

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA

In re:

iviewit.com LLC

Case No. 01-33407-BKC-SHF
Involuntary Chapter 11

Debtor.

**NOTICE OF DEPOSITION DUCES TECUM PURSUANT
TO BANKRUPTCY RULE 7030 AND FOR PRODUCTION
OF DOCUMENTS PURSUANT TO BANKRUPTCY RULE 7034**

To: Bradley Shraiberg, Esq.
Furr and Cohen, P.A.
1499 W. Palmetto Park Road
Suite 412
Boca Raton, Florida 33486

PLEASE TAKE NOTICE that pursuant to Fed.R.Bankr.P. 7030 and 7034 and Local Rule 7027-1, the undersigned attorneys shall take the deposition of:

DEPONENT: Records Custodian of Iviewit.com, LLC

DATE/TIME: August 8, 2001 at 10:00 a.m.

LOCATION: Houston & Shahady, P.A.
316 Northeast Fourth Street
Fort Lauderdale, Florida

upon oral examination before a Notary Public or any other officer authorized by law to take depositions in the State of Florida, who is not of counsel or attorney of the parties hereto, or interested in the event or the cause. The oral examination will continue from day to day until complete. This deposition is being taken for the purpose of discovery, for use at trial or any other purpose permitted under the rules of court.

**THE DEPONENT IS FURTHER REQUIRED TO
PRODUCE THE FOLLOWING DOCUMENTS TO THE
LAW OFFICES OF HOUSTON & SHAHADY, P.A.,**

1. Any and all documents which support the allegations in the answer to Involuntary Petition and Counter-Claim for bad faith.
2. Any and all payroll records maintained by Iviewit.com, LLC.
3. Any and all general ledgers for Iviewit.com, LLC (including account payable ledger).
4. Any and all employee personnel files maintained by Iviewit.com, LLC or concerning employees of Iviewit.com, LLC
5. Any and all federal, state and/or local tax returns and/or other tax related filings by Iviewit.com, LLC for the one year period prior to the filing of the Involuntary Petition.
6. Any and all W-2 tax forms, 1099 tax forms or other employee related tax document filed or prepared by Iviewit.com, LLC. for the one year period prior to the filing of the Involuntary Petition.
7. Any and all board minutes or resolutions for the one year period prior to the filing of the Involuntary Petition.(For this request any and all committees or sub-committees of the Board of Directors should be included).
8. All preliminary drafts, mesne drafts and final execution copies of employment agreements signed by or maintained by Iviewit.com, LLC for the one year period prior to the filing of the Involuntary Petition.
9. Any and all correspondence by and between Iviewit.com, LLC and any employee during the one year period prior to the filing of the Involuntary Petition.
10. Any and all private offerings, memorandums, disclosure statements or other documents provided to potential investors or lenders during the one year period prior to the filing of the Involuntary Petition.
11. Any and all budgets, projections or other analyses depicting operating costs of Iviewit.com, LLC prepared during one year period prior to the filing of the Involuntary Petition.
12. Any and all documents which support the allegations in the counter-claim that "Mr. Reale voluntarily terminated his employment of Iviewit.com, Inc. on or about September 16, 2000 and he was subsequently rehired as an employee at will by Iviewit.com, Inc. approximately two months later? (Counter-claim, ¶5).

13. Any and all documents which substantiate that Messrs. Hersh, Utley & Reale were "fired by their respective employer ..'for cause'".
14. Any and all loan documents by and between Iviewit.com, LLC, to which Iviewit.com, LLC is a party, as borrower, guarantor or accommodating party, with any secured or unsecured lender during the one year period prior to the filing of the Involuntary Petition.

I. DEFINITIONS AND INSTRUCTIONS.

1. **Iviewit.com, LLC** means the Debtor, as well as its members interest holders, agents, attorneys, and all other persons acting or purporting to act on its behalf.

2. **Person** means any natural person, individual, proprietorship, partnership, corporation, association, organization, joint venture, firm, other business enterprise, governmental body, group of natural persons or other entity.

