE UPON AN APPLICABLE EXEMPTION.

iviewit.com LLC

Promissory Note

\$15,000

Boca Raton, Florida  
July 15, 1999

For Value Received, the undersigned, iviewit.com LLC, a Delaware limited liability company (the "Company"), promises to pay to the order of James F. Armstrong, or any subsequent holder (the "Holder") of this Promissory Note ("Note"), the principal amount of Fifteen Thousand Dollars (\$15,000), plus interest at the rate of seven percent (7%) per annum. This Note is issued in accordance with that certain Subscription Letter Agreement between the Company and the Holder dated on July 8, 1999 (the "Letter Agreement"). The Holder shall be subject to certain rights, privileges and obligations (including the restrictions therein on transfer) set forth in the Letter Agreement.

The following is a statement of the rights of the Holder and the conditions to which this Note is subject, and to which the Holder, by the acceptance of this Note, agrees:

1. Principal and Interest Payments. All payments hereunder shall be payable in lawful money of the United States of America. The entire outstanding principal hereunder, together with interest at the rate of seven percent (7%) per annum, shall be due and payable on the earlier of (i) one (1) year from the date of this Note (July 15, 2000) or (ii) the receipt by the Company of funding pursuant to (a) a private placement of the Company's equity securities in excess of \$1,000,000, or (b) a loan from a commercial lending institution in an amount in excess of \$1,000,000, unless otherwise prepaid in accordance with the terms of this Note or, upon the occurrence of an Event of Default (as defined below) when declared due and payable by the Holder.

2. Place of Payment. Payment shall be made to the Holder at the address for the Holder set forth herein or at such other place as the Holder may designate in writing.

3. Optional Prepayment. The Company may prepay this Note, in whole or in part, at any time and from time to time, without notice or a premium or penalty. Any prepayments on this Note shall be applied first in payment of any accrued interest, and any remainder in payment of principal.

4. Default. In the event that:

(i) any payment of principal or interest under this Note is not paid within ten (10) days of receipt by the Company of written notice of the failure to make payment on the date when due;

(ii) the Company shall consent to the appointment of a receiver, trustee or liquidator of itself or of a substantial part of its property, or shall admit in writing its inability to pay its debts generally as they become due, or shall make a general assignment for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or a voluntary petition or answer seeking reorganization in a proceeding under any bankruptcy law (as now or hereafter in effect), or shall by voluntary petition, answer or consent, seeking relief under the provisions of any other now existing or future bankruptcy or other similar law providing for the reorganization or winding up of corporations, or shall, on a petition in bankruptcy filed against it be adjudicated a bankrupt, or the Company or its directors or a majority of its shareholders shall vote to dissolve or liquidate the Company; or

(iii) a court of competent jurisdiction shall enter an order, judgment or decree appointing, without the consent of the Company, a receiver, trustee or liquidator of the Company, or of all or any substantial part of the property of the Company, or approving a petition filed against the Company seeking a reorganization or arrangement of the Company under the Federal bankruptcy laws or any other applicable law or statute of the United States of America (which order, judgment or decree is not vacated within 90 days);

then, in any of such events, the entire principal and interest outstanding shall, at the option of Holder, immediately become due and payable.

5. Assignment. Subject to the restrictions described in the Letter Agreement, the rights and obligations of the Company and the Holder of this Note shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

6. Notices. All notices, requests, demands and other communications under this Note shall be in writing and hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested and properly addressed as follows:

To the Holder:

James F. Armstrong  
126 Buttonwood Drive  
Fair Haven, New Jersey 07704

To the Company:

iviewit.com LLC  
500 S.E. Mizner Boulevard  
Suite 102  
Boca Raton, Florida 33432  
Attn: Eliot I. Bernstein, President

All notices and other communications required or permitted under this Note which are addressed as provided in this Section 6, shall be deemed delivered (i) on the date delivered, if delivered personally and (ii) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Any party may from time to time change its address for the purpose of notices to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with the contents thereof.

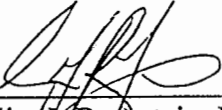
7. Amendments. This Note may not be amended or modified, except by an instrument in writing executed by the Company and the Holder.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, excluding that body of law relating to conflict of laws.

IN WITNESS WHEREOF, the Company has caused this Note to be issued this 15th day of July, 1999.

iviewit.com LLC

By: iviewit LLC, its Sole Member

By:   
Eliot I. Bernstein, President

Name of Holder: James F. Armstrong

Address: 126 Buttonwood Drive  
Fair Haven, New Jersey 07704

Florida Documentary stamp tax required by law has been paid or will be paid directly to the Department of Revenue in the amount of \$52.50.  
Cert. of Registration #59-1654259-47-01.



PROSKAUER ROSE LLP

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7383  
Telephone 561.241.7400  
Elsewhere in Florida  
800.432.7746  
Fax 561.241.7145

NEW YORK  
LOS ANGELES  
WASHINGTON DC  
CLIFTON NJ  
PARIS

Mara Lerner Robbins  
Attorney At Law

Direct Dial 561.995.4764  
mrobbins@proskauer.com

VIA FEDERAL EXPRESS

August 23, 1999

Mr. Simon Bernstein  
7020 Lions Head Lane  
Boca Raton, FL 33496

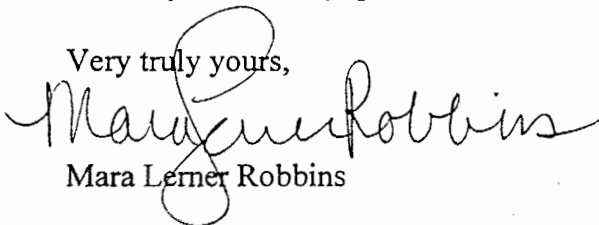
Re: iviewit.com LLC Promissory Note

Dear Simon:

In connection with your subscription for a promissory note pursuant to the Subscription Letter Agreement dated July 8, 1999 by and between you and iviewit.com LLC, enclosed herewith is a promissory note (the "Note") for the principal amount of \$30,000. Please be sure to maintain the Note in a safe place.

Should you have any questions in connection with the enclosed, please feel free to contact me.

Very truly yours,



Mara Lerner Robbins

MLR/jbz  
Enclosure

cc: Christopher C. Wheeler, Esq.  
Donald E. "Rocky" Thompson, Esq.

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. NEITHER THIS PROMISSORY NOTE NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED UNLESS THIS PROMISSORY NOTE IS FIRST REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND/OR QUALIFIED UNDER ALL APPLICABLE STATE SECURITIES LAWS, OR UNTIL THE COMPANY SHALL HAVE RECEIVED AN OPINION OF LEGAL COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY, THAT THIS PROMISSORY NOTE MAY LAWFULLY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT SUCH REGISTRATION AND/OR QUALIFICATION IN RELIANCE UPON AN APPLICABLE EXEMPTION.

iviewit.com LLC

Promissory Note

\$30,000

Boca Raton, Florida  
July 15, 1999

For Value Received, the undersigned, iviewit.com LLC, a Delaware limited liability company (the "Company"), promises to pay to the order of Simon L. Bernstein, or any subsequent holder (the "Holder") of this Promissory Note ("Note"), the principal amount of Thirty Thousand Dollars (\$30,000), plus interest at the rate of seven percent (7%) per annum. This Note is issued in accordance with that certain Subscription Letter Agreement between the Company and the Holder dated on July 8, 1999 (the "Letter Agreement"). The Holder shall be subject to certain rights, privileges and obligations (including the restrictions therein on transfer) set forth in the Letter Agreement.

The following is a statement of the rights of the Holder and the conditions to which this Note is subject, and to which the Holder, by the acceptance of this Note, agrees:

1. Principal and Interest Payments. All payments hereunder shall be payable in lawful money of the United States of America. The entire outstanding principal hereunder, together with interest at the rate of seven percent (7%) per annum, shall be due and payable on the earlier of (i) one (1) year from the date of this Note (July 15, 2000) or (ii) the receipt by the Company of funding pursuant to (a) a private placement of the Company's equity securities in excess of \$1,000,000, or (b) a loan from a commercial lending institution in an amount in excess of \$1,000,000, unless otherwise prepaid in accordance with the terms of this Note or, upon the occurrence of an Event of Default (as defined below) when declared due and payable by the Holder.

2. Place of Payment. Payment shall be made to the Holder at the address for the Holder set forth herein or at such other place as the Holder may designate in writing.

3. Optional Prepayment. The Company may prepay this Note, in whole or in part, at any time and from time to time, without notice or a premium or penalty. Any prepayments on this Note shall be applied first in payment of any accrued interest, and any remainder in payment of principal.

4. Default. In the event that:

(i) any payment of principal or interest under this Note is not paid within ten (10) days of receipt by the Company of written notice of the failure to make payment on the date when due;

(ii) the Company shall consent to the appointment of a receiver, trustee or liquidator of itself or of a substantial part of its property, or shall admit in writing its inability to pay its debts generally as they become due, or shall make a general assignment for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or a voluntary petition or answer seeking reorganization in a proceeding under any bankruptcy law (as now or hereafter in effect), or shall by voluntary petition, answer or consent, seeking relief under the provisions of any other now existing or future bankruptcy or other similar law providing for the reorganization or winding up of corporations, or shall, on a petition in bankruptcy filed against it be adjudicated a bankrupt, or the Company or its directors or a majority of its shareholders shall vote to dissolve or liquidate the Company; or

(iii) a court of competent jurisdiction shall enter an order, judgment or decree appointing, without the consent of the Company, a receiver, trustee or liquidator of the Company, or of all or any substantial part of the property of the Company, or approving a petition filed against the Company seeking a reorganization or arrangement of the Company under the Federal bankruptcy laws or any other applicable law or statute of the United States of America (which order, judgment or decree is not vacated within 90 days);

then, in any of such events, the entire principal and interest outstanding shall, at the option of Holder, immediately become due and payable.

5. Assignment. Subject to the restrictions described in the Letter Agreement, the rights and obligations of the Company and the Holder of this Note shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

6. Notices. All notices, requests, demands and other communications under this Note shall be in writing and hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested and properly addressed as follows:

To the Holder:

Simon L. Bernstein  
7020 Lions Head Lane  
Boca Raton, Florida 33496

To the Company:

iviewit.com LLC  
500 S.E. Mizner Boulevard  
Suite 102  
Boca Raton, Florida 33432  
Attn: Eliot I. Bernstein, President

All notices and other communications required or permitted under this Note which are addressed as provided in this Section 6, shall be deemed delivered (i) on the date delivered, if delivered personally and (ii) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Any party may from time to time change its address for the purpose of notices to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with the contents thereof.

7. Amendments. This Note may not be amended or modified, except by an instrument in writing executed by the Company and the Holder.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, excluding that body of law relating to conflict of laws.

IN WITNESS WHEREOF, the Company has caused this Note to be issued this 15th day of July, 1999.

iviewit.com LLC

By: iviewit LLC, its Sole Member

By:   
\_\_\_\_\_

Elliot I. Bernstein

Name of Holder: Simon L. Bernstein

Address: 7020 Lions Head Lane  
Boca Raton, Florida 33496

PROSKAUER ROSE LLP

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360  
Telephone 561.241.7400  
Elsewhere in Florida  
800.432.7746  
Fax 561.241.7145

NEW YORK  
LOS ANGELES  
WASHINGTON  
NEWARK  
PARIS

Direct Dial 561.995.4704

VIA FEDERAL EXPRESS

November 9, 1999

Ms. Donna Dietz  
2002 Circle Drive  
Hermosa Beach, California 90254

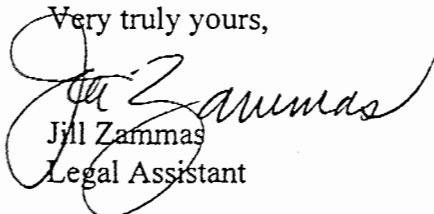
Re: iviewit.com LLC Promissory Note

Dear Ms. Dietz:

In connection with your subscription for a promissory note pursuant to the Subscription Letter Agreement dated July 8, 1999 by and between you and iviewit.com LLC, enclosed herewith is a promissory note (the "Note") for the principal amount of \$15,000. Please be sure to maintain the Note in a safe place.

Should you have any questions in connection with the enclosed, please feel free to contact either Mara Robbins or me.

Very truly yours,

  
Jill Zammas  
Legal Assistant

Enclosure

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. NEITHER THIS PROMISSORY NOTE NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED UNLESS THIS PROMISSORY NOTE IS FIRST REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND/OR QUALIFIED UNDER ALL APPLICABLE STATE SECURITIES LAWS, OR UNTIL THE COMPANY SHALL HAVE RECEIVED AN OPINION OF LEGAL COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY, THAT THIS PROMISSORY NOTE MAY LAWFULLY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT SUCH REGISTRATION AND/OR QUALIFICATION IN RELIANCE UPON AN APPLICABLE EXEMPTION.

iviewit.com LLC

Promissory Note

\$15,000

Boca Raton, Florida  
November 5, 1999

For Value Received, the undersigned, iviewit.com LLC, a Delaware limited liability company (the "Company"), promises to pay to the order of Donna Dietz, or any subsequent holder (the "Holder") of this Promissory Note ("Note"), the principal amount of Fifteen Thousand Dollars (\$15,000), plus interest at the rate of seven percent (7%) per annum. This Note is issued in accordance with that certain Subscription Letter Agreement between the Company and the Holder dated on July 8, 1999 (the "Letter Agreement"). The Holder shall be subject to certain rights, privileges and obligations (including the restrictions therein on transfer) set forth in the Letter Agreement.

The following is a statement of the rights of the Holder and the conditions to which this Note is subject, and to which the Holder, by the acceptance of this Note, agrees:

1. Principal and Interest Payments. All payments hereunder shall be payable in lawful money of the United States of America. The entire outstanding principal hereunder, together with interest at the rate of seven percent (7%) per annum, shall be due and payable on the earlier of (i) one (1) year from the date of this Note (November 5, 2000) or (ii) the receipt by the Company of funding pursuant to (a) a private placement of the Company's equity securities in excess of \$1,000,000, or (b) a loan from a commercial lending institution in an amount in excess of \$1,000,000, unless otherwise prepaid in accordance with the terms of this Note or, upon the occurrence of an Event of Default (as defined below) when declared due and payable by the Holder.

2. Place of Payment. Payment shall be made to the Holder at the address for the Holder set forth herein or at such other place as the Holder may designate in writing.

3. Optional Prepayment. The Company may prepay this Note, in whole or in part, at any time and from time to time, without notice or a premium or penalty. Any prepayments on this Note shall be applied first in payment of any accrued interest, and any remainder in payment of principal.

4. Default. In the event that:

(i) any payment of principal or interest under this Note is not paid within ten (10) days of receipt by the Company of written notice of the failure to make payment on the date when due;

(ii) the Company shall consent to the appointment of a receiver, trustee or liquidator of itself or of a substantial part of its property, or shall admit in writing its inability to pay its debts generally as they become due, or shall make a general assignment for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or a voluntary petition or answer seeking reorganization in a proceeding under any bankruptcy law (as now or hereafter in effect), or shall by voluntary petition, answer or consent, seeking relief under the provisions of any other now existing or future bankruptcy or other similar law providing for the reorganization or winding up of corporations, or shall, on a petition in bankruptcy filed against it be adjudicated a bankrupt, or the Company or its directors or a majority of its shareholders shall vote to dissolve or liquidate the Company; or

(iii) a court of competent jurisdiction shall enter an order, judgment or decree appointing, without the consent of the Company, a receiver, trustee or liquidator of the Company, or of all or any substantial part of the property of the Company, or approving a petition filed against the Company seeking a reorganization or arrangement of the Company under the Federal bankruptcy laws or any other applicable law or statute of the United States of America (which order, judgment or decree is not vacated within 90 days);

then, in any of such events, the entire principal and interest outstanding shall, at the option of Holder, immediately become due and payable.

5. Assignment. Subject to the restrictions described in the Letter Agreement, the rights and obligations of the Company and the Holder of this Note shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.



6. Notices. All notices, requests, demands and other communications under this Note shall be in writing and hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested and properly addressed as follows:

To the Holder:

Donna Dietz  
2002 Circle Drive  
Hermosa Beach, California 90254

To the Company:

iviewit.com LLC  
2255 Glades Road, Suite 337 West  
Boca Raton, Florida 33431  
Attn: Brian G. Utley, President

All notices and other communications required or permitted under this Note which are addressed as provided in this Section 6, shall be deemed delivered (i) on the date delivered, if delivered personally and (ii) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Any party may from time to time change its address for the purpose of notices to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with the contents thereof.

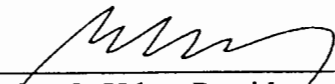
7. Amendments. This Note may not be amended or modified, except by an instrument in writing executed by the Company and the Holder.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, excluding that body of law relating to conflict of laws.

IN WITNESS WHEREOF, the Company has caused this Note to be issued this 5th day of November, 1999.

iviewit.com LLC

By: iviewit LLC, its Sole Member

By:   
Brian G. Utley, President

Name of Holder: Donna Dietz

Address: 2002 Circle Drive  
Hermosa Beach, California 90254

Florida Documentary stamp tax required by law has been paid or will be paid directly to the Department of Revenue in the amount of \$52.50.  
Cert. of Registration #59-1654259-47-01.

PROSKAUER ROSE LLP

5 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7383  
Telephone 561.241.7400  
Elsewhere in Florida  
800.432.7746  
Fax 561.241.7145

NEW YORK  
LOS ANGELES  
WASHINGTON DC  
CLIFTON NJ  
PARIS

**Mara Lerner Robbins**  
Attorney At Law

Direct Dial 561.995.4764  
mrobbins@proskauer.com

**VIA FEDERAL EXPRESS**

October 19, 1999

Mr. Andrew Dietz  
2002 Circle Drive  
Hermosa Beach, California 90254

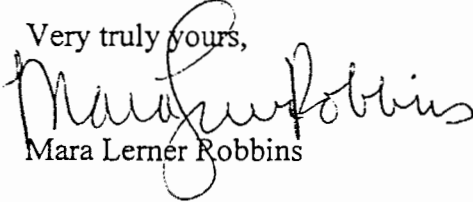
Re: iviewit.com LLC Promissory Note

Dear Mr. Dietz:

In connection with your subscription for a promissory note pursuant to the Subscription Letter Agreement dated September 27, 1999 by and between you and iviewit.com LLC, enclosed herewith is a promissory note (the "Note") for the principal amount of \$15,000. Please be sure to maintain the Note in a safe place.

Should you have any questions in connection with the enclosed, please feel free to contact me.

Very truly yours,

  
Mara Lerner Robbins

Enclosure

cc: Gerald Lewin  
Christopher C. Wheeler

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. NEITHER THIS PROMISSORY NOTE NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED UNLESS THIS PROMISSORY NOTE IS FIRST REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND/OR QUALIFIED UNDER ALL APPLICABLE STATE SECURITIES LAWS, OR UNTIL THE COMPANY SHALL HAVE RECEIVED AN OPINION OF LEGAL COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY, THAT THIS PROMISSORY NOTE MAY LAWFULLY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT SUCH REGISTRATION AND/OR QUALIFICATION IN RELIANCE UPON AN APPLICABLE EXEMPTION.

iviewit.com LLC

Promissory Note

\$15,000

Boca Raton, Florida  
October 19, 1999

For Value Received, the undersigned, iviewit.com LLC, a Delaware limited liability company (the "Company"), promises to pay to the order of Andrew Dietz, or any subsequent holder (the "Holder") of this Promissory Note ("Note"), the principal amount of Fifteen Thousand Dollars (\$15,000), plus interest at the rate of seven percent (7%) per annum. This Note is issued in accordance with that certain Subscription Letter Agreement between the Company and the Holder dated September 27, 1999 (the "Letter Agreement"). The Holder shall be subject to certain rights, privileges and obligations (including the restrictions therein on transfer) set forth in the Letter Agreement.

The following is a statement of the rights of the Holder and the conditions to which this Note is subject, and to which the Holder, by the acceptance of this Note, agrees:

1. Principal and Interest Payments. All payments hereunder shall be payable in lawful money of the United States of America. The entire outstanding principal hereunder, together with interest at the rate of seven percent (7%) per annum, shall be due and payable on the earlier of (i) one (1) year from the date of this Note (October 19, 2000) or (ii) the receipt by the Company of funding pursuant to (a) a private placement of the Company's equity securities in excess of \$1,000,000, or (b) a loan from a commercial lending institution in an amount in excess of \$1,000,000, unless otherwise prepaid in accordance with the terms of this Note or, upon the occurrence of an Event of Default (as defined below) when declared due and payable by the Holder.

2. Place of Payment. Payment shall be made to the Holder at the address for the Holder set forth herein or at such other place as the Holder may designate in writing.

3. Optional Prepayment. The Company may prepay this Note, in whole or in part, at any time and from time to time, without notice or a premium or penalty. Any prepayments on this Note shall be applied first in payment of any accrued interest, and any remainder in payment of principal.

4. Default. In the event that:

(i) any payment of principal or interest under this Note is not paid within ten (10) days of receipt by the Company of written notice of the failure to make payment on the date when due;

(ii) the Company shall consent to the appointment of a receiver, trustee or liquidator of itself or of a substantial part of its property, or shall admit in writing its inability to pay its debts generally as they become due, or shall make a general assignment for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or a voluntary petition or answer seeking reorganization in a proceeding under any bankruptcy law (as now or hereafter in effect), or shall by voluntary petition, answer or consent, seeking relief under the provisions of any other now existing or future bankruptcy or other similar law providing for the reorganization or winding up of corporations, or shall, on a petition in bankruptcy filed against it be adjudicated a bankrupt, or the Company or its directors or a majority of its shareholders shall vote to dissolve or liquidate the Company; or

(iii) a court of competent jurisdiction shall enter an order, judgment or decree appointing, without the consent of the Company, a receiver, trustee or liquidator of the Company, or of all or any substantial part of the property of the Company, or approving a petition filed against the Company seeking a reorganization or arrangement of the Company under the Federal bankruptcy laws or any other applicable law or statute of the United States of America (which order, judgment or decree is not vacated within 90 days);

then, in any of such events, the entire principal and interest outstanding shall, at the option of Holder, immediately become due and payable.

5. Assignment. Subject to the restrictions described in the Letter Agreement, the rights and obligations of the Company and the Holder of this Note shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

6. Notices. All notices, requests, demands and other communications under this Note shall be in writing and hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested and properly addressed as follows:

To the Holder:

Andrew Dietz  
2002 Circle Drive  
Hermosa Beach, California 90254

To the Company:

iviewit.com LLC  
2255 Glades Road  
Suite 337 West  
Boca Raton, Florida 33431  
Attn: Brian G. Utley, President

All notices and other communications required or permitted under this Note which are addressed as provided in this Section 6, shall be deemed delivered (i) on the date delivered, if delivered personally and (ii) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Any party may from time to time change its address for the purpose of notices to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with the contents thereof.

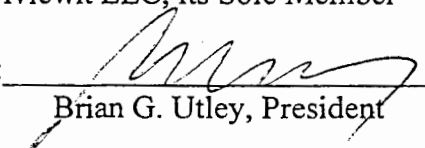
7. Amendments. This Note may not be amended or modified, except by an instrument in writing executed by the Company and the Holder.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, excluding that body of law relating to conflict of laws.

IN WITNESS WHEREOF, the Company has caused this Note to be issued this 19<sup>th</sup> day of October, 1999.

iviewit.com LLC

By: iviewit LLC, its Sole Member

By:   
Brian G. Utley, President

Name of Holder: Andrew Dietz

Address: 2002 Circle Drive

Hermosa Beach, California 90254

PROSKAUER ROSE LLP

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7383  
Telephone 561.241.7400  
Elsewhere in Florida  
800.432.7746  
Fax 561.241.7145

NEW YORK  
LOS ANGELES  
WASHINGTON DC  
CLIFTON NJ  
PARIS

**Mara Lerner Robbins**  
Attorney At Law

Direct Dial 561.995.4764  
mrobbins@proskauer.com

VIA FEDERAL EXPRESS

August 18, 1999

Ms. Lisa Friedstein  
2142 Churchill Lane  
Highland Park, IL 60035

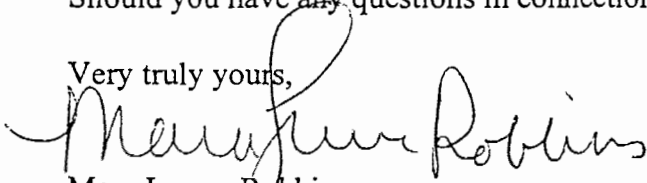
Re: iviewit.com LLC Promissory Note

Dear Ms. Friedstein:

In connection with your subscription for a promissory note pursuant to the Subscription Letter Agreement dated July 8, 1999 by and between you and iviewit.com LLC, enclosed herewith is a promissory note (the "Note") for the principal amount of \$15,000. Please be sure to maintain the Note in a safe place.

Should you have any questions in connection with the enclosed, please feel free to contact me.

Very truly yours,



Mara Lerner Robbins

MLR/jbz  
Enclosure

cc: Christopher C. Wheeler, Esq.  
Donald E. "Rocky" Thompson, Esq.



THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. NEITHER THIS PROMISSORY NOTE NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED UNLESS THIS PROMISSORY NOTE IS FIRST REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND/OR QUALIFIED UNDER ALL APPLICABLE STATE SECURITIES LAWS, OR UNTIL THE COMPANY SHALL HAVE RECEIVED AN OPINION OF LEGAL COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY, THAT THIS PROMISSORY NOTE MAY LAWFULLY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT SUCH REGISTRATION AND/OR QUALIFICATION IN RELIANCE UPON AN APPLICABLE EXEMPTION.

iviewit.com LLC

Promissory Note

\$15,000

Boca Raton, Florida  
July 15, 1999

For Value Received, the undersigned, iviewit.com LLC, a Delaware limited liability company (the "Company"), promises to pay to the order of Lisa Friedstein, or any subsequent holder (the "Holder") of this Promissory Note ("Note"), the principal amount of Fifteen Thousand Dollars (\$15,000), plus interest at the rate of seven percent (7%) per annum. This Note is issued in accordance with that certain Subscription Letter Agreement between the Company and the Holder dated on July 8, 1999 (the "Letter Agreement"). The Holder shall be subject to certain rights, privileges and obligations (including the restrictions therein on transfer) set forth in the Letter Agreement.

The following is a statement of the rights of the Holder and the conditions to which this Note is subject, and to which the Holder, by the acceptance of this Note, agrees:

1. Principal and Interest Payments. All payments hereunder shall be payable in lawful money of the United States of America. The entire outstanding principal hereunder, together with interest at the rate of seven percent (7%) per annum, shall be due and payable on the earlier of (i) one (1) year from the date of this Note (July 15, 2000) or (ii) the receipt by the Company of funding pursuant to (a) a private placement of the Company's equity securities in excess of \$1,000,000, or (b) a loan from a commercial lending institution in an amount in excess of \$1,000,000, unless otherwise prepaid in accordance with the terms of this Note or, upon the occurrence of an Event of Default (as defined below) when declared due and payable by the Holder.

2. Place of Payment. Payment shall be made to the Holder at the address for the Holder set forth herein or at such other place as the Holder may designate in writing.

3. Optional Prepayment. The Company may prepay this Note, in whole or in part, at any time and from time to time, without notice or a premium or penalty. Any prepayments on this Note shall be applied first in payment of any accrued interest, and any remainder in payment of principal.

4. Default. In the event that:

(i) any payment of principal or interest under this Note is not paid within ten (10) days of receipt by the Company of written notice of the failure to make payment on the date when due;

(ii) the Company shall consent to the appointment of a receiver, trustee or liquidator of itself or of a substantial part of its property, or shall admit in writing its inability to pay its debts generally as they become due, or shall make a general assignment for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or a voluntary petition or answer seeking reorganization in a proceeding under any bankruptcy law (as now or hereafter in effect), or shall by voluntary petition, answer or consent, seeking relief under the provisions of any other now existing or future bankruptcy or other similar law providing for the reorganization or winding up of corporations, or shall, on a petition in bankruptcy filed against it be adjudicated a bankrupt, or the Company or its directors or a majority of its shareholders shall vote to dissolve or liquidate the Company; or

(iii) a court of competent jurisdiction shall enter an order, judgment or decree appointing, without the consent of the Company, a receiver, trustee or liquidator of the Company, or of all or any substantial part of the property of the Company, or approving a petition filed against the Company seeking a reorganization or arrangement of the Company under the Federal bankruptcy laws or any other applicable law or statute of the United States of America (which order, judgment or decree is not vacated within 90 days);

then, in any of such events, the entire principal and interest outstanding shall, at the option of Holder, immediately become due and payable.

5. Assignment. Subject to the restrictions described in the Letter Agreement, the rights and obligations of the Company and the Holder of this Note shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

6. Notices. All notices, requests, demands and other communications under this Note shall be in writing and hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested and properly addressed as follows:

To the Holder:

Lisa Friedstein  
2142 Churchill Lane  
Highland Park, Illinois 60035

To the Company:

iviewit.com LLC  
500 S.E. Mizner Boulevard  
Suite 102  
Boca Raton, Florida 33432  
Attn: Eliot I. Bernstein, President

All notices and other communications required or permitted under this Note which are addressed as provided in this Section 6, shall be deemed delivered (i) on the date delivered, if delivered personally and (ii) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Any party may from time to time change its address for the purpose of notices to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with the contents thereof.

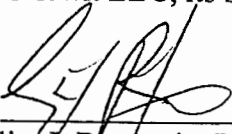
7. Amendments. This Note may not be amended or modified, except by an instrument in writing executed by the Company and the Holder.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, excluding that body of law relating to conflict of laws.

IN WITNESS WHEREOF, the Company has caused this Note to be issued this 15th day of July, 1999.

iviewit.com LLC

By: iviewit LLC, its Sole Member

By:   
Eliot I. Bernstein, President

Name of Holder: Lisa Friedstein

Address: 2142 Churchill Lane  
Highland Park, Illinois 60035

Florida Documentary stamp tax required by law has been paid or will be paid directly to the Department of Revenue in the amount of \$52.50.  
Cert. of Registration #59-1654259-47-01.

PROSKAUER ROSE LLP

2250 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7383  
Telephone 561.241.7400  
Elsewhere in Florida  
800.432.7746  
Fax 561.241.7145

NEW YORK  
LOS ANGELES  
WASHINGTON DC  
CLIFTON NJ  
PARIS

Mara Lerner Robbins  
Attorney At Law

Direct Dial 561.995.4764  
mrobbins@proskauer.com

VIA FEDERAL EXPRESS

August 18, 1999

Mr. Guy Iantoni  
33 West Huron  
Chicago, IL 60610

*Sent to  
Gill Iantoni's  
work address*

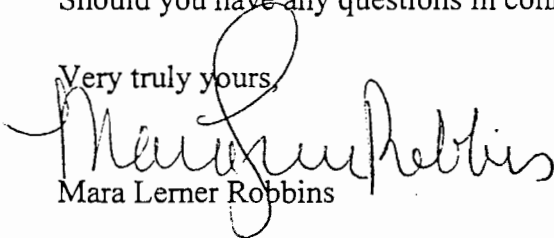
Re: iviewit.com LLC Promissory Note

Dear Mr. Iantoni:

In connection with your subscription for a promissory note pursuant to the Subscription Letter Agreement dated July 8, 1999 by and between you and iviewit.com LLC, enclosed herewith is a promissory note (the "Note") for the principal amount of \$11,790. Please be sure to maintain the Note in a safe place.

Should you have any questions in connection with the enclosed, please feel free to contact me.

Very truly yours,

  
Mara Lerner Robbins

MLR/jbz  
Enclosure

cc: Christopher C. Wheeler, Esq.  
Donald E. "Rocky" Thompson, Esq.

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. NEITHER THIS PROMISSORY NOTE NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED UNLESS THIS PROMISSORY NOTE IS FIRST REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND/OR QUALIFIED UNDER ALL APPLICABLE STATE SECURITIES LAWS, OR UNTIL THE COMPANY SHALL HAVE RECEIVED AN OPINION OF LEGAL COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY, THAT THIS PROMISSORY NOTE MAY LAWFULLY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT SUCH REGISTRATION AND/OR QUALIFICATION IN RELIANCE UPON AN APPLICABLE EXEMPTION.

iviewit.com LLC

Promissory Note

\$11,790

Boca Raton, Florida  
July 15, 1999

For Value Received, the undersigned, iviewit.com LLC, a Delaware limited liability company (the "Company"), promises to pay to the order of Guy Iantoni, or any subsequent holder (the "Holder") of this Promissory Note ("Note"), the principal amount of Eleven Thousand Seven Hundred Ninety Dollars (\$11,790), plus interest at the rate of seven percent (7%) per annum. This Note is issued in accordance with that certain Subscription Letter Agreement between the Company and the Holder dated on July 8, 1999 (the "Letter Agreement"). The Holder shall be subject to certain rights, privileges and obligations (including the restrictions therein on transfer) set forth in the Letter Agreement.

The following is a statement of the rights of the Holder and the conditions to which this Note is subject, and to which the Holder, by the acceptance of this Note, agrees:

1. Principal and Interest Payments. All payments hereunder shall be payable in lawful money of the United States of America. The entire outstanding principal hereunder, together with interest at the rate of seven percent (7%) per annum, shall be due and payable on the earlier of (i) one (1) year from the date of this Note (July 15, 2000) or (ii) the receipt by the Company of funding pursuant to (a) a private placement of the Company's equity securities in excess of \$1,000,000, or (b) a loan from a commercial lending institution in an amount in excess of \$1,000,000, unless otherwise prepaid in accordance with the terms of this Note or, upon the occurrence of an Event of Default (as defined below) when declared due and payable by the Holder.

2. Place of Payment. Payment shall be made to the Holder at the address for the Holder set forth herein or at such other place as the Holder may designate in writing.

3. Optional Prepayment. The Company may prepay this Note, in whole or in part, at any time and from time to time, without notice or a premium or penalty. Any prepayments on this Note shall be applied first in payment of any accrued interest, and any remainder in payment of principal.

4. Default. In the event that:

(i) any payment of principal or interest under this Note is not paid within ten (10) days of receipt by the Company of written notice of the failure to make payment on the date when due;

(ii) the Company shall consent to the appointment of a receiver, trustee or liquidator of itself or of a substantial part of its property, or shall admit in writing its inability to pay its debts generally as they become due, or shall make a general assignment for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or a voluntary petition or answer seeking reorganization in a proceeding under any bankruptcy law (as now or hereafter in effect), or shall by voluntary petition, answer or consent, seeking relief under the provisions of any other now existing or future bankruptcy or other similar law providing for the reorganization or winding up of corporations, or shall, on a petition in bankruptcy filed against it be adjudicated a bankrupt, or the Company or its directors or a majority of its shareholders shall vote to dissolve or liquidate the Company; or

(iii) a court of competent jurisdiction shall enter an order, judgment or decree appointing, without the consent of the Company, a receiver, trustee or liquidator of the Company, or of all or any substantial part of the property of the Company, or approving a petition filed against the Company seeking a reorganization or arrangement of the Company under the Federal bankruptcy laws or any other applicable law or statute of the United States of America (which order, judgment or decree is not vacated within 90 days);

then, in any of such events, the entire principal and interest outstanding shall, at the option of Holder, immediately become due and payable.

5. Assignment. Subject to the restrictions described in the Letter Agreement, the rights and obligations of the Company and the Holder of this Note shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

6. Notices. All notices, requests, demands and other communications under this Note shall be in writing and hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested and properly addressed as follows:

To the Holder:

Guy Iantoni  
33 West Huron Street, Suite 507  
Chicago, Illinois 60610

To the Company:

iviewit.com LLC  
500 S.E. Mizner Boulevard  
Suite 102  
Boca Raton, Florida 33432  
Attn: Eliot I. Bernstein, President

All notices and other communications required or permitted under this Note which are addressed as provided in this Section 6, shall be deemed delivered (i) on the date delivered, if delivered personally and (ii) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Any party may from time to time change its address for the purpose of notices to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with the contents thereof.

7. Amendments. This Note may not be amended or modified, except by an instrument in writing executed by the Company and the Holder.

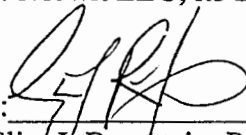
8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, excluding that body of law relating to conflict of laws.



IN WITNESS WHEREOF, the Company has caused this Note to be issued this 15th day of July, 1999.

iviewit.com LLC

By: iviewit LLC, its Sole Member

By:   
Eliot I. Bernstein, President

Name of Holder: Guy Iantoni

Address: 33 West Huron Street  
Suite 507  
Chicago, Illinois 60610

Florida Documentary stamp tax required by law has been paid or will be paid directly to the Department of Revenue in the amount of \$41.30  
Cert. of Registration #59-1654259-47-01.