3. **Document or Documents** means all of the following in your possession, custody or subject to your control:

any written or graphic material or other means of preserving thought or expression and all tangible things from which information can be processed or transcribed, including the originals and all non-identical copies, whether different from the original by reason of any notation made on such copy or otherwise, including, but not limited to, correspondence, memoranda, notes, messages, letters, telegrams, teletype, telefax, bulletins, meetings and other communications, notations or reports of interoffice and intra office telephone calls, diaries, chronological data, minutes, books, reports, studies, summaries, pamphlets, bulletins, printed matter, charts, ledgers, invoices, work sheets, receipts, returns, computer printouts, prospectuses, financial statements, schedules, affidavits, contracts, canceled checks, statements, transcripts, statistics, surveys, magazine or newspaper articles, releases (any and all drafts, alterations and modifications, changes and amendments of any of the foregoing), graphic or aural records or representations of any kind (including without limitation photographs, charts, graphs, microfiche, microfilm, videotape, recordings, motion pictures) and electronic, mechanical or electric recordings or representations of any kind (including without limitation tapes, cassettes, computer storage, discs, floppy discs, records and tapes).

4. **All documents** means every document or group of documents or communication as above defined that are known to you or that can be located or discovered by reasonably diligent efforts.

5. **Communication** means any oral or written utterance, notation or statement of any nature whatsoever, by and to whomsoever made, including, but not limited to, correspondence,

conversations, dialogues, discussions, interviews, meetings, consultants, agreements, and other understandings between or among two or more people.

6. Relating to, in relation to or relate to means in any way directly or indirectly, concerning, referring to, disclosing, describing, confirming, supporting, evidencing, or representing.

7. Bankruptcy Case means the Chapter 11 involuntary bankruptcy case filed by the Petitioning Creditors, Case No **01-33407-BKC-PGH**.

8. All words in the present tense include the past, and all words in the past tense include the present tense.

9. As used herein, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine, and neuter shall include each of the other genders.

10. In the event any request calls for production of a document you contend is privileged attorneys' work product or trial preparation materials, in whole or in part, then the document should be identified to the fullest extent possible consistent with such claim of privilege.

If privilege is claimed, at least the following information should be furnished:

- (i) **the nature, date, subject matter, and author of the document;**
- (ii) **the names and job titles of all persons to whom the document was directed, addressed or received; and**
- (iii) **the paragraph of this discovery request to which the document responds.**

You are further required to set forth as to any document for which privilege, attorneys' work product or trial preparation materials is claimed:

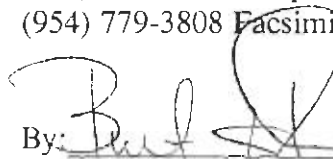
- (i) **the nature of the privilege claimed;**
- (ii) **the grounds relied upon for the claim of privilege (with specificity);**
- (iii) **the person who claims the privilege and whether there has been any waiver of the privilege. If there has been a waiver, provide a detailed description of the circumstances surrounding the waiver.**

CERTIFICATE OF ADMISSION AND SERVICE

I HEREBY CERTIFY that I am admitted to the Bar of the United States District Court for the Southern District of Florida and I am in compliance with the additional qualifications to practice in this court set forth in Local Rule 2090-1(A).

I HEREBY CERTIFY that a true and correct copy of the foregoing has been provided by U.S. Mail to Bradley Shraiberg, Esq., Furr and Cohen, P.A., 1499 W. Palmetto Park Road, Suite 412, Boca Raton, Florida 33486 this 25 day of July, 2001.

HOUSTON & SHAHADY, P.A.
Attorneys for Petitioning Creditors
316 Northeast Fourth Street
Fort Lauderdale, FL 33301
(954) 779-3800 Telephone
(954) 779-3808 Facsimile

By: 

Bart A. Houston, Esquire
Fla. Bar No. 623636

cc: Ouelette & Mauldin Court Reporters

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA**

In re:

iviewit.com LLC

Case No. 01-33407-BKC-SHF
Involuntary Chapter 11

Debtor.

NOTICE OF DEPOSITION PURSUANT TO BANKRUPTCY RULE 7030

To: Bradley Shraiberg, Esq.
Furr and Cohen, P.A.
1499 W. Palmetto Park Road
Suite 412
Boca Raton, Florida 33486

PLEASE TAKE NOTICE that pursuant to Fed. R. Bankr. P. 7030 and Local Rule 7027-1, the undersigned attorneys shall take the deposition of:

DEPONENT: Iviewit.com, LLC ¹

DATE/TIME: August 10, 2001 at 10:00 a.m.

LOCATION: Houston & Shahady, P.A.
316 Northeast Fourth Street
Fort Lauderdale, Florida

upon oral examination before a Notary Public or any other officer authorized by law to take depositions in the State of Florida, who is not of counsel or attorney of the parties hereto, or interested in the event or the cause. The oral examination will continue from day to day until complete. This deposition is being taken for the purpose of discovery, for use at trial or any other purpose permitted under the rules of court.