PROSKAUER ROSE LLP

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360  
Telephone 561.241.7400  
Elsewhere in Florida  
800.432.7746  
Fax 561.241.7145

NEW YORK  
LOS ANGELES  
WASHINGTON DC  
CLIFTON NJ  
PARIS

**Mara Lerner Robbins**  
Attorney At Law

Direct Dial 561.995.4764  
mrobbins@proskauer.com

November 5, 1999

Mr. Guy Iantoni  
iviewit.com LLC  
2255 Glades Road  
Suite 337W  
Boca Raton, FL 33431

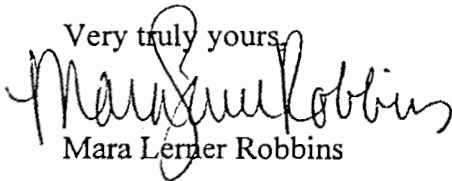
Re: iviewit.com LLC Promissory Note

Dear Mr. Iantoni:

In connection with your subscription for a promissory note pursuant to the Subscription Letter Agreement dated October 8, 1999 by and between you and iviewit.com LLC, enclosed herewith is a promissory note (the "Note") for the principal amount of \$3,210. Please be sure to maintain the Note in a safe place.

Should you have any questions in connection with the enclosed, please feel free to contact me.

Very truly yours,



Mara Lerner Robbins

MLR/jbz  
Enclosure

cc: Christopher C. Wheeler, Esq.  
Donald E. "Rocky" Thompson, Esq.

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. NEITHER THIS PROMISSORY NOTE NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED UNLESS THIS PROMISSORY NOTE IS FIRST REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND/OR QUALIFIED UNDER ALL APPLICABLE STATE SECURITIES LAWS, OR UNTIL THE COMPANY SHALL HAVE RECEIVED AN OPINION OF LEGAL COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY, THAT THIS PROMISSORY NOTE MAY LAWFULLY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT SUCH REGISTRATION AND/OR QUALIFICATION IN RELIANCE UPON AN APPLICABLE EXEMPTION.

iviewit.com LLC

Promissory Note

\$3,210

Boca Raton, Florida  
November 5, 1999

For Value Received, the undersigned, iviewit.com LLC, a Delaware limited liability company (the "Company"), promises to pay to the order of Guy Iantoni, or any subsequent holder (the "Holder") of this Promissory Note ("Note"), the principal amount of Three Thousand Two Hundred Ten Dollars (\$3,210), plus interest at the rate of seven percent (7%) per annum. This Note is issued in accordance with that certain Subscription Letter Agreement between the Company and the Holder dated on October 8, 1999 (the "Letter Agreement"). The Holder shall be subject to certain rights, privileges and obligations (including the restrictions therein on transfer) set forth in the Letter Agreement.

The following is a statement of the rights of the Holder and the conditions to which this Note is subject, and to which the Holder, by the acceptance of this Note, agrees:

1. Principal and Interest Payments. All payments hereunder shall be payable in lawful money of the United States of America. The entire outstanding principal hereunder, together with interest at the rate of seven percent (7%) per annum, shall be due and payable on the earlier of (i) one (1) year from the date of this Note (November 5, 2000) or (ii) the receipt by the Company of funding pursuant to (a) a private placement of the Company's equity securities in excess of \$1,000,000, or (b) a loan from a commercial lending institution in an amount in excess of \$1,000,000, unless otherwise prepaid in accordance with the terms of this Note or, upon the occurrence of an Event of Default (as defined below) when declared due and payable by the Holder.

2. Place of Payment. Payment shall be made to the Holder at the address for the Holder set forth herein or at such other place as the Holder may designate in writing.

3. Optional Prepayment. The Company may prepay this Note, in whole or in part, at any time and from time to time, without notice or a premium or penalty. Any prepayments on this Note shall be applied first in payment of any accrued interest, and any remainder in payment of principal.

4. Default. In the event that:

(i) any payment of principal or interest under this Note is not paid within ten (10) days of receipt by the Company of written notice of the failure to make payment on the date when due;

(ii) the Company shall consent to the appointment of a receiver, trustee or liquidator of itself or of a substantial part of its property, or shall admit in writing its inability to pay its debts generally as they become due, or shall make a general assignment for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or a voluntary petition or answer seeking reorganization in a proceeding under any bankruptcy law (as now or hereafter in effect), or shall by voluntary petition, answer or consent, seeking relief under the provisions of any other now existing or future bankruptcy or other similar law providing for the reorganization or winding up of corporations, or shall, on a petition in bankruptcy filed against it be adjudicated a bankrupt, or the Company or its directors or a majority of its shareholders shall vote to dissolve or liquidate the Company; or

(iii) a court of competent jurisdiction shall enter an order, judgment or decree appointing, without the consent of the Company, a receiver, trustee or liquidator of the Company, or of all or any substantial part of the property of the Company, or approving a petition filed against the Company seeking a reorganization or arrangement of the Company under the Federal bankruptcy laws or any other applicable law or statute of the United States of America (which order, judgment or decree is not vacated within 90 days);

then, in any of such events, the entire principal and interest outstanding shall, at the option of Holder, immediately become due and payable.

5. Assignment. Subject to the restrictions described in the Letter Agreement, the rights and obligations of the Company and the Holder of this Note shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

6. Notices. All notices, requests, demands and other communications under this Note shall be in writing and hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested and properly addressed as follows:

To the Holder:

Guy Iantoni  
2255 Glades Road, Suite 337W  
Boca Raton, FL 33431

To the Company:

iviewit.com LLC  
2255 Glades Road, Suite 337W  
Boca Raton, Florida 33431  
Attn: Brian Utley, President

All notices and other communications required or permitted under this Note which are addressed as provided in this Section 6, shall be deemed delivered (i) on the date delivered, if delivered personally and (ii) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Any party may from time to time change its address for the purpose of notices to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with the contents thereof.

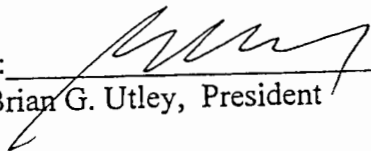
7. Amendments. This Note may not be amended or modified, except by an instrument in writing executed by the Company and the Holder.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, excluding that body of law relating to conflict of laws.

IN WITNESS WHEREOF, the Company has caused this Note to be issued this 5th day of November, 1999.

iviewit.com LLC

By: iviewit LLC, its Sole Member

By:   
Brian G. Utley, President

Name of Holder: Guy Iantoni

Address: 2255 Glades Road, Suite 337W  
Boca Raton, FL 33431

Florida Documentary stamp tax required by law has been paid or will be paid directly to the Department of Revenue in the amount of \$11.55.  
Cert. of Registration #59-1654259-47-01.

PROSKAUER ROSE LLP

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7383  
Telephone 561.241.7400  
Elsewhere in Florida  
800.432.7746  
Fax 561.241.7145

NEW YORK  
LOS ANGELES  
WASHINGTON DC  
CLIFTON NJ  
PARIS

Mara Lerner Robbins  
Attorney At Law

Direct Dial 561.995.4764  
mrobbins@proskauer.com

VIA FEDERAL EXPRESS

August 18, 1999

Ms. Jill Iantoni  
33 West Huron  
Chicago, IL 60610

Re: iviewit.com LLC Promissory Note

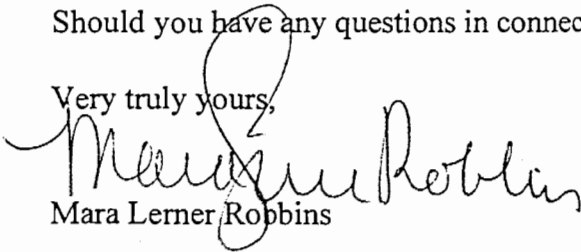
*Sent to Carlyle Group  
The Whitney  
625 Michigan Avenue  
Suite 2100  
Chicago, IL 60611  
Jill Iantoni*

Dear Ms. Iantoni:

In connection with your subscription for a promissory note pursuant to the Subscription Letter Agreement dated July 8, 1999 by and between you and iviewit.com LLC, enclosed herewith is a promissory note (the "Note") for the principal amount of \$10,000. Please be sure to maintain the Note in a safe place.

Should you have any questions in connection with the enclosed, please feel free to contact me.

Very truly yours,

  
Mara Lerner Robbins

MLR/jbz  
Enclosure

cc: Christopher C. Wheeler, Esq.  
Donald E. "Rocky" Thompson, Esq.

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. NEITHER THIS PROMISSORY NOTE NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED UNLESS THIS PROMISSORY NOTE IS FIRST REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND/OR QUALIFIED UNDER ALL APPLICABLE STATE SECURITIES LAWS, OR UNTIL THE COMPANY SHALL HAVE RECEIVED AN OPINION OF LEGAL COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY, THAT THIS PROMISSORY NOTE MAY LAWFULLY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT SUCH REGISTRATION AND/OR QUALIFICATION IN RELIANCE UPON AN APPLICABLE EXEMPTION.

iviewit.com LLC

Promissory Note

\$10,000

Boca Raton, Florida  
July 15, 1999

For Value Received, the undersigned, iviewit.com LLC, a Delaware limited liability company (the "Company"), promises to pay to the order of Jill Iantoni, or any subsequent holder (the "Holder") of this Promissory Note ("Note"), the principal amount of Ten Thousand Dollars (\$10,000), plus interest at the rate of seven percent (7%) per annum. This Note is issued in accordance with that certain Subscription Letter Agreement between the Company and the Holder dated on July 8, 1999 (the "Letter Agreement"). The Holder shall be subject to certain rights, privileges and obligations (including the restrictions therein on transfer) set forth in the Letter Agreement.

The following is a statement of the rights of the Holder and the conditions to which this Note is subject, and to which the Holder, by the acceptance of this Note, agrees:

1. Principal and Interest Payments. All payments hereunder shall be payable in lawful money of the United States of America. The entire outstanding principal hereunder, together with interest at the rate of seven percent (7%) per annum, shall be due and payable on the earlier of (i) one (1) year from the date of this Note (July 15, 2000) or (ii) the receipt by the Company of funding pursuant to (a) a private placement of the Company's equity securities in excess of \$1,000,000, or (b) a loan from a commercial lending institution in an amount in excess of \$1,000,000, unless otherwise prepaid in accordance with the terms of this Note or, upon the occurrence of an Event of Default (as defined below) when declared due and payable by the Holder.



2. Place of Payment. Payment shall be made to the Holder at the address for the Holder set forth herein or at such other place as the Holder may designate in writing.

3. Optional Prepayment. The Company may prepay this Note, in whole or in part, at any time and from time to time, without notice or a premium or penalty. Any prepayments on this Note shall be applied first in payment of any accrued interest, and any remainder in payment of principal.

4. Default. In the event that:

(i) any payment of principal or interest under this Note is not paid within ten (10) days of receipt by the Company of written notice of the failure to make payment on the date when due;

(ii) the Company shall consent to the appointment of a receiver, trustee or liquidator of itself or of a substantial part of its property, or shall admit in writing its inability to pay its debts generally as they become due, or shall make a general assignment for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or a voluntary petition or answer seeking reorganization in a proceeding under any bankruptcy law (as now or hereafter in effect), or shall by voluntary petition, answer or consent, seeking relief under the provisions of any other now existing or future bankruptcy or other similar law providing for the reorganization or winding up of corporations, or shall, on a petition in bankruptcy filed against it be adjudicated a bankrupt, or the Company or its directors or a majority of its shareholders shall vote to dissolve or liquidate the Company; or

(iii) a court of competent jurisdiction shall enter an order, judgment or decree appointing, without the consent of the Company, a receiver, trustee or liquidator of the Company, or of all or any substantial part of the property of the Company, or approving a petition filed against the Company seeking a reorganization or arrangement of the Company under the Federal bankruptcy laws or any other applicable law or statute of the United States of America (which order, judgment or decree is not vacated within 90 days);

then, in any of such events, the entire principal and interest outstanding shall, at the option of Holder, immediately become due and payable.

5. Assignment. Subject to the restrictions described in the Letter Agreement, the rights and obligations of the Company and the Holder of this Note shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

6. Notices. All notices, requests, demands and other communications under this Note shall be in writing and hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested and properly addressed as follows:

To the Holder:

Jill Iantoni  
33 West Huron Street, Suite 507  
Chicago, Illinois 60610

To the Company:

iviewit.com LLC  
500 S.E. Mizner Boulevard  
Suite 102  
Boca Raton, Florida 33432  
Attn: Eliot I. Bernstein, President

All notices and other communications required or permitted under this Note which are addressed as provided in this Section 6, shall be deemed delivered (i) on the date delivered, if delivered personally and (ii) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Any party may from time to time change its address for the purpose of notices to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with the contents thereof.

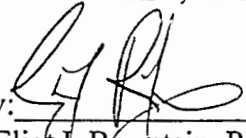
7. Amendments. This Note may not be amended or modified, except by an instrument in writing executed by the Company and the Holder.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, excluding that body of law relating to conflict of laws.

IN WITNESS WHEREOF, the Company has caused this Note to be issued this 15th day of July, 1999.

iviewit.com LLC

By: iviewit LLC, its Sole Member

By:   
Eliot I. Bernstein, President

Name of Holder: Jill Iantoni

Address: 33 West Huron Street  
Suite 507  
Chicago, Illinois 60610

Florida Documentary stamp tax required by law has been paid or will be paid directly to the Department of Revenue in the amount of \$35.00.  
Cert. of Registration #59-1654259-47-01.

PROSKAUER ROSE LLP

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7360  
Telephone 561.241.7400  
Elsewhere in Florida  
800.432.7746  
Fax 561.241.7145

NEW YORK  
LOS ANGELES  
WASHINGTON DC  
CLIFTON NJ  
PARIS

**Mara Lerner Robbins**  
Attorney At Law

Direct Dial 561.995.4764  
mrobbins@proskauer.com

November 5, 1999

Ms. Jill Iantoni  
iviewit.com LLC  
2255 Glades Road  
Suite 337W  
Boca Raton, FL 33431

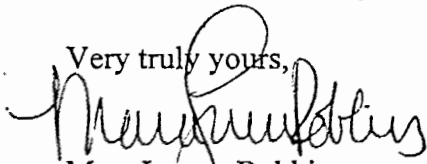
Re: iviewit.com LLC Promissory Note

Dear Ms. Iantoni:

In connection with your subscription for a promissory note pursuant to the Subscription Letter Agreement dated October 8, 1999 by and between you and iviewit.com LLC, enclosed herewith is a promissory note (the "Note") for the principal amount of \$5,000. Please be sure to maintain the Note in a safe place.

Should you have any questions in connection with the enclosed, please feel free to contact me.

Very truly yours,



Mara Lerner Robbins

MLR/jbz  
Enclosure

cc: Christopher C. Wheeler, Esq.  
Donald E. "Rocky" Thompson, Esq.

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. NEITHER THIS PROMISSORY NOTE NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED UNLESS THIS PROMISSORY NOTE IS FIRST REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND/OR QUALIFIED UNDER ALL APPLICABLE STATE SECURITIES LAWS, OR UNTIL THE COMPANY SHALL HAVE RECEIVED AN OPINION OF LEGAL COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY, THAT THIS PROMISSORY NOTE MAY LAWFULLY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT SUCH REGISTRATION AND/OR QUALIFICATION IN RELIANCE UPON AN APPLICABLE EXEMPTION.

iviewit.com LLC

Promissory Note

\$5,000

Boca Raton, Florida  
November 5, 1999

For Value Received, the undersigned, iviewit.com LLC, a Delaware limited liability company (the "Company"), promises to pay to the order of Jill Iantoni, or any subsequent holder (the "Holder") of this Promissory Note ("Note"), the principal amount of Five Thousand Dollars (\$5,000), plus interest at the rate of seven percent (7%) per annum. This Note is issued in accordance with that certain Subscription Letter Agreement between the Company and the Holder dated on October 8, 1999 (the "Letter Agreement"). The Holder shall be subject to certain rights, privileges and obligations (including the restrictions therein on transfer) set forth in the Letter Agreement.

The following is a statement of the rights of the Holder and the conditions to which this Note is subject, and to which the Holder, by the acceptance of this Note, agrees:

1. Principal and Interest Payments. All payments hereunder shall be payable in lawful money of the United States of America. The entire outstanding principal hereunder, together with interest at the rate of seven percent (7%) per annum, shall be due and payable on the earlier of (i) one (1) year from the date of this Note (November 5, 2000) or (ii) the receipt by the Company of funding pursuant to (a) a private placement of the Company's equity securities in excess of \$1,000,000, or (b) a loan from a commercial lending institution in an amount in excess of \$1,000,000, unless otherwise prepaid in accordance with the terms of this Note or, upon the occurrence of an Event of Default (as defined below) when declared due and payable by the Holder.

2. Place of Payment. Payment shall be made to the Holder at the address for the Holder set forth herein or at such other place as the Holder may designate in writing.

3. Optional Prepayment. The Company may prepay this Note, in whole or in part, at any time and from time to time, without notice or a premium or penalty. Any prepayments on this Note shall be applied first in payment of any accrued interest, and any remainder in payment of principal.

4. Default. In the event that:

(i) any payment of principal or interest under this Note is not paid within ten (10) days of receipt by the Company of written notice of the failure to make payment on the date when due;

(ii) the Company shall consent to the appointment of a receiver, trustee or liquidator of itself or of a substantial part of its property, or shall admit in writing its inability to pay its debts generally as they become due, or shall make a general assignment for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or a voluntary petition or answer seeking reorganization in a proceeding under any bankruptcy law (as now or hereafter in effect), or shall by voluntary petition, answer or consent, seeking relief under the provisions of any other now existing or future bankruptcy or other similar law providing for the reorganization or winding up of corporations, or shall, on a petition in bankruptcy filed against it be adjudicated a bankrupt, or the Company or its directors or a majority of its shareholders shall vote to dissolve or liquidate the Company; or

(iii) a court of competent jurisdiction shall enter an order, judgment or decree appointing, without the consent of the Company, a receiver, trustee or liquidator of the Company, or of all or any substantial part of the property of the Company, or approving a petition filed against the Company seeking a reorganization or arrangement of the Company under the Federal bankruptcy laws or any other applicable law or statute of the United States of America (which order, judgment or decree is not vacated within 90 days);

then, in any of such events, the entire principal and interest outstanding shall, at the option of Holder, immediately become due and payable.

5. Assignment. Subject to the restrictions described in the Letter Agreement, the rights and obligations of the Company and the Holder of this Note shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

6. Notices. All notices, requests, demands and other communications under this Note shall be in writing and hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested and properly addressed as follows:

To the Holder:

Jill Iantoni  
2255 Glades Road, Suite 337W  
Boca Raton, FL 33431

To the Company:

iviewit.com LLC  
2255 Glades Road, Suite 337W  
Boca Raton, Florida 33431  
Attn: Brian Utley, President

All notices and other communications required or permitted under this Note which are addressed as provided in this Section 6, shall be deemed delivered (i) on the date delivered, if delivered personally and (ii) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Any party may from time to time change its address for the purpose of notices to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with the contents thereof.


7. Amendments. This Note may not be amended or modified, except by an instrument in writing executed by the Company and the Holder.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, excluding that body of law relating to conflict of laws.

IN WITNESS WHEREOF, the Company has caused this Note to be issued this 5th day of November, 1999.

iviewit.com LLC

By: iviewit LLC, its Sole Member

By:   
Brian G. Utley, President

Name of Holder: Jill Iantoni

Address: 2255 Glades Road, Suite 337W  
Boca Raton, FL 33431

Florida Documentary stamp tax required by law has been paid or will be paid directly to the Department of Revenue in the amount of \$17.50.  
Cert. of Registration #59-1654259-47-01.



PROSKAUER ROSE LLP

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7383  
Telephone 561.241.7400  
Elsewhere in Florida  
800.432.7746  
Fax 561.241.7145

NEW YORK  
LOS ANGELES  
WASHINGTON DC  
CLIFTON NJ  
PARIS

Mara Lerner Robbins  
Attorney At Law

Direct Dial 561.995.4764  
mrobbins@proskauer.com

VIA FEDERAL EXPRESS

August 18, 1999

Mr. Donald G. Kane, II  
Managing Director  
c/o The Goldman Sachs Group, Inc.  
4900 Sears Tower  
Chicago, Illinois 60606

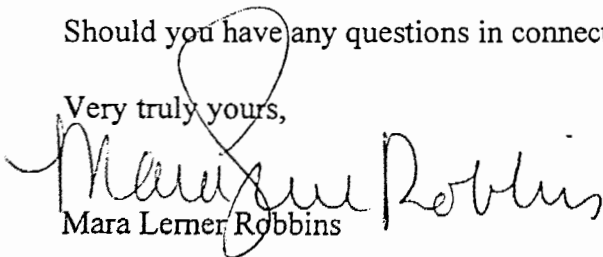
Re: iviewit.com LLC Promissory Note

Dear Mr. Kane:

In connection with your subscription for a promissory note pursuant to the Subscription Letter Agreement dated July 8, 1999 by and between you and iviewit.com LLC, enclosed herewith is a promissory note (the "Note") for the principal amount of \$22,500. Please be sure to maintain the Note in a safe place.

Should you have any questions in connection with the enclosed, please feel free to contact me.

Very truly yours,



Mara Lerner Robbins

MLR/jbz  
Enclosure

cc: Christopher C. Wheeler, Esq.  
Donald E. "Rocky" Thompson, Esq.

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. NEITHER THIS PROMISSORY NOTE NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED UNLESS THIS PROMISSORY NOTE IS FIRST REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND/OR QUALIFIED UNDER ALL APPLICABLE STATE SECURITIES LAWS, OR UNTIL THE COMPANY SHALL HAVE RECEIVED AN OPINION OF LEGAL COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY, THAT THIS PROMISSORY NOTE MAY LAWFULLY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT SUCH REGISTRATION AND/OR QUALIFICATION IN RELIANCE UPON AN APPLICABLE EXEMPTION.

iviewit.com LLC

Promissory Note

\$22,500

Boca Raton, Florida

July 15, 1999

For Value Received, the undersigned, iviewit.com LLC, a Delaware limited liability company (the "Company"), promises to pay to the order of Donald G. Kane, II, or any subsequent holder (the "Holder") of this Promissory Note ("Note"), the principal amount of Twenty-Two Thousand Five Hundred Dollars (\$22,500), plus interest at the rate of seven percent (7%) per annum. This Note is issued in accordance with that certain Subscription Letter Agreement between the Company and the Holder dated on July 8, 1999 (the "Letter Agreement"). The Holder shall be subject to certain rights, privileges and obligations (including the restrictions therein on transfer) set forth in the Letter Agreement.

The following is a statement of the rights of the Holder and the conditions to which this Note is subject, and to which the Holder, by the acceptance of this Note, agrees:

1. Principal and Interest Payments. All payments hereunder shall be payable in lawful money of the United States of America. The entire outstanding principal hereunder, together with interest at the rate of seven percent (7%) per annum, shall be due and payable on the earlier of (i) one (1) year from the date of this Note (July 15, 2000) or (ii) the receipt by the Company of funding pursuant to (a) a private placement of the Company's equity securities in excess of \$1,000,000, or (b) a loan from a commercial lending institution in an amount in excess of \$1,000,000, unless otherwise prepaid in accordance with the terms of this Note or, upon the occurrence of an Event of Default (as defined below) when declared due and payable by the Holder.

2. Place of Payment. Payment shall be made to the Holder at the address for the Holder set forth herein or at such other place as the Holder may designate in writing.

3. Optional Prepayment. The Company may prepay this Note, in whole or in part, at any time and from time to time, without notice or a premium or penalty. Any prepayments on this Note shall be applied first in payment of any accrued interest, and any remainder in payment of principal.

4. Default. In the event that:

(i) any payment of principal or interest under this Note is not paid within ten (10) days of receipt by the Company of written notice of the failure to make payment on the date when due;

(ii) the Company shall consent to the appointment of a receiver, trustee or liquidator of itself or of a substantial part of its property, or shall admit in writing its inability to pay its debts generally as they become due, or shall make a general assignment for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or a voluntary petition or answer seeking reorganization in a proceeding under any bankruptcy law (as now or hereafter in effect), or shall by voluntary petition, answer or consent, seeking relief under the provisions of any other now existing or future bankruptcy or other similar law providing for the reorganization or winding up of corporations, or shall, on a petition in bankruptcy filed against it be adjudicated a bankrupt, or the Company or its directors or a majority of its shareholders shall vote to dissolve or liquidate the Company; or

(iii) a court of competent jurisdiction shall enter an order, judgment or decree appointing, without the consent of the Company, a receiver, trustee or liquidator of the Company, or of all or any substantial part of the property of the Company, or approving a petition filed against the Company seeking a reorganization or arrangement of the Company under the Federal bankruptcy laws or any other applicable law or statute of the United States of America (which order, judgment or decree is not vacated within 90 days);

then, in any of such events, the entire principal and interest outstanding shall, at the option of Holder, immediately become due and payable.

5. Assignment. Subject to the restrictions described in the Letter Agreement, the rights and obligations of the Company and the Holder of this Note shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

6. Notices. All notices, requests, demands and other communications under this Note shall be in writing and hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested and properly addressed as follows:

To the Holder:

Donald G. Kane, II  
c/o The Goldman Sachs Group, Inc.  
4900 Sears Tower  
Chicago, Illinois 60606

To the Company:

iviewit.com LLC  
500 S.E. Mizner Boulevard  
Suite 102  
Boca Raton, Florida 33432  
Attn: Eliot I. Bernstein, President

All notices and other communications required or permitted under this Note which are addressed as provided in this Section 6, shall be deemed delivered (i) on the date delivered, if delivered personally and (ii) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Any party may from time to time change its address for the purpose of notices to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with the contents thereof.

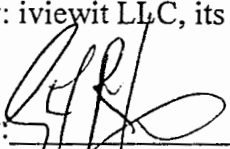
7. Amendments. This Note may not be amended or modified, except by an instrument in writing executed by the Company and the Holder.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, excluding that body of law relating to conflict of laws.

IN WITNESS WHEREOF, the Company has caused this Note to be issued this 15th day of July, 1999.

iviewit.com LLC

By: iviewit LLC, its Sole Member

By:   
Eliot I. Bernstein, President

Name of Holder: Donald G. Kane, II

Address: c/o The Goldman Sachs Group, Inc.  
4900 Sears Tower  
Chicago, Illinois 60606

Florida Documentary stamp tax required by law has been paid or will be paid directly to the Department of Revenue in the amount of \$78.75.  
Cert. of Registration #59-1654259-47-01.

PROSKAUER ROSE LLP

2255 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7383  
Telephone 561.241.7400  
Elsewhere in Florida  
800.432.7746  
Fax 561.241.7145

NEW YORK  
LOS ANGELES  
WASHINGTON DC  
CLIFTON NJ  
PARIS

**Mara Lerner Robbins**  
Attorney At Law

Direct Dial 561.995.4764  
mrobbins@proskauer.com

VIA FEDERAL EXPRESS

August 18, 1999

Ms. Barbara S. Lewin  
7050 Ayrshire Lane  
Boca Raton, FL 33496

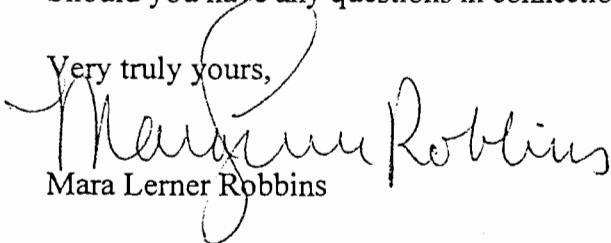
Re: iviewit.com LLC Promissory Note

Dear Ms. Lewin:

In connection with your subscription for a promissory note pursuant to the Subscription Letter Agreement dated July 8, 1999 by and between you and iviewit.com LLC, enclosed herewith is a promissory note (the "Note") for the principal amount of \$15,000. Please be sure to maintain the Note in a safe place.

Should you have any questions in connection with the enclosed, please feel free to contact me.

Very truly yours,



Mara Lerner Robbins

MLR/jbz  
Enclosure

cc: Christopher C. Wheeler, Esq.  
Donald E. "Rocky" Thompson, Esq.

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. NEITHER THIS PROMISSORY NOTE NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED UNLESS THIS PROMISSORY NOTE IS FIRST REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND/OR QUALIFIED UNDER ALL APPLICABLE STATE SECURITIES LAWS, OR UNTIL THE COMPANY SHALL HAVE RECEIVED AN OPINION OF LEGAL COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY, THAT THIS PROMISSORY NOTE MAY LAWFULLY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT SUCH REGISTRATION AND/OR QUALIFICATION IN RELIANCE UPON AN APPLICABLE EXEMPTION.

iviewit.com LLC

Promissory Note

\$15,000

Boca Raton, Florida  
July 15, 1999

For Value Received, the undersigned, iviewit.com LLC, a Delaware limited liability company (the "Company"), promises to pay to the order of Barbara Lewin, or any subsequent holder (the "Holder") of this Promissory Note ("Note"), the principal amount of Fifteen Thousand Dollars (\$15,000), plus interest at the rate of seven percent (7%) per annum. This Note is issued in accordance with that certain Subscription Letter Agreement between the Company and the Holder dated on July 8, 1999 (the "Letter Agreement"). The Holder shall be subject to certain rights, privileges and obligations (including the restrictions therein on transfer) set forth in the Letter Agreement.

The following is a statement of the rights of the Holder and the conditions to which this Note is subject, and to which the Holder, by the acceptance of this Note, agrees:

1. Principal and Interest Payments. All payments hereunder shall be payable in lawful money of the United States of America. The entire outstanding principal hereunder, together with interest at the rate of seven percent (7%) per annum, shall be due and payable on the earlier of (i) one (1) year from the date of this Note (July 15, 2000) or (ii) the receipt by the Company of funding pursuant to (a) a private placement of the Company's equity securities in excess of \$1,000,000, or (b) a loan from a commercial lending institution in an amount in excess of \$1,000,000, unless otherwise prepaid in accordance with the terms of this Note or, upon the occurrence of an Event of Default (as defined below) when declared due and payable by the Holder.

2. Place of Payment. Payment shall be made to the Holder at the address for the Holder set forth herein or at such other place as the Holder may designate in writing.

3. Optional Prepayment. The Company may prepay this Note, in whole or in part, at any time and from time to time, without notice or a premium or penalty. Any prepayments on this Note shall be applied first in payment of any accrued interest, and any remainder in payment of principal.

4. Default. In the event that:

(i) any payment of principal or interest under this Note is not paid within ten (10) days of receipt by the Company of written notice of the failure to make payment on the date when due;

(ii) the Company shall consent to the appointment of a receiver, trustee or liquidator of itself or of a substantial part of its property, or shall admit in writing its inability to pay its debts generally as they become due, or shall make a general assignment for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or a voluntary petition or answer seeking reorganization in a proceeding under any bankruptcy law (as now or hereafter in effect), or shall by voluntary petition, answer or consent, seeking relief under the provisions of any other now existing or future bankruptcy or other similar law providing for the reorganization or winding up of corporations, or shall, on a petition in bankruptcy filed against it be adjudicated a bankrupt, or the Company or its directors or a majority of its shareholders shall vote to dissolve or liquidate the Company; or

(iii) a court of competent jurisdiction shall enter an order, judgment or decree appointing, without the consent of the Company, a receiver, trustee or liquidator of the Company, or of all or any substantial part of the property of the Company, or approving a petition filed against the Company seeking a reorganization or arrangement of the Company under the Federal bankruptcy laws or any other applicable law or statute of the United States of America (which order, judgment or decree is not vacated within 90 days);

then, in any of such events, the entire principal and interest outstanding shall, at the option of Holder, immediately become due and payable.

5. Assignment. Subject to the restrictions described in the Letter Agreement, the rights and obligations of the Company and the Holder of this Note shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.



6. Notices. All notices, requests, demands and other communications under this Note shall be in writing and hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested and properly addressed as follows:

To the Holder:

Barbara Lewin  
7050 Ayrshire Lane  
Boca Raton, Florida 33496

To the Company:

iviewit.com LLC  
500 S.E. Mizner Boulevard  
Suite 102  
Boca Raton, Florida 33432  
Attn: Eliot I. Bernstein, President

All notices and other communications required or permitted under this Note which are addressed as provided in this Section 6, shall be deemed delivered (i) on the date delivered, if delivered personally and (ii) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Any party may from time to time change its address for the purpose of notices to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with the contents thereof.

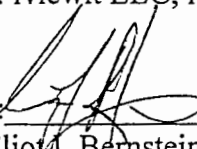
7. Amendments. This Note may not be amended or modified, except by an instrument in writing executed by the Company and the Holder.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, excluding that body of law relating to conflict of laws.

IN WITNESS WHEREOF, the Company has caused this Note to be issued this 15th day of July, 1999.

iviewit.com LLC

By: iviewit LLC, its Sole Member

By:   
Eliot Bernstein, President

Name of Holder: Barbara Lewin

Address: 7050 Ayrshire Lane  
Boca Raton, Florida 33496

Florida Documentary stamp tax required by law has been paid or will be paid directly to the Department of Revenue in the amount of \$52.50.  
Cert. of Registration #59-1654259-47-01.

# PROSKAUER ROSE LLP

2200 Glades Road  
Suite 340 West  
Boca Raton, FL 33431-7383  
Telephone 561.241.7400  
Elsewhere in Florida  
800.432.7746  
Fax 561.241.7145

NEW YORK  
LOS ANGELES  
WASHINGTON DC  
CLIFTON NJ  
PARIS

**Mara Lerner Robbins**  
Attorney At Law

Direct Dial 561.995.4764  
mrobbins@proskauer.com

## VIA FEDERAL EXPRESS

August 23, 1999

Mr. Gerald Lewin  
7050 Ayrshire Lane  
Boca Raton, FL 33496

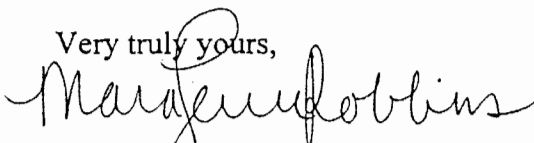
Re: iviewit.com LLC Promissory Note

Dear Jerry:

In connection with your subscription for a promissory note pursuant to the Subscription Letter Agreement dated July 8, 1999 by and between you and iviewit.com LLC, enclosed herewith is a promissory note (the "Note") for the principal amount of \$15,000. Please be sure to maintain the Note in a safe place.

Should you have any questions in connection with the enclosed, please feel free to contact me.

Very truly yours,



Mara Lerner Robbins

MLR/jbz  
Enclosure

cc: Christopher C. Wheeler, Esq.  
Donald E. "Rocky" Thompson, Esq.

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. NEITHER THIS PROMISSORY NOTE NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED UNLESS THIS PROMISSORY NOTE IS FIRST REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND/OR QUALIFIED UNDER ALL APPLICABLE STATE SECURITIES LAWS, OR UNTIL THE COMPANY SHALL HAVE RECEIVED AN OPINION OF LEGAL COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY, THAT THIS PROMISSORY NOTE MAY LAWFULLY BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED WITHOUT SUCH REGISTRATION AND/OR QUALIFICATION IN RELIANCE UPON AN APPLICABLE EXEMPTION.

iviewit.com LLC

Promissory Note

\$15,000

Boca Raton, Florida  
July 15, 1999

For Value Received, the undersigned, iviewit.com LLC, a Delaware limited liability company (the "Company"), promises to pay to the order of Gerald R. Lewin, or any subsequent holder (the "Holder") of this Promissory Note ("Note"), the principal amount of Fifteen Thousand Dollars (\$15,000), plus interest at the rate of seven percent (7%) per annum. This Note is issued in accordance with that certain Subscription Letter Agreement between the Company and the Holder dated on July 8, 1999 (the "Letter Agreement"). The Holder shall be subject to certain rights, privileges and obligations (including the restrictions therein on transfer) set forth in the Letter Agreement.

The following is a statement of the rights of the Holder and the conditions to which this Note is subject, and to which the Holder, by the acceptance of this Note, agrees:

1. Principal and Interest Payments. All payments hereunder shall be payable in lawful money of the United States of America. The entire outstanding principal hereunder, together with interest at the rate of seven percent (7%) per annum, shall be due and payable on the earlier of (i) one (1) year from the date of this Note (July 15, 2000) or (ii) the receipt by the Company of funding pursuant to (a) a private placement of the Company's equity securities in excess of \$1,000,000, or (b) a loan from a commercial lending institution in an amount in excess of \$1,000,000, unless otherwise prepaid in accordance with the terms of this Note or, upon the occurrence of an Event of Default (as defined below) when declared due and payable by the Holder.

2. Place of Payment. Payment shall be made to the Holder at the address for the Holder set forth herein or at such other place as the Holder may designate in writing.

3. Optional Prepayment. The Company may prepay this Note, in whole or in part, at any time and from time to time, without notice or a premium or penalty. Any prepayments on this Note shall be applied first in payment of any accrued interest, and any remainder in payment of principal.

4. Default. In the event that:

(i) any payment of principal or interest under this Note is not paid within ten (10) days of receipt by the Company of written notice of the failure to make payment on the date when due;

(ii) the Company shall consent to the appointment of a receiver, trustee or liquidator of itself or of a substantial part of its property, or shall admit in writing its inability to pay its debts generally as they become due, or shall make a general assignment for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or a voluntary petition or answer seeking reorganization in a proceeding under any bankruptcy law (as now or hereafter in effect), or shall by voluntary petition, answer or consent, seeking relief under the provisions of any other now existing or future bankruptcy or other similar law providing for the reorganization or winding up of corporations, or shall, on a petition in bankruptcy filed against it be adjudicated a bankrupt, or the Company or its directors or a majority of its shareholders shall vote to dissolve or liquidate the Company; or

(iii) a court of competent jurisdiction shall enter an order, judgment or decree appointing, without the consent of the Company, a receiver, trustee or liquidator of the Company, or of all or any substantial part of the property of the Company, or approving a petition filed against the Company seeking a reorganization or arrangement of the Company under the Federal bankruptcy laws or any other applicable law or statute of the United States of America (which order, judgment or decree is not vacated within 90 days);

then, in any of such events, the entire principal and interest outstanding shall, at the option of Holder, immediately become due and payable.