¹ Designated Corporate Representative of Iviewit.com, LLC

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I HEREBY CERTIFY that a true and correct copy of the foregoing has been provided by U.S. Mail to Bradley Shraiberg, Esq., Furr and Cohen, P.A., 1499 W. Palmetto Park Road, Suite 412, Boca Raton, Florida 33486 this 25 day of July, 2001.

HOUSTON & SHAHADY, P.A.
Attorneys for Petitioning Creditors
316 Northeast Fourth Street
Fort Lauderdale, FL 33301
(954) 779-3800 Telephone
(954) 779-3808 Facsimile

By: 

Bart A. Houston, Esquire
Fla. Bar No. 623636

cc: Ouelette & Mauldin Court Reporters

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA**

In re:

iviewit.com LLC

Case No. 01-33407-BKC-SHF
Involuntary Chapter 11

Debtor.

**PETITIONING CREDITORS' EX-PARTE MOTION FOR ORDER
SHORTENING TIME TO RESPOND TO DISCOVERY REQUEST**

Raymond T. Hersh, Brian Utley, Michael Real and Ryjo, Inc. (the "Petitioning Creditors") through their attorneys, seek an Ex Parte Order Shortening Time to Respond to Discovery Request pursuant to Local Rule 9013-1(C)(7) and Bankruptcy Rule 9006(c)(1) and the applicable Federal Rules of Civil Procedure, and in support would state:

1. On June 26, 2001, the Petitioning Creditors filed the Involuntary Petition against iviewit.com, LLC ("Purported Debtor"). On July 17, 2001, the Purported Debtor filed and served its answer to the Involuntary Petition alleging several affirmative defenses and asserting a counterclaim for attorney fees and punitive sanctions. On July 25, 2001, the Petitioning Creditors filed and served the Certificate of Contested Matter pursuant to Local Rule 1013-1(A).

2. On July 25, 2001, the Petitioning Creditors propounded their First Set of Interrogatories upon the Purported Debtor. Further, the Petitioning Creditors have scheduled the deposition of the corporate representative of Debtor for August 10, 2001.


3. Petitioning Creditors request that the time to respond to the Discovery be shortened to ten (10) days from the date of service in order to allow timely receipt and review of the written discovery prior to the deposition of the Purported Debtor. The Debtor will not be prejudiced by the entry of an order shortening time to respond to Discovery due to the nature of the discovery. In fact, the requested information must be in the Purported Debtor's immediate possession in order that it would be able to assert the facts in the Affirmative Defenses and counterclaim.

4. Bankruptcy Rule 9006(c)(1) empowers the court to shorten the time to respond to Petitioning Creditors' discovery request.

WHEREFORE, Raymond T. Hersh, Brian Utley, Michael Real and Ryjo, Inc. request that this court shorten the time for response to the written discovery to 10 days from the date of service in accordance with the enclosed proposed order and any other relief deemed just and proper.

*Dated: Ft. Lauderdale, FL
July 25, 2001*

HOUSTON & SHAHADY, P.A.
Attorneys for Petitioning Creditors
316 Northeast Fourth Street
Fort Lauderdale, FL 33301
(954) 779-3800 Telephone
(954) 779-3808 Facsimile


By: 
Barry P. Gruher, Esq.
Florida Bar No.: 960993

CERTIFICATE OF ADMISSION AND SERVICE

I HEREBY CERTIFY that I am admitted to the Bar of the United States District Court for the Southern District of Florida and I am in compliance with the additional qualifications to practice in this court set forth in Local Rule 2090-1(A).

I HEREBY FURTHER CERTIFY that a true and correct copy of the foregoing was served by U.S. mail to Bradley Shraiberg, Esq., Furr and Cohen, P.A., 1499 W. Palmetto Park Road, Suite 412, Boca Raton, FL 33486 on this 25 day of July, 2001.

HOUSTON & SHAHADY, P.A.
Attorneys for Petitioning Creditors
316 Northeast Fourth Avenue
Fort Lauderdale, Florida 33301
(954) 779-3800 Telephone
(954) 779-3808 Facsimile

By: 
Barry P. Gruher, Esq.
Florida Bar No.: 960993



"I view it!"

www.iviewit.com

2255 Glades Road Ste 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll Free: 877.484.8444

April 18, 2000

Mr. Michael A. Reale
5304 Ventura Blvd.
Delray Beach, Florida 33484

Dear Mike:

I am pleased, on behalf of the Board of Directors, to offer you a senior executive position and career with iviewit.com as follows:

1. **Position:**

You will be Vice President, Production Operations for iviewit.com commencing no later than Monday, April 30, 2000.