5. Assignment. Subject to the restrictions described in the Letter Agreement, the rights and obligations of the Company and the Holder of this Note shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

6. Notices. All notices, requests, demands and other communications under this Note shall be in writing and hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested and properly addressed as follows:

To the Holder:

Gerald R. Lewin  
7050 Ayrshire Lane  
Boca Raton, Florida 33496

To the Company:

iviewit.com LLC  
500 S.E. Mizner Boulevard  
Suite 102  
Boca Raton, Florida 33432  
Attn: Eliot I. Bernstein, President

All notices and other communications required or permitted under this Note which are addressed as provided in this Section 6, shall be deemed delivered (i) on the date delivered, if delivered personally and (ii) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

Any party may from time to time change its address for the purpose of notices to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with the contents thereof.

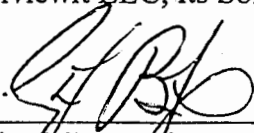
7. Amendments. This Note may not be amended or modified, except by an instrument in writing executed by the Company and the Holder.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, excluding that body of law relating to conflict of laws.

IN WITNESS WHEREOF, the Company has caused this Note to be issued this 15th day of July, 1999.

iviewit.com LLC

By: iviewit LLC, its Sole Member

By:   
\_\_\_\_\_  
Eliot I. Bernstein

Name of Holder: Gerald R. Lewin

Address: 7050 Ayrshire Lane  
Boca Raton, Florida 33496

**iviewit.com, Inc.**  
**Statement of Cash Flows**  
**January through December 1999**

	<b>Jan - Dec '99</b>
<b>OPERATING ACTIVITIES</b>	
Net Income	-916,988.61
<b>Adjustments to reconcile Net Income to net cash provided by operations:</b>	
1100 · Accounts Receivable	-139.05
2000 · Accounts Payable	340,969.13
2050 · Accrued Interest Liability	5,188.56
2101 · Accrued Salaries	2,583.34
2199 · Deferred Salaries	93,378.38
2102 · Federal Withholding	558.00
2103 · Social Security	640.68
2104 · Medicare	149.82
2105 · Federal Unemployment	310.58
2106 · Florida Unemployment	859.22
<b>Net cash provided by Operating Activities</b>	<b>-472,489.95</b>
<b>INVESTING ACTIVITIES</b>	
1521 · Leased Equipment	-6,527.02
1525 · Accum Depr - Leased Equipment	326.35
1511 · Computer & Other Equip.	-73,813.53
1515 · Accum. Depr - Comp. Equip	3,690.68
1531 · Furniture & Fixtures	-617.99
1535 · Accum. Depr. - Furniture	22.06
1740 · Security Deposits	-243.91
1620 · Loan Rec-iviewit Technologies	-24,261.02
1750 · Utility Deposits	-805.00
<b>Net cash provided by Investing Activities</b>	<b>-102,229.38</b>
<b>FINANCING ACTIVITIES</b>	
2650 · Capital Lease Payable	6,026.54
2500 · Notes Pay.-Affiliated Entities	687,500.00
3210 · Common Stock (\$.01 par value)	8.75
3220 · Additional Paid in Capital	866.25
<b>Net cash provided by Financing Activities</b>	<b>694,401.54</b>
<b>Net cash increase for period</b>	<b>119,682.21</b>
<b>Cash at end of period</b>	<b>119,682.21</b>



**Minimum Lease Commitment**  
**iviewit.com LLC**  
**As of December 31, 1999**

	<u>Base Rent</u>	<u>Add'l Rent</u>	<u>Tax</u>	<u>Total Rent/Month</u>	<u>Months</u>	<u>Total</u>
<b><u>2000</u></b>						
Jan. 1 - April 24, 2000	9,321.09	4,415.83	6%	14,561.14	3.77	54,895.48
April 25 - December 31, 2000	9,647.33	4,415.83	6%	14,906.95	8.23	<u>122,684.20</u>
<b>Total 2000</b>						<b>177,579.67</b>
<b><u>2001</u></b>						
Jan. 1 - April 24, 2001	9,647.33	4,415.83	6%	14,906.95	3.77	56,199.20
April 25 - October 24, 2001	9,985.00	4,415.83	6%	15,264.88	6.00	<u>91,589.28</u>
<b>Total 2001</b>						<b>147,788.48</b>

**Employee List**  
**iviewit.com Inc.**  
**December 31, 1999**

<u>Employee</u>	<u>Hire Date</u>	<u>Position</u>	<u>Annual Compensation</u>
Eliot Bernstein *	7/15/2000	Founder/ Chief Technical Officer	\$ 180,000.00
Brian Utley *	8/15/2000	President	100,000.00
Guy Iantoni	9/15/2000	Director of Sales & Marketing	75,000.00
Jennifer Kluge	9/15/2000	Executive Assistant	25,000.00
Martha Mantecon	9/20/2000	Officer Manager	37,000.00
Erika Lewin	10/11/2000	Controller	45,000.00
Jill Iantoni	10/26/2000	Director of Sales & Marketing	75,000.00
Jim Armstrong*	11/1/2000	VP of Sales & Marketing	75,000.00
Total			\$ 612,000.00

\* Officer

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>1020 · Checking - First Union</b>							
Total 1020 · Checking - First Union							
<b>1040 · CAP Acct - First Union</b>							
Total 1040 · CAP Acct - First Union							
<b>1010 · Checking LLC - First Union</b>							
Paycheck	8/31/1999	1031	Brian G Utley		-SPLIT-	-2,600.00	-2,600.00
Paycheck	9/22/1999	1032	Brian G Utley		-SPLIT-	-2,600.00	-5,200.00
Bill Pmt -Check	9/22/1999	1028	Proskauer Rose LLP	Record beginning balance	2000 · Accounts Payable	-75,000.00	-80,200.00
Check	9/25/1999	1029	Bank of America	Sept 25-30 Rent	1720 · Start Up Costs	-2,912.24	-83,112.24
Transfer	9/30/1999			To record beginning balance as of 10/01/9...	3000 · Opening Bal Equity	117,681.94	34,569.70
Check	9/30/1999	1043	E. Bernstein	VOID:	1630 · Loan Receivable - ...	0.00	34,569.70
Check	9/30/1999	1046	Brian Utley	VOID:	1720 · Start Up Costs	0.00	34,569.70
Bill Pmt -Check	10/21/999	1045	AMEX	Telephone System	2000 · Accounts Payable	-6,596.48	27,973.22
Check	10/4/1999	1038	Conifax Communications	Cable Expense	1511 · Computer & Other ...	-7,500.00	20,473.22
Check	10/4/1999	1039	Custom Cable Industries		6190 · Miscellaneous	-190.80	20,282.42
Deposit	10/4/1999		iviewit.com, Inc.		-SPLIT-	875.00	21,157.42
Deposit	10/4/1999		Guy Iantoni		2570 · Loans - G. Iantoni	8,210.00	29,367.42
Paycheck	10/7/1999	1048	Brian G Utley		-SPLIT-	-2,600.00	26,767.42
Paycheck	10/7/1999	1049	Guy T Iantoni		-SPLIT-	-2,308.93	24,458.49
Paycheck	10/7/1999	1050	Martha Mantecon		-SPLIT-	-852.14	23,606.35
Paycheck	10/7/1999	1051	Jennifer A Kluge		-SPLIT-	-384.94	23,221.41
Check	10/7/1999	1047	Brian Utley	VOID:	1720 · Start Up Costs	0.00	23,221.41
Bill Pmt -Check	10/7/1999	1052	Zakirul Shirajee	Outside Services	2000 · Accounts Payable	-793.32	22,428.09
Bill Pmt -Check	10/7/1999	1053	Intermedia Communications		2000 · Accounts Payable	-470.93	21,957.16
Bill Pmt -Check	10/7/1999	1054	Mlink Video Prod. Inc		2000 · Accounts Payable	-191.00	21,766.16
Bill Pmt -Check	10/7/1999	1060	Prime Co		2000 · Accounts Payable	-842.60	20,923.56
Bill Pmt -Check	10/7/1999	1061	UPS		2000 · Accounts Payable	-61.75	20,861.81
Bill Pmt -Check	10/7/1999	1055	Bernstein (Elliot)		2000 · Accounts Payable	-548.72	20,313.09
Bill Pmt -Check	10/7/1999	1056	Bernstein (Elliot)		2000 · Accounts Payable	-1,235.26	19,077.83
Bill Pmt -Check	10/7/1999	1057	G. Iantoni		2000 · Accounts Payable	-368.23	18,709.60
Bill Pmt -Check	10/7/1999	1058	G. Iantoni		2000 · Accounts Payable	-1,593.29	17,116.31
Bill Pmt -Check	10/7/1999	1059	Zakirul Shirajee	Outside Services	2000 · Accounts Payable	-42.39	17,073.92
Transfer	10/11/1999			Transfer	1050 · CAP Acct.LLC- Firs...	75,000.00	92,073.92
Bill Pmt -Check	10/11/1999	1062	Designers Service Bureau	2 months furniture rental	2000 · Accounts Payable	-3,302.76	88,771.16
Bill Pmt -Check	10/11/1999	1063	COSCO		2000 · Accounts Payable	-461.48	88,309.68
Bill Pmt -Check	10/11/1999	1064	COSCO		2000 · Accounts Payable	-35.00	88,274.68
Check	10/12/1999	1066	Danny Eber	Used Dell Computer	1511 · Computer & Other ...	-1,500.00	86,774.68
Bill Pmt -Check	10/12/1999	1065	J. Rosario		2000 · Accounts Payable	-336.56	86,438.12
Liability Check	10/14/1999	1070	First Union		-SPLIT-	-3,770.85	82,667.27
Check	10/14/1999	1070	E. Bernstein		1630 · Loan Receivable - ...	-5,000.00	77,667.27
Check	10/14/1999	1071	U. S. Life	Health Insurance	6252 · Health Insurance	-895.44	76,771.83
Check	10/14/1999	1072	Bank of America	Oct. Rent	6010 · Rent - Office	-14,516.14	62,255.69
Check	10/15/1999	1075	DCL National	Equipment lease exp - 1st. last and filing	-SPLIT-	-687.82	61,567.87
Check	10/15/1999	1076	DCL National	VOID: DELL Computers	1511 · Computer & Other ...	0.00	61,567.87
Check	10/15/1999	1077	Radio Shack	Misc. computer supplies	6156 · Computer Supplies	-305.22	61,262.65

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

Type	Date	Num	Name	Memo	Split	Amount	Balance
Transfer	10/15/1999						
Check	10/18/1999	1078	Verio Web Hosting	Monthly Fee	2565 · Loans - D. Dietz	15,000.00	76,262.65
Check	10/19/1999	1079	Simon Bernstein	Limo reimbursement	5050 · Web Hosting Fee	-990.00	75,272.65
Check	10/19/1999	1080	Confax Communications	Telephone System - remaining pmt	6050 · Travel & Lodging	-141.60	75,131.05
Check	10/19/1999	1082	AMEX	Travel Expense	1511 · Computer & Other ...	-8,394.70	66,736.35
Check	10/19/1999	1083	United Health Care	November payment	6050 · Travel & Lodging	-3,381.38	63,354.97
Liability Check	10/19/1999	1084	Florida U.C. Fund		6252 · Health Insurance	-1,671.98	61,682.99
Check	10/20/1999	1085	AT & T Wireless	Cellular phone	2106 · Florida Unemploy... 6040 · Telephone	-189.00	61,493.99
Check	10/20/1999	1086	Comp USA	SONY laptop	1511 · Computer & Other ...	-193.63	61,300.36
Check	10/20/1999	1088	DELL	Computers & Stations	1511 · Computer & Other ...	-2,766.56	58,533.80
Paycheck	10/22/1999	1089	Brian G Utley		-SPLIT-	-23,667.68	34,866.12
Paycheck	10/22/1999	1090	Erika R Lewin		-SPLIT-	-2,600.00	32,266.12
Paycheck	10/22/1999	1091	Guy T lantoni		-SPLIT-	-686.18	31,579.94
Paycheck	10/22/1999	1092	Jennifer A Kluge		-SPLIT-	-1,847.16	29,732.78
Paycheck	10/22/1999	1093	Martha Mantecan		-SPLIT-	-961.04	28,771.74
Paycheck	10/22/1999	1096	Zakirul Shirajee		-SPLIT-	-1,249.74	27,522.00
Check	10/22/1999	1087	Jude Rosario	Outside Services	5111 · Sub-contractors	-1,526.54	25,995.46
Check	10/22/1999	1088	Brian Utley	Outside Services	5111 · Sub-contractors	-745.24	25,250.22
Check	10/22/1999	1094	Jude Rosario	Exp Reimb - meals	6060 · Meals & Ent	-56.03	25,194.19
Check	10/22/1999	1095	Jude Rosario	Exp. Reimb - computer supplies	6156 · Computer Supplies	-86.00	25,108.19
Check	10/22/1999	1096	Erika Lewin	Exp. Reimb - office supplies	6157 · Office Supplies	-79.57	25,048.62
Check	10/22/1999	1097	FICPA	membership dues	6120 · Dues and Subscrip...	-142.00	24,906.62
Check	10/22/1999	1098	FP & L		6030 · Utilities	-79.48	24,827.14
Check	10/22/1999	1099	E. Bernstein		-SPLIT-	-709.43	24,117.71
Check	10/22/1999	1100	City of Boca Raton	Occupational License	6130 · Licenses & Permits	-170.00	23,947.71
Check	10/22/1999	1101	Broward County	VOID:	6130 · Licenses & Permits	0.00	23,947.71
Check	10/25/1999	1102	Filter Fresh	Invoices 42965 & 42966	6157 · Office Supplies	-341.27	23,606.44
Check	10/25/1999	1103	Palm Beach County Tax ...	Occupational License	6130 · Licenses & Permits	-31.50	23,574.94
Check	10/25/1999	1104	Comp USA	Network cards (2)	6156 · Computer Supplies	-148.38	23,426.56
Transfer	10/25/1999			Funds Transfer	1050 · CAP Acct.LLC- Firs...	100,000.00	123,426.56
Check	10/26/1999	1105	Resource One	Employee Info Packets	6157 · Office Supplies	-83.90	123,342.66
Bill Pmt -Check	10/26/1999	1107	Proskauer Rose LLP	CPA license renewal for Erika	2000 · Accounts Payable	-2,534.96	120,807.70
Check	10/27/1999	1108	Department of Business a...	VOID:	6120 · Dues and Subscrip...	-95.00	120,712.70
Check	10/28/1999	1109	Boca Raton Office Supply		6157 · Office Supplies	0.00	120,712.70
Check	10/28/1999	1112	Bell South	Bill for Sept.	6040 · Telephone	-814.84	119,897.86
Check	10/28/1999	1113	FP & L		6030 · Utilities	-53.38	119,844.48
Bill Pmt -Check	10/29/1999	1111	Boca Raton Office Supply	800 Starter line	2000 · Accounts Payable	-844.79	118,999.69
Bill Pmt -Check	10/29/1999	1110	AT&T		2000 · Accounts Payable	-32.50	118,967.19
Bill Pmt -Check	10/29/1999	1106	Proskauer Rose LLP		2000 · Accounts Payable	-50,000.00	68,967.19
Paycheck	11/1/1999	1114	Eliot Bernstein		2000 · Accounts Payable	-5,000.00	63,967.19
Check	11/1/1999	1115	Intermedia Communications		-SPLIT-	-1.64	63,965.55
Bill Pmt -Check	11/1/1999	1116	Bell South		6040 · Telephone	-14.76	63,950.79
Bill Pmt -Check	11/1/1999	1118	Real 3D Inc.	Tech exp -Invoices 01130, 01118, 01117, ...	2000 · Accounts Payable	-22,710.71	41,240.08
Check	11/3/1999	1117	UPS	VOID:	2000 · Accounts Payable	0.00	41,240.08
Check	11/3/1999	1119	Christy Hord	Model Exp.	6140 · Postage and Shipping	-100.00	41,140.08
Check	11/3/1999	1120	Bank of America	Nov. Rent	5220 · Photography Supplies	-14,561.14	26,578.94
Transfer	11/3/1999			Transfer	1050 · CAP Acct.LLC- Firs...	75,000.00	101,578.94
Check	11/4/1999	1121	A. B. Fire Equipment	fire extinguishers	6157 · Office Supplies	-96.24	101,482.70
Paycheck	11/5/1999	1122	Brian G Utley		-SPLIT-	-2,600.00	98,882.70

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

Type	Date	Num	Name	Memo	Split	Amount	Balance
Paycheck	11/5/1999	1123	Erika R Lewin		-SPLIT-	-1,370.56	97,512.14
Paycheck	11/5/1999	1124	Guy T Iantoni		-SPLIT-	-2,032.54	95,479.60
Paycheck	11/5/1999	1125	Jennifer A Kluge		-SPLIT-	-856.99	94,622.61
Paycheck	11/5/1999	1126	Jill B Iantoni		-SPLIT-	-1,815.15	92,807.46
Paycheck	11/5/1999	1127	Martha Mantecón		-SPLIT-	-1,249.74	91,557.72
Check	11/5/1999	1128	Zakirul Shirajee	Outside Services	5111 · Sub-contractors	-1,298.16	90,259.56
Check	11/5/1999	1129	Jude Rosario	24 hours at \$24.04/hr	5111 · Sub-contractors	-576.96	89,682.60
Check	11/5/1999	1130	Zakirul Shirajee	Exp. reimb. - software & modem	6156 · Computer Supplies	-339.94	89,342.66
Check	11/5/1999	1131	Jill Iantoni	Expense reimbursement - misc. supplies	6157 · Office Supplies	-90.06	89,252.60
Check	11/5/1999	1132	Guy Iantoni		-SPLIT-	-1,764.51	87,488.09
Check	11/5/1999	1133	Erika Lewin		-SPLIT-	-357.58	87,130.51
Check	11/5/1999	1134	Geico		-SPLIT-	-83.00	87,047.51
Check	11/5/1999	1135	Republic Security Bank		6255 · Auto Insurance	-252.70	86,794.81
Check	11/5/1999	1136	J. Rosario	Nov. auto payment	6180 · Automobile	-61.36	86,733.45
Check	11/5/1999	1137	Jim Armstrong	Exp reimb. - office supplies	6157 · Office Supplies	0.00	86,733.45
Check	11/5/1999	1138	E. Bernstein	VOID:	6060 · Meals & Ent	-529.11	86,204.34
Check	11/5/1999	1139	Brian G Uiley		-SPLIT-	-1,503.48	84,700.86
Check	11/5/1999	1140	Jim Armstrong		-SPLIT-	-1,191.27	83,509.59
Check	11/8/1999	1141	Comp USA	VOID: Modem	6156 · Computer Supplies	0.00	83,509.59
Check	11/8/1999	1142	Office Depot	Modem	6156 · Computer Supplies	-161.63	83,347.96
Check	11/8/1999	1143	Office Depot	VOID: Modem	6156 · Computer Supplies	0.00	83,347.96
Check	11/9/1999	1144	E. Bernstein		-SPLIT-	-1,573.13	81,774.83
Check	11/9/1999	1146	Simon Bernstein	Exp reimb. - Hiway technologies	5050 · Web Hosting Fee	-1,232.08	80,542.75
Check	11/9/1999	1147	American Speedy	Color & black and white copies	2000 · Accounts Payable	-324.26	80,218.49
Check	11/9/1999	1148	Boca Cafe	lunch for office meeting	6081 · Promotion	-34.11	80,184.38
Check	11/11/1999	1149	First Union		-SPLIT-	-6,757.61	73,426.77
Liability Check	11/15/1999	1150	Wall Street Journal		2000 · Accounts Payable	-51.94	73,374.83
Bill Pmt -Check	11/15/1999	1151	UPS		2000 · Accounts Payable	-290.00	73,084.83
Check	11/15/1999	1152	Boca Cafe	lunch for office meeting	6081 · Promotion	-32.89	73,051.94
Bill Pmt -Check	11/15/1999	1153	Prime Co		2000 · Accounts Payable	-581.23	72,470.71
Bill Pmt -Check	11/15/1999	1154	FP & L	October Utilities Expense	2000 · Accounts Payable	-317.91	72,152.80
Bill Pmt -Check	11/15/1999	1155	Filter Fresh		2000 · Accounts Payable	-90.00	72,062.80
Bill Pmt -Check	11/15/1999	1156	FedEx		2000 · Accounts Payable	-92.25	71,970.55
Bill Pmt -Check	11/15/1999	1157	Bell South	Charges for Oct.	2000 · Accounts Payable	-1,377.44	70,593.11
Bill Pmt -Check	11/15/1999	1158	Corporation Service Com...		2000 · Accounts Payable	-275.05	70,318.06
Bill Pmt -Check	11/15/1999	1159	Intermedia Communications		2000 · Accounts Payable	-152.48	70,165.58
Bill Pmt -Check	11/15/1999	1160	FedEx		2000 · Accounts Payable	-86.75	70,078.83
Bill Pmt -Check	11/15/1999	1161	AT&T Wireless	Monthly charges for 5 cellular phones	2000 · Accounts Payable	-542.25	69,536.58
Bill Pmt -Check	11/15/1999	1162	AT&T	Long Distance	2000 · Accounts Payable	-19.55	69,517.03
Check	11/16/1999	1163	Photostatic	Photo Development	5220 · Photography Supplies	-113.15	69,403.88
Check	11/16/1999	1164	Jim Armstrong		6050 · Travel & Lodging	-1,061.56	68,342.32
Check	11/17/1999	1166	Zephyrhills	Water	6157 · Office Supplies	-71.30	68,271.02
Bill Pmt -Check	11/17/1999	1165	Mink Video Prod. Inc		2000 · Accounts Payable	-161.00	68,110.02
Check	11/19/1999	1167	Jude Rosario	64.75 hours at \$24.04/hr	5111 · Sub-contractors	-1,556.59	66,553.43
Check	11/19/1999	1168	Zakirul Shirajee	62.25 hrs at 24.04/hr	5111 · Sub-contractors	-1,496.49	65,056.94
Bill Pmt -Check	11/19/1999	1169	Bell South		2000 · Accounts Payable	-12.86	65,044.08
Paycheck	11/19/1999	1170	Jennifer A Kluge		-SPLIT-	-856.99	64,187.09
Paycheck	11/19/1999	1171	Martha Mantecón		-SPLIT-	-1,249.73	62,937.36

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	11/19/1999	1172	Jim Armstrong		6050 · Travel & Lodging	-758.80	62,178.56
Check	11/19/1999	1173	First Union	Safety Deposit Box	6190 · Miscellaneous	-60.00	62,118.56
Check	11/19/1999	1174	Brian G Utley	Taxes on promissory notes	-SPLIT-	-787.42	61,331.14
Check	11/19/1999	1175	Corporation Service Com...	Exp. Reimb - meals for meetings	6860 · State	-139.05	61,192.09
Check	11/19/1999	1176	Enka Lewin		-SPLIT-	-95.36	61,096.73
Check	11/22/1999	1177	E. Bernstein		-SPLIT-	-3,017.93	58,078.80
Check	11/22/1999	1178	UPS	Invoice -459	6140 · Postage and Shipping	-51.00	58,027.80
Check	11/22/1999	1179	GlobalCom	Telephone - Long Distance	2000 · Accounts Payable	-55.63	57,972.17
Check	11/22/1999	1180	Photostatic	Photo Development	5220 · Photography Supplies	-76.01	57,896.16
Bill Pmt -Check	11/23/1999	1181	FedEx		2000 · Accounts Payable	-20.25	57,875.91
Bill Pmt -Check	11/23/1999	1181	Filter Fresh	Mini Moo Flavor Case	2000 · Accounts Payable	-25.00	57,850.91
Bill Pmt -Check	11/23/1999	1183	American Speedy	Color & black and white copies	2000 · Accounts Payable	-324.26	57,526.65
Bill Pmt -Check	11/23/1999	1184	AMEX		2000 · Accounts Payable	-1,320.22	56,206.43
Bill Pmt -Check	11/23/1999	1182	Personal Limousine Servi...	Drop off Jim Armstrong to Ft. Lauderdale A...	2000 · Accounts Payable	-46.00	56,160.43
Check	11/24/1999	1185	Candice Bernstein		1630 · Loan Receivable - ...	-2,500.00	53,660.43
Check	11/29/1999	1186	Boca Cafe	food for office meeting	6081 · Promotion	-13.52	53,646.91
Bill Pmt -Check	11/30/1999	1187	Mlink Video Prod. Inc		2000 · Accounts Payable	-150.00	53,496.91
Bill Pmt -Check	11/30/1999	1188	Mlink Video Prod. Inc		2000 · Accounts Payable	-250.00	53,246.91
Check	11/30/1999	1190	Jenex Financial Services		1720 · Start Up Costs	-2,250.00	50,996.91
Check	12/2/1999	1189	Photostatic	Invin Newman	5220 · Photography Supplies	-82.55	50,914.36
Check	12/2/1999	1191	COSTCO	Food and misc. office supplies	6157 · Office Supplies	-60.97	50,853.39
Check	12/2/1999	1192	Candice Bernstein	Photostatic Expense	5220 · Photography Supplies	-249.60	50,603.79
Bill Pmt -Check	12/2/1999	1193	Designers Service Bureau	furniture rental	2000 · Accounts Payable	-1,487.18	49,116.61
Bill Pmt -Check	12/2/1999	1194	AT&T Wireless	Charges for Oct 20-Oct 26 (3 phones)	2000 · Accounts Payable	-94.71	49,021.90
Bill Pmt -Check	12/2/1999	1195	United Health Care	Dec. Health Insurance	2000 · Accounts Payable	-1,266.48	47,755.42
Bill Pmt -Check	12/2/1999	1196	Boca Raton Office Supply		2000 · Accounts Payable	-1,152.54	46,602.88
Bill Pmt -Check	12/2/1999	1197	FedEx	Shipping	2000 · Accounts Payable	-170.75	46,432.13
Bill Pmt -Check	12/2/1999	1198	Chaney's Locksmith Servi...		2000 · Accounts Payable	-124.55	46,307.58
Paycheck	12/3/1999	1199	Jennifer A Kluge		-SPLIT-	-856.97	45,450.61
Paycheck	12/3/1999	1200	Martha Mantecon	84 hrs at 24.04/hr	-SPLIT-	-1,249.73	44,200.88
Check	12/3/1999	1201	Zakirui Shiralee	45.5 hours at \$24.04/hr	5111 · Sub-contractors	-2,019.36	42,181.52
Check	12/3/1999	1202	Jude Rosario		5111 · Sub-contractors	-1,093.82	41,087.70
Check	12/3/1999	1203	Candice Bernstein		2199 · Deferred Salaries	-2,500.00	38,587.70
Check	12/3/1999	1204	Republic Security Bank	Dec. auto payment	6180 · Automobile	-252.70	38,335.00
Check	12/3/1999	1205	Chromatek	Photo printing exp.	5220 · Photography Supplies	-154.28	38,180.72
Check	12/3/1999	1206	Photostatic	Photo Development	5220 · Photography Supplies	-7.28	38,173.44
Check	12/6/1999	1207	TTI National, Inc.	Long Distance	2000 · Accounts Payable	-254.05	37,919.39
Bill Pmt -Check	12/6/1999	1208	Genco	Dec. payment	6255 · Auto Insurance	-83.00	37,836.39
Check	12/6/1999	1210	Diversified Distributors Int...	Laser Printer	2000 · Accounts Payable	-978.00	36,858.39
Bill Pmt -Check	12/6/1999	1209	PitneyWorks		2000 · Accounts Payable	-50.00	36,808.39
Check	12/27/1999	1212	Comp USA	CDRs, CDRWs, floppy disks	6156 · Computer Supplies	-63.57	36,744.82
Check	12/27/1999	1213	Melzer Lippe, Goldstein ...	Invoice#64810	1620 · Loan Rec-ivewit Te...	-5,313.34	31,431.48
Check	12/27/1999	1211	Office Depot	VOID:	6156 · Computer Supplies	0.00	31,431.48
Check	12/8/1999	1214	Commissioner of Patent & ...	application filing fee for provisional applicati...	1620 · Loan Rec-ivewit Te...	-150.00	31,281.48
Check	12/8/1999	1215	Candice Bernstein		2199 · Deferred Salaries	-2,500.00	28,781.48
Check	12/8/1999	1216	Bank of America		6010 · Rent - Office	-14,561.14	14,220.34
Transfer	12/9/1999		American Speedy		1050 · CAP Acct.LLC - Firs...	75,000.00	89,220.34
Bill Pmt -Check	12/9/1999	1217	American Speedy		2000 · Accounts Payable	-786.16	88,434.18

**iviewit.com, Inc.**  
**General Ledger**  
**As of December 31, 1999**

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill Pmt -Check	12/9/1999	1218	UPS		2000 Accounts Payable	-7.50	88,426.68
Bill Pmt -Check	12/9/1999	1219	FedEx	Shipping	2000 Accounts Payable	-55.25	88,371.43
Check	12/10/1999	1220		VOID:	6190 Miscellaneous	0.00	88,371.43
Check	12/10/1999	1221	JDR Capital Corp	VOID:	1521 Leased Equipment	0.00	88,371.43
Bill Pmt -Check	12/10/1999	1222	JDR Capital Corp	Computer Equipment Lease (DLC)	2000 Accounts Payable	-249.33	88,122.10
Check	12/10/1999	1223	Jennifer A Kluge	Exp reimbursement-gas	6180 Automobile	-24.80	88,097.30
Check	12/10/1999	1224	Etika Lewin		-SPLIT-	-441.12	87,656.18
Check	12/10/1999	1225	Jim Armstrong	VOID:	6050 Travel & Lodging	0.00	87,656.18
Check	12/10/1999	1226	Guy Iantoni	Expense Reimbursement	-SPLIT-	-191.11	87,465.07
Check	12/10/1999	1227	Ray Joao	VOID:	1620 Loan Rec-iviewit Te...	0.00	87,465.07
Check	12/10/1999	1228	Ray Joao	Hotel & Meal exp for patent attorney	1620 Loan Rec-iviewit Te...	-598.46	86,866.61
Check	12/10/1999	1229	Armstrong Hirsch Jackow...	Sept 21, 1999 invoice	6271 Legal Fees	-2,506.22	84,360.39
Bill Pmt -Check	12/10/1999	1230	Mink Video Prod, Inc		2000 Accounts Payable	-250.00	84,110.39
Check	12/10/1999	1229	James F. Armstrong		-SPLIT-	-3,179.72	80,930.67
Check	12/10/1999	1231	First Union	New Checks	6190 Miscellaneous	-53.75	80,876.92
Liability Check	12/13/1999	1232	First Union		-SPLIT-	-7,386.81	73,490.11
Bill Pmt -Check	12/13/1999	1233	Prime Co		2000 Accounts Payable	-280.35	73,229.76
Check	12/14/1999	1234	Candice Bernstein	VOID:	1630 Loan Receivable - ...	0.00	73,229.76
Check	12/15/1999	1235	Candice Bernstein	VOID:	2199 Deferred Salaries	-2,500.00	70,729.76
Check	12/15/1999	1236	Bell South	VOID:	6040 Telephone	0.00	70,729.76
Check	12/15/1999	1237	Bell South	Nov. bill for 417.8980	6040 Telephone	-217.63	70,512.13
Check	12/15/1999	1238	Bell South	Nov. bill for Candice home 800	6040 Telephone	-6.00	70,506.13
Check	12/16/1999	1239	Alpha Cellular	Extra battery and headset for Eliot's phone	6040 Telephone	-158.89	70,347.24
Bill Pmt -Check	12/16/1999	1240	AT&T Wireless	Nov. charges for 5 cellular phones	2000 Accounts Payable	-836.10	69,511.14
Bill Pmt -Check	12/16/1999	1241	American Speedy	Business Plans	2000 Accounts Payable	-324.26	69,186.88
Bill Pmt -Check	12/16/1999	1242	Chaney's Locksmith Servi...		2000 Accounts Payable	-121.90	69,064.98
Bill Pmt -Check	12/16/1999	1243	FedEx	Shipping	2000 Accounts Payable	-36.25	69,028.73
Bill Pmt -Check	12/16/1999	1244	FP & L	November Utilities Expense	2000 Accounts Payable	-440.15	68,588.58
Bill Pmt -Check	12/16/1999	1245	Zephyrthills	bottled water	2000 Accounts Payable	-29.34	68,559.24
Bill Pmt -Check	12/16/1999	1246	UPS	Charges for 11/13/99 -12/03/99	2000 Accounts Payable	-88.12	68,447.62
Bill Pmt -Check	12/16/1999	1248	GlobalCom	Telephone - Long Distance & 800	2000 Accounts Payable	-252.00	68,195.62
Bill Pmt -Check	12/16/1999	1247	Steve Nance-Poor Photog...	Travel for Ray Joao	6050 Travel & Lodging	-330.50	67,865.12
Check	12/17/1999	1249	AMEX	Travel for Ray Joao	2000 Accounts Payable	-71.15	67,793.97
Bill Pmt -Check	12/17/1999	1250	American Speedy	Business Cards	2000 Accounts Payable	-6.01	67,787.96
Bill Pmt -Check	12/17/1999	1251	AT&T	Long Distance	2000 Accounts Payable	-3.37	67,784.59
Bill Pmt -Check	12/17/1999	1252	Bell South	Monthly local service charges	2000 Accounts Payable	-872.22	66,912.37
Bill Pmt -Check	12/17/1999	1253	Bell South	Install phone line in lobby	2000 Accounts Payable	-85.00	66,827.37
Bill Pmt -Check	12/17/1999	1254	Comphax Communications	French Roast Coffee	2000 Accounts Payable	-91.70	66,735.67
Bill Pmt -Check	12/17/1999	1255	Filter Fresh	Shipping	2000 Accounts Payable	-16.00	66,719.67
Bill Pmt -Check	12/17/1999	1256	FedEx		2000 Accounts Payable	-856.99	65,862.68
Paycheck	12/20/1999	1259	Jennifer A Kluge		-SPLIT-	-1,249.74	64,612.94
Paycheck	12/20/1999	1260	Martha Mantlecon		-SPLIT-	-1,806.00	62,806.94
Check	12/20/1999	1257	Zakrui Shirajee	75.25 hrs at 24/hr	5111 Sub-contractors	-1,464.00	61,342.94
Check	12/20/1999	1258	Jude Rosario	61 hours at \$24/hr	5111 Sub-contractors	-34.92	61,308.02
Check	12/20/1999	1262	Jennifer A Kluge	Business Plan Development-Socolor	-SPLIT-	-30,000.00	31,308.02
Check	12/21/1999	1261	MEGA	Exp reimb	6280 Consulting Fees	-371.49	30,936.53
Check	12/23/1999	1263	J. Rosario	Exp reimb.-Hotel in Boston	-SPLIT-	-416.63	30,519.90
Check	12/23/1999	1264	Simon Bernstein		6050 Travel & Lodging		