2. **Authority and Responsibilities:**

You will have the authority over and be responsible for all matters of production for iviewit.com, Inc. This will include the establishment and maintenance of all procedures and practices relating to receiving, processing and distributing video and imaging product. In addition your responsibility will include personnel hiring and management, capital expenditures, production facilities, budgets, expenses and gross margin. Cost, performance and quality standards must be established and tracked to insure that they are met.

As a member of the Executive Team you will be expected to participate in the company strategic and operational planning processes.

3. **Reporting Relationship:**

You will report directly to the Chief Operating Officer and directly to the Board of Directors as it may request from time to time.

4. **Compensation: Performance Objectives for Calendar Year 2000:**

Your base salary will be 10,416.67 monthly payable bi-monthly. You will qualify for our stock option plan.



April 18, 2000
Page Two

A bonus plan will be based upon Company and individual performance to be administered by the Board of Directors.

5. **Stock Grant:**

As a senior executive and key employee, you will be awarded, effective the date of your employment, an economic interest in the common equity Company in the form of 522 Class A Shares that represent approximately 0.8% of the Company's now common equity and \$202,518 at current valuation levels. This is a new equity plan adopted by the Board of Directors on February 4, 2000. The rights to your Units will vest and be subject to forfeiture as provided in the Stock Option Plan that applies to all award recipients, which the Company's legal counsel, Proskaur Rose, Boca Raton, will be sending for your review and signature.

6. **Health and Other Benefits:**

The company will provide you and your family medical insurance for which there will be no premium cost. You will be eligible to participate in the Company's 401(k) plan, as soon as one is established. The administration of the 401 (k) plan will be one of your responsibilities.

7. **Vacation:**

You will be subject to Company policies for vacation, sick leave and personal leave. However, you can expect twenty (20) business days vacation per year subject to accrual.

April 18, 2000
Page Three

8. Expenses:

The Company will reimburse for the following expenses: (a) travel on behalf of the Company in accordance with policies applicable to senior executives. North American and foreign travel to Europe and travel of less than four hours will be coach class. You may upgrade for all travel. (b) Up to \$2000 for lap top computer and software required for Company business. (c) For mileage driven, other than travel to and from your home and the office, at the Company standard rate and for tolls and parking all as incurred on behalf of the Company.

9. Moving Expenses:

You will be allowed up to \$2,000.00 for moving a car and household effects from Rochester, NY.

10. Termination; Severance and Other Payments in Certain Events:

You or the Company can terminate this agreement at anytime on thirty (30) days prior written notice to the other party, except that the Company can terminate this agreement immediately upon written notice "for cause" specified in its notice of termination.

If the Company terminates this agreement except "for cause", the Company will pay your salary for up to three (3) months after termination. The Company will reimburse for all expenses incurred by you, and documented on expenses reports, as payable prior to the date of your termination.

"For cause" means (a) the commission of a felony or other crime involving moral turpitude or the commission of any other act or omission involving dishonesty, disloyalty or fraud with respect to the Company or any of its customers or suppliers; (b) chronic drug or alcohol abuse or other repeated conduct causing the Company substantial public disgrace or disrepute or economic harm; (c) substantial and repeated failure to perform duties as reasonably directed by the Board or the Company's President; (d) gross negligence or willful misconduct with respect to the Company or (e) any other material breach of this agreement.

SENT BY:

4-2 0 : 11:22 :

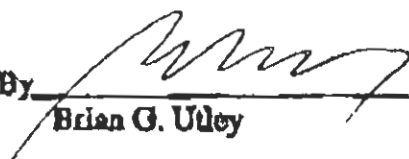
April 18, 2000
Page Four

11. Miscellaneous:

This agreement, when signed by you, and all the entire agreements between you and the Company with respect to your employment with the Company cannot be modified without the written consent of you and the Company. This agreement will be governed by and construed in accordance with the internal laws (but not the choice of law or conflicts of law rules and provisions) of the State of Florida.