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

Type	Date	Num	Name	Memo	Split	Amount	Balance	
Check	12/23/1999	1265	Erika Lewin		-SPLIT-	-91.13	30,428.77	
Check	12/23/1999	1266	Jim Armstrong		-SPLIT-	-500.67	29,928.10	
Check	12/23/1999	1267	Brian G Utley		-SPLIT-	0.00	29,928.10	
Check	12/23/1999	1268	Brian G Utley		-SPLIT-	0.00	29,928.10	
Check	12/27/1999	1269	Wild Oats	lunch for Quest Meeting	6081 · Promotion	-38.61	29,889.49	
Deposit	12/27/1999				-SPLIT-	15,005.45	44,894.94	
Check	12/29/1999	1270	Transamerica Life Insura...	VOID: Binder for Eliot Bernstein	6256 · Life Insurance	0.00	44,894.94	
Check	12/29/1999	1271	Transamerica Life Insura...	Binder for Eliot Bernstein	6256 · Life Insurance	-1,009.24	43,885.70	
Check	12/29/1999	1272	Comp USA	Network card	6156 · Computer Supplies	-63.57	43,822.13	
Check	12/29/1999	1273	Candice Bernstein		2199 · Deferred Salaries	-1,500.00	42,322.13	
Check	12/30/1999	1274	Melzer, Lippe, Goldstein ...	reimb for patent office disbursements	1620 · Loan Rec-iviewit Te...	-320.00	42,002.13	
Total 1010 · Checking LLC - First Union							42,002.13	42,002.13
<b>1060 · CAP Acct.LLC- First Union</b>								
Transfer	9/30/1999			To record beginning balance	3000 · Opening Bal Equity	346,375.10	346,375.10	
Transfer	10/11/1999				1010 · Checking LLC - Firs...	-75,000.00	271,375.10	
Transfer	10/25/1999				1010 · Checking LLC - Firs...	-100,000.00	171,375.10	
Deposit	10/31/1999			Cap Acct Interest	7010 · Interest Income	1,272.63	172,647.73	
Transfer	11/3/1999				1010 · Checking LLC - Firs...	-75,000.00	97,647.73	
Deposit	11/23/1999			Surepay Credit First Union CD in Misc Data	7010 · Interest Income	229.78	97,877.51	
Deposit	11/30/1999			Nov. Interest Income	7010 · Interest Income	397.01	98,274.52	
Transfer	12/9/1999				1010 · Checking LLC - Firs...	-75,000.00	23,274.52	
Deposit	12/23/1999			Surepay Credit	7010 · Interest Income	222.36	23,496.88	
Deposit	12/31/1999			Interest	7010 · Interest Income	183.20	23,680.08	
Total 1050 · CAP Acct.LLC- First Union							23,680.08	23,680.08
<b>1060 · Cash In Escrow - First Union</b>								
Deposit	9/30/1999			Account Opening Balance	3000 · Opening Bal Equity	54,000.00	54,000.00	
Total 1060 · Cash In Escrow - First Union							54,000.00	54,000.00
<b>1100 · Accounts Receivable</b>								
General Journal	12/4/1999	9	Corporation Service Co.	Overpmt of State taxes on promissory note ...	6860 · State	139.05	139.05	
Total 1100 · Accounts Receivable							139.05	139.05
<b>1120 · Inventory Asset</b>								
Total 1120 · Inventory Asset							0.00	0.00
<b>1499 · Undeposited Funds</b>								
Total 1499 · Undeposited Funds							0.00	0.00
<b>1900 · Employee Advances</b>								
Total 1900 · Employee Advances							0.00	0.00



iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>3300 · Suspense</b>							
Total 3300 · Suspense							
<b>1620 · Leased Equipment</b>							
<b>1621 · Leased Equipment</b>							
General Journal	10/15/1999			To record leased equipment purchase	2650 · Capital Lease Paya...	6,527.02	6,527.02
Check	12/10/1999	1221	JDR Capital Corp	VOID:	1010 · Checking LLC - Firs...	0.00	6,527.02
Total 1521 · Leased Equipment							
<b>1626 · Accum Depr - Leased Equipment</b>							
General Journal	12/31/1999			To record yearly depr.	8200 · Depreciation Expense	-326.35	-326.35
Total 1525 · Accum Depr - Leased Equipment							
<b>1620 · Leased Equipment - Other</b>							
Total 1520 · Leased Equipment - Other							
<b>1610 · Computer &amp; Other Equip</b>							
<b>1611 · Computer &amp; Other Equip.</b>							
General Journal	9/30/1999			Exp reimb (S)-Dell Computer 6/7/99	3000 · Opening Bal Equity	782.28	782.28
Bill	9/30/1999		AMEX	Dell Comp. 8/1/99	2000 · Accounts Payable	2,499.48	3,281.76
General Journal	9/30/1999			Exp reimb (S)-Dell Computer	3000 · Opening Bal Equity	7,946.50	11,228.26
General Journal	9/30/1999			Exp reimb (Brian)-Tabloid scanner, UMAX ...	3000 · Opening Bal Equity	1,725.00	12,953.26
General Journal	9/30/1999			Exp reimb (S)-Dell Comp. 5/3/99	3000 · Opening Bal Equity	3,372.80	16,326.06
General Journal	9/30/1999			Exp reimb(Candice)-HP Scan Jet 8/15/99	3000 · Opening Bal Equity	529.97	16,856.03
General Journal	9/30/1999			Exp reimb(S)-Dell Comp. s8/3/98	3000 · Opening Bal Equity	3,064.46	19,920.29
General Journal	9/30/1999			Exp reimb(S)-Dell Comp s 4/30/99	3000 · Opening Bal Equity	4,573.90	24,494.19
Check	10/4/1999	1038	Confax Communications	Telephone System	1010 · Checking LLC - Firs...	7,500.00	31,994.19
Check	10/12/1999	1066	Danny Eber	Used Dell Computer	1010 · Checking LLC - Firs...	1,500.00	33,494.19
Check	10/15/1999	1076	DCL National	VOID: DELL Computers	1010 · Checking LLC - Firs...	0.00	33,494.19
Check	10/19/1999	1080	Confax Communications	Telephone System - remaining pmt	1010 · Checking LLC - Firs...	8,394.70	41,888.89
Check	10/20/1999	1085	Comp USA	SONY laptop	1010 · Checking LLC - Firs...	2,766.56	44,655.45
Check	10/20/1999	1086	DELL	Computers & Stations	1010 · Checking LLC - Firs...	23,667.68	68,323.13
Bill	11/1/1999		AMEX	PC Connection	2000 · Accounts Payable	1,131.08	69,454.21
Bill	11/4/1999			Laser Printer	2000 · Accounts Payable	978.00	70,432.21
Check	11/9/1999	1144	E. Bernstein	Exp. reimb.network card	1010 · Checking LLC - Firs...	910.45	71,342.66
Bill	12/17/1999		Brian Utley	Video Equip-Digital Imaging System	2000 · Accounts Payable	10,417.37	81,760.03
General Journal	12/31/1999			To correct double counting computer purch...	2199 · Deferred Salaries	-7,946.50	73,813.53
Total 1511 · Computer & Other Equip.							
<b>1616 · Accum. Depr - Comp. Equip</b>							
General Journal	12/31/1999			To record yearly depr.	8200 · Depreciation Expense	-3,690.68	-3,690.68
Total 1515 · Accum. Depr - Comp. Equip							

**iviewit.com, Inc.**  
**General Ledger**  
 As of December 31, 1999

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>1610 - Computer &amp; Other Equip - Other</b>							
Total 1610 - Computer & Other Equip - Other						0.00	0.00
<b>1630 - Furniture &amp; Fixtures</b>							
<b>1631 - Furniture &amp; Fixtures</b>							
Bill	10/21/1999		Brian Utley	Refrigerator	2000 - Accounts Payable	617.99	617.99
Total 1631 - Furniture & Fixtures						617.99	617.99
<b>1635 - Accum. Depr. - Furniture</b>							
General Journal	12/31/1999			To record yearly depr.	8200 - Depreciation Expense	-22.06	-22.06
Total 1635 - Accum. Depr. - Furniture						-22.06	-22.06
<b>1630 - Furniture &amp; Fixtures - Other</b>							
Total 1630 - Furniture & Fixtures - Other						0.00	0.00
<b>Total 1530 - Furniture &amp; Fixtures</b>							
						595.93	595.93
<b>1740 - Security Deposits</b>							
Check	10/15/1999	1075	DCL National	Last month deposit for computer lease	1010 - Checking LLC - Firs...	243.91	243.91
Total 1740 - Security Deposits						243.91	243.91
<b>1620 - Loan Rec-ivewit Technologies</b>							
Deposit	9/30/1999			Account Opening Balance	3000 - Opening Bal Equity	31,379.22	31,379.22
Check	12/7/1999	1213	Melzer, Lippe, Goldstein ...	Invoices#64810	1010 - Checking LLC - Firs...	5,313.34	36,692.56
Check	12/8/1999	1214	Commissioner of Patent &...	application filing fee for provisional applicati...	1010 - Checking LLC - Firs...	150.00	36,842.56
Check	12/10/1999	1227	Ray Joao	VOID:	1010 - Checking LLC - Firs...	0.00	36,842.56
Check	12/10/1999	1228	Ray Joao	Hotel & Meal exp for patent attorney	1010 - Checking LLC - Firs...	598.46	37,441.02
Check	12/30/1999	1274	Melzer, Lippe, Goldstein ...	reimb for patent office disbursements	1010 - Checking LLC - Firs...	320.00	37,761.02
General Journal	12/31/1999	16		To net payable against receivable	2510 - Loans - IVIEWIT LLC	-13,500.00	24,261.02
Total 1620 - Loan Rec-ivewit Technologies						24,261.02	24,261.02
<b>1630 - Loan Receivable - Misc.</b>							
Deposit	9/30/1999			Account Opening Balance	3000 - Opening Bal Equity	18,400.00	18,400.00
Check	9/30/1999	1043	E. Bernstein	VOID:	1010 - Checking LLC - Firs...	0.00	18,400.00
Check	10/14/1999	1070	E. Bernstein		1010 - Checking LLC - Firs...	5,000.00	23,400.00
Check	11/24/1999	1185	Candice Bernstein		1010 - Checking LLC - Firs...	2,500.00	25,900.00
General Journal	11/30/1999	6		To net loan against deferred salaries	2199 - Deferred Salaries	-25,900.00	0.00
Check	12/14/1999	1234	Candice Bernstein	VOID:	1010 - Checking LLC - Firs...	0.00	0.00
Total 1630 - Loan Receivable - Misc.						0.00	0.00

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>1720 - Start Up Costs</b>							
Bill	9/21/1999		Proskauer Rose LLP	#44206.08	2000 · Accounts Payable	44,206.08	44,206.08
Bill	9/21/1999		Proskauer Rose LLP	Record beginning balance	2000 · Accounts Payable	182,729.55	226,935.63
Bill	9/22/1999	1741	Goldstein Lewin & Co.		2000 · Accounts Payable	27,415.15	254,350.78
Check	9/25/1999	1029	Bank of America	Sept 25-30 Rent	1010 · Checking LLC - Firs...	2,912.24	257,263.02
Transfer	9/30/1999				3000 · Opening Bal Equity	660.00	257,923.02
Check	9/30/1999	1046	Brian Utley	VOID:	1010 · Checking LLC - Firs...	0.00	257,923.02
Bill	9/30/1999		Boca Raton Office Supply	Office Expense	2000 · Accounts Payable	844.79	258,767.81
Bill	9/30/1999		Real 3D Inc.	Tech. exp -Invoices 01130, 01118, 01117, ...	2000 · Accounts Payable	22,710.71	281,478.52
Bill	9/30/1999		AMEX		2000 · Accounts Payable	4,097.00	285,575.52
Bill	9/30/1999		Zakrui Shirajlee	For services performed from 9/15-9/30	2000 · Accounts Payable	793.32	286,368.84
Bill	9/30/1999		J. Rosario		2000 · Accounts Payable	336.56	286,705.40
Bill	9/30/1999		Intermedia Communications	Telephone Expense	2000 · Accounts Payable	470.93	287,176.33
Bill	9/30/1999		Mlink Video Prod. Inc	Photography exp.	2000 · Accounts Payable	191.00	287,367.33
Bill	9/30/1999		Prime Co	Telephone Expense	2000 · Accounts Payable	842.60	288,209.93
Bill	9/30/1999		UPS	Shipping Expense	2000 · Accounts Payable	61.75	288,271.68
Bill	9/30/1999		Designers Service Bureau	2 months furniture rental	2000 · Accounts Payable	3,302.76	291,574.44
Bill	9/30/1999		COSCO	Misc. office supplies	2000 · Accounts Payable	461.48	292,035.92
Bill	9/30/1999		COSCO	Membership Fee	2000 · Accounts Payable	35.00	292,070.92
Bill	9/30/1999		Bernstein (Elliot)		2000 · Accounts Payable	548.72	292,619.64
Bill	9/30/1999		Bernstein (Elliot)		2000 · Accounts Payable	1,235.26	293,854.90
Bill	9/30/1999		G. Iantoni	Exp. reimbursement - travel, food & office s...	2000 · Accounts Payable	368.23	294,223.13
Bill	9/30/1999		G. Iantoni	Exp. reimbursement - verio server exp & co...	2000 · Accounts Payable	1,593.29	295,816.42
Bill	9/30/1999		Zakrui Shirajlee	Book on MS 2000	2000 · Accounts Payable	42.39	295,858.81
Transfer	9/30/1999			To record adjusted beg. balance per GL bo...	3000 · Opening Bal Equity	71,726.99	367,585.80
General Journal	9/30/1999	AJE 1		To reclassify start up costs into indiv. exp a...	6156 · Computer Supplies	-420,431.66	-52,845.86
Check	10/7/1999	1047	Brian Utley	VOID:	1010 · Checking LLC - Firs...	0.00	-52,845.86
Bill	10/12/1999		Proskauer Rose LLP	#333336	2000 · Accounts Payable	42,038.20	-10,807.66
Bill	10/13/1999	2050	Goldstein Lewin & Co.		2000 · Accounts Payable	2,203.20	-8,604.46
General Journal	10/20/1999		Proskauer Rose LLP	#829813	2000 · Accounts Payable	900.00	-7,704.46
General Journal	10/20/1999		Proskauer Rose LLP	#829814	2000 · Accounts Payable	2,625.00	-5,079.46
General Journal	10/20/1999		Proskauer Rose LLP	#334208	2000 · Accounts Payable	223.25	-4,856.21
General Journal	10/20/1999		Proskauer Rose LLP	#334207	2000 · Accounts Payable	71.25	-4,784.96
Bill	10/26/1999		Proskauer Rose LLP		2000 · Accounts Payable	2,534.96	-2,250.00
Check	11/30/1999	1190	Jennex Financial Services	Irwin Newman	1010 · Checking LLC - Firs...	2,250.00	0.00
<b>Total 1720 · Start Up Costs</b>							
<b>1725 · Organizational Costs</b>							
Deposit	9/30/1999			Account Opening Balance	3000 · Opening Bal Equity	245.00	245.00
General Journal	12/31/1999			Expense Organizational Costs	6150 · General Office Exp...	-245.00	0.00
<b>Total 1725 · Organizational Costs</b>							
<b>1760 · Utility Deposits</b>							
Deposit	9/30/1999			Account Opening Balance	3000 · Opening Bal Equity	805.00	805.00
<b>Total 1750 · Utility Deposits</b>							

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

2000 - Accounts Payable									
Type	Date	Num	Name	Memo	Split	Amount	Balance		
Bill	9/21/1999		Proskauer Rose LLP		1720 · Start Up Costs	-44,206.08	0.00		
Bill	9/21/1999		Proskauer Rose LLP	Record beginning balance	1720 · Start Up Costs	-182,729.55	-226,935.63		
Bill	9/22/1999	1741	Goldstein Lewin & Co.		1720 · Start Up Costs	-27,415.15	-254,350.78		
Bill Pmt -Check	9/22/1999	1028	Proskauer Rose LLP	Record beginning balance	1010 · Checking LLC - Firs...	75,000.00	-179,350.78		
Bill	9/30/1999		Boca Raton Office Supply		1720 · Start Up Costs	-844.79	-180,195.57		
Bill	9/30/1999		Real 3D Inc.	Tech. exp -Invoices 01130, 01118, 01117, ...	1720 · Start Up Costs	-22,710.71	-202,906.28		
Bill	9/30/1999		AMEX		-SPLT-	-6,596.48	-209,502.76		
Bill	9/30/1999		Zakirul Shirajee	Outside Services	1720 · Start Up Costs	-793.32	-210,296.08		
Bill	9/30/1999		J. Rosario		1720 · Start Up Costs	-336.56	-210,632.64		
Bill	9/30/1999		Intermedia Communications		1720 · Start Up Costs	-470.93	-211,103.57		
Bill	9/30/1999		Mink Video Prod. Inc		1720 · Start Up Costs	-191.00	-211,294.57		
Bill	9/30/1999		Prime Co		1720 · Start Up Costs	-842.80	-212,137.17		
Bill	9/30/1999		UPS		1720 · Start Up Costs	-61.75	-212,198.92		
Bill	9/30/1999		Designers Service Bureau	2 months furniture rental	1720 · Start Up Costs	-3,302.76	-215,501.68		
Bill	9/30/1999		COSCO		1720 · Start Up Costs	-461.48	-215,963.16		
Bill	9/30/1999		COSCO		1720 · Start Up Costs	-35.00	-215,998.16		
Bill	9/30/1999		Bernstein (Eliot)		1720 · Start Up Costs	-548.72	-216,546.88		
Bill	9/30/1999		Bernstein (Eliot)		1720 · Start Up Costs	-1,235.26	-217,782.14		
Bill	9/30/1999		G. Iantoni		1720 · Start Up Costs	-368.23	-218,150.37		
Bill	9/30/1999		G. Iantoni		1720 · Start Up Costs	-1,593.29	-219,743.66		
Bill	9/30/1999		Zakirul Shirajee	Outside Services	1720 · Start Up Costs	-42.39	-219,786.05		
Bill	10/21/1999	1045	AMEX		1010 · Checking LLC - Firs...	6,596.48	-213,189.57		
Bill Pmt -Check	10/21/1999	1052	Zakirul Shirajee	Outside Services	1010 · Checking LLC - Firs...	793.32	-212,396.25		
Bill Pmt -Check	10/21/1999	1053	Intermedia Communications		1010 · Checking LLC - Firs...	470.93	-211,925.32		
Bill Pmt -Check	10/21/1999	1054	Mink Video Prod. Inc		1010 · Checking LLC - Firs...	191.00	-211,734.32		
Bill Pmt -Check	10/21/1999	1060	Prime Co		1010 · Checking LLC - Firs...	842.80	-210,891.72		
Bill Pmt -Check	10/21/1999	1061	UPS		1010 · Checking LLC - Firs...	61.75	-210,829.97		
Bill Pmt -Check	10/21/1999	1055	Bernstein (Eliot)		1010 · Checking LLC - Firs...	548.72	-210,281.25		
Bill Pmt -Check	10/21/1999	1056	Bernstein (Eliot)		1010 · Checking LLC - Firs...	1,235.26	-209,045.99		
Bill Pmt -Check	10/21/1999	1057	G. Iantoni		1010 · Checking LLC - Firs...	368.23	-208,677.76		
Bill Pmt -Check	10/21/1999	1058	G. Iantoni		1010 · Checking LLC - Firs...	1,593.29	-207,084.47		
Bill Pmt -Check	10/21/1999	1059	Zakirul Shirajee	Outside Services	1010 · Checking LLC - Firs...	42.39	-207,042.08		
Bill	10/10/1999		AT&T	800 Starter line	6040 · Telephone	-32.50	-207,074.58		
Bill Pmt -Check	10/11/1999	1062	Designers Service Bureau	2 months furniture rental	1010 · Checking LLC - Firs...	3,302.76	-203,771.82		
Bill Pmt -Check	10/11/1999	1063	COSCO		1010 · Checking LLC - Firs...	461.48	-203,310.34		
Bill Pmt -Check	10/11/1999	1064	COSCO		1010 · Checking LLC - Firs...	35.00	-203,275.34		
Bill Pmt -Check	10/11/1999	2232	American Speedy	Color & black and white copies	6158 · Copying & Printing	-324.26	-203,599.60		
Bill	10/12/1999		Proskauer Rose LLP		1720 · Start Up Costs	-42,038.20	-245,637.80		
Bill	10/12/1999	1065	J. Rosario		1010 · Checking LLC - Firs...	336.56	-245,301.24		
Bill Pmt -Check	10/12/1999	2050	Goldstein Lewin & Co.		1720 · Start Up Costs	-2,203.20	-247,504.44		
Bill	10/13/1999		Wall Street Journal		6120 · Dues and Subscrip...	-51.94	-247,556.38		
Bill	10/15/1999		Proskauer Rose LLP		1720 · Start Up Costs	-900.00	-248,456.38		
General Journal	10/20/1999		Proskauer Rose LLP		1720 · Start Up Costs	-2,625.00	-251,081.38		
General Journal	10/20/1999		Proskauer Rose LLP		1720 · Start Up Costs	-223.25	-251,304.63		
General Journal	10/20/1999		Proskauer Rose LLP		1720 · Start Up Costs	-71.25	-251,375.88		
General Journal	10/21/1999		Intermedia Communications		6040 · Telephone	-152.48	-251,528.36		
Bill	10/21/1999		AT&T	Long Distance	6040 · Telephone	-19.55	-251,547.91		

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill	10/21/1999		Brian Utley		1531 · Furniture & Fixtures	-617.99	-252,165.90
Bill	10/25/1999		Prime Co		6040 · Telephone	-581.23	-252,747.13
Bill	10/26/1999		Proskauer Rose LLP		1720 · Start Up Costs	-2,534.96	-255,282.09
Bill Pmt -Check	10/26/1999	1107	Proskauer Rose LLP		1010 · Checking LLC - Firs...	2,534.96	-252,747.13
Bill	10/27/1999		AT&T Wireless	Charges for Oct 20-Oct 26 (3 phones)	6040 · Telephone	-94.71	-252,841.84
Bill	10/28/1999	2301	American Speedy	Color & black and white copies	6158 · Copying & Printing	-324.26	-253,166.10
Bill	10/28/1999	43239	Filter Fresh		6157 · Office Supplies	-90.00	-253,256.10
Bill	10/28/1999		Bell South	Charges for Oct.	6040 · Telephone	-1,377.44	-254,633.54
Bill Pmt -Check	10/29/1999	1111	Boea Raton Office Supply		1010 · Checking LLC - Firs...	844.79	-253,788.75
Bill Pmt -Check	10/29/1999	1110	AT&T	800 Starter line	1010 · Checking LLC - Firs...	32.50	-253,756.25
Bill Pmt -Check	10/29/1999	1106	Proskauer Rose LLP		1010 · Checking LLC - Firs...	50,000.00	-203,756.25
Bill	10/29/1999		Real 3D Inc.	Tech exp -invoice 01151	5112 · Real 3D	-29,824.79	-233,581.04
Bill	10/29/1999		Filter Fresh		6157 · Office Supplies	-25.00	-233,606.04
Bill	10/30/1999		UPS	Mini Moo Flavor Case	6140 · Postage and Shipping	-57.00	-233,663.04
Bill	11/1/1999		Bell South		6040 · Telephone	-14.76	-233,677.80
Bill	11/1/1999		UPS		6140 · Postage and Shipping	-233.00	-233,910.80
Bill Pmt -Check	11/1/1999	1118	Bell South		1010 · Checking LLC - Firs...	14.76	-233,896.04
Bill Pmt -Check	11/1/1999	1116	Real 3D Inc.	Tech. exp -invoices 01130, 01118, 01117, ...	1010 · Checking LLC - Firs...	22,710.71	-211,185.33
Bill	11/1/1999		Personal Limousine Servi...	Drop off Jim Armstrong to Ft. Lauderdale A...	6050 · Travel & Lodging	-46.00	-211,231.33
Bill	11/1/1999		AMEX		-SPLIT-	-1,320.22	-212,551.55
Bill	11/2/1999	7-79...	FedEx		6140 · Postage and Shipping	-92.25	-212,643.80
Bill	11/2/1999		FP & L		6030 · Utilities	-317.91	-212,961.71
Bill	11/3/1999	4276...	Corporation Service Com...	October Utilities Expense	6860 · State	-42.50	-213,004.21
Bill	11/3/1999	4276...	Corporation Service Com...	State Fee Disbursement & Documentary St...	6860 · State	-60.00	-213,064.21
Bill	11/3/1999	4276...	Corporation Service Com...	State Fee Disbursement & Documentary St...	6860 · State	-36.55	-213,100.76
Bill	11/4/1999		Diversified Distributors Int...	Laser Printer	1511 · Computer & Other ...	-978.00	-214,078.76
Bill	11/5/1999	4276...	Corporation Service Com...	State Fee Disbursement & Documentary St...	6860 · State	-42.50	-214,121.26
Bill	11/5/1999	4276...	Corporation Service Com...	State Fee Disbursement & Documentary St...	6860 · State	-93.50	-214,214.76
Bill Pmt -Check	11/9/1999	1147	American Speedy	Color & black and white copies	1010 · Checking LLC - Firs...	324.26	-213,890.50
Bill	11/9/1999		AT&T Wireless	Monthly charges for 5 cellular phones	6040 · Telephone	-542.25	-214,432.75
Bill	11/9/1999	7-79...	FedEx		6140 · Postage and Shipping	-86.75	-214,519.50
Bill	11/9/1999		PitneyWorks		6140 · Postage and Shipping	-50.00	-214,569.50
Bill	11/10/1999		Milk Video Prod. Inc		5120 · Video Supplies	-161.00	-214,730.50
Bill	11/10/1999		Bell South		6040 · Telephone	-12.86	-214,743.36
Bill	11/10/1999		FedEx		6140 · Postage and Shipping	-20.25	-214,763.61
Bill	11/11/1999	2362...	American Speedy	Business Cards	6158 · Copying & Printing	-786.16	-215,549.77
Bill	11/13/1999	-469	UPS		6140 · Postage and Shipping	-7.50	-215,557.27
Bill Pmt -Check	11/15/1999	1150	Wall Street Journal		1010 · Checking LLC - Firs...	51.94	-215,505.33
Bill Pmt -Check	11/15/1999	1151	UPS		1010 · Checking LLC - Firs...	290.00	-215,215.33
Bill Pmt -Check	11/15/1999	1153	Prime Co		1010 · Checking LLC - Firs...	581.23	-214,634.10
Bill Pmt -Check	11/15/1999	1154	FP & L		1010 · Checking LLC - Firs...	317.91	-214,316.19
Bill Pmt -Check	11/15/1999	1155	Filter Fresh		1010 · Checking LLC - Firs...	90.00	-214,226.19
Bill Pmt -Check	11/15/1999	1156	FedEx		1010 · Checking LLC - Firs...	92.25	-214,133.94
Bill Pmt -Check	11/15/1999	1157	Bell South	Charges for Oct.	1010 · Checking LLC - Firs...	1,377.44	-212,756.50
Bill Pmt -Check	11/15/1999	1158	Corporation Service Com...		1010 · Checking LLC - Firs...	275.05	-212,481.45
Bill Pmt -Check	11/15/1999	1159	Intermedia Communications		1010 · Checking LLC - Firs...	152.48	-212,328.97
Bill Pmt -Check	11/15/1999	1160	FedEx		1010 · Checking LLC - Firs...	86.75	-212,242.22
Bill Pmt -Check	11/15/1999	1161	AT&T Wireless	Monthly charges for 5 cellular phones	1010 · Checking LLC - Firs...	542.25	-211,699.97

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill Pmt -Check	11/15/1999	1162	AT&T	Long Distance	1010 - Checking LLC - Firs...	19.55	-211,680.42
Bill	11/15/1999		GlobalCom	Telephone - Long Distance	6040 - Telephone	-55.63	-211,736.05
Bill	11/15/1999	2380...	American Speedy	Business Plans	6158 - Copying & Printing	-324.28	-212,060.31
Bill	11/16/1999	9912...	JDR Capital Corp	Computer Equipment Lease (DLC)	-SPLIT-	-249.33	-212,309.64
Bill	11/17/1999		Milk Video Prod. Inc		5120 - Video Supplies	-150.00	-212,459.64
Bill	11/17/1999	2588	Goldstein Lewin & Co.		6272 - Accounting	-5,096.15	-217,555.79
Bill Pmt -Check	11/17/1999	1165	Milk Video Prod. Inc	Shipping	1010 - Checking LLC - Firs...	161.00	-217,394.79
Bill	11/17/1999	7-79...	FedEx	Shipping	6140 - Postage and Shipping	-170.75	-217,565.54
Bill	11/17/1999	2003...	TTI National, Inc.	Long Distance	6040 - Telephone	-254.05	-217,819.59
Bill	11/18/1999		Chaney's Locksmith Servi...		6161 - Building Repairs	-124.55	-217,944.14
Bill Pmt -Check	11/19/1999	1169	Bell South	Long Distance	1010 - Checking LLC - Firs...	12.86	-217,931.28
Bill	11/19/1999		Intermedia Communications		2199 - Deferred Salaries	-92.10	-218,023.38
Bill	11/21/1999		AT&T		6040 - Telephone	-5.01	-218,029.39
Bill Pmt -Check	11/22/1999	1178	Boca Raton Office Supply	Long Distance	6157 - Office Supplies	-1,152.54	-219,181.93
Bill	11/22/1999		GlobalCom	Telephone - Long Distance	1010 - Checking LLC - Firs...	55.63	-219,126.30
Bill Pmt -Check	11/22/1999	1180	Designers Service Bureau	furniture rental	6262 - Furniture Lease	-1,487.18	-220,613.48
Bill	11/23/1999	1181	FedEx		1010 - Checking LLC - Firs...	20.25	-220,593.23
Bill Pmt -Check	11/23/1999	1181	Filter Fresh	Mirni Moo Flavor Case	1010 - Checking LLC - Firs...	25.00	-220,568.23
Bill Pmt -Check	11/23/1999	1183	American Speedy	Color & black and white copies	1010 - Checking LLC - Firs...	324.26	-220,243.97
Bill Pmt -Check	11/23/1999	1184	AMEX		1010 - Checking LLC - Firs...	1,320.22	-218,923.75
Bill Pmt -Check	11/23/1999	1182	Personal Limousine Servi...	Drop off Jim Armstrong to Ft. Lauderdale A...	1010 - Checking LLC - Firs...	46.00	-218,877.75
Bill	11/23/1999	2400...	American Speedy	Business Cards	6158 - Copying & Printing	-71.15	-218,948.90
Bill	11/23/1999	7-79...	Chaney's Locksmith Servi...	Shipping	6140 - Postage and Shipping	-55.25	-219,004.15
Bill	11/24/1999		Milk Video Prod. Inc		6161 - Building Repairs	-121.90	-219,126.05
Bill	11/24/1999		Prime Co	bottled water	5120 - Video Supplies	-500.00	-219,626.05
Bill	11/24/1999		Zephyr Hills		6040 - Telephone	-260.35	-219,886.40
Bill	11/28/1999	-444...	Bell South		6157 - Office Supplies	-29.34	-219,915.74
Bill	11/29/1999	11.2...	United Health Care		6040 - Telephone	-872.22	-220,787.96
Bill	11/29/1999	9911	Cardus Gastelbondo	Dec. Health Insurance	6252 - Health Insurance	-1,266.48	-222,054.44
Bill Pmt -Check	11/30/1999	1187	Milk Video Prod. Inc	Photo shoot at Lexus of Palm Beach	5210 - Sub-contract, Photo...	-250.00	-222,304.44
Bill Pmt -Check	11/30/1999	1188	Milk Video Prod. Inc		1010 - Checking LLC - Firs...	150.00	-222,154.44
Bill	11/30/1999	7-79...	FedEx	Shipping	1010 - Checking LLC - Firs...	250.00	-221,904.44
Bill	12/1/1999		Boca Raton Office Supply		6140 - Postage and Shipping	-36.25	-221,940.69
Bill	12/1/1999		FP & L	November Utilities Expense	6157 - Office Supplies	-164.99	-222,105.68
Bill	12/1/1999		Bell South	Monthly local service charges	6030 - Utilities	-440.15	-222,545.83
Bill	12/1/1999		Verio Web Hosting		6040 - Telephone	-3.37	-222,549.20
Bill	12/1/1999		CT Corporation		5050 - Web Hosting Fee	-10.64	-222,559.84
Bill Pmt -Check	12/2/1999	1193	Designers Service Bureau	Ivewit.com, Inc.-annual invoice for statutor...	6130 - Licenses & Permits	-255.00	-222,814.84
Bill Pmt -Check	12/2/1999	1194	AT&T Wireless	furniture rental	1010 - Checking LLC - Firs...	1,487.18	-222,637.66
Bill Pmt -Check	12/2/1999	1195	United Health Care	Chargers for Oct-20-Oct 26 (3 phones)	1010 - Checking LLC - Firs...	94.71	-222,542.95
Bill Pmt -Check	12/2/1999	1196	Boca Raton Office Supply	Dec. Health Insurance	1010 - Checking LLC - Firs...	1,266.48	-221,276.47
Bill Pmt -Check	12/2/1999	1197	FedEx	Shipping	1010 - Checking LLC - Firs...	1,152.54	-220,123.93
Bill Pmt -Check	12/2/1999	1198	Chaney's Locksmith Servi...		1010 - Checking LLC - Firs...	170.75	-219,953.18
Bill	12/2/1999		Steve Nance-Poor Photo...		1010 - Checking LLC - Firs...	124.55	-219,828.63
Bill	12/3/1999	44275	Filter Fresh	French Roast Coffee	5210 - Sub-contract, Photo...	-252.00	-220,080.63
Bill	12/4/1999	12.0...	AT&T Wireless	Nov. charges for 5 cellular phones	6157 - Office Supplies	-91.70	-220,172.33
Bill					6040 - Telephone	-836.10	-221,008.43

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill	12/4/1999		UPS	Charges for 11/13/99 -12/03/99	6140 · Postage and Shipping	-23.50	-221,031.93
Bill	12/4/1999		Bell South		6040 · Telephone	-412.57	-221,444.50
Bill	12/4/1999		Intermedia Communications		6040 · Telephone	-375.60	-221,820.10
Bill	12/4/1999		Bell South		2199 · Deferred Salaries	-99.70	-221,919.80
Bill Pmt -Check	12/6/1999	1207	TTI National, Inc.	Long Distance	1010 · Checking LLC - Firs...	254.05	-221,665.75
Bill	12/6/1999		Comphax Communications	Instal phone line in lobby	6040 · Telephone	-85.00	-221,750.75
Bill Pmt -Check	12/6/1999	1210	Diversified Distributors Int...	Laser Printer	1010 · Checking LLC - Firs...	978.00	-220,772.75
Bill	12/6/1999		PitneyWorks		1010 · Checking LLC - Firs...	50.00	-220,722.75
Bill	12/7/1999	-92173	FedEx	Shipping	6140 · Postage and Shipping	-16.00	-220,738.75
Bill Pmt -Check	12/9/1999	1217	American Speedy	Business Cards	1010 · Checking LLC - Firs...	786.16	-219,952.59
Bill	12/9/1999		UPS		1010 · Checking LLC - Firs...	7.50	-219,945.09
Bill Pmt -Check	12/9/1999	1218	FedEx	Shipping	1010 · Checking LLC - Firs...	55.25	-219,889.84
Bill	12/9/1999		Bell Atlantic		6040 · Telephone	-339.02	-220,228.86
Bill Pmt -Check	12/10/1999	1222	JDR Capital Corp	Computer Equipment Lease (DLC)	1010 · Checking LLC - Firs...	249.33	-219,979.53
Bill Pmt -Check	12/10/1999	1230	Mink Video Prod, Inc		1010 · Checking LLC - Firs...	250.00	-219,729.53
Bill	12/10/1999	2963	Goldstein Lewin & Co.		6272 · Accounting	-3,315.31	-223,044.84
Bill	12/10/1999		GlobalCom	Telephone - Long Distance & 800	6040 · Telephone	-88.12	-223,132.96
Bill	12/11/1999		UPS	Charges for 12/04/99 -12/10/99	6140 · Postage and Shipping	-14.25	-223,147.21
Bill Pmt -Check	12/13/1999	1233	Prime Co		1010 · Checking LLC - Firs...	260.35	-222,886.86
Bill	12/14/1999	01178	America's Capital Partners	Tech. exp -invoice 01178	-SPLIT-	-351.43	-223,238.29
Bill	12/14/1999	-21146	Real 3D Inc.		5112 · Real 3D	-40,137.63	-263,375.92
Bill	12/16/1999	1240	FedEx	Shipping	6140 · Postage and Shipping	-62.00	-263,437.92
Bill Pmt -Check	12/16/1999	1241	AT&T Wireless	Nov. charges for 5 cellular phones	1010 · Checking LLC - Firs...	836.10	-262,601.82
Bill Pmt -Check	12/16/1999	1242	American Speedy	Business Plans	1010 · Checking LLC - Firs...	324.26	-262,277.56
Bill Pmt -Check	12/16/1999	1243	Chaney's Locksmith Servi...		1010 · Checking LLC - Firs...	121.90	-262,155.66
Bill Pmt -Check	12/16/1999	1244	FedEx	Shipping	1010 · Checking LLC - Firs...	36.25	-262,119.41
Bill Pmt -Check	12/16/1999	1245	FP & L	November Utilities Expense	1010 · Checking LLC - Firs...	29.34	-261,679.26
Bill Pmt -Check	12/16/1999	1246	UPS	bottled water	1010 · Checking LLC - Firs...	23.50	-261,626.42
Bill Pmt -Check	12/16/1999	1248	GlobalCom	Charges for 11/13/99 -12/03/99	1010 · Checking LLC - Firs...	88.12	-261,538.30
Bill Pmt -Check	12/16/1999	1247	Steve Nance-Poor Photog...	Telephone - Long Distance & 800	1010 · Checking LLC - Firs...	252.00	-261,286.30
Bill	12/16/1999	3394...	JDR Capital Corp	Computer Equipment Lease (DLC)	-SPLIT-	-249.33	-261,535.63
Bill Pmt -Check	12/17/1999	1250	Proskauer Rose LLP	Business Cards	1010 · Checking LLC - Firs...	71.15	-261,561.08
Bill Pmt -Check	12/17/1999	1251	American Speedy	Long Distance	1010 · Checking LLC - Firs...	6.01	-261,555.07
Bill Pmt -Check	12/17/1999	1252	AT&T	Monthly local service charges	1010 · Checking LLC - Firs...	3.37	-261,551.70
Bill Pmt -Check	12/17/1999	1253	Bell South		1010 · Checking LLC - Firs...	872.22	-260,679.48
Bill Pmt -Check	12/17/1999	1254	Bell South	Install phone line in lobby	1010 · Checking LLC - Firs...	85.00	-260,594.48
Bill Pmt -Check	12/17/1999	1255	Comphax Communications	French Roast Coffee	1010 · Checking LLC - Firs...	91.70	-260,502.78
Bill Pmt -Check	12/17/1999	1256	Filter Fresh	Shipping	1010 · Checking LLC - Firs...	16.00	-260,486.78
Bill Pmt -Check	12/17/1999		FedEx		1511 · Computer & Other ...	-10,417.37	-270,904.15
Bill	12/17/1999		Brian Utley		6170 · Gifts	-65.80	-270,969.95
Bill	12/18/1999	-15	AMEX		6040 · Telephone	-390.49	-271,360.44
Bill	12/19/1999		TTI National, Inc.	Long Distance	6120 · Dues and Subscript...	-49.97	-271,410.41
Bill	12/19/1999		Industry Standard, The	Subscription-40 issues	-SPLIT-	-826.90	-272,237.31
Bill	12/19/1999		Brian Utley		-SPLIT-	-3,521.57	-275,758.88
Bill	12/19/1999		Brian Utley		-SPLIT-	-278.34	-276,037.22
Bill	12/20/1999	3396...	Proskauer Rose LLP		6271 · Legal Fees	-511.94	-276,649.16

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

Type	Date	Num	Name	Memo	Split	Amount	Balance
Bill	12/21/1999	2048...	Intermedia Communications		6040 · Telephone	-1,070.00	-277,719.16
Bill	12/21/1999	0075...	Intermedia Communications	plane tickets for D. Socolor & H. Sullivan 1...	6040 · Telephone	-415.82	-278,134.98
Bill	12/21/1999		MEGA		6050 · Travel & Lodging	-369.00	-278,503.98
Bill	12/21/1999		AT&T	Long Distance	6040 · Telephone	-6.30	-278,510.28
Bill	12/24/1999	4441...	Zephyrhills	Dec. bottled water	6157 · Office Supplies	-36.59	-278,546.87
Bill	12/26/1999		Bell Atlantic		6040 · Telephone	-131.59	-278,678.46
Bill	12/27/1999		AT&T Wireless	Late payment fee	6040 · Telephone	-1.46	-278,679.92
Bill	12/28/1999	-74717	FedEx	Shipping on 12/22/99	6140 · Postage and Shipping	-12.75	-278,692.67
Bill	12/28/1999		Filter Fresh		6157 · Office Supplies	-90.00	-278,782.67
Bill	12/28/1999		Bell South		6040 · Telephone	-736.40	-279,519.07
Bill	12/29/1999	3401...	Proskauer Rose LLP		6271 · Legal Fees	-50,154.10	-329,673.17
Bill	12/29/1999	30153	Proskauer Rose LLP		6271 · Legal Fees	-1,425.00	-331,098.17
Bill	12/29/1999		Proskauer Rose LLP		6271 · Legal Fees	-27.80	-331,125.97
Bill	12/31/1999		Boca Raton Office Supply		6157 · Office Supplies	-453.30	-331,579.27
Bill	12/31/1999		BDS Courier		6140 · Postage and Shipping	-32.00	-331,611.27
Bill	12/31/1999		J. Rosario	Services for 12/13-12/30/99 (46.5 hrs @ \$...	5111 · Sub-contractors	-1,116.00	-332,727.27
General Journal	12/31/1999	16	Zakirul Shirajee	Services for 12/10-12/30/99 (90.25 hrs @ ...	5111 · Sub-contractors	-2,166.00	-334,893.27
Bill	12/31/1999		FP & L	To accrue utilities for Dec.	6030 · Utilities	-405.19	-335,298.46
Bill	12/31/1999		UPS	Charges for 12/1/99 -12/31/99	6140 · Postage and Shipping	-36.00	-335,334.46
Bill	12/31/1999		Personal Limousine Servi...	Misc. drop offs & pick ups	6050 · Travel & Lodging	-552.50	-335,886.96
Bill	12/31/1999		Brian Utley		6050 · Travel & Lodging	-184.25	-336,071.21
Bill	12/31/1999		Brian Utley		6050 · Travel & Lodging	-333.00	-336,404.21
Bill	12/31/1999		Brian Utley		-SPLIT-	-421.12	-336,825.33
Bill	12/31/1999		Brian Utley		6190 · Miscellaneous	-650.00	-337,475.33
Bill	12/31/1999		AT&T Wireless	Dec. charges for 5 cellular phones	6040 · Telephone	-1,060.80	-338,536.13
Bill	12/31/1999		Goldstein Lewin & Co.	Invoice #3399, Dec. services	6272 · Accounting	-2,433.00	-340,969.13
Total 2000 · Accounts Payable							
Total 2000 · Accounts Payable						-340,969.13	-340,969.13
<b>2050 · Accrued Interest Liability</b>							
General Journal	12/31/1999			Accrued interest as of 12/31/99	6920 · Loan Interest	-5,188.56	-5,188.56
Total 2050 · Accrued Interest Liability						-5,188.56	-5,188.56
<b>2100 · Payroll Liabilities</b>							
<b>2101 · Accrued Salaries</b>							
General Journal	11/30/1999	7		To accrue wages for Jen	-SPLIT-	-1,041.67	-1,041.67
General Journal	11/30/1999	7		To accrue wages for Martha	2101 · Accrued Salaries	-1,541.67	-2,583.34
General Journal	12/31/999	8		To reverse accrual	6562 · Wages (Deferred)	2,583.34	0.00
General Journal	12/15/1999	11		To accrue PR for Martha & Jen	6561 · Wages	-2,583.34	-2,583.34
General Journal	12/20/1999	12		To reverse accrual upon payment	6561 · Wages	2,583.34	0.00
General Journal	12/31/1999	13		To accrue PR for Martha & Jen	6561 · Wages	-2,583.34	-2,583.34
Total 2101 · Accrued Salaries						-2,583.34	-2,583.34



**iviewit.com, Inc.**  
**General Ledger**  
**As of December 31, 1999**

Type	Date	Num	Name	Memo	Split	Amount	Balance	
<b>2199 - Deferred Salaries</b>								
General Journal	11/9/1999	1		To record accrual for period 11/01-11/15/99	6562 · Wages (Deferred)	-22,916.67	-22,916.67	
Bill	11/19/1999		Intermedia Communications	11/19/99 Invoice pd by Co. for Eliot	2000 · Accounts Payable	92.10	-22,824.57	
General Journal	11/30/1999	4		To record accrual for period 11/15-11/30/99	6562 · Wages (Deferred)	-22,916.67	-45,741.24	
General Journal	11/30/1999	5		To accrue Eliot's salary to 10/31/99	6562 · Wages (Deferred)	-45,000.00	-90,741.24	
General Journal	11/30/1999	6		To net loan against deferred salaries	1630 · Loan Receivable - ...	25,900.00	-64,841.24	
Check	12/31/999	1203	Candice Bernstein		1010 · Checking LLC - Firs...	2,500.00	-62,341.24	
Bill	12/4/1999		Bell South	Nov. phone bill, paid by co. for Eliot	2000 · Accounts Payable	99.70	-62,241.54	
Check	12/8/1999	1215	Candice Bernstein		1010 · Checking LLC - Firs...	2,500.00	-59,741.54	
General Journal	12/15/1999	10		To accrue deferred payroll for 12/01-12/15	6562 · Wages (Deferred)	-22,916.67	-82,658.21	
Check	12/15/1999	1235	Candice Bernstein		1010 · Checking LLC - Firs...	2,500.00	-80,158.21	
Check	12/29/1999	1273	Candice Bernstein		1010 · Checking LLC - Firs...	1,500.00	-78,658.21	
General Journal	12/31/1999			To accrue deferred salaries for 12/16-12/3...	6562 · Wages (Deferred)	-21,666.67	-100,324.88	
General Journal	12/31/1999			To correct double counting computer purch...	1511 · Computer & Other ...	7,946.50	-92,378.38	
General Journal	12/31/1999	14		To reflect reversal of withholding at yr end	2108 · Exchange	-1,000.00	-93,378.38	
Total 2199 - Deferred Salaries							-93,378.38	-93,378.38
<b>2102 - Federal Withholding</b>								
Paycheck	8/31/1999	1031	Brian G Utley		1010 · Checking LLC - Firs...	-1,247.92	-1,247.92	
Paycheck	9/22/1999	1032	Brian G Utley		1010 · Checking LLC - Firs...	-1,247.92	-2,495.84	
Paycheck	10/7/1999	1048	Brian G Utley		1010 · Checking LLC - Firs...	-1,247.92	-3,743.76	
Paycheck	10/7/1999	1049	Guy T Iantoni		1010 · Checking LLC - Firs...	-577.00	-4,320.76	
Paycheck	10/7/1999	1050	Martha Mantlecon		1010 · Checking LLC - Firs...	-97.00	-4,417.76	
Paycheck	10/7/1999	1051	Jennifer A Kluge		1010 · Checking LLC - Firs...	-14.00	-4,431.76	
Liability Check	10/14/1999	1073	First Union		1010 · Checking LLC - Firs...	2,495.84	-1,935.92	
Paycheck	10/22/1999	1089	Brian G Utley		1010 · Checking LLC - Firs...	-1,247.92	-3,183.84	
Paycheck	10/22/1999	1090	Erika R Lewin		1010 · Checking LLC - Firs...	-113.00	-3,296.84	
Paycheck	10/22/1999	1091	Guy T Iantoni		1010 · Checking LLC - Firs...	-284.00	-3,580.84	
Paycheck	10/22/1999	1092	Jennifer A Kluge		1010 · Checking LLC - Firs...	-125.00	-3,705.84	
Paycheck	10/22/1999	1093	Martha Mantlecon		1010 · Checking LLC - Firs...	-174.00	-3,879.84	
Paycheck	11/1/1999	1114	Eliot Bernstein		1010 · Checking LLC - Firs...	-926.25	-4,806.09	
Paycheck	11/5/1999	1122	Brian G Utley		1010 · Checking LLC - Firs...	-1,247.92	-6,054.01	
Paycheck	11/5/1999	1123	Erika R Lewin		1010 · Checking LLC - Firs...	-361.00	-6,415.01	
Paycheck	11/5/1999	1124	Guy T Iantoni		1010 · Checking LLC - Firs...	-365.00	-6,780.01	
Paycheck	11/5/1999	1125	Jennifer A Kluge		1010 · Checking LLC - Firs...	-1,050.00	-7,830.01	
Paycheck	11/5/1999	1126	Jill B Iantoni		1010 · Checking LLC - Firs...	-316.00	-8,146.01	
Paycheck	11/5/1999	1127	Martha Mantlecon		1010 · Checking LLC - Firs...	-174.00	-8,320.01	
Liability Check	11/15/1999	1149	First Union		1010 · Checking LLC - Firs...	3,879.84	-4,440.17	
Paycheck	11/19/1999	1170	Jennifer A Kluge		1010 · Checking LLC - Firs...	-3,600.17	-8,040.34	
Paycheck	11/19/1999	1171	Martha Mantlecon		1010 · Checking LLC - Firs...	-174.00	-8,214.34	
Paycheck	12/31/999	1199	Jennifer A Kluge		1010 · Checking LLC - Firs...	-105.00	-8,319.34	
Paycheck	12/31/999	1200	Martha Mantlecon		1010 · Checking LLC - Firs...	-174.00	-8,493.34	
Liability Check	12/13/1999	1232	First Union		1010 · Checking LLC - Firs...	3,774.17	-4,719.17	
Paycheck	12/20/1999	1259	Jennifer A Kluge		1010 · Checking LLC - Firs...	-105.00	-4,824.17	
Paycheck	12/20/1999	1260	Martha Mantlecon		1010 · Checking LLC - Firs...	-174.00	-5,000.17	
Total 2102 - Federal Withholding							-558.00	-558.00

Ivewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>2103 - Social Security</b>							
Paycheck	8/31/1999	1031	Brian G Utley		1010 - Checking LLC - Firs...	-258.33	-258.33
Paycheck	8/31/1999	1031	Brian G Utley		1010 - Checking LLC - Firs...	-258.33	-516.66
Paycheck	9/22/1999	1032	Brian G Utley		1010 - Checking LLC - Firs...	-258.34	-775.00
Paycheck	9/22/1999	1032	Brian G Utley		1010 - Checking LLC - Firs...	-258.34	-1,033.34
Paycheck	10/7/1999	1048	Brian G Utley		1010 - Checking LLC - Firs...	-258.33	-1,291.67
Paycheck	10/7/1999	1048	Brian G Utley		1010 - Checking LLC - Firs...	-258.33	-1,550.00
Paycheck	10/7/1999	1049	Guy T lantoni		1010 - Checking LLC - Firs...	-193.75	-1,743.75
Paycheck	10/7/1999	1049	Guy T lantoni		1010 - Checking LLC - Firs...	-193.75	-1,937.50
Paycheck	10/7/1999	1050	Martha Mantecon		1010 - Checking LLC - Firs...	-63.72	-2,001.22
Paycheck	10/7/1999	1050	Martha Mantecon		1010 - Checking LLC - Firs...	-63.73	-2,064.95
Paycheck	10/7/1999	1050	Martha Mantecon		1010 - Checking LLC - Firs...	-26.78	-2,091.73
Paycheck	10/7/1999	1051	Jennifer A Kluge		1010 - Checking LLC - Firs...	-26.79	-2,118.52
Paycheck	10/7/1999	1051	Jennifer A Kluge		1010 - Checking LLC - Firs...	516.67	-1,601.85
Paycheck	10/7/1999	1051	Jennifer A Kluge		1010 - Checking LLC - Firs...	516.67	-1,085.18
Paycheck	10/7/1999	1051	Jennifer A Kluge		1010 - Checking LLC - Firs...	-258.33	-1,343.51
Paycheck	10/7/1999	1051	Jennifer A Kluge		1010 - Checking LLC - Firs...	-53.65	-1,601.84
Paycheck	10/7/1999	1051	Jennifer A Kluge		1010 - Checking LLC - Firs...	-53.65	-1,655.49
Paycheck	10/22/1999	1090	Erika R Lewin		1010 - Checking LLC - Firs...	-1,709.14	-1,709.14
Paycheck	10/22/1999	1091	Guy T lantoni		1010 - Checking LLC - Firs...	-143.08	-1,852.22
Paycheck	10/22/1999	1091	Guy T lantoni		1010 - Checking LLC - Firs...	-143.08	-1,995.30
Paycheck	10/22/1999	1091	Guy T lantoni		1010 - Checking LLC - Firs...	-72.92	-2,068.22
Paycheck	10/22/1999	1092	Jennifer A Kluge		1010 - Checking LLC - Firs...	-72.91	-2,141.13
Paycheck	10/22/1999	1092	Jennifer A Kluge		1010 - Checking LLC - Firs...	-72.91	-2,214.04
Paycheck	10/22/1999	1093	Martha Mantecon		1010 - Checking LLC - Firs...	-95.59	-2,296.72
Paycheck	10/22/1999	1093	Martha Mantecon		1010 - Checking LLC - Firs...	-95.58	-2,332.30
Paycheck	10/22/1999	1093	Martha Mantecon		1010 - Checking LLC - Firs...	-465.00	-2,797.30
Paycheck	10/22/1999	1093	Martha Mantecon		1010 - Checking LLC - Firs...	-465.00	-3,262.30
Paycheck	11/1/1999	1114	Eliot Bernstein		1010 - Checking LLC - Firs...	-258.34	-3,520.64
Paycheck	11/1/1999	1114	Eliot Bernstein		1010 - Checking LLC - Firs...	-258.34	-3,778.98
Paycheck	11/5/1999	1122	Brian G Utley		1010 - Checking LLC - Firs...	-116.25	-3,895.23
Paycheck	11/5/1999	1122	Brian G Utley		1010 - Checking LLC - Firs...	-116.25	-4,011.48
Paycheck	11/5/1999	1123	Erika R Lewin		1010 - Checking LLC - Firs...	-160.96	-4,172.44
Paycheck	11/5/1999	1123	Erika R Lewin		1010 - Checking LLC - Firs...	-160.96	-4,333.40
Paycheck	11/5/1999	1124	Guy T lantoni		1010 - Checking LLC - Firs...	-84.58	-4,397.98
Paycheck	11/5/1999	1124	Guy T lantoni		1010 - Checking LLC - Firs...	-84.58	-4,462.56
Paycheck	11/5/1999	1125	Jennifer A Kluge		1010 - Checking LLC - Firs...	-64.58	-4,527.14
Paycheck	11/5/1999	1125	Jennifer A Kluge		1010 - Checking LLC - Firs...	-64.58	-4,591.72
Paycheck	11/5/1999	1126	Jill B lantoni		1010 - Checking LLC - Firs...	-143.08	-4,734.80
Paycheck	11/5/1999	1126	Jill B lantoni		1010 - Checking LLC - Firs...	-143.08	-4,877.88
Paycheck	11/5/1999	1127	Martha Mantecon		1010 - Checking LLC - Firs...	-95.58	-4,973.46
Paycheck	11/5/1999	1127	Martha Mantecon		1010 - Checking LLC - Firs...	-95.58	-5,069.04
Paycheck	11/5/1999	1149	First Union		1010 - Checking LLC - Firs...	1,166.15	-3,902.89
Paycheck	11/5/1999	1149	First Union		1010 - Checking LLC - Firs...	1,166.15	-2,736.74
Paycheck	11/19/1999	1170	Jennifer A Kluge		1010 - Checking LLC - Firs...	-64.58	-2,801.32
Paycheck	11/19/1999	1170	Jennifer A Kluge		1010 - Checking LLC - Firs...	-64.58	-2,865.90
Paycheck	11/19/1999	1171	Martha Mantecon		1010 - Checking LLC - Firs...	-95.58	-2,961.48
Paycheck	11/19/1999	1171	Martha Mantecon		1010 - Checking LLC - Firs...	-95.58	-3,057.06
Paycheck	12/3/1999	1199	Jennifer A Kluge		1010 - Checking LLC - Firs...	-64.59	-3,121.65
Paycheck	12/3/1999	1199	Jennifer A Kluge		1010 - Checking LLC - Firs...	-64.59	-3,186.24
Paycheck	12/3/1999	1200	Martha Mantecon		1010 - Checking LLC - Firs...	-95.59	-3,281.83
Paycheck	12/3/1999	1200	Martha Mantecon		1010 - Checking LLC - Firs...	-95.59	-3,377.42

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

Type	Date	Num	Name	Memo	Split	Amount	Balance	
Paycheck	12/31/1999	1200	Martha Mantecon		1010 · Checking LLC - Firs...	-95.59	-3,248.26	
Liability Check	12/13/1999	1232	First Union		1010 · Checking LLC - Firs...	1,463.95	-1,784.31	
Liability Check	12/13/1999	1232	First Union		1010 · Checking LLC - Firs...	-320.36	-320.36	
Paycheck	12/20/1999	1259	Jennifer A Kluge		1010 · Checking LLC - Firs...	-64.58	-384.94	
Paycheck	12/20/1999	1259	Jennifer A Kluge		1010 · Checking LLC - Firs...	-64.58	-449.52	
Paycheck	12/20/1999	1260	Martha Mantecon		1010 · Checking LLC - Firs...	-95.58	-545.10	
Paycheck	12/20/1999	1260	Martha Mantecon		1010 · Checking LLC - Firs...	-95.58	-640.68	
Total 2103 · Social Security							-640.68	
<b>2104 · Medicare</b>								
Paycheck	8/31/1999	1031	Brian G Utley		1010 · Checking LLC - Firs...	-60.42	-60.42	
Paycheck	8/31/1999	1031	Brian G Utley		1010 · Checking LLC - Firs...	-60.42	-120.84	
Paycheck	9/22/1999	1032	Brian G Utley		1010 · Checking LLC - Firs...	-60.41	-181.25	
Paycheck	9/22/1999	1032	Brian G Utley		1010 · Checking LLC - Firs...	-60.41	-241.66	
Paycheck	10/7/1999	1048	Brian G Utley		1010 · Checking LLC - Firs...	-60.42	-302.08	
Paycheck	10/7/1999	1048	Brian G Utley		1010 · Checking LLC - Firs...	-60.42	-362.50	
Paycheck	10/7/1999	1049	Guy T lantoni		1010 · Checking LLC - Firs...	-45.31	-407.81	
Paycheck	10/7/1999	1049	Guy T lantoni		1010 · Checking LLC - Firs...	-45.32	-453.13	
Paycheck	10/7/1999	1050	Martha Mantecon		1010 · Checking LLC - Firs...	-14.90	-468.03	
Paycheck	10/7/1999	1050	Martha Mantecon		1010 · Checking LLC - Firs...	-14.91	-482.94	
Paycheck	10/7/1999	1051	Jennifer A Kluge		1010 · Checking LLC - Firs...	-6.26	-489.20	
Paycheck	10/7/1999	1051	Jennifer A Kluge		1010 · Checking LLC - Firs...	-6.27	-495.47	
Liability Check	10/14/1999	1073	First Union		1010 · Checking LLC - Firs...	120.84	-374.63	
Liability Check	10/14/1999	1073	First Union		1010 · Checking LLC - Firs...	120.83	-253.80	
Paycheck	10/22/1999	1089	Brian G Utley		1010 · Checking LLC - Firs...	-60.42	-314.22	
Paycheck	10/22/1999	1089	Brian G Utley		1010 · Checking LLC - Firs...	-60.42	-374.64	
Paycheck	10/22/1999	1090	Erika R Lewin		1010 · Checking LLC - Firs...	-12.55	-387.19	
Paycheck	10/22/1999	1090	Erika R Lewin		1010 · Checking LLC - Firs...	-12.55	-399.74	
Paycheck	10/22/1999	1091	Guy T lantoni		1010 · Checking LLC - Firs...	-33.46	-433.20	
Paycheck	10/22/1999	1091	Guy T lantoni		1010 · Checking LLC - Firs...	-33.45	-466.65	
Paycheck	10/22/1999	1091	Guy T lantoni		1010 · Checking LLC - Firs...	-17.06	-483.71	
Paycheck	10/22/1999	1092	Jennifer A Kluge		1010 · Checking LLC - Firs...	-17.05	-500.76	
Paycheck	10/22/1999	1092	Jennifer A Kluge		1010 · Checking LLC - Firs...	-22.36	-523.12	
Paycheck	10/22/1999	1093	Martha Mantecon		1010 · Checking LLC - Firs...	-22.35	-545.47	
Paycheck	10/22/1999	1093	Martha Mantecon		1010 · Checking LLC - Firs...	-22.35	-567.82	
Paycheck	11/11/1999	1114	Eliot Bernstein		1010 · Checking LLC - Firs...	-108.75	-676.57	
Paycheck	11/11/1999	1114	Eliot Bernstein		1010 · Checking LLC - Firs...	-108.75	-785.32	
Paycheck	11/11/1999	1122	Brian G Utley		1010 · Checking LLC - Firs...	-60.41	-845.73	
Paycheck	11/15/1999	1122	Brian G Utley		1010 · Checking LLC - Firs...	-60.41	-906.14	
Paycheck	11/15/1999	1123	Erika R Lewin		1010 · Checking LLC - Firs...	-27.19	-933.33	
Paycheck	11/15/1999	1123	Erika R Lewin		1010 · Checking LLC - Firs...	-27.19	-960.52	
Paycheck	11/15/1999	1123	Erika R Lewin		1010 · Checking LLC - Firs...	-27.19	-987.71	
Paycheck	11/15/1999	1124	Guy T lantoni		1010 · Checking LLC - Firs...	-37.65	-1,025.36	
Paycheck	11/15/1999	1124	Guy T lantoni		1010 · Checking LLC - Firs...	-37.65	-1,063.01	
Paycheck	11/15/1999	1125	Jennifer A Kluge		1010 · Checking LLC - Firs...	-15.10	-1,078.11	
Paycheck	11/15/1999	1125	Jennifer A Kluge		1010 · Checking LLC - Firs...	-15.10	-1,093.21	
Paycheck	11/15/1999	1126	Jill B lantoni		1010 · Checking LLC - Firs...	-33.46	-1,126.67	
Paycheck	11/15/1999	1126	Jill B lantoni		1010 · Checking LLC - Firs...	-33.46	-1,160.13	
Paycheck	11/15/1999	1127	Martha Mantecon		1010 · Checking LLC - Firs...	-22.35	-1,182.48	
Paycheck	11/15/1999	1127	Martha Mantecon		1010 · Checking LLC - Firs...	-22.35	-1,204.83	

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

Type	Date	Num	Name	Memo	Split	Amount	Balance	
Liability Check	11/15/1999	1149	First Union		1010 - Checking LLC - Firs...	272.73	-882.56	
Liability Check	11/15/1999	1149	First Union		1010 - Checking LLC - Firs...	272.74	-609.82	
Paycheck	11/19/1999	1170	Jennifer A Kluge		1010 - Checking LLC - Firs...	-15.10	-624.92	
Paycheck	11/19/1999	1170	Jennifer A Kluge		1010 - Checking LLC - Firs...	-15.10	-640.02	
Paycheck	11/19/1999	1171	Martha Mantecon		1010 - Checking LLC - Firs...	-22.36	-662.38	
Paycheck	11/19/1999	1171	Martha Mantecon		1010 - Checking LLC - Firs...	-22.36	-684.74	
Paycheck	12/3/1999	1199	Jennifer A Kluge		1010 - Checking LLC - Firs...	-15.11	-699.85	
Paycheck	12/3/1999	1199	Jennifer A Kluge		1010 - Checking LLC - Firs...	-15.11	-714.96	
Paycheck	12/3/1999	1200	Martha Mantecon		1010 - Checking LLC - Firs...	-22.35	-737.31	
Paycheck	12/3/1999	1200	Martha Mantecon		1010 - Checking LLC - Firs...	-22.35	-759.66	
Liability Check	12/13/1999	1232	First Union		1010 - Checking LLC - Firs...	342.37	-417.29	
Liability Check	12/13/1999	1232	First Union		1010 - Checking LLC - Firs...	342.37	-74.92	
Paycheck	12/20/1999	1259	Jennifer A Kluge		1010 - Checking LLC - Firs...	-15.10	-90.02	
Paycheck	12/20/1999	1259	Jennifer A Kluge		1010 - Checking LLC - Firs...	-15.10	-105.12	
Paycheck	12/20/1999	1260	Martha Mantecon		1010 - Checking LLC - Firs...	-22.35	-127.47	
Paycheck	12/20/1999	1260	Martha Mantecon		1010 - Checking LLC - Firs...	-22.35	-149.82	
<b>Total 2104 - Medicare</b>							<b>-149.82</b>	<b>-149.82</b>
<b>2105 - Federal Unemployment</b>							<b>0.00</b>	<b>0.00</b>
Paycheck	8/31/1999	1031	Brian G Utley		1010 - Checking LLC - Firs...	-33.33	-33.33	
Paycheck	9/22/1999	1032	Brian G Utley		1010 - Checking LLC - Firs...	-22.67	-56.00	
Paycheck	10/7/1999	1048	Brian G Utley		1010 - Checking LLC - Firs...	0.00	-56.00	
Paycheck	10/7/1999	1049	Guy T lantoni		1010 - Checking LLC - Firs...	-25.00	-81.00	
Paycheck	10/7/1999	1050	Martha Mantecon		1010 - Checking LLC - Firs...	-8.22	-89.22	
Paycheck	10/7/1999	1051	Jennifer A Kluge		1010 - Checking LLC - Firs...	-3.46	-92.68	
Paycheck	10/22/1999	1089	Brian G Utley		1010 - Checking LLC - Firs...	0.00	-92.68	
Paycheck	10/22/1999	1090	Erika R Lewin		1010 - Checking LLC - Firs...	-6.92	-99.60	
Paycheck	10/22/1999	1091	Guy T lantoni		1010 - Checking LLC - Firs...	-18.46	-118.06	
Paycheck	10/22/1999	1092	Jennifer A Kluge		1010 - Checking LLC - Firs...	-9.40	-127.46	
Paycheck	10/22/1999	1093	Martha Mantecon		1010 - Checking LLC - Firs...	-12.34	-139.80	
Paycheck	10/22/1999	1093	Martha Mantecon		1010 - Checking LLC - Firs...	-12.34	-152.14	
Paycheck	11/1/1999	1114	Eliot Bernstein		1010 - Checking LLC - Firs...	-56.00	-208.14	
Paycheck	11/1/1999	1122	Brian G Utley		1010 - Checking LLC - Firs...	0.00	-208.14	
Paycheck	11/5/1999	1123	Erika R Lewin		1010 - Checking LLC - Firs...	-15.00	-223.14	
Paycheck	11/5/1999	1124	Guy T lantoni		1010 - Checking LLC - Firs...	-12.54	-235.68	
Paycheck	11/5/1999	1125	Jennifer A Kluge		1010 - Checking LLC - Firs...	-8.34	-244.02	
Paycheck	11/5/1999	1126	Jill B lantoni		1010 - Checking LLC - Firs...	-18.46	-262.48	
Paycheck	11/5/1999	1127	Martha Mantecon		1010 - Checking LLC - Firs...	-12.33	-274.81	
Paycheck	11/19/1999	1170	Jennifer A Kluge		1010 - Checking LLC - Firs...	-8.33	-283.13	
Paycheck	11/19/1999	1171	Martha Mantecon		1010 - Checking LLC - Firs...	-12.33	-295.46	
Paycheck	12/3/1999	1199	Jennifer A Kluge		1010 - Checking LLC - Firs...	-8.33	-303.79	
Paycheck	12/3/1999	1200	Martha Mantecon		1010 - Checking LLC - Firs...	-10.78	-314.57	
Paycheck	12/20/1999	1259	Jennifer A Kluge		1010 - Checking LLC - Firs...	-8.34	-322.91	
Paycheck	12/20/1999	1260	Martha Mantecon		1010 - Checking LLC - Firs...	0.00	-322.91	
<b>Total 2105 - Federal Unemployment</b>							<b>-310.58</b>	<b>-310.58</b>

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

Type	Date	Num	Name	Memo	Split	Amount	Balance		
<b>2106 - Florida Unemployment</b>									
Paycheck	8/31/1999	1031	Brian G Utley		1010 - Checking LLC - Firs...	-112.50	-112.50		
Paycheck	9/22/1999	1032	Brian G Utley		1010 - Checking LLC - Firs...	-76.50	-189.00		
Paycheck	10/7/1999	1048	Brian G Utley		1010 - Checking LLC - Firs...	0.00	-189.00		
Paycheck	10/7/1999	1049	Guy T lantoni		1010 - Checking LLC - Firs...	-84.38	-273.38		
Paycheck	10/7/1999	1050	Martha Mantecon		1010 - Checking LLC - Firs...	-27.75	-301.13		
Paycheck	10/7/1999	1051	Jennifer A Kluge		1010 - Checking LLC - Firs...	-11.66	-312.79		
Liability Check	10/19/1999	1081	Florida U.C. Fund		1010 - Checking LLC - Firs...	189.00	-123.79		
Paycheck	10/22/1999	1089	Brian G Utley		1010 - Checking LLC - Firs...	0.00	-123.79		
Paycheck	10/22/1999	1090	Erika R Lewin		1010 - Checking LLC - Firs...	-23.37	-147.16		
Paycheck	10/22/1999	1091	Guy T lantoni		1010 - Checking LLC - Firs...	-62.30	-209.46		
Paycheck	10/22/1999	1092	Jennifer A Kluge		1010 - Checking LLC - Firs...	-31.76	-241.22		
Paycheck	10/22/1999	1093	Martha Mantecon		1010 - Checking LLC - Firs...	-41.63	-282.85		
Paycheck	11/1/1999	1114	Eliot Bernstein		1010 - Checking LLC - Firs...	0.00	-282.85		
Paycheck	11/5/1999	1122	Brian G Utley		1010 - Checking LLC - Firs...	-189.00	-471.85		
Paycheck	11/5/1999	1123	Erika R Lewin		1010 - Checking LLC - Firs...	0.00	-471.85		
Paycheck	11/5/1999	1124	Guy T lantoni		1010 - Checking LLC - Firs...	-50.62	-522.47		
Paycheck	11/5/1999	1125	Jennifer A Kluge		1010 - Checking LLC - Firs...	-42.32	-564.79		
Paycheck	11/5/1999	1126	Jill B lantoni		1010 - Checking LLC - Firs...	-28.12	-592.91		
Paycheck	11/5/1999	1127	Martha Mantecon		1010 - Checking LLC - Firs...	-62.31	-655.22		
Paycheck	11/19/1999	1170	Jennifer A Kluge		1010 - Checking LLC - Firs...	-41.62	-696.84		
Paycheck	11/19/1999	1171	Martha Mantecon		1010 - Checking LLC - Firs...	-28.13	-724.97		
Paycheck	12/3/1999	1199	Jennifer A Kluge		1010 - Checking LLC - Firs...	-41.63	-766.60		
Paycheck	12/3/1999	1200	Martha Mantecon		1010 - Checking LLC - Firs...	-28.12	-794.72		
Paycheck	12/20/1999	1259	Jennifer A Kluge		1010 - Checking LLC - Firs...	-36.37	-831.09		
Paycheck	12/20/1999	1260	Martha Mantecon		1010 - Checking LLC - Firs...	-28.13	-859.22		
Total 2106 - Florida Unemployment							-859.22	-859.22	
<b>2107 - New Jersey W/holding</b>									
Total 2107 - New Jersey W/holding								0.00	0.00
<b>2108 - Exchange</b>									
Paycheck	11/1/1999	1114	Eliot Bernstein		1010 - Checking LLC - Firs...	-1,000.00	-1,000.00		
General Journal	12/31/1999			To reflect reversal of w/holding at yr end	2199 - Deferred Salaries	1,000.00	0.00		
Total 2108 - Exchange							0.00	0.00	
<b>2100 - Payroll Liabilities - Other</b>									
Total 2100 - Payroll Liabilities - Other								0.00	0.00
<b>Total 2100 - Payroll Liabilities</b>								-98,480.02	-98,480.02

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>2660 - Capital Lease Payable</b>							
Check	10/15/1999	1075	DCL National	First month computer lease prnt	1010 - Checking LLC - Firs...	243.91	243.91
General Journal	10/15/1999			To record leased equipment purchase	1521 - Leased Equipment	-6,527.02	-6,283.11
Bill	11/16/1999	9912...	JDR Capital Corp	Computer Equipment Lease (DLC)	2000 - Accounts Payable	127.05	-6,156.06
	12/16/1999		JDR Capital Corp	Computer Equipment Lease (DLC)	2000 - Accounts Payable	129.52	-6,026.54
Total 2650 - Capital Lease Payable						-6,026.54	-6,026.54
<b>2600 - Notes Pay.-Affiliated Entities</b>							
General Journal	10/29/1999			reclassification of loan	2600 - Loans - Huzienga H...	-500,000.00	-500,000.00
General Journal	12/31/1999	16		to reclassify	2590 - J. Osterling	-187,500.00	-687,500.00
Total 2500 - Notes Pay.-Affiliated Entities						-687,500.00	-687,500.00
<b>2690 - J. Osterling</b>							
Deposit	12/27/1999			to reclassify	1010 - Checking LLC - Firs...	-15,000.00	-15,000.00
General Journal	12/31/1999	16			-SPLT-	15,000.00	0.00
Total 2590 - J. Osterling						0.00	0.00
<b>2610 - Loans - IVIEWIT LLC</b>							
Check	9/30/1999			Account Opening Balance	3000 - Opening Bal Equity	-13,500.00	-13,500.00
General Journal	12/31/1999	16		To net payable against receivable	1620 - Loan Rec-iviewit Te...	13,500.00	0.00
Total 2510 - Loans - IVIEWIT LLC						0.00	0.00
<b>2620 - Loans - S. Bernstein</b>							
Check	9/30/1999			Account Opening Balance	3000 - Opening Bal Equity	-30,000.00	-30,000.00
General Journal	12/31/1999	16		to reclassify	2590 - J. Osterling	30,000.00	0.00
Total 2520 - Loans - S. Bernstein						0.00	0.00
<b>2630 - Loans - C. Bernstein</b>							
Total 2530 - Loans - C. Bernstein						0.00	0.00
<b>2640 - Loans - G. &amp; B. Lewin</b>							
Check	9/30/1999			Account Opening Balance	3000 - Opening Bal Equity	-30,000.00	-30,000.00
General Journal	12/31/1999	16		to reclassify	2590 - J. Osterling	30,000.00	0.00
Total 2540 - Loans - G. & B. Lewin						0.00	0.00
<b>2660 - Loans - J. Armstrong</b>							
Check	9/30/1999			Account Opening Balance	3000 - Opening Bal Equity	-15,000.00	-15,000.00
General Journal	12/31/1999	16		to reclassify	2590 - J. Osterling	15,000.00	0.00
Total 2550 - Loans - J. Armstrong						0.00	0.00

**iviewit.com, Inc.**  
**General Ledger**  
**As of December 31, 1999**

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>2660 · Loans - A. Dietz</b>							
Check	9/30/1999			Account Opening Balance	3000 · Opening Bal Equity	-15,000.00	0.00
General Journal	12/31/1999	16		to reclassify	2590 · J. Osterling	15,000.00	-15,000.00
						0.00	0.00
Total 2560 · Loans - A. Dietz							
<b>2666 · Loans - D. Dietz</b>							
Transfer	10/15/1999			to reclassify	1010 · Checking LLC - Firs...	-15,000.00	-15,000.00
General Journal	12/31/1999	16			2590 · J. Osterling	15,000.00	0.00
						0.00	0.00
Total 2565 · Loans - D. Dietz							
<b>2670 · Loans - G. Iantoni</b>							
Check	9/30/1999			Account Opening Balance	3000 · Opening Bal Equity	-11,790.00	0.00
Deposit	10/4/1999		Guy Iantoni	to reclassify	1010 · Checking LLC - Firs...	-8,210.00	-11,790.00
General Journal	12/31/1999	16			2590 · J. Osterling	20,000.00	-20,000.00
						0.00	0.00
Total 2570 · Loans - G. Iantoni							
<b>2676 · Loans - J. Iantoni</b>							
Check	9/30/1999			Account Opening Balance	3000 · Opening Bal Equity	-10,000.00	0.00
General Journal	12/31/1999	16		to reclassify	2590 · J. Osterling	10,000.00	-10,000.00
						0.00	0.00
Total 2575 · Loans - J. Iantoni							
<b>2680 · Loans - D. Kane</b>							
Check	9/30/1999			Account Opening Balance	3000 · Opening Bal Equity	-22,500.00	0.00
General Journal	12/31/1999	16		to reclassify	2590 · J. Osterling	22,500.00	-22,500.00
						0.00	0.00
Total 2580 · Loans - D. Kane							
<b>2686 · Loans - L. Friedstein</b>							
Check	9/30/1999			Account Opening Balance	3000 · Opening Bal Equity	-15,000.00	0.00
General Journal	12/31/1999	16		to reclassify	2590 · J. Osterling	15,000.00	-15,000.00
						0.00	0.00
Total 2585 · Loans - L. Friedstein							
<b>2600 · Loans - Huzienga Holdings</b>							
Check	9/30/1999			Account Opening Balance	3000 · Opening Bal Equity	-500,000.00	0.00
General Journal	10/29/1999			reclassification of loan	2500 · Notes Pay -Affiliate...	500,000.00	-500,000.00
						0.00	0.00
Total 2600 · Loans - Huzienga Holdings							

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

Type	Date	Numb	Name	Memo	Split	Amount	Balance
<b>3000 - Opening Bal Equity</b>							
Deposit	9/30/1999			Account Opening Balance	1750 - Utility Deposits	-805.00	-805.00
Deposit	9/30/1999			Account Opening Balance	1725 - Organizational Costs	-245.00	-1,050.00
Deposit	9/30/1999			Account Opening Balance	1630 - Loan Receivable - ...	-18,400.00	-19,450.00
Transfer	9/30/1999				1010 - Checking LLC - Firs...	-117,681.94	-137,131.94
Transfer	9/30/1999				1050 - CAP Acct LLC - Firs...	-346,375.10	-483,507.04
Deposit	9/30/1999			Account Opening Balance	1060 - Cash In Escrow - Fi...	-54,000.00	-537,507.04
Check	9/30/1999			Account Opening Balance	2520 - Loans - S. Bernstein	30,000.00	-507,507.04
Check	9/30/1999			Account Opening Balance	2540 - Loans - G. & B. Lewin	30,000.00	-477,507.04
Check	9/30/1999			Account Opening Balance	2550 - Loans - J. Armstrong	15,000.00	-462,507.04
Check	9/30/1999			Account Opening Balance	2560 - Loans - A. Dietz	15,000.00	-447,507.04
Check	9/30/1999			Account Opening Balance	2570 - Loans - G. Iantoni	11,790.00	-435,717.04
Check	9/30/1999			Account Opening Balance	2580 - Loans - D. Karne	22,500.00	-413,217.04
Check	9/30/1999			Account Opening Balance	2575 - Loans - J. Iantoni	10,000.00	-403,217.04
Check	9/30/1999			Account Opening Balance	2585 - Loans - L. Friedstein	15,000.00	-388,217.04
Check	9/30/1999			Account Opening Balance	2600 - Loans - Huzianga H...	500,000.00	111,782.96
Check	9/30/1999			Account Opening Balance	1720 - Start Up Costs	-660.00	111,122.96
Transfer	9/30/1999				-SPLT-	-22,651.85	88,471.11
General Journal	9/30/1999			To record opening balance	7010 - Interest Income	1,135.10	89,606.21
General Journal	9/30/1999			Account Opening Balance	2510 - Loans - IVIEWIT LLC	13,500.00	103,106.21
Check	9/30/1999			Account Opening Balance	1620 - Loan Rec-ivewit Te...	-31,379.22	71,726.99
Deposit	9/30/1999			Account Opening Balance	1720 - Start Up Costs	-71,726.99	0.00
Transfer	9/30/1999					0.00	0.00
<b>Total 3000 - Opening Bal Equity</b>							
<b>3100 - Retained Earnings</b>							
<b>Total 3100 - Retained Earnings</b>							
<b>3200 - Stockholders Equity</b>							
<b>3210 - Common Stock (\$.01 par value)</b>							
Deposit	10/4/1999			iviewit.com, Inc.	1010 - Checking LLC - Firs...	-8.75	-8.75
<b>Total 3210 - Common Stock (\$.01 par value)</b>							
<b>3220 - Additional Paid In Capital</b>							
Deposit	10/4/1999			iviewit.com, Inc.	1010 - Checking LLC - Firs...	-866.25	-866.25
<b>Total 3220 - Additional Paid In Capital</b>							
<b>3200 - Stockholders Equity - Other</b>							
<b>Total 3200 - Stockholders Equity - Other</b>							
<b>Total 3200 - Stockholders Equity</b>							
<b>3900 - Transfer Holding</b>							
<b>Total 3900 - Transfer Holding</b>							



iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>4010 - Fees</b>							0.00
Total 4010 - Fees							0.00
<b>4030 - Reimbursed Expenses</b>							0.00
Total 4030 - Reimbursed Expenses							0.00
<b>4050 - Sales</b>							0.00
Total 4050 - Sales							0.00
<b>4070 - Services</b>							0.00
Total 4070 - Services							0.00
<b>6999 - Cost of Goods Sold</b>							0.00
Total 6999 - Cost of Goods Sold							0.00
<b>6000 - Direct Operating Expenses</b>							0.00
<b>6060 - Web Hosting Fee</b>							0.00
General Journal	9/30/1999	AJE 1		Start up costs	6156 - Computer Supplies	5,635.61	5,635.61
Check	10/18/1999	1078	Verio Web Hosting	Monthly Fee	1010 - Checking LLC - Firs...	990.00	6,625.61
Check	11/5/1999	1132	Guy Iantoni	Exp. Reimb-Verio monthly fee	1010 - Checking LLC - Firs...	990.00	7,615.61
Check	11/9/1999	1146	Simon Bernstein	Exp reimb. - Hiway technologies	1010 - Checking LLC - Firs...	1,232.08	8,847.69
Check	11/19/1999	1176	E. Bernstein	Exp reimb-various web exp.	1010 - Checking LLC - Firs...	254.76	9,102.45
Bill	12/1/1999		Verio Web Hosting	Dec. hosting fee	2000 - Accounts Payable	1,310.00	10,412.45
Total 6060 - Web Hosting Fee						10,412.45	10,412.45
<b>6100 - Video Expenses</b>							0.00
<b>6110 - Sub-contract. Real 3D</b>							0.00
<b>6111 - Sub-contractors</b>							0.00
General Journal	9/30/1999	AJE 1		Zak & Jude	6156 - Computer Supplies	6,406.48	6,406.48
Check	10/22/1999	1087	Zakirul Shirajee	Outside Services	1010 - Checking LLC - Firs...	1,526.54	7,933.02
Check	10/22/1999	1088	Jude Rosario	Outside Services	1010 - Checking LLC - Firs...	745.24	8,678.26
Check	11/5/1999	1128	Zakirul Shirajee	Outside Services	1010 - Checking LLC - Firs...	1,298.16	9,976.42
Check	11/5/1999	1129	Jude Rosario	Outside Services	1010 - Checking LLC - Firs...	576.96	10,553.38
Check	11/19/1999	1167	Jude Rosario	64.75 hours at \$24.04/hr	1010 - Checking LLC - Firs...	1,556.59	12,109.97
Check	11/19/1999	1168	Zakirul Shirajee	62.25 hrs at \$24.04/hr	1010 - Checking LLC - Firs...	1,496.49	13,606.46
Check	12/3/1999	1201	Zakirul Shirajee	84 hrs at \$24.04/hr	1010 - Checking LLC - Firs...	2,019.36	15,625.82
Check	12/3/1999	1202	Jude Rosario	45.5 hours at \$24.04/hr	1010 - Checking LLC - Firs...	1,093.82	16,719.64
Check	12/20/1999	1257	Zakirul Shirajee	75.25 hrs at \$24.04/hr	1010 - Checking LLC - Firs...	1,806.00	18,525.64
Check	12/20/1999	1258	Jude Rosario	61 hours at \$24/hr	1010 - Checking LLC - Firs...	1,464.00	19,989.64
Bill	12/31/1999		J. Rosario	Services for 12/13-12/30/99 (46.5 hrs @ \$...	2000 - Accounts Payable	1,116.00	21,105.64
Bill	12/31/1999		Zakirul Shirajee	Services for 12/10-12/30/99 (90.25 hrs @ ...	2000 - Accounts Payable	2,166.00	23,271.64
Total 6111 - Sub-contractors						23,271.64	23,271.64

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

Type	Date	Num	Name	Memo	Split	Amount	Balance	
<b>5112 · Real 3D</b>								
General Journal	9/30/1999	AJE 1	Real 3D Inc.	Real 3D exp	6156 · Computer Supplies	22,710.71	22,710.71	
Bill	10/29/1999		Real 3D Inc.	Tech. exp -Invoice 01151	2000 · Accounts Payable	29,824.79	52,535.50	
Bill	12/14/1999	01178	Real 3D Inc.	Tech. exp -Invoice 01178	2000 · Accounts Payable	40,137.63	92,673.13	
Total 5112 · Real 3D							92,673.13	92,673.13
<b>5110 · Sub-contract, Real 3D - Other</b>								
Total 5110 · Sub-contract, Real 3D - Other							0.00	0.00
<b>5120 · Video Supplies</b>								
Total 5110 · Sub-contract, Real 3D							115,944.77	115,944.77
General Journal	9/30/1999	AJE 1	Mink Video Prod. Inc	Photo & video exp	6156 · Computer Supplies	2,896.79	2,896.79	
Bill	11/10/1999		Mink Video Prod. Inc	Video Expense	2000 · Accounts Payable	161.00	3,057.79	
Bill	11/17/1999		E. Bernstein	Video Expense	2000 · Accounts Payable	150.00	3,207.79	
Check	11/19/1999	1176	Mink Video Prod. Inc	Exp. reimb. - photo development	1010 · Checking LLC - Firs...	216.38	3,424.17	
Bill	11/24/1999		Jennifer A Kluge	Video Expense for Lexus shoot	2000 · Accounts Payable	500.00	3,924.17	
Check	12/20/1999	1262	Erika Lewin	Exp Reimb-Beta to SVHS-Media Workshop	1010 · Checking LLC - Firs...	27.50	3,951.67	
Check	12/23/1999	1265		Exp Reimb-beta to vhs-Media Workshop	1010 · Checking LLC - Firs...	32.86	3,984.53	
Total 5120 · Video Supplies							3,984.53	3,984.53
<b>5100 · Video Expenses - Other</b>								
Total 5100 · Video Expenses - Other							0.00	0.00
Total 5100 · Video Expenses							119,929.30	119,929.30
<b>5200 · Photography Expenses</b>								
Total 5200 · Photography Expenses							0.00	0.00
<b>5210 · Sub-contract, Photography</b>								
Bill	11/29/1999	9911	Carlos Gastelbondo	Photo shoot at Lexus of Palm Beach	2000 · Accounts Payable	250.00	250.00	
Bill	12/21/999		Steve Nance-Poor Photog...	Lexus shoot	2000 · Accounts Payable	252.00	502.00	
Total 5210 · Sub-contract, Photography							502.00	502.00
<b>5220 · Photography Supplies</b>								
Check	11/3/1999	1119	Christy Horl	Model Exp.	1010 · Checking LLC - Firs...	100.00	100.00	
Check	11/15/1999	1163	Phototastic	Photo Development	1010 · Checking LLC - Firs...	113.15	213.15	
Check	11/22/1999	1179	Phototastic	Photo Development	1010 · Checking LLC - Firs...	76.01	289.16	
Check	12/21/999	1189	Phototastic	Photo Development	1010 · Checking LLC - Firs...	82.55	371.71	
Check	12/21/999	1192	Candice Bernstein	Phototastic Expense	1010 · Checking LLC - Firs...	249.60	621.31	
Check	12/31/999	1205	Chromatek	Photo printing exp.	1010 · Checking LLC - Firs...	154.28	775.59	
Check	12/31/999	1206	Phototastic	Photo Development	1010 · Checking LLC - Firs...	7.28	782.87	
Total 5220 · Photography Supplies							782.87	782.87

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>6200</b>			<b>Photography Expenses - Other</b>				0.00
			Total 5200 · Photography Expenses - Other				0.00
			Total 5200 · Photography Expenses			1,284.87	1,284.87
<b>6300</b>			<b>Direct Operating Payroll</b>				0.00
			<b>6310</b> · Sales Staff Payroll				0.00
			<b>6311</b> · Sales Wages				0.00
			Total 5311 · Sales Wages				0.00
			<b>6312</b> · Sales Wages (Deferred)				0.00
			Total 5312 · Sales Wages (Deferred)				0.00
			<b>6313</b> · Sales Fed. Withholding				0.00
			Total 5313 · Sales Fed. Withholding				0.00
			<b>6314</b> · Sales Social Security				0.00
			Total 5314 · Sales Social Security				0.00
			<b>6315</b> · Sales Medicare				0.00
			Total 5315 · Sales Medicare				0.00
			<b>6316</b> · Sales Federal Unemployment				0.00
			Total 5316 · Sales Federal Unemployment				0.00
			<b>6317</b> · Sales FL Unemployment				0.00
			Total 5317 · Sales FL Unemployment				0.00
			<b>6310</b> · Sales Staff Payroll - Other				0.00
			Total 5310 · Sales Staff Payroll - Other				0.00
			Total 5310 · Sales Staff Payroll				0.00
			<b>6320</b> · Production Staff Payroll				0.00
			<b>6321</b> · Production Wages				0.00
			Total 5321 · Production Wages				0.00
			<b>6322</b> · Production Wages (Deferred)				0.00
			Total 5322 · Production Wages (Deferred)				0.00

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>5323 · Production Fed. Withholding</b>							0.00
Total 5323 · Production Fed. Withholding							0.00
<b>5324 · Production Social Security</b>							0.00
Total 5324 · Production Social Security							0.00
<b>5325 · Production Medicare</b>							0.00
Total 5325 · Production Medicare							0.00
<b>5326 · Production Federal Unemployment</b>							0.00
Total 5326 · Production Federal Unemployment							0.00
<b>5327 · Production FL Unemployment</b>							0.00
Total 5327 · Production FL Unemployment							0.00
<b>5320 · Production Staff Payroll - Other</b>							0.00
Total 5320 · Production Staff Payroll - Other							0.00
Total 5320 · Production Staff Payroll							0.00
<b>5300 · Direct Operating Payroll - Other</b>							0.00
Total 5300 · Direct Operating Payroll - Other							0.00
Total 5300 · Direct Operating Payroll							0.00
<b>5000 · Direct Operating Expenses - Other</b>							0.00
Total 5000 · Direct Operating Expenses - Other							0.00
Total 5000 · Direct Operating Expenses							131,626.62
<b>6000 · Indirect Operating Expenses</b>							0.00
<b>6010 · Rent - Office</b>							0.00
General Journal	9/30/1999	AJE 1		Rent for 9/25-9/30	6156 · Computer Supplies	2,912.24	2,912.24
Check	10/14/1999	1072	Bank of America	Oct. Rent	1010 · Checking LLC - Firs...	14,516.14	17,428.38
Check	11/3/1999	1120	Bank of America	Nov. Rent	1010 · Checking LLC - Firs...	14,561.14	31,989.52
Check	12/8/1999	1216	Bank of America	Dec. Rent	1010 · Checking LLC - Firs...	14,561.14	46,550.66
Total 6010 · Rent - Office						46,550.66	46,550.66
<b>6020 · Rent - Plant</b>							0.00
Total 6020 · Rent - Plant							0.00

**iviewit.com, Inc.**  
**General Ledger**  
**As of December 31, 1999**

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>6030 - Utilities</b>							
General Journal	9/30/1999	AJE 1		Start up expenses	6156 · Computer Supplies	3,119.63	3,119.63
Check	10/22/1999	1098	FP & L	Bill for Sept.	1010 · Checking LLC - Firs...	79.48	3,199.11
Check	10/28/1999	1113	FP & L	October Utilities Expense	1010 · Checking LLC - Firs...	53.38	3,252.49
Bill	11/21/999		FP & L	November Utilities Expense	2000 · Accounts Payable	317.91	3,570.40
Bill	12/1/1999		FP & L	To accrue utilities for Dec.	2000 · Accounts Payable	440.15	4,010.55
General Journal	12/31/1999	16			2000 · Accounts Payable	405.19	4,415.74
Total 6030 - Utilities						4,415.74	4,415.74
<b>6040 - Telephone</b>						0.00	
General Journal	9/30/1999	AJE 1		Start up expenses	6156 · Computer Supplies	9,620.26	9,620.26
Bill	10/10/1999		AT&T	800 Starter line	2000 · Accounts Payable	32.50	9,652.76
Check	10/20/1999	1084	AT&T Wireless	Cellular phone	1010 · Checking LLC - Firs...	193.63	9,846.39
Bill	10/21/1999		Intermedia Communications	Telephone Expense	2000 · Accounts Payable	152.48	9,998.87
Bill	10/21/1999		AT&T	Long Distance	2000 · Accounts Payable	19.55	10,018.42
Bill	10/25/1999		Prime Co	Telephone Expense	2000 · Accounts Payable	581.23	10,599.65
Bill	10/27/1999		AT&T Wireless	Charges for Oct 20-Oct 26 (3 phones)	2000 · Accounts Payable	94.71	10,694.36
Check	10/28/1999	1112	Bell South	Charges for Oct.	1010 · Checking LLC - Firs...	81.484	11,509.20
Bill	10/28/1999		Bell South		2000 · Accounts Payable	1,377.44	12,886.64
Bill	11/1/1999		Bell South		2000 · Accounts Payable	14.76	12,901.40
Check	11/1/1999	1115	Intermedia Communications	Exp. reimb. - Cellular phone	1010 · Checking LLC - Firs...	1.64	12,903.04
Check	11/5/1999	1139	Brian G Utley	Exp. reimb.	1010 · Checking LLC - Firs...	540.28	13,443.32
Check	11/5/1999	1140	Jim Armstrong	Monthly charges for 5 cellular phones	1010 · Checking LLC - Firs...	611.97	14,055.29
Bill	11/9/1999		AT&T Wireless		2000 · Accounts Payable	542.25	14,597.54
Bill	11/10/1999		Bell South		2000 · Accounts Payable	12.86	14,610.40
Bill	11/15/1999		GlobalCom		2000 · Accounts Payable	55.63	14,666.03
Bill	11/17/1999	2003...	TTI National, Inc.	Telephone - Long Distance	2000 · Accounts Payable	254.05	14,920.08
Check	11/19/1999	1176	E. Bernstein	Exp. reimb	1010 · Checking LLC - Firs...	806.04	15,726.12
Bill	11/21/1999		AT&T	Long Distance	2000 · Accounts Payable	6.01	15,732.13
Bill	11/24/1999		Prime Co	Telephone Expense	2000 · Accounts Payable	260.35	15,992.48
Bill	11/28/1999	11.2...	Bell South	November phone bill	2000 · Accounts Payable	872.22	16,864.70
Bill	12/1/1999		Bell South	November phone bill	2000 · Accounts Payable	3.37	16,868.07
Bill	12/1/1999		Bell South	Nov. charges for 5 cellular phones	2000 · Accounts Payable	10.64	16,878.71
Bill	12/1/1999		Bell South	November phone bill for 471-89980	2000 · Accounts Payable	836.10	17,714.81
Bill	12/4/1999	12.0...	AT&T Wireless	Acct # 561 Z17-1706 S34 0457	2000 · Accounts Payable	412.57	18,127.38
Bill	12/4/1999		Bell South	Nov. charges for 5 cellular phones	2000 · Accounts Payable	375.60	18,502.98
Bill	12/4/1999		Bell South	November phone bill for 471-89980	2000 · Accounts Payable	85.00	18,587.98
Bill	12/4/1999		Intermedia Communications	Acct # 0075103	2000 · Accounts Payable	339.02	18,927.00
Bill	12/6/1999		Comphax Communications	Install phone line in lobby	2000 · Accounts Payable	89.12	19,015.12
Bill	12/9/1999		Bell Atlantic	Nov. bill for 732.747.1448 (Jim's business ...	2000 · Accounts Payable	88.12	19,103.24
Bill	12/10/1999		GlobalCom	Telephone - Long Distance & 800	2000 · Accounts Payable	0.00	19,103.24
Check	12/15/1999	1236	Bell South	VOID:	1010 · Checking LLC - Firs...	217.63	19,232.75
Check	12/15/1999	1237	Bell South	Nov. bill for 417.8980	1010 · Checking LLC - Firs...	6.00	19,238.75
Check	12/15/1999	1238	Bell South	Nov. bill for Candice home 800	1010 · Checking LLC - Firs...	158.89	19,397.64
Check	12/16/1999	1239	Alpha Cellular	Extra battery and Headset for Eliot's phone	1010 · Checking LLC - Firs...	390.49	19,788.13
Bill	12/18/1999	-15	TTI National, Inc.	Long Distance	2000 · Accounts Payable	83.63	19,871.76
Bill	12/19/1999		Brian Utley	telephone accessories	2000 · Accounts Payable	83.63	19,955.39
Bill	12/21/1999	2048...	Intermedia Communications	Acct # 2048952, Commitment Shortage fee	2000 · Accounts Payable	1,070.00	20,941.76
Bill	12/21/1999	0075...	Intermedia Communications	Charges through 12/21/99	2000 · Accounts Payable	415.82	21,357.58
Bill	12/21/1999		AT&T	Long Distance	2000 · Accounts Payable	6.30	21,363.88

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

03/27/00

Type	Date	Numb	Name	Memo	Split	Amount	Balance	
Bill	12/26/1999		Bell Atlantic	Dec. bill for 732.747.1448 (Jim's business ...	2000 · Accounts Payable	131.59	21,495.47	
Deposit	12/27/1999			Reimb from AT&T	1010 · Checking LLC - Firs...	-5.45	21,490.02	
Bill	12/27/1999		AT&T Wireless	Late payment fee	2000 · Accounts Payable	1.46	21,491.48	
Bill	12/28/1999		Bell South	Dec. phone bill for 999-8899	2000 · Accounts Payable	736.40	22,227.88	
Bill	12/31/1999		AT&T Wireless	Dec. charges for 5 cellular phones	2000 · Accounts Payable	1,060.80	23,288.68	
Total 6040 · Telephone							23,288.68	23,288.68
<b>6050 · Travel &amp; Lodging</b>								
General Journal	9/30/1999	AJE 1		Start up travel costs	6156 · Computer Supplies	4,416.00	4,416.00	
Check	10/19/1999	1079	Simon Bernstein	Limo reimbursement	1010 · Checking LLC - Firs...	141.60	4,557.60	
Check	10/19/1999	1082	AMEX	Travel Expense	1010 · Checking LLC - Firs...	3,381.38	7,938.98	
Bill	11/1/1999		Personal Limousine Servi...	Drop off Jim Armstrong to Ft. Lauderdale A...	2000 · Accounts Payable	46.00	7,984.98	
Check	11/5/1999	1132	Guy Iantoni	Exp. Reimbursement	1010 · Checking LLC - Firs...	658.04	8,643.02	
Check	11/5/1999	1139	Brian G Utley	Exp. reimb.	1010 · Checking LLC - Firs...	885.79	9,528.81	
Check	11/16/1999	1164	Jim Armstrong	Exp. reimb.- Travel	1010 · Checking LLC - Firs...	1,061.56	10,590.37	
Check	11/19/1999	1172	Jim Armstrong	Exp. reimb.- Travel	1010 · Checking LLC - Firs...	758.80	11,349.17	
Check	11/19/1999	1173	Brian G Utley	Exp. reimb. - Phoenix	1010 · Checking LLC - Firs...	703.44	12,052.61	
Check	11/19/1999	1176	E. Bernstein	Exp. reimb - limo	1010 · Checking LLC - Firs...	140.50	12,193.11	
Check	11/19/1999	1176	E. Bernstein	Gas	1010 · Checking LLC - Firs...	145.30	12,338.41	
Check	12/10/1999	1224	Erika Lewin	Expt Reimb-Uoff meeting-mileage and hotel	1010 · Checking LLC - Firs...	281.83	12,620.24	
Check	12/10/1999	1225	Jim Armstrong	Exp. reimb.- Travel	1010 · Checking LLC - Firs...	0.00	12,620.24	
Check	12/10/1999	1231	James F. Armstrong	NJ/FL, Univ. of FL	1010 · Checking LLC - Firs...	1,792.16	14,412.40	
Check	12/17/1999	1249	AMEX	Travel for Ray Joao	1010 · Checking LLC - Firs...	330.50	14,742.90	
Bill	12/19/1999		Brian Utley	Boca to LA - air travel, car rental, hotel	2000 · Accounts Payable	782.99	15,525.89	
Bill	12/19/1999		Brian Utley	Boca to LA - air travel, car rental, hotel	2000 · Accounts Payable	2,881.92	18,407.81	
Bill	12/19/1999		Brian Utley	Mileage & tolls for Orlando meeting w/ MPI ...	2000 · Accounts Payable	145.80	18,553.61	
Bill	12/21/1999		MEGA	plane tickets for D. Socolof & H. Sullivan 1...	2000 · Accounts Payable	369.00	18,922.61	
Check	12/23/1999	1264	Simon Bernstein	Exp. reimb.-Hotel in Boston	1010 · Checking LLC - Firs...	416.63	19,339.24	
Check	12/23/1999	1266	Jim Armstrong	Exp. reimb. -Limo to/from NJ Airport	1010 · Checking LLC - Firs...	130.00	19,469.24	
Check	12/23/1999	1266	Jim Armstrong	Exp. reimb-flight Newark/West Palm Dec 6/...	1010 · Checking LLC - Firs...	170.50	19,639.74	
Check	12/23/1999	1266	Jim Armstrong	Exp. Reimb-car rental in West Palm	1010 · Checking LLC - Firs...	161.61	19,801.35	
Check	12/23/1999	1266	Jim Armstrong	Exp. Reimb-Tolls	1010 · Checking LLC - Firs...	7.50	19,808.85	
Check	12/23/1999	1267	Brian G Utley	Exp. reimb-Orlando & Return mileage & tolls	1010 · Checking LLC - Firs...	0.00	19,808.85	
Check	12/23/1999	1268	Brian G Utley	Exp. reimb. - air fare Boca-Los Angeles	1010 · Checking LLC - Firs...	0.00	19,808.85	
Check	12/23/1999	1268	Brian G Utley	Exp. reimb-limo to/from airport	1010 · Checking LLC - Firs...	0.00	19,808.85	
Check	12/23/1999	1268	Brian G Utley	Exp. reimb-parking in FL & LA	1010 · Checking LLC - Firs...	0.00	19,808.85	
Check	12/23/1999	1268	Brian G Utley	Exp. reimb-Hotel in LA	1010 · Checking LLC - Firs...	0.00	19,808.85	
Check	12/23/1999	1268	Brian G Utley	Exp. reimb - misc laundry & telephone	1010 · Checking LLC - Firs...	0.00	19,808.85	
Check	12/23/1999	1268	Brian G Utley	Exp. reimb-mileage to/from airport	1010 · Checking LLC - Firs...	0.00	19,808.85	
Check	12/23/1999	1268	Brian G Utley	Exp. reimb-limo to/from airport	1010 · Checking LLC - Firs...	0.00	19,808.85	
Check	12/23/1999	1268	Brian G Utley	Exp. reimb-air fare to/from Boston	1010 · Checking LLC - Firs...	0.00	19,808.85	
Check	12/23/1999	1268	Brian G Utley	Exp. reimb-hotel in Boston	1010 · Checking LLC - Firs...	0.00	19,808.85	
Check	12/23/1999	1268	Brian G Utley	Exp. reimb-parking	1010 · Checking LLC - Firs...	0.00	19,808.85	
Bill	12/31/1999		Personal Limousine Servi...	Misc. drop offs & pick ups	2000 · Accounts Payable	552.50	20,361.35	
Bill	12/31/1999		Brian Utley	Boston to Boca - Balance of Delta ticket not...	2000 · Accounts Payable	184.25	20,545.60	

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

03/27/00

Type	Date	Num	Name	Memo	Split	Amount	Balance	
Bill	12/31/1999		Brian Utley	Boston to Boca - Balance of Delta ticket not...	2000 - Accounts Payable	333.00	20,878.60	
Bill	12/31/1999		Brian Utley	Boca to Tampa airtravel, car rental & parking	2000 - Accounts Payable	398.12	21,276.72	
Total 6050 - Travel & Lodging							21,276.72	21,276.72
<b>6060 - Meals &amp; Ent</b>								
Check	10/22/1999	1094	Brian Utley	Exp Reimb - meals	1010 - Checking LLC - Firs...	56.03	0.00	
Check	10/22/1999	1099	E. Bernstein		1010 - Checking LLC - Firs...	497.19	56.03	
Check	11/5/1999	1137	Jim Armstrong	VOID:	1010 - Checking LLC - Firs...	0.00	553.22	
Check	11/5/1999	1139	Brian G Utley	Exp reimb.	1010 - Checking LLC - Firs...	77.41	553.22	
Check	11/9/1999	1144	E. Bernstein	Exp reimb.	1010 - Checking LLC - Firs...	450.69	630.63	
Check	11/19/1999	1173	Brian G Utley	Exp reimb - Phoenix	1010 - Checking LLC - Firs...	40.25	1,081.32	
Bill	12/19/1999		Brian Utley	Meals while in LA	1010 - Checking LLC - Firs...	43.91	1,121.57	
Bill	12/19/1999		Brian Utley	Meals while in LA	2000 - Accounts Payable	639.65	1,165.48	
Bill	12/19/1999		Brian Utley	Meals while in Orlando 12/9/99	2000 - Accounts Payable	1,805.13	1,805.13	
Bill	12/19/1999		Brian Utley	working lunch in office	2000 - Accounts Payable	13.50	1,818.63	
Check	12/23/1999	1266	Jim Armstrong	Exp Reimb-Misc Meals	2000 - Accounts Payable	28.44	1,847.07	
Check	12/23/1999	1268	Brian G Utley	Exp reimb-Meals in LA	1010 - Checking LLC - Firs...	31.06	1,878.13	
Check	12/23/1999	1268	Brian G Utley	Exp reimb-meals in Boston	1010 - Checking LLC - Firs...	0.00	1,878.13	
Bill	12/31/1999		Brian Utley	Meals in Tampa	2000 - Accounts Payable	23.00	1,878.13	
Total 6060 - Meals & Ent							1,901.13	1,901.13
<b>6080 - Promotion, Tradeshow &amp; Adv.</b>								
<b>6081 - Promotion</b>								
General Journal	9/30/1999	AJE 1		start up promotional expenses	6156 - Computer Supplies	3,334.85	0.00	
Check	11/5/1999	1133	Erika Lewin	Exp. reimb-office lunch	1010 - Checking LLC - Firs...	120.01	3,334.85	
Check	11/11/1999	1148	Boca Cafe	lunch for office meeting	1010 - Checking LLC - Firs...	34.11	3,454.86	
Check	11/15/1999	1152	Boca Cafe	lunch for office meeting	1010 - Checking LLC - Firs...	32.89	3,488.97	
Check	11/19/1999	1173	Brian G Utley	Exp reimb. - meals for meeting	1010 - Checking LLC - Firs...	43.73	3,521.86	
Check	11/19/1999	1175	Erika Lewin	Exp. Reimb - meals for meetings	1010 - Checking LLC - Firs...	95.36	3,565.59	
Check	11/19/1999	1176	E. Bernstein	Exp. reimb.-office meals	1010 - Checking LLC - Firs...	207.58	3,660.95	
Check	11/29/1999	1186	Boca Cafe	food for office meeting	1010 - Checking LLC - Firs...	13.52	3,868.53	
Check	12/10/1999	1224	Erika Lewin	Exp Reimb-food for meetings	1010 - Checking LLC - Firs...	159.29	3,882.05	
Check	12/20/1999	1262	Jennifer A Kluge	Exp Reimb-Pastries for meeting	1010 - Checking LLC - Firs...	7.42	4,041.34	
Check	12/23/1999	1265	Erika Lewin	Exp Reimb-food for meeting, Wild Oats	1010 - Checking LLC - Firs...	41.27	4,090.03	
Check	12/23/1999	1267	Brian G Utley	Exp reimb. - meals for meeting	1010 - Checking LLC - Firs...	0.00	4,090.03	
Check	12/23/1999	1267	Brian G Utley	Exp reimb - Orlando MPI & Real 3D Meeting	1010 - Checking LLC - Firs...	0.00	4,090.03	
Check	12/27/1999	1269	Wild Oats	lunch for Quest Meeting	1010 - Checking LLC - Firs...	38.61	4,128.64	
Total 6081 - Promotion							4,128.64	4,128.64
<b>6082 - Tradeshow</b>								
Total 6082 - Tradeshow							0.00	0.00
<b>6083 - Advertising</b>								
Total 6083 - Advertising							0.00	0.00

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

03/27/00

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>6080 · Promotion, Tradeshow &amp; Adv. - Other</b>							
Total 6080	Promotion, Tradeshow & Adv. - Other					4,128.64	0.00
<b>Total 6080 · Promotion, Tradeshow &amp; Adv.</b>							
						4,128.64	4,128.64
<b>6100 · Misc. Office Expenses</b>							
<b>6110 · Bank Service Charges</b>							
Total 6110	Bank Service Charges						0.00
<b>6120 · Dues and Subscriptions</b>							
Bill	10/15/1999		Wall Street Journal	13 Week subscription	2000 · Accounts Payable	51.94	0.00
Check	10/22/1999	1097	FICPA	membership dues	1010 · Checking LLC - Firs...	142.00	51.94
Check	10/27/1999	1108	Department of Business a...	CPA license renewal for Erika	1010 · Checking LLC - Firs...	95.00	193.94
Bill	11/1/1999		AMEX	Intuit Help for 1 yr	2000 · Accounts Payable	136.74	288.94
Bill	12/19/1999		Industry Standard, The	Subscription-40 issues	2000 · Accounts Payable	49.97	425.68
Total 6120	Dues and Subscriptions					475.65	475.65
<b>6125 · Professional Education</b>							
Total 6125	Professional Education						0.00
<b>6130 · Licenses &amp; Permits</b>							
Check	10/22/1999	1100	City of Boca Raton	Occupational License	1010 · Checking LLC - Firs...	170.00	0.00
Check	10/22/1999	1101	Broward County	VOID:	1010 · Checking LLC - Firs...	0.00	170.00
Check	10/25/1999	1103	Palm Beach County Tax ...	Occupational License	1010 · Checking LLC - Firs...	31.50	201.50
Bill	12/1/1999		CT Corporation	iviewit.com, Inc.-annual invoice for statutor...	2000 · Accounts Payable	255.00	456.50
Total 6130	Licenses & Permits					456.50	456.50
<b>6140 · Postage and Shipping</b>							
General Journal	9/30/1999	AJE 1					0.00
Bill	10/30/1999		UPS	UPS & Fed Ex	6156 · Computer Supplies	327.46	327.46
Bill	11/1/1999		UPS	Shipping Expense	2000 · Accounts Payable	57.00	384.46
Check	11/1/1999	1117	UPS	Shipping Expense	2000 · Accounts Payable	233.00	617.46
Bill	11/2/1999	7-79...	FedEx	VOID:	1010 · Checking LLC - Firs...	0.00	617.46
Bill	11/9/1999	7-79...	FedEx		2000 · Accounts Payable	92.25	709.71
Bill	11/9/1999		PitneyWorks	Postage Fee	2000 · Accounts Payable	86.75	796.46
Bill	11/10/1999		FedEx		2000 · Accounts Payable	50.00	846.46
Bill	11/13/1999	-469	UPS	Shipping Expense	2000 · Accounts Payable	20.25	866.71
Bill	11/17/1999	7-79...	FedEx	Shipping	2000 · Accounts Payable	7.50	874.21
Check	11/22/1999	1177	UPS	Shipping	2000 · Accounts Payable	170.75	1,044.96
Bill	11/23/1999	7-79...	FedEx	Invoice -459	1010 · Checking LLC - Firs...	51.00	1,095.96
Bill	11/30/1999	7-79...	FedEx	Shipping	2000 · Accounts Payable	55.25	1,151.21
Bill	12/4/1999		UPS	Shipping	2000 · Accounts Payable	36.25	1,187.46
Bill	12/7/1999	-92173	FedEx	Charges for 11/13/99 -12/03/99	2000 · Accounts Payable	23.50	1,210.96
Bill	12/11/1999		UPS	Shipping	2000 · Accounts Payable	16.00	1,226.96
Bill	12/14/1999	-21146	FedEx	Charges for 12/04/99 -12/10/99	2000 · Accounts Payable	14.25	1,241.21
Bill				Shipping	2000 · Accounts Payable	62.00	1,303.21



iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	12/23/1999	1265	Erika Lewin	Expt Reimb-postage for patent	1010 · Checking LLC - Firs...	17.00	1,320.21
Bill	12/28/1999	-74717	FedEx	Shipping on 12/22/99	2000 · Accounts Payable	12.75	1,332.96
Bill	12/31/1999		BDS Courier	invoice #136173, 12/27/99 services	2000 · Accounts Payable	32.00	1,364.96
Bill	12/31/1999		UPS	Charges for 12/11/99 -12/31/99	2000 · Accounts Payable	36.00	1,400.96
Total 6140 · Postage and Shipping							1,400.96
<b>6160 · General Office Expenses</b>							
Check	10/15/1999	1075	DCL National	Admin Fee for computer lease	1010 · Checking LLC - Firs...	200.00	200.00
General Journal	12/31/1999			Expense Organizational Costs	1725 · Organizational Costs	245.00	445.00
Total 6150 · General Office Expenses							445.00
<b>6166 · Supplies</b>							
<b>6166 · Computer Supplies</b>							
General Journal	9/30/1999	AJE 1		Sony video equipment rental	-SPLIT-	508.80	508.80
General Journal	9/30/1999	AJE 1		Start up computer supplies	6156 · Computer Supplies	15,369.90	15,878.70
General Journal	9/30/1999			Exp reimb (Candice)-Best Buy Computer H...	3000 · Opening Bal Equity	233.17	16,111.87
General Journal	9/30/1999			Exp reimb (Candice)-HP Deskjet 4/29/99	3000 · Opening Bal Equity	423.97	16,535.84
Check	10/15/1999	1077	Radio Shack	Misc. computer supplies	1010 · Checking LLC - Firs...	305.22	16,841.06
Check	10/22/1999	1095	Jude Rosario	Exp. Reimb - computer supplies	1010 · Checking LLC - Firs...	66.00	16,907.06
Check	10/25/1999	1104	Comp USA	Network cards (2)	1010 · Checking LLC - Firs...	148.38	17,055.44
Check	11/5/1999	1130	Zakirul Shirajee	Exp. reimb. - software & modem	1010 · Checking LLC - Firs...	339.94	17,395.38
Check	11/5/1999	1138	E. Bernstein	Exp. Reimb.	1010 · Checking LLC - Firs...	196.41	17,591.79
Check	11/8/1999	1141	Comp USA	VOID: Modem	1010 · Checking LLC - Firs...	0.00	17,591.79
Check	11/8/1999	1142	Office Depot	Modem	1010 · Checking LLC - Firs...	161.63	17,753.42
Check	11/8/1999	1143	Office Depot	VOID: Modem	1010 · Checking LLC - Firs...	0.00	17,753.42
Check	11/9/1999	1144	E. Bernstein	Exp. reimb.	1010 · Checking LLC - Firs...	211.99	17,965.41
Check	11/19/1999	1176	E. Bernstein	Exp. reimb.	1010 · Checking LLC - Firs...	789.70	18,755.11
Check	12/7/1999	1212	Comp USA	CDRs, CDRWs, floppy disks	1010 · Checking LLC - Firs...	63.57	18,818.68
Check	12/7/1999	1211	Office Depot	VOID:	1010 · Checking LLC - Firs...	0.00	18,818.68
Check	12/10/1999	1226	Guy Iarioni	Expense Reimbursement	1010 · Checking LLC - Firs...	84.77	18,903.45
Check	12/10/1999	1231	James F. Armstrong	Exp Reimb - battery, Real 3D Player Plus, ...	1010 · Checking LLC - Firs...	582.70	19,486.15
Check	12/23/1999	1263	J. Rosario	NT Books	1010 · Checking LLC - Firs...	64.14	19,550.29
Check	12/23/1999	1263	J. Rosario	Scan Converter	1010 · Checking LLC - Firs...	74.19	19,624.48
Check	12/23/1999	1263	J. Rosario	Exchange Book/Madonna DVD	1010 · Checking LLC - Firs...	74.18	19,698.66
Check	12/23/1999	1263	J. Rosario	Modem	1010 · Checking LLC - Firs...	105.98	19,804.64
Check	12/23/1999	1263	J. Rosario	Modem	1010 · Checking LLC - Firs...	53.00	19,857.64
Check	12/23/1999	1267	Brian G Utley	Exp reimb-parts for sound black box	1010 · Checking LLC - Firs...	0.00	19,857.64
Check	12/29/1999	1272	Comp USA	Network card	1010 · Checking LLC - Firs...	63.57	19,921.21
Total 6166 · Computer Supplies							19,921.21

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

03/27/00

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>6157 - Office Supplies</b>							
General Journal	9/30/1999	AJE 1		Start up office supplies		26,566.95	0.00
Check	10/22/1999	1096	Erika Lewin	Exp. Reimb - office supplies	6156 · Computer Supplies	79.57	26,566.95
Check	10/22/1999	1099	E. Bernstein		1010 · Checking LLC - Firs...	212.24	26,646.52
Check	10/25/1999	1102	Filter Fresh	Invoices 42965 & 42966	1010 · Checking LLC - Firs...	341.27	26,858.76
Check	10/26/1999	1105	Resource One	Employee Info Packets	1010 · Checking LLC - Firs...	83.90	27,200.03
Bill	10/28/1999	43239	Filter Fresh		2000 · Accounts Payable	90.00	27,283.93
Check	10/28/1999	1109	Boca Raton Office Supply	VOID:	1010 · Checking LLC - Firs...	0.00	27,373.93
Bill	10/29/1999		Filter Fresh	Mimi Moo Flavor Case	2000 · Accounts Payable	25.00	27,398.93
Check	11/4/1999	1121	A.B. Fire Equipment	fire extinguishers	1010 · Checking LLC - Firs...	96.24	27,495.17
Check	11/5/1999	1131	Jill Iantoni	Expense reimbursement - misc. supplies	1010 · Checking LLC - Firs...	90.06	27,585.23
Check	11/5/1999	1132	Guy Iantoni		1010 · Checking LLC - Firs...	116.47	27,701.70
Check	11/5/1999	1133	Erika Lewin	Exp. reimb.-filing cabinet	1010 · Checking LLC - Firs...	109.62	27,811.32
Check	11/5/1999	1136	J. Rosario	Exp reimb - office supplies	1010 · Checking LLC - Firs...	61.36	27,872.68
Check	11/7/1999	1166	Zephyrhills	Water	1010 · Checking LLC - Firs...	71.30	27,943.98
Check	11/19/1999	1176	E. Bernstein	Exp reimb	1010 · Checking LLC - Firs...	351.67	28,295.65
Bill	11/22/1999		Boca Raton Office Supply	Office Expense	2000 · Accounts Payable	1,152.54	29,448.19
Bill	11/24/1999	-444...	Zephyrhills	bottled water	2000 · Accounts Payable	29.34	29,477.53
Bill	12/1/1999		Boca Raton Office Supply	Nov. Office Expense	2000 · Accounts Payable	164.99	29,642.52
Check	12/2/1999	1191	COSTCO	Food and misc. office supplies	1010 · Checking LLC - Firs...	60.97	29,703.49
Bill	12/3/1999	44275	Filter Fresh	French Roast Coffee	2000 · Accounts Payable	91.70	29,795.19
Check	12/10/1999	1226	Guy Iantoni	Expense Reimbursement	1010 · Checking LLC - Firs...	106.34	29,901.53
Check	12/10/1999	1231	James F. Armstrong	Cellular telephone components, etc.	1010 · Checking LLC - Firs...	225.56	30,127.09
Bill	12/13/1999		America's Capital Partners	Suite Sign, directory strips & access cards	2000 · Accounts Payable	153.54	30,280.63
Bill	12/19/1999		Brian Utley	parts for sound black box	2000 · Accounts Payable	6.97	30,287.60
Check	12/23/1999	1267	Brian G Utley	Exp reimb-Telephone equipm	1010 · Checking LLC - Firs...	0.00	30,287.60
Bill	12/24/1999	4441...	Zephyrhills	Dec. bottled water	2000 · Accounts Payable	36.59	30,324.19
Bill	12/28/1999		Filter Fresh	Invoice # 44783-French Roast Coffee Kit	2000 · Accounts Payable	90.00	30,414.19
Bill	12/31/1999		Boca Raton Office Supply	Dec. Office Expense	2000 · Accounts Payable	453.30	30,867.49
Total 6157 - Office Supplies							30,867.49
<b>6158 - Copying &amp; Printing</b>							
General Journal	9/30/1999	AJE 1		Business plans		915.73	0.00
Bill	10/12/1999	2232	American Speedy	Color & black and white copies	6156 · Computer Supplies	324.26	915.73
Bill	10/28/1999	2301	American Speedy	Color & black and white copies	2000 · Accounts Payable	324.26	1,239.99
Bill	11/11/1999	2362...	American Speedy	Business Cards	2000 · Accounts Payable	786.16	1,564.25
Bill	11/15/1999	2380...	American Speedy	Business Plans	2000 · Accounts Payable	324.26	2,350.41
Bill	11/23/1999	2400...	American Speedy	Business Cards	2000 · Accounts Payable	71.15	2,674.67
Total 6158 - Copying & Printing							2,745.82
<b>6159 - Cleaning Supplies</b>							
Total 6159 - Cleaning Supplies							0.00
Total 6159 - Cleaning Supplies							0.00

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

03/27/00

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>6155 · Supplies - Other</b>							
Total 6155 · Supplies - Other						53,534.52	0.00
<b>6155 · Supplies</b>							
Total 6155 · Supplies						53,534.52	0.00
<b>6160 · Repairs</b>							
<b>6161 · Building Repairs</b>							
General Journal	9/30/1999	AJE 1				220.00	220.00
Bill	11/18/1999		Chaney's Locksmith Servi...	Misc start up repairs		124.55	344.55
Bill	11/24/1999		Chaney's Locksmith Servi...	Lock Expense		121.90	466.45
Bill	12/13/1999		America's Capital Partners	Rekey Locks to Master		197.89	664.34
Total 6161 · Building Repairs						664.34	664.34
<b>6162 · Computer Repairs</b>							
Total 6162 · Computer Repairs						0.00	0.00
<b>6163 · Equipment Repairs</b>							
Total 6163 · Equipment Repairs						0.00	0.00
<b>6164 · Janitorial Exp</b>							
Total 6164 · Janitorial Exp						0.00	0.00
<b>6160 · Repairs - Other</b>							
Total 6160 · Repairs - Other						0.00	0.00
<b>6160 · Repairs</b>							
Total 6160 · Repairs						664.34	664.34
<b>6170 · Gifts</b>							
Bill	11/1/1999		AMEX	Gift for Chris Wheeler		52.40	0.00
Check	11/5/1999	1133	Erika Lewin	Exp. reimb.-Brian's Gift		127.95	180.35
Check	11/19/1999	1176	E. Bernstein	Exp reimb-Jerry's Gift		106.00	286.35
Bill	12/17/1999		AMEX	Anniversary Gift for Elliot & Candice		65.80	352.15
Total 6170 · Gifts						352.15	352.15
<b>6180 · Automobile</b>							
General Journal	9/30/1999	AJE 1				4,424.53	0.00
Check	11/5/1999	1135	Republic Security Bank	Auto expenses		4,424.53	4,424.53
Check	11/5/1999	1136	E. Bernstein	Nov. auto payment		252.70	4,677.23
Check	12/3/1999	1204	Republic Security Bank	Exp. Reimb-Oct. auto exp		252.70	4,929.93
Check	12/10/1999	1223	Jennifer A Kluge	Dec. auto payment		252.70	5,182.63
Total 6180 · Automobile						5,207.43	5,207.43

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

03/27/00

Type	Date	Num	Name	Memo	Split	Amount	Balance	
<b>6190 · Miscellaneous</b>								
General Journal	9/30/1999	AJE 1		Misc. start up costs		2,796.32	0.00	
Check	10/4/1999	1039	Custom Cable Industries	Cable Expense		190.80	2,987.12	
Check	11/9/1999		First Union	Safety Deposit Box		60.00	3,047.12	
Check	12/10/1999	1220	First Union	VOID:		0.00	3,047.12	
Check	12/10/1999		Brian Utley	New Checks		53.75	3,100.87	
Bill	12/31/1999			Office Holiday lunch		650.00	3,750.87	
Total 6190 · Miscellaneous							3,750.87	3,750.87
<b>6100 · Misc. Office Expenses - Other</b>								
Total 6100 · Misc. Office Expenses - Other								
Total 6100 · Misc. Office Expenses								
<b>6250 · Insurance</b>								
<b>6257 · Directors &amp; Officers Insurance</b>								
Total 6257 · Directors & Officers Insurance								
<b>6256 · Life Insurance</b>								
Check	12/29/1999	1270	Transamerica Life Insura...	VOID: Binder for Eliot Bernstein		0.00	0.00	
Check	12/29/1999	1271	Transamerica Life Insura...	Binder for Eliot Bernstein		1,009.24	1,009.24	
Total 6256 · Life Insurance							1,009.24	1,009.24
<b>6251 · Liability Insurance</b>								
Total 6251 · Liability Insurance								
<b>6252 · Health Insurance</b>								
Check	10/14/1999	1071	U.S. Life	Health Insurance		895.44	895.44	
Check	10/19/1999	1083	United Health Care	November payment		1,671.98	2,567.42	
Check	11/5/1999	1140	Jim Armstrong	Exp. reimb.		579.30	3,146.72	
Bill	11/29/1999		United Health Care	Dec. Health Insurance		1,266.48	4,413.20	
Check	12/10/1999	1231	James F. Armstrong	Expense Reimbursement		579.30	4,992.50	
Total 6252 · Health Insurance							4,992.50	4,992.50
<b>6253 · Work Comp</b>								
Total 6253 · Work Comp								
<b>6254 · Disability Insurance</b>								
Total 6254 · Disability Insurance								

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

03/27/00

Type	Date	Num	Name	Memo	Split	Amount	Balance	
<b>6255 - Auto Insurance</b>								
Check	11/5/1999	1134	Geico			83.00	0.00	
Check	12/6/1999	1208	Geico	Dec. payment	1010 - Checking LLC - Firs...	83.00	83.00	
Total 6255 - Auto Insurance							166.00	166.00
<b>6250 - Insurance - Other</b>								
Check	11/5/1999	1138	E. Bernstein	Exp. Reimb-Oct. insurance exp	1010 - Checking LLC - Firs...	80.00	0.00	
Total 6250 - Insurance - Other							80.00	80.00
Total 6250 - Insurance							6,247.74	6,247.74
<b>6260 - Lease Expense</b>								
<b>6261 - Equipment Lease</b>								
Total 6261 - Equipment Lease							0.00	0.00
<b>6262 - Furniture Lease</b>								
General Journal	9/30/1999	AJE 1		2 months furniture rental	6156 - Computer Supplies	3,302.76	3,302.76	
Bill	11/22/1999		Designers Service Bureau	furniture rental	2000 - Accounts Payable	1,487.18	4,789.94	
Total 6262 - Furniture Lease							4,789.94	4,789.94
<b>6260 - Lease Expense - Other</b>								
Total 6260 - Lease Expense - Other							0.00	0.00
Total 6260 - Lease Expense							4,789.94	4,789.94
<b>6270 - Legal &amp; Accounting</b>								
<b>6271 - Legal Fees</b>								
General Journal	9/30/1999	AJE 1		Proskauer Rose	6156 - Computer Supplies	275,328.29	275,328.29	
Check	12/10/1999	1229	Armstrong Hirsch Jackow...	Sept 21, 1999 invoice	1010 - Checking LLC - Firs...	2,506.22	277,834.51	
Bill	12/16/1999	3394...	Proskauer Rose LLP		2000 - Accounts Payable	96.60	277,931.11	
Bill	12/20/1999	3396...	Proskauer Rose LLP		2000 - Accounts Payable	611.94	278,543.05	
Bill	12/29/1999	3401...	Proskauer Rose LLP	Oct. & Nov. fees	2000 - Accounts Payable	50,154.10	328,697.15	
Bill	12/29/1999	30153	Proskauer Rose LLP	Nov. fees	2000 - Accounts Payable	1,425.00	330,122.15	
Bill	12/29/1999		Proskauer Rose LLP	Nov. fees	2000 - Accounts Payable	27.80	330,149.95	
Total 6271 - Legal Fees							330,149.95	330,149.95
<b>6272 - Accounting</b>								
General Journal	9/30/1999	AJE 1		Goldstein Lewin	6156 - Computer Supplies	29,618.35	29,618.35	
Bill	11/17/1999	2588	Goldstein Lewin & Co.		2000 - Accounts Payable	5,096.15	34,714.50	
Bill	12/10/1999	2963	Goldstein Lewin & Co.	Nov. services	2000 - Accounts Payable	3,315.31	38,029.81	
Bill	12/31/1999		Goldstein Lewin & Co.	Invoice #3399, Dec. services	2000 - Accounts Payable	2,433.00	40,462.81	
Total 6272 - Accounting							40,462.81	40,462.81

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

03/27/00

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>6270 · Legal &amp; Accounting - Other</b>							0.00
Total 6270 · Legal & Accounting - Other						370,612.76	370,612.76
<b>6280 · Consulting Fees</b>							0.00
Check	12/21/1999	1261	MEGA	Business Plan Development-Socolof	1010 · Checking LLC - Firs...	30,000.00	30,000.00
Total 6280 · Consulting Fees						30,000.00	30,000.00
<b>6500 · Payroll Expenses</b>							0.00
<b>6510 · Officers Payroll</b>							0.00
<b>6511 · Officers Wages</b>							0.00
Total 6511 · Officers Wages							0.00
<b>6512 · Officers Wages (Deferred)</b>							0.00
Total 6512 · Officers Wages (Deferred)							0.00
<b>6513 · Officers Fed. Withholding</b>							0.00
Total 6513 · Officers Fed. Withholding							0.00
<b>6514 · Officers Social Security</b>							0.00
Total 6514 · Officers Social Security							0.00
<b>6515 · Officers Medicare</b>							0.00
Total 6515 · Officers Medicare							0.00
<b>6516 · Officers Federal Unemployment</b>							0.00
Total 6516 · Officers Federal Unemployment							0.00
<b>6517 · Officers Florida Unemployment</b>							0.00
Total 6517 · Officers Florida Unemployment							0.00
<b>6518 · Officers Exchange</b>							0.00
Total 6518 · Officers Exchange							0.00
<b>6510 · Officers Payroll - Other</b>							0.00
Total 6510 · Officers Payroll - Other							0.00
Total 6510 · Officers Payroll							0.00

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

03/27/00

Type	Date	Num	Name	Memo	Split	Amount	Balance
6520 · Professional Staff Payroll							0.00
6621 · Professional Wages							0.00
Total 6521 · Professional Wages							0.00
6622 · Professional Wages (Deferred)							0.00
Total 6522 · Professional Wages (Deferred)							0.00
6623 · Professional Fed. Withholding							0.00
Total 6523 · Professional Fed. Withholding							0.00
6624 · Professional Social Security							0.00
Total 6524 · Professional Social Security							0.00
6626 · Professional Medicare							0.00
Total 6525 · Professional Medicare							0.00
6626 · Professional Fed Unemployment							0.00
Total 6526 · Professional Fed Unemployment							0.00
6627 · Professional FL Unemployment							0.00
Total 6527 · Professional FL Unemployment							0.00
6620 · Professional Staff Payroll - Other							0.00
Total 6520 · Professional Staff Payroll - Other							0.00
Total 6520 · Professional Staff Payroll							0.00
6630 · Administrative Staff Payroll							0.00
6631 · Admin Wages							0.00
Total 6531 · Admin Wages							0.00
6632 · Admin Wages (Deferred)							0.00
Total 6532 · Admin Wages (Deferred)							0.00
6633 · Admin Fed. Withholding							0.00
Total 6533 · Admin Fed. Withholding							0.00
6634 · Admin Social Security							0.00
Total 6534 · Admin Social Security							0.00

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

03/27/00

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>6636 - Admin Medicare</b>							
Total 6636	Admin Medicare						0.00
<b>6636 - Admin Federal Unemployment</b>							
Total 6636	Admin Federal Unemployment						0.00
<b>6637 - Admin FL Unemployment</b>							
Total 6637	Admin FL Unemployment						0.00
<b>6630 - Administrative Staff Payroll - Other</b>							
Total 6630	Administrative Staff Payroll - Other						0.00
<b>Total 6630 - Administrative Staff Payroll</b>							
<b>6660 - Main Payroll Expense</b>							
<b>6661 - Wages</b>							
Paycheck	8/31/1999	1031	Brian G Utley		1010 · Checking LLC - Firs...	4,166.67	4,166.67
Paycheck	9/22/1999	1032	Brian G Utley		1010 · Checking LLC - Firs...	4,166.67	8,333.34
Paycheck	10/7/1999	1048	Brian G Utley		1010 · Checking LLC - Firs...	4,166.67	12,500.01
Paycheck	10/7/1999	1049	Guy T Iantoni		1010 · Checking LLC - Firs...	3,125.00	15,625.01
Paycheck	10/7/1999	1050	Martha Mantecon		1010 · Checking LLC - Firs...	1,027.78	16,652.79
Paycheck	10/7/1999	1051	Jennifer A Kluge		1010 · Checking LLC - Firs...	432.00	17,084.79
Paycheck	10/22/1999	1089	Brian G Utley		1010 · Checking LLC - Firs...	4,166.67	21,251.46
Paycheck	10/22/1999	1090	Erika R Lewin		1010 · Checking LLC - Firs...	865.38	22,116.84
Paycheck	10/22/1999	1091	Guy T Iantoni		1010 · Checking LLC - Firs...	2,307.69	24,424.53
Paycheck	10/22/1999	1092	Jennifer A Kluge		1010 · Checking LLC - Firs...	1,176.00	25,600.53
Paycheck	10/22/1999	1093	Martha Mantecon		1010 · Checking LLC - Firs...	1,541.67	27,142.20
Paycheck	11/1/1999	1114	Eliot Bernstein		1010 · Checking LLC - Firs...	7,500.00	34,642.20
Paycheck	11/5/1999	1122	Brian G Utley		1010 · Checking LLC - Firs...	4,166.67	38,808.87
Paycheck	11/5/1999	1123	Erika R Lewin		1010 · Checking LLC - Firs...	1,875.00	40,683.87
Paycheck	11/5/1999	1124	Guy T Iantoni		1010 · Checking LLC - Firs...	2,596.15	43,280.02
Paycheck	11/5/1999	1125	Jennifer A Kluge		1010 · Checking LLC - Firs...	1,041.67	44,321.69
Paycheck	11/5/1999	1126	Jill B Iantoni		1010 · Checking LLC - Firs...	2,307.69	46,629.38
Paycheck	11/5/1999	1127	Martha Mantecon		1010 · Checking LLC - Firs...	1,541.67	48,171.05
Paycheck	11/19/1999	1170	Jennifer A Kluge		1010 · Checking LLC - Firs...	1,041.67	49,212.72
Paycheck	11/19/1999	1171	Martha Mantecon		1010 · Checking LLC - Firs...	1,541.67	50,754.39
Paycheck	12/3/1999	1199	Jennifer A Kluge		1010 · Checking LLC - Firs...	1,041.67	51,796.06
Paycheck	12/3/1999	1200	Martha Mantecon		1010 · Checking LLC - Firs...	1,541.67	53,337.73
General Journal	12/15/1999	11		To accrue PR for Martha & Jen	2101 · Accrued Salaries	2,583.34	55,921.07
General Journal	12/20/1999	12		To reverse accrual upon payment	2101 · Accrued Salaries	-2,583.34	53,337.73
Paycheck	12/20/1999	1259	Jennifer A Kluge		1010 · Checking LLC - Firs...	1,041.67	54,379.40
Paycheck	12/20/1999	1260	Martha Mantecon		1010 · Checking LLC - Firs...	1,156.25	55,535.65



iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

03/27/00

Type	Date	Num	Name	Memo	Split	Amount	Balance
Paycheck	12/20/1999	1260	Martha Mantecon		1010 · Checking LLC - Firs...	385.42	55,921.07
General Journal	12/31/1999	13		To accrue PR for Martha & Jen	2101 · Accrued Salaries	2,583.34	58,504.41
Total 6561 · Wages							58,504.41
<b>6562 · Wages (Deferred)</b>							
General Journal	11/19/1999	1		To record accrual for period 11/01-11/15/99	2199 · Deferred Salaries	22,916.67	0.00
General Journal	11/30/1999	4		To record accrual for period 11/15-11/30/99	2199 · Deferred Salaries	22,916.67	22,916.67
General Journal	11/30/1999	5		To accrue Eliot's salary to 10/31/99	2199 · Deferred Salaries	45,000.00	45,833.34
General Journal	11/30/1999	7		Martha & Jen for period 11/16-11/30	2101 · Accrued Salaries	2,583.34	90,833.34
General Journal	12/3/1999	8		To reverse accrual	2101 · Accrued Salaries	-2,583.34	93,416.68
General Journal	12/15/1999	10		To accrue deferred payroll for 12/01-12/15	2199 · Deferred Salaries	22,916.67	90,833.34
General Journal	12/31/1999	14		To accrue deferred salaries for 12/16-12/31...	2199 · Deferred Salaries	21,666.67	113,750.01
Total 6562 · Wages (Deferred)							135,416.68
<b>6564 · Federal withholding</b>							
Total 6564 · Federal withholding							0.00
<b>6565 · Social Security</b>							
Total 6565 · Social Security							0.00
Paycheck	8/31/1999	1031	Brian G Utley		1010 · Checking LLC - Firs...	258.33	258.33
Paycheck	9/22/1999	1032	Brian G Utley		1010 · Checking LLC - Firs...	258.34	516.67
Paycheck	10/7/1999	1048	Brian G Utley		1010 · Checking LLC - Firs...	258.33	775.00
Paycheck	10/7/1999	1049	Guy T Iantoni		1010 · Checking LLC - Firs...	193.75	968.75
Paycheck	10/7/1999	1050	Martha Mantecon		1010 · Checking LLC - Firs...	63.72	1,032.47
Paycheck	10/7/1999	1051	Jennifer A Kluge		1010 · Checking LLC - Firs...	26.78	1,059.25
Paycheck	10/22/1999	1089	Brian G Utley		1010 · Checking LLC - Firs...	258.33	1,317.58
Paycheck	10/22/1999	1090	Erika R Lewin		1010 · Checking LLC - Firs...	53.65	1,371.23
Paycheck	10/22/1999	1091	Guy T Iantoni		1010 · Checking LLC - Firs...	143.08	1,514.31
Paycheck	10/22/1999	1092	Jennifer A Kluge		1010 · Checking LLC - Firs...	72.92	1,587.23
Paycheck	10/22/1999	1093	Martha Mantecon		1010 · Checking LLC - Firs...	95.59	1,682.82
Paycheck	11/1/1999	1114	Eliot Bernstein		1010 · Checking LLC - Firs...	465.00	2,147.82
Paycheck	11/5/1999	1122	Brian G Utley		1010 · Checking LLC - Firs...	258.34	2,406.16
Paycheck	11/5/1999	1123	Erika R Lewin		1010 · Checking LLC - Firs...	116.25	2,522.41
Paycheck	11/5/1999	1124	Guy T Iantoni		1010 · Checking LLC - Firs...	160.96	2,683.37
Paycheck	11/5/1999	1125	Jennifer A Kluge		1010 · Checking LLC - Firs...	64.58	2,747.95
Paycheck	11/5/1999	1126	Jill B Iantoni		1010 · Checking LLC - Firs...	143.08	2,891.03
Paycheck	11/5/1999	1127	Martha Mantecon		1010 · Checking LLC - Firs...	95.58	2,986.61
Paycheck	11/19/1999	1170	Jennifer A Kluge		1010 · Checking LLC - Firs...	64.58	3,051.19
Paycheck	11/19/1999	1171	Martha Mantecon		1010 · Checking LLC - Firs...	95.58	3,146.77
Paycheck	12/3/1999	1199	Jennifer A Kluge		1010 · Checking LLC - Firs...	64.59	3,211.36
Paycheck	12/3/1999	1200	Martha Mantecon		1010 · Checking LLC - Firs...	95.59	3,306.95
Paycheck	12/20/1999	1259	Jennifer A Kluge		1010 · Checking LLC - Firs...	64.58	3,371.53
Paycheck	12/20/1999	1260	Martha Mantecon		1010 · Checking LLC - Firs...	95.58	3,467.11
Total 6565 · Social Security							3,467.11

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

03/27/00

Type	Date	Num	Name	Memo	Split	Amount	Balance	
<b>6566 - Medicare</b>								
Paycheck	8/31/1999	1031	Brian G Utley		1010 · Checking LLC - Firs...	60.42	0.00	
Paycheck	9/22/1999	1032	Brian G Utley		1010 · Checking LLC - Firs...	60.41	60.42	
Paycheck	10/7/1999	1048	Brian G Utley		1010 · Checking LLC - Firs...	60.42	120.83	
Paycheck	10/7/1999	1049	Guy T Iantoni		1010 · Checking LLC - Firs...	45.31	181.25	
Paycheck	10/7/1999	1050	Martha Mantecon		1010 · Checking LLC - Firs...	14.90	226.56	
Paycheck	10/7/1999	1051	Jennifer A Kluge		1010 · Checking LLC - Firs...	6.26	241.46	
Paycheck	10/22/1999	1089	Brian G Utley		1010 · Checking LLC - Firs...	60.42	247.72	
Paycheck	10/22/1999	1090	Erika R Lewin		1010 · Checking LLC - Firs...	12.55	308.14	
Paycheck	10/22/1999	1091	Guy T Iantoni		1010 · Checking LLC - Firs...	33.46	320.69	
Paycheck	10/22/1999	1092	Jennifer A Kluge		1010 · Checking LLC - Firs...	17.06	354.15	
Paycheck	10/22/1999	1093	Martha Mantecon		1010 · Checking LLC - Firs...	22.36	371.21	
Paycheck	11/1/1999	1114	Eliot Bernstein		1010 · Checking LLC - Firs...	108.75	393.57	
Paycheck	11/5/1999	1122	Brian G Utley		1010 · Checking LLC - Firs...	60.41	502.32	
Paycheck	11/5/1999	1123	Erika R Lewin		1010 · Checking LLC - Firs...	27.19	562.73	
Paycheck	11/5/1999	1124	Guy T Iantoni		1010 · Checking LLC - Firs...	37.65	589.92	
Paycheck	11/5/1999	1125	Jennifer A Kluge		1010 · Checking LLC - Firs...	15.10	627.57	
Paycheck	11/5/1999	1126	Jill B Iantoni		1010 · Checking LLC - Firs...	33.46	642.67	
Paycheck	11/19/1999	1127	Martha Mantecon		1010 · Checking LLC - Firs...	22.35	676.13	
Paycheck	11/19/1999	1171	Jennifer A Kluge		1010 · Checking LLC - Firs...	15.10	698.48	
Paycheck	12/3/1999	1199	Martha Mantecon		1010 · Checking LLC - Firs...	15.11	713.58	
Paycheck	12/3/1999	1200	Jennifer A Kluge		1010 · Checking LLC - Firs...	22.35	735.94	
Paycheck	12/20/1999	1259	Martha Mantecon		1010 · Checking LLC - Firs...	15.10	751.05	
Paycheck	12/20/1999	1260	Jennifer A Kluge		1010 · Checking LLC - Firs...	15.10	773.40	
Paycheck	12/20/1999	1260	Martha Mantecon		1010 · Checking LLC - Firs...	22.35	788.50	
Total 6566 - Medicare							810.85	810.85
<b>6567 - Federal Unemployment</b>								
Paycheck	8/31/1999	1031	Brian G Utley		1010 · Checking LLC - Firs...	33.33	0.00	
Paycheck	9/22/1999	1032	Brian G Utley		1010 · Checking LLC - Firs...	22.67	33.33	
Paycheck	10/7/1999	1048	Brian G Utley		1010 · Checking LLC - Firs...	0.00	56.00	
Paycheck	10/7/1999	1049	Guy T Iantoni		1010 · Checking LLC - Firs...	25.00	81.00	
Paycheck	10/7/1999	1050	Martha Mantecon		1010 · Checking LLC - Firs...	8.22	89.22	
Paycheck	10/7/1999	1051	Jennifer A Kluge		1010 · Checking LLC - Firs...	3.46	92.68	
Paycheck	10/22/1999	1089	Brian G Utley		1010 · Checking LLC - Firs...	0.00	92.68	
Paycheck	10/22/1999	1090	Erika R Lewin		1010 · Checking LLC - Firs...	6.92	99.60	
Paycheck	10/22/1999	1091	Guy T Iantoni		1010 · Checking LLC - Firs...	18.46	118.06	
Paycheck	10/22/1999	1092	Jennifer A Kluge		1010 · Checking LLC - Firs...	9.40	127.46	
Paycheck	10/22/1999	1093	Martha Mantecon		1010 · Checking LLC - Firs...	12.34	139.80	
Paycheck	11/1/1999	1114	Eliot Bernstein		1010 · Checking LLC - Firs...	56.00	195.80	
Paycheck	11/5/1999	1122	Brian G Utley		1010 · Checking LLC - Firs...	0.00	195.80	
Paycheck	11/5/1999	1123	Erika R Lewin		1010 · Checking LLC - Firs...	15.00	210.80	
Paycheck	11/5/1999	1124	Guy T Iantoni		1010 · Checking LLC - Firs...	12.54	223.34	
Paycheck	11/5/1999	1125	Jennifer A Kluge		1010 · Checking LLC - Firs...	8.34	231.68	
Paycheck	11/5/1999	1126	Jill B Iantoni		1010 · Checking LLC - Firs...	18.46	250.14	
Paycheck	11/5/1999	1127	Martha Mantecon		1010 · Checking LLC - Firs...	12.33	262.47	
Paycheck	11/19/1999	1170	Jennifer A Kluge		1010 · Checking LLC - Firs...	8.33	270.80	
Paycheck	11/19/1999	1171	Martha Mantecon		1010 · Checking LLC - Firs...	12.33	283.13	

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

03/27/00

Type	Date	Num	Name	Memo	Split	Amount	Balance
Paycheck	12/3/1999	1199	Jennifer A Kluge		1010 · Checking LLC - Firs...	8.33	291.46
Paycheck	12/3/1999	1200	Martha Mantecon		1010 · Checking LLC - Firs...	10.78	302.24
Paycheck	12/20/1999	1259	Jennifer A Kluge		1010 · Checking LLC - Firs...	8.34	310.58
Paycheck	12/20/1999	1260	Martha Mantecon		1010 · Checking LLC - Firs...	0.00	310.58
Total 6567 · Federal Unemployment							
<b>6568 · Florida Unemployment</b>							
Paycheck	8/31/1999	1031	Brian G Utley		1010 · Checking LLC - Firs...	112.50	0.00
Paycheck	9/22/1999	1032	Brian G Utley		1010 · Checking LLC - Firs...	76.50	112.50
Paycheck	10/7/1999	1048	Brian G Utley		1010 · Checking LLC - Firs...	0.00	189.00
Paycheck	10/7/1999	1049	Guy T Iantoni		1010 · Checking LLC - Firs...	84.38	189.00
Paycheck	10/7/1999	1050	Martha Mantecon		1010 · Checking LLC - Firs...	27.75	273.38
Paycheck	10/7/1999	1051	Jennifer A Kluge		1010 · Checking LLC - Firs...	11.66	301.13
Paycheck	10/22/1999	1089	Brian G Utley		1010 · Checking LLC - Firs...	0.00	312.79
Paycheck	10/22/1999	1090	Erika R Lewin		1010 · Checking LLC - Firs...	23.37	312.79
Paycheck	10/22/1999	1091	Guy T Iantoni		1010 · Checking LLC - Firs...	62.30	336.16
Paycheck	10/22/1999	1092	Jennifer A Kluge		1010 · Checking LLC - Firs...	31.76	398.46
Paycheck	10/22/1999	1093	Martha Mantecon		1010 · Checking LLC - Firs...	41.63	430.22
Paycheck	11/1/1999	1114	Eliot Bernstein		1010 · Checking LLC - Firs...	189.00	471.85
Paycheck	11/5/1999	1122	Brian G Utley		1010 · Checking LLC - Firs...	0.00	660.85
Paycheck	11/5/1999	1123	Erika R Lewin		1010 · Checking LLC - Firs...	50.62	660.85
Paycheck	11/5/1999	1124	Guy T Iantoni		1010 · Checking LLC - Firs...	42.32	711.47
Paycheck	11/5/1999	1125	Jennifer A Kluge		1010 · Checking LLC - Firs...	28.12	753.79
Paycheck	11/5/1999	1126	Jill B Iantoni		1010 · Checking LLC - Firs...	62.31	781.91
Paycheck	11/5/1999	1127	Martha Mantecon		1010 · Checking LLC - Firs...	41.62	844.22
Paycheck	11/19/1999	1170	Jennifer A Kluge		1010 · Checking LLC - Firs...	28.13	885.84
Paycheck	11/19/1999	1171	Martha Mantecon		1010 · Checking LLC - Firs...	41.63	913.97
Paycheck	12/3/1999	1199	Jennifer A Kluge		1010 · Checking LLC - Firs...	28.12	955.60
Paycheck	12/3/1999	1200	Martha Mantecon		1010 · Checking LLC - Firs...	36.37	983.72
Paycheck	12/20/1999	1259	Jennifer A Kluge		1010 · Checking LLC - Firs...	28.13	1,020.09
Paycheck	12/20/1999	1260	Martha Mantecon		1010 · Checking LLC - Firs...	0.00	1,048.22
Total 6568 · Florida Unemployment						1,048.22	1,048.22
<b>6560 · Main Payroll Expense - Other</b>							
Total 6560 · Main Payroll Expense - Other						199,557.85	0.00
Total 6560 · Main Payroll Expense						199,557.85	199,557.85
<b>6500 · Payroll Expenses - Other</b>							
Total 6500 · Payroll Expenses - Other						0.00	0.00
Total 6500 · Payroll Expenses						199,557.85	199,557.85

iviewit.com, Inc.  
**General Ledger**  
 As of December 31, 1999

03/27/00

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>6820 · Taxes</b>							
<b>6830 · Federal</b>							
Total 6830 · Federal							0.00
<b>6840 · Local</b>							
Total 6840 · Local							0.00
<b>6850 · Property</b>							
Total 6850 · Property							0.00
<b>6860 · State</b>							
Bill	11/3/1999	4276...	Corporation Service Com...	State Fee Disbursement & Documentary St...	2000 · Accounts Payable	42.50	42.50
Bill	11/3/1999	4276...	Corporation Service Com...	State Fee Disbursement & Documentary St...	2000 · Accounts Payable	60.00	102.50
Bill	11/3/1999	4276...	Corporation Service Com...	State Fee Disbursement & Documentary St...	2000 · Accounts Payable	36.55	139.05
Bill	11/5/1999	4276...	Corporation Service Com...	State Fee Disbursement & Documentary St...	2000 · Accounts Payable	42.50	181.55
Bill	11/5/1999	4276...	Corporation Service Com...	State Fee Disbursement & Documentary St...	2000 · Accounts Payable	93.50	275.05
Check	11/19/1999	1174	Corporation Service Com...	Taxes on promissory notes	1010 · Checking LLC - Firs...	139.05	414.10
General Journal	12/4/1999	9	Corporation Service Co.	Overpmt of State taxes on promissory note ...	1100 · Accounts Receivable	-139.05	275.05
Total 6860 · State						275.05	275.05
<b>6820 · Taxes - Other</b>							
Total 6820 · Taxes - Other							0.00
<b>6820 · Taxes</b>							
Total 6820 · Taxes						275.05	275.05
<b>6900 · Interest Expense</b>							
<b>6910 · Lease Interest Exp.</b>							
Bill	11/16/1999	9912...	JDR Capital Corp	Computer Equipment Lease (DLC)	2000 · Accounts Payable	122.28	122.28
Bill	12/16/1999		JDR Capital Corp	Computer Equipment Lease (DLC)	2000 · Accounts Payable	119.81	242.09
Total 6910 · Lease Interest Exp.						242.09	242.09
<b>6920 · Loan Interest</b>							
General Journal	12/31/1999			Accrued interest as of 12/31/99	2050 · Accrued Interest Lia...	5,188.56	5,188.56
Total 6920 · Loan Interest						5,188.56	5,188.56
<b>6900 · Interest Expense - Other</b>							
Total 6900 · Interest Expense - Other							0.00
Total 6900 · Interest Expense						5,430.65	5,430.65

iviewit.com, Inc.  
**General Ledger**  
As of December 31, 1999

03/27/00

Type	Date	Num	Name	Memo	Split	Amount	Balance
<b>6000 · Indirect Operating Expenses - Other</b>							
Total 6000 · Indirect Operating Expenses - Other							0.00
<b>6610 · Outside Services</b>							
Total 6610 · Outside Services						784,762.98	784,762.98
<b>6890 · Contributions</b>							
Total 6890 · Contributions							0.00
<b>7010 · Interest Income</b>							
General Journal	9/30/1999			To record opening balance		-1,135.10	-1,135.10
Deposit	10/31/1999			Cap Acct Interest		-1,272.63	-2,407.73
Deposit	11/23/1999			Surepay Credit First Union CD in Misc Data		-229.78	-2,637.51
Deposit	11/30/1999			Nov. interest income		-397.01	-3,034.52
Deposit	12/23/1999			Surepay Credit		-222.36	-3,256.88
Deposit	12/31/1999			Interest		-183.20	-3,440.08
Total 7010 · Interest Income						-3,440.08	-3,440.08
<b>7030 · Other Income</b>							
Total 7030 · Other Income							0.00
<b>8100 · Amortization Expense</b>							
Total 8100 · Amortization Expense							0.00
<b>8200 · Depreciation Expense</b>							
General Journal	12/31/1999			To record yearly depr.		4,039.09	4,039.09
Total 8200 · Depreciation Expense					-SPLIT-	4,039.09	4,039.09
<b>8300 · Other Expenses</b>							
Total 8300 · Other Expenses							0.00
<b>No acct</b>							
Total no acct							0.00
<b>TOTAL</b>						<b>0.00</b>	<b>0.00</b>

## CONFIDENTIALITY AND PROPRIETARY RIGHTS AGREEMENT

THIS CONFIDENTIALITY AND PROPRIETARY RIGHTS AGREEMENT ("Agreement") is made as of the 14 day of February, 2000, by and between iviewit Technologies, Inc., a Delaware corporation (the "Company"), having an address at 2255 Glades Road, Suite 337-W, Boca Raton, Florida 33431-7360 and Zakirul Shirajee, with an address at 9485 Boca Cove Circle, #708, Boca Raton, FL 33428 (the "Consultant").

### WITNESSETH:

WHEREAS, Consultant has performed certain services for the Company and desires to perform such other duties and services for the Company as the Company may in its discretion, from time to time, direct;

WHEREAS, in appreciation of the efforts of Consultant and the execution of this Agreement, the Company is concurrently with the execution of this Agreement paying to Consultant an appreciation bonus in the amount of One Thousand Dollars (\$1,000); and

WHEREAS, the parties desire to confirm the terms upon which Consultant has provided certain services to the Company prior to the date of this Agreement and may provide additional services in the future.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by both parties, Consultant agrees as follows:

1. Recitals. The above recitals are true and correct.
2. Non-Disclosure of Confidential Information.
  - a. Treatment of Information. The Consultant acknowledges that the Company's Confidential Information (as hereinafter defined) constitutes valuable special and unique assets of the Company, access to and knowledge of which have been (and may be in the future) provided to the Consultant by virtue of the Consultant's services for and on behalf of the Company. In light of the highly competitive nature of the industry in which the Company's business is conducted, the Consultant agrees that all Confidential Information heretofore or in the future obtained by the Consultant shall be considered and treated as confidential.
  - b. Ownership. The Consultant acknowledges that, as between the Company and the Consultant, the Confidential Information and any and all rights and privileges provided under the patent, trademark, copyright, trade secret and other laws of the United States, the individual

states thereof, and jurisdictions foreign thereto, and the goodwill associated therewith, have been, are and at all times will be, the property of the Company.

c. Covenants. The Consultant agrees that he shall: (i) hold in confidence and not disclose or make available to any third party any Confidential Information unless so authorized in writing by the Company; (ii) exercise all reasonable efforts to prevent third parties from gaining access to the Confidential Information; (iii) not use, directly or indirectly, the Confidential Information in any respect of his business, except as necessary to evaluate the information in order to perform the Consultant's duties and responsibilities to the Company; (iv) restrict the disclosure or availability of the Confidential Information to those who have read and understand this Agreement and who have a need to know the information in order to achieve the purposes of this Agreement; (v) not copy or modify any Confidential Information without the prior written consent of the Company; provided, however, that such copy or modification of any Confidential Information does not include any modifications or copying which would otherwise prevent the Consultant from performing his duties and responsibilities to the Company; (vi) take such other protective measures as may be reasonably necessary to preserve the confidentiality of the Confidential Information; (vii) relinquish all rights he may have in any matter, such as drawings, documents, models, samples, photographs, patterns, templates, molds, tools or prototypes, and inventions, which may contain, embody or make use of the Confidential Information; (viii) promptly deliver to the Company any such matter as the Company may direct at any time; and (ix) not retain any copies or other reproductions thereof. Consultant acknowledges that he has had access to, or been provided with, Confidential Information prior to the date of this Agreement and that all such Information shall be entitled to the protections set forth in this Agreement.

d. Confidential Information Defined. The term "Confidential Information" means trade secrets, private or secret processes, methods and ideas customer lists and information concerning the Company's products, services, technologies, business records and plans, inventions, product design information, data or database, or other computer programs and listings, source code and/or subject code, copyrights, trademarks, trade secrets, patents, patent applications, patent designs, proprietary information, formulae, protocols, forms, procedures, development, technical information, know-how, show-how, marketing activities and procedures, method for operating of the Company's Business, credit and financial data concerning the Company, projections, the Company's clients and client lists, supplier lists (which lists shall not only mean one or more of the names and addresses of the clients and suppliers of the Company but it shall also encompass any and all information whatsoever regarding them, including their needs), and marketing and advertising practices and plans and information. The term "Confidential Information" shall also encompass all similar information owned or regarding any of the Company's subsidiaries, parents or affiliates (collectively with the Company, the "Company Entities").

e. Exceptions. Excluded from the Confidential Information, and therefore not subject to the provisions of this Section 2, shall be any information which: (i) at the time of disclosure, is in the public domain as evidenced by printed publications; (ii) after the disclosure, enters the public domain by way of printed publication through no fault of the Consultant; (iii) the

Consultant can show by written documentation that the Confidential Information was in the Consultant's possession at the time of disclosure and which was not acquired directly or indirectly from any Company Entity; or (iv) the Consultant can show by written documentation was acquired, after disclosure, from a third party who did not receive it from any Company Entity, and who had the right to disclose the information without any obligation to hold such information confidential. Specific information shall not be deemed to be within the foregoing exceptions merely because it is embraced by more general information in the public domain. Additionally, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain. If the Consultant intends to avail himself/herself of any of the foregoing exceptions, the Consultant shall first notify the Company in writing of his/her intention to do so and the basis for claiming the exception.

3. Inventions.

a. Disclosure. The Consultant agrees to promptly inform and to disclose to the Company in writing (whether patentable or not) any and all inventions, developments, procedures, ideas, innovations, systems, programs, techniques, processes, information, discoveries, improvements and modifications, industrial designs, mask works, however fixed or encoded that are suitable to be fixed, embedded or programmed in a semiconductor product (whether recordable or not) and all works of authorship (whether or not copyright protection may be obtained for it) created, conceived or developed by the Consultant, either alone or with others, directly or indirectly, which meet any of the following criteria:

i. arise in whole or in part from any services rendered to, for or on behalf of any Company Entity (including without limitation, all such services relating to the period before the date of this Agreement);

ii. are created, conceived or developed by the Consultant based upon, in whole or in part, any Confidential Information;

iii. relate to the present or anticipated business of any Company Entity, including without limitation, the development and commercialization of apparatuses and methods for producing enhanced digital images or digital video for display on any medium, including the Internet and world wide web, as well as any applications therefor and/or improvements thereon (the "Digital Processing and Display Technology");

iv. relate to any actual or demonstrably anticipated research or development work of any of the Company Entities; or

v. were invented utilizing any of the Company Entities' equipment, supplies, facilities, time or any information (whether or not considered Confidential Information) obtained from or useful to the Company or any of the Company Entities.



All of the foregoing are collectively referred to herein as "Inventions" and individually as an "Invention". For purposes of this Agreement, the term "Inventions" shall include not only Inventions created, conceived or developed after the date of this Agreement, but also all Inventions created, conceived or developed prior to the date of this Agreement, including specifically any and all Inventions relating to the Digital Processing and Display Technology. Any item of the nature identified in this subparagraph a. which was or is created, conceived or developed at anytime prior to the date hereof through the date that is three (3) years after the last date upon which any consulting or similar services were rendered by the Consultant to any Company Entity shall be conclusively presumed to be an Invention for purposes of this Agreement.

b. Assignment. All Inventions, and all rights relating thereto, shall be assigned by virtue of this Agreement and without further action by the Consultant to the Company and shall be and shall remain the exclusive property of the Company. Consultant shall execute any and all Assignments and/or other formal papers perfecting and/or transferring all right, title and/or interest in the name of the Company.

c. Ownership. The Company shall own title to all Inventions (including without limitation, patent applications, patents, trademarks, copyrights and trademarks). With respect to each Invention assigned to the Company, the Consultant hereby grants, transfers and assigns to the Company all of his world-wide rights, title and interest, if any, in any and all written materials (including but not limited to programmed instructional material), pictorial reproductions, drawings and other graphic representations and works of similar nature upon which he may be engaged in, including rights to translation and reproductions in all forms or formats and the copyrights thereto, if any, and the Consultant agrees that the Company may copyright said materials in the Company's name and secure renewal, reissues and extensions of such copyrights for such periods of time as the law may permit. Consultant specifically agrees that all copyrightable material generated or developed under this Agreement shall be considered works "made for hire" (as that term is defined pursuant to the U.S. Copyright Act of 1976, as amended) and that such material shall, upon creation, be owned exclusively by Company. To the extent that any such material, under applicable law, may not be considered works made for hire, Consultant hereby assigns to Company all right, title and interest in the ownership of copyright in such materials, without the necessity of any further consideration, and Company shall be entitled to obtain and hold in Company's own name all copyrights in respect of such materials. Without limiting the generality of the foregoing, Consultant acknowledges that he has not been granted any license or other right to use any Invention.

d. The Consultant's Assistance. The Consultant agrees to assist the Company in obtaining patents or copyrights on any Inventions assigned to the Company that the Company, in its sole discretion, seeks to patent or copyright. The Consultant also agrees to sign all documents (including assignments in form requested by the Company) and do all things necessary to obtain such patents or copyrights, to further assign them to the Company, and to protect the Company against infringement by other parties. The Consultant agrees that such actions will be without compensation to the Consultant.

e. Attorney-in-Fact. The Consultant irrevocably appoints any Company-selected designee to act as his agent and attorney-in-fact to perform all acts necessary to obtain patents and/or copyrights as required by this Agreement if the Consultant (i) refuses to perform those acts or (ii) is unavailable, within the meaning of the United States Patent and Copyright Laws. It is expressly intended by the Consultant that the foregoing power of attorney is coupled with an interest.

f. Records. The Consultant shall keep complete, accurate and authentic information and records on all Inventions in the manner and form reasonably requested by the Company. Such information and records, and all copies thereof, shall be the property of the Company as to any Inventions within the meaning of this Agreement and shall constitute Confidential Information. In addition, the Consultant agrees to promptly surrender all such original and copies of such information and records at the request of the Company.

#### 4. Reasonableness and Enforcement of Restrictions.

a. Reasonableness. The Consultant hereby agrees that the restrictions imposed upon Consultant by the provisions of this Agreement are fair and reasonable and are reasonably required for the protection of the Company. In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof. The Consultant acknowledges that the covenants and agreements set forth in Sections 2 through 6 hereof are and were a material inducement to the Company to engage the services of the Consultant.

b. Enforcement. The parties hereby agree that any violation by Consultant of the covenants contained in this Agreement shall cause irreparable damage to the Company for which Company will have no adequate remedy at law. In the event that the Consultant breaches any of the covenants contained in this Agreement, the Consultant hereby agrees and acknowledges that the Company, upon the filing of an action in a Court of competent jurisdiction, shall be immediately entitled to the issuance of an ex parte preliminary injunction enjoining the Consultant from continuing any such breach. Consultant acknowledges and agrees that the provisions of this Agreement, including, without limitation, the provisions of Section 4 may be enforced by the Company or any successor or assign of the Company. Consultant agrees to indemnify and hold harmless the Company for all costs, damages, expenses and liabilities incurred by the Company or any Company Entity arising or relating to any breach of this Agreement by Consultant.

5. Consultant Representations. Consultant hereby represents and warrants that Consultant has full right and authority to perform Consultant's obligations hereunder, and that Consultant has neither assigned nor otherwise entered into an agreement by which Consultant purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with Consultant's obligations under this Agreement.

6. Miscellaneous.

a. Binding Effect. Except as herein otherwise provided, this Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their personal representatives, successors, heirs and assigns.

b. Severability. Invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provisions.

c. Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Titles of Sections are for convenience only, and neither limit nor amplify the provisions of the Agreement itself, and all references herein to Sections or subdivisions thereof shall refer to the corresponding Article, Section or subdivision thereof of this Agreement, unless specified referenced is made to such Sections or subdivisions of another document or instrument.

d. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without giving effect to any conflicts of law principles.

e. Entire Agreement. This Agreement contains the entire understanding between the parties, supersedes all other negotiations understandings and representations (if any) made by and among such parties, and may not be changed or modified except by an Agreement in writing signed by all the parties.

f. Submission to Jurisdiction. Each of the parties to this Agreement irrevocably and unconditionally (a) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought in the circuit court located in Palm Beach County, Florida or the court of the United States, Southern District of Florida; (b) consents to the jurisdiction of each such court located in any such suit, action or proceeding; (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agrees that service of any court paper may be affected on such party by mail, as provided in this Agreement or in such other manner as may be provided under applicable laws or court rules in said state.

g. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered when either hand delivered or deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at the addresses first stated herein, or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as provided herein.

h. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed an original.

i. Attorneys' Fees. If any legal action or other proceeding is brought by the Company for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation by the Consultant in connection with any provision of this Agreement, the Company if successful in such legal action or other proceeding, shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that action or proceeding, in addition to any other relief to which the Company may be entitled.

j. Survival. The provisions of Sections 2 through 6 hereof shall survive any termination of this Agreement.

k. Independent Contractor. Consultant agrees that Consultant has, prior to the date of this Agreement, acted, and with regard to any future services shall be acting, as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the Company. Consultant shall have no authority to contract for or bind Company in any manner and shall not represent himself as an agent of the Company or as otherwise authorized to act for on behalf of the Company. Consultant shall have no status as employee or any right to any benefit that Company grants Company's employees.

l. Injunctive Relief. Consultant acknowledges and agrees that in the event Consultant violates any term, covenant or provision of this Agreement, the Company will suffer irreparable harm for which the Company will have no adequate remedy at law. Consultant agrees that the Company shall be entitled to injunctive relief for any breach or violation of this agreement, including but not limited to the issuance of an ex parte preliminary injunction as set forth in Section 4 b., above, in addition to and not in limitation of any and all other remedies available to the Company at law or in equity. No remedy herein conferred upon the Company is intended to be exclusive of any other remedy, and each and every such remedy 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 or otherwise. No single or partial exercise by the Company of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

m. No Offsets. The existence of any claim or cause of action of Consultant against any Company Entity, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of this Agreement.

n. Waiver of Jury Trial. THE COMPANY AND THE CONSULTANT MUTUALLY AND WILLINGLY WAIVE THE RIGHT OF A TRIAL BY JURY OF ANY AND ALL CLAIMS MADE BETWEEN THEM WHETHER NOW EXISTING OR ARISING IN THE FUTURE, INCLUDING WITHOUT LIMITATION ANY AND ALL CLAIMS, DEFENSES, COUNTERCLAIMS, CROSSCLAIMS AND THIRD PARTY CLAIMS ARISING FROM OR RELATED TO THE NEGOTIATION, EXECUTION, BREACH AND/OR PERFORMANCE OF THIS AGREEMENT.

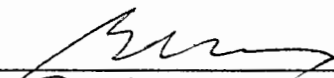
IN WITNESS WHEREOF, the parties hereto have duly executed this agreement, in lieu of any prior agreement, on the day and year first written above.

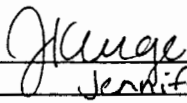
Signed, sealed and delivered in the presence of:

Witnesses:

iviewit Technologies, Inc.

  
\_\_\_\_\_  
GUY IANTONI Print Name

By:   
Its: President

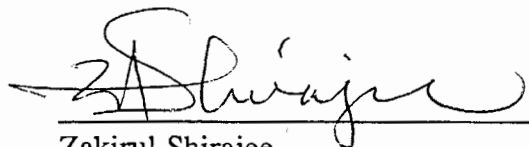
  
\_\_\_\_\_  
Jennifer Kluge Print Name

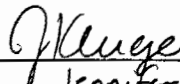
**THE CONSULTANT ACKNOWLEDGES AND AGREES THAT CONSULTANT HAS READ AND UNDERSTANDS THE TERMS SET FORTH IN THIS AGREEMENT AND HAS BEEN GIVEN A REASONABLE OPPORTUNITY TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTION OF THIS AGREEMENT.**

Witnesses:

"Consultant"

  
\_\_\_\_\_  
GUY IANTONI Print Name

  
\_\_\_\_\_  
Zakirul Shirajee

  
\_\_\_\_\_  
Jennifer Kluge Print Name

STATE OF FLORIDA )  
 ) ss  
COUNTY OF PALM BEACH )

Before me, the undersigned authority, appeared Zakirul Shirajee, who is personally known to me or who produced as identification a \_\_\_\_\_ showing him(her) to be the person described in and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 14 day of February, 2000.



Martha Mantecón  
Commission # 00 821549  
Expires Mar. 28, 2003  
Bonded Thru  
Atlantic Bonding Co., Inc

Martha Mantecón  
\_\_\_\_\_  
Notary Public  
State of FLORIDA at Large

## CONFIDENTIALITY AND PROPRIETARY RIGHTS AGREEMENT

THIS CONFIDENTIALITY AND PROPRIETARY RIGHTS AGREEMENT ("Agreement") is made as of the 14 day of February, 2000, by and between iviewit Technologies, Inc., a Delaware corporation (the "Company"), having an address at 2255 Glades Road, Suite 337-W, Boca Raton, Florida 33431-7360 and Jude Rosario, with an address at 5580 N.W. 61<sup>st</sup> Street, Apt. 625, Coconut Creek, FL 33065 (the "Consultant").

### WITNESSETH:

WHEREAS, Consultant has performed certain services for the Company and desires to perform such other duties and services for the Company as the Company may in its discretion, from time to time, direct;

WHEREAS, in appreciation of the efforts of Consultant and the execution of this Agreement, the Company is concurrently with the execution of this Agreement paying to Consultant an appreciation bonus in the amount of One Thousand Dollars (\$1,000); and

WHEREAS, the parties desire to confirm the terms upon which Consultant has provided certain services to the Company prior to the date of this Agreement and may provide additional services in the future.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by both parties, Consultant agrees as follows:

1. Recitals. The above recitals are true and correct.

2. Non-Disclosure of Confidential Information.

a. Treatment of Information. The Consultant acknowledges that the Company's Confidential Information (as hereinafter defined) constitutes valuable special and unique assets of the Company, access to and knowledge of which have been (and may be in the future) provided to the Consultant by virtue of the Consultant's services for and on behalf of the Company. In light of the highly competitive nature of the industry in which the Company's business is conducted, the Consultant agrees that all Confidential Information heretofore or in the future obtained by the Consultant shall be considered and treated as confidential.

b. Ownership. The Consultant acknowledges that, as between the Company and the Consultant, the Confidential Information and any and all rights and privileges provided under the patent, trademark, copyright, trade secret and other laws of the United States, the individual

states thereof, and jurisdictions foreign thereto, and the goodwill associated therewith, have been, are and at all times will be, the property of the Company.

c. Covenants. The Consultant agrees that he shall: (i) hold in confidence and not disclose or make available to any third party any Confidential Information unless so authorized in writing by the Company; (ii) exercise all reasonable efforts to prevent third parties from gaining access to the Confidential Information; (iii) not use, directly or indirectly, the Confidential Information in any respect of his business, except as necessary to evaluate the information in order to perform the Consultant's duties and responsibilities to the Company; (iv) restrict the disclosure or availability of the Confidential Information to those who have read and understand this Agreement and who have a need to know the information in order to achieve the purposes of this Agreement; (v) not copy or modify any Confidential Information without the prior written consent of the Company; provided, however, that such copy or modification of any Confidential Information does not include any modifications or copying which would otherwise prevent the Consultant from performing his duties and responsibilities to the Company; (vi) take such other protective measures as may be reasonably necessary to preserve the confidentiality of the Confidential Information; (vii) relinquish all rights he may have in any matter, such as drawings, documents, models, samples, photographs, patterns, templates, molds, tools or prototypes, and inventions, which may contain, embody or make use of the Confidential Information; (viii) promptly deliver to the Company any such matter as the Company may direct at any time; and (ix) not retain any copies or other reproductions thereof. Consultant acknowledges that he has had access to, or been provided with, Confidential Information prior to the date of this Agreement and that all such Information shall be entitled to the protections set forth in this Agreement.

d. Confidential Information Defined. The term "Confidential Information" means trade secrets, private or secret processes, methods and ideas customer lists and information concerning the Company's products, services, technologies, business records and plans, inventions, product design information, data or database, or other computer programs and listings, source code and/or subject code, copyrights, trademarks, trade secrets, patents, patent applications, patent designs, proprietary information, formulae, protocols, forms, procedures, development, technical information, know-how, show-how, marketing activities and procedures, method for operating of the Company's Business, credit and financial data concerning the Company, projections, the Company's clients and client lists, supplier lists (which lists shall not only mean one or more of the names and addresses of the clients and suppliers of the Company but it shall also encompass any and all information whatsoever regarding them, including their needs), and marketing and advertising practices and plans and information. The term "Confidential Information" shall also encompass all similar information owned or regarding any of the Company's subsidiaries, parents or affiliates (collectively with the Company, the "Company Entities").

e. Exceptions. Excluded from the Confidential Information, and therefore not subject to the provisions of this Section 2, shall be any information which: (i) at the time of disclosure, is in the public domain as evidenced by printed publications; (ii) after the disclosure, enters the public domain by way of printed publication through no fault of the Consultant; (iii) the



Consultant can show by written documentation that the Confidential Information was in the Consultant's possession at the time of disclosure and which was not acquired directly or indirectly from any Company Entity; or (iv) the Consultant can show by written documentation was acquired, after disclosure, from a third party who did not receive it from any Company Entity, and who had the right to disclose the information without any obligation to hold such information confidential. Specific information shall not be deemed to be within the foregoing exceptions merely because it is embraced by more general information in the public domain. Additionally, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain. If the Consultant intends to avail himself/herself of any of the foregoing exceptions, the Consultant shall first notify the Company in writing of his/her intention to do so and the basis for claiming the exception.

3. Inventions.

a. Disclosure. The Consultant agrees to promptly inform and to disclose to the Company in writing (whether patentable or not) any and all inventions, developments, procedures, ideas, innovations, systems, programs, techniques, processes, information, discoveries, improvements and modifications, industrial designs, mask works, however fixed or encoded that are suitable to be fixed, embedded or programmed in a semiconductor product (whether recordable or not) and all works of authorship (whether or not copyright protection may be obtained for it) created, conceived or developed by the Consultant, either alone or with others, directly or indirectly, which meet any of the following criteria:

i. arise in whole or in part from any services rendered to, for or on behalf of any Company Entity (including without limitation, all such services relating to the period before the date of this Agreement);

ii. are created, conceived or developed by the Consultant based upon, in whole or in part, any Confidential Information;

iii. relate to the present or anticipated business of any Company Entity, including without limitation, the development and commercialization of apparatuses and methods for producing enhanced digital images or digital video for display on any medium, including the Internet and world wide web, as well as any applications therefor and/or improvements thereon (the "Digital Processing and Display Technology");

iv. relate to any actual or demonstrably anticipated research or development work of any of the Company Entities; or

v. were invented utilizing any of the Company Entities' equipment, supplies, facilities, time or any information (whether or not considered Confidential Information) obtained from or useful to the Company or any of the Company Entities.

All of the foregoing are collectively referred to herein as "Inventions" and individually as an "Invention". For purposes of this Agreement, the term "Inventions" shall include not only Inventions created, conceived or developed after the date of this Agreement, but also all Inventions created, conceived or developed prior to the date of this Agreement, including specifically any and all Inventions relating to the Digital Processing and Display Technology. Any item of the nature identified in this subparagraph a. which was or is created, conceived or developed at anytime prior to the date hereof through the date that is three (3) years after the last date upon which any consulting or similar services were rendered by the Consultant to any Company Entity shall be conclusively presumed to be an Invention for purposes of this Agreement.

b. Assignment. All Inventions, and all rights relating thereto, shall be assigned by virtue of this Agreement and without further action by the Consultant to the Company and shall be and shall remain the exclusive property of the Company. Consultant shall execute any and all Assignments and/or other formal papers perfecting and/or transferring all right, title and/or interest in the name of the Company.

c. Ownership. The Company shall own title to all Inventions (including without limitation, patent applications, patents, trademarks, copyrights and trademarks). With respect to each Invention assigned to the Company, the Consultant hereby grants, transfers and assigns to the Company all of his world-wide rights, title and interest, if any, in any and all written materials (including but not limited to programmed instructional material), pictorial reproductions, drawings and other graphic representations and works of similar nature upon which he may be engaged in, including rights to translation and reproductions in all forms or formats and the copyrights thereto, if any, and the Consultant agrees that the Company may copyright said materials in the Company's name and secure renewal, reissues and extensions of such copyrights for such periods of time as the law may permit. Consultant specifically agrees that all copyrightable material generated or developed under this Agreement shall be considered works "made for hire" (as that term is defined pursuant to the U.S. Copyright Act of 1976, as amended) and that such material shall, upon creation, be owned exclusively by Company. To the extent that any such material, under applicable law, may not be considered works made for hire, Consultant hereby assigns to Company all right, title and interest in the ownership of copyright in such materials, without the necessity of any further consideration, and Company shall be entitled to obtain and hold in Company's own name all copyrights in respect of such materials. Without limiting the generality of the foregoing, Consultant acknowledges that he has not been granted any license or other right to use any Invention.

d. The Consultant's Assistance. The Consultant agrees to assist the Company in obtaining patents or copyrights on any Inventions assigned to the Company that the Company, in its sole discretion, seeks to patent or copyright. The Consultant also agrees to sign all documents (including assignments in form requested by the Company) and do all things necessary to obtain such patents or copyrights, to further assign them to the Company, and to protect the Company against infringement by other parties. The Consultant agrees that such actions will be without compensation to the Consultant.

e. Attorney-in-Fact. The Consultant irrevocably appoints any Company-selected designee to act as his agent and attorney-in-fact to perform all acts necessary to obtain patents and/or copyrights as required by this Agreement if the Consultant (i) refuses to perform those acts or (ii) is unavailable, within the meaning of the United States Patent and Copyright Laws. It is expressly intended by the Consultant that the foregoing power of attorney is coupled with an interest.

f. Records. The Consultant shall keep complete, accurate and authentic information and records on all Inventions in the manner and form reasonably requested by the Company. Such information and records, and all copies thereof, shall be the property of the Company as to any Inventions within the meaning of this Agreement and shall constitute Confidential Information. In addition, the Consultant agrees to promptly surrender all such original and copies of such information and records at the request of the Company.

#### 4. Reasonableness and Enforcement of Restrictions.

a. Reasonableness. The Consultant hereby agrees that the restrictions imposed upon Consultant by the provisions of this Agreement are fair and reasonable and are reasonably required for the protection of the Company. In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof. The Consultant acknowledges that the covenants and agreements set forth in Sections 2 through 6 hereof are and were a material inducement to the Company to engage the services of the Consultant.

b. Enforcement. The parties hereby agree that any violation by Consultant of the covenants contained in this Agreement shall cause irreparable damage to the Company for which Company will have no adequate remedy at law. In the event that the Consultant breaches any of the covenants contained in this Agreement, the Consultant hereby agrees and acknowledges that the Company, upon the filing of an action in a Court of competent jurisdiction, shall be immediately entitled to the issuance of an ex parte preliminary injunction enjoining the Consultant from continuing any such breach. Consultant acknowledges and agrees that the provisions of this Agreement, including, without limitation, the provisions of Section 4 may be enforced by the Company or any successor or assign of the Company. Consultant agrees to indemnify and hold harmless the Company for all costs, damages, expenses and liabilities incurred by the Company or any Company Entity arising or relating to any breach of this Agreement by Consultant.

5. Consultant Representations. Consultant hereby represents and warrants that Consultant has full right and authority to perform Consultant's obligations hereunder, and that Consultant has neither assigned nor otherwise entered into an agreement by which Consultant purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with Consultant's obligations under this Agreement.

6. Miscellaneous.

a. Binding Effect. Except as herein otherwise provided, this Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their personal representatives, successors, heirs and assigns.

b. Severability. Invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provisions.

c. Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Titles of Sections are for convenience only, and neither limit nor amplify the provisions of the Agreement itself, and all references herein to Sections or subdivisions thereof shall refer to the corresponding Article, Section or subdivision thereof of this Agreement, unless specified referenced is made to such Sections or subdivisions of another document or instrument.

d. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without giving effect to any conflicts of law principles.

e. Entire Agreement. This Agreement contains the entire understanding between the parties, supersedes all other negotiations understandings and representations (if any) made by and among such parties, and may not be changed or modified except by an Agreement in writing signed by all the parties.

f. Submission to Jurisdiction. Each of the parties to this Agreement irrevocably and unconditionally (a) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought in the circuit court located in Palm Beach County, Florida or the court of the United States, Southern District of Florida; (b) consents to the jurisdiction of each such court located in any such suit, action or proceeding; (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agrees that service of any court paper may be affected on such party by mail, as provided in this Agreement or in such other manner as may be provided under applicable laws or court rules in said state.

g. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered when either hand delivered or deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at the addresses first stated herein, or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as provided herein.

h. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed an original.

i. Attorneys' Fees. If any legal action or other proceeding is brought by the Company for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation by the Consultant in connection with any provision of this Agreement, the Company if successful in such legal action or other proceeding, shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that action or proceeding, in addition to any other relief to which the Company may be entitled.

j. Survival. The provisions of Sections 2 through 6 hereof shall survive any termination of this Agreement.

k. Independent Contractor. Consultant agrees that Consultant has, prior to the date of this Agreement, acted, and with regard to any future services shall be acting, as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the Company. Consultant shall have no authority to contract for or bind Company in any manner and shall not represent himself as an agent of the Company or as otherwise authorized to act for on behalf of the Company. Consultant shall have no status as employee or any right to any benefit that Company grants Company's employees.

l. Injunctive Relief. Consultant acknowledges and agrees that in the event Consultant violates any term, covenant or provision of this Agreement, the Company will suffer irreparable harm for which the Company will have no adequate remedy at law. Consultant agrees that the Company shall be entitled to injunctive relief for any breach or violation of this agreement, including but not limited to the issuance of an ex parte preliminary injunction as set forth in Section 4 b., above, in addition to and not in limitation of any and all other remedies available to the Company at law or in equity. No remedy herein conferred upon the Company is intended to be exclusive of any other remedy, and each and every such remedy 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 or otherwise. No single or partial exercise by the Company of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

m. No Offsets. The existence of any claim or cause of action of Consultant against any Company Entity, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of this Agreement.


n. Waiver of Jury Trial. THE COMPANY AND THE CONSULTANT MUTUALLY AND WILLINGLY WAIVE THE RIGHT OF A TRIAL BY JURY OF ANY AND ALL CLAIMS MADE BETWEEN THEM WHETHER NOW EXISTING OR ARISING IN THE FUTURE, INCLUDING WITHOUT LIMITATION ANY AND ALL CLAIMS, DEFENSES, COUNTERCLAIMS, CROSSCLAIMS AND THIRD PARTY CLAIMS ARISING FROM OR RELATED TO THE NEGOTIATION, EXECUTION, BREACH AND/OR PERFORMANCE OF THIS AGREEMENT.

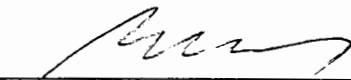
IN WITNESS WHEREOF, the parties hereto have duly executed this agreement, in lieu of any prior agreement, on the day and year first written above.

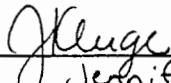
Signed, sealed and delivered in the presence of:

Witnesses:

iviewit Technologies, Inc.

  
\_\_\_\_\_  
GUY IANTONI Print Name


By:   
\_\_\_\_\_  
Its: PRESIDENT

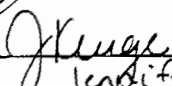
  
\_\_\_\_\_  
Jennifer Kluge Print Name

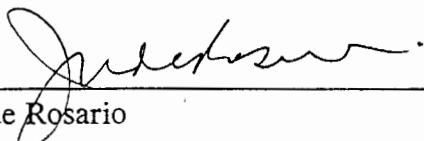
**THE CONSULTANT ACKNOWLEDGES AND AGREES THAT CONSULTANT HAS READ AND UNDERSTANDS THE TERMS SET FORTH IN THIS AGREEMENT AND HAS BEEN GIVEN A REASONABLE OPPORTUNITY TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTION OF THIS AGREEMENT.**

Witnesses:

"Consultant"

  
\_\_\_\_\_  
GUY IANTONI Print Name

  
\_\_\_\_\_  
Jennifer Kluge Print Name

  
\_\_\_\_\_  
Jude Rosario

STATE OF FLORIDA )  
 ) ss  
COUNTY OF PALM BEACH )

Before me, the undersigned authority, appeared Jude Rosario, who is personally known to me or who produced as identification a \_\_\_\_\_ showing him(her) to be the person described in and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 14 day of February, 2000.



Martha Mantecón  
Commission # CO 821549  
Expires Mar. 28, 2003  
Bonded Thru  
Atlantic Bonding Co., Inc.

Martha Mantecón  
\_\_\_\_\_  
Notary Public  
State of FLORIDA at Large