Mike, we are excited about you joining our team. If acceptable, please sign and return the enclosed copy of this agreement.

iviewit.com
For the Board of Directors

By 
Brian G. Uley

Accepted:


Michael A. Reale

Dated: 4/27/00

CONFIDENTIAL HISTORY FOLDER

2255 Glades Road
Suite 337 W
Boca Raton, FL 33431
(561) 999-8899

REALE MICHAEL A.
Last Name First Name Middle Name Employee Number

091-32-1170 2/17/40 M M
Social Security Number Date of Birth Marital Status Sex

Prior Employment Yes No
I-9 Documentation Completed Yes No

ADDRESS INFORMATION

5304 VENTURA DRIVE Delray Beach FL 33484 561 499-8270
Street City State Zip Telephone

Change Date Street City State Zip Telephone

Change Date Street City State Zip Telephone

EMPLOYMENT STATUS

Full Time Part Time Temporary
 Seasonal On Call Educational Co-Op

Security Clearance: Level _____ Date Granted _____

Years Worked: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

EMERGENCY CONTACT

Name: DORIS Reale Relationship: SPOUSE Telephone Number: 561 499-8488 Address: SAME

Name: _____ Relationship: _____ Telephone Number: _____ Address: _____

Doctor: _____ Telephone Number: _____ Address: _____

Medical Information (Allergies, Medication, etc.):

HOURS WORKED PER PAY PERIOD Daily: _____ Weekly: _____

PRIOR HEALTH INSURANCE COVERAGE

Certificate Requested Certificate Presented

Comments: _____

Such Certificates Should Be Kept in this File.

BENEFITS

Insurance	Premium	Employee Contribution	Employer Contribution	Date Eligible	Date Enrolled	Date Withdrawn
Medical - self						
Medical - family						
Dental						
Eyeglasses						
Disability						
Life						

BENEFITS CONT.

Retirement	Premium	Employee Contribution	Employer Contribution	Date Eligible	Date Enrolled	Date Withdrawn
Co. Pension						
Union Pension						
401 (K) Plan						
Other						
Options	Premium	Employee Contribution	Employer Contribution	Date Eligible	Date Enrolled	Date Withdrawn
Profit Sharing						
Stock Plan						
Union						
Credit Union						
Other						

EXHIBIT
#10

HMO INFORMATION

Plan Name: _____ Doctor: _____ Co-Pay: _____ Prescriptions: _____ Co-Pay: _____ Note: _____

LAW OFFICES
MOSKOWITZ, MANDELL, SALIM & SIMOWITZ, P.A.
800 CORPORATE DRIVE • SUITE 510
FORT LAUDERDALE, FLORIDA 33334

MICHAEL W. MOSKOWITZ*
SCOTT E. SIMOWITZ
CRAIG J. MANDELL
WILLIAM G. SALIM, JR.**
SCOTT M. ZASLAV*
ARI J. GLAZER*
TODD A. ARMBRUSTER
ARTHUR E. LEWIS

ALSO ADMITTED IN NY & DC*
ALSO ADMITTED IN MA**
ALSO ADMITTED IN NY & CT*
ALSO ADMITTED IN NY*

BROWARD (954) 491-2000
BOCA RATON (561) 750-7700
TELECOPIER (954) 491-2051
EMAIL mms@mmslaw.com

OF COUNSEL

SHIRLEY D. WEISMAN, P.A.

William G. Salim, Jr.
wsalim@mmslaw.com

May 3, 2001

VIA FACSIMILE AND MAIL

Mr. Ross Miller
Iviewit Holdings, Inc.
2255 Glades Road, Suite 337W
Boca Raton, Florida 33431

Re: Hersh, Utley and Reale v. Iviewit Holdings, Inc.

Dear Mr. Miller:

This firm represents Raymond Hersh ("Hersh"), Brian Utley ("Utley") and Michael Reale ("Reale"), employees of Iviewit Holdings, Inc., and/or its subsidiaries and affiliates ("Iviewit"). Although we understand these three gentlemen have not been formally terminated by Iviewit, they apparently have been informally notified that they will be terminated given Iviewit's closing of its Boca Raton, Florida offices.

Accordingly, our clients have each provided to us their respective Employment Agreements with Iviewit. We understand that you are aware of the existence of the same, and/or have been provided copies thereof, but if for any reason this is incorrect, kindly advise and we can certainly provide copies to you. Nonetheless, so that we are considering the same agreements, we refer to the following specific agreements:

1. Employment Agreement with Hersh dated October 1, 2000;
2. Executive Employment Agreement with Utley dated August 3, 1999;
3. Employment Letter Agreement with Reale dated April 27, 2000.

As we presume you are well aware, our clients are each owed substantial monies pursuant to their respective Employment Agreements. In addition, each is entitled to certain benefits.



Mr. Ross Miller
May 3, 2001
Page 2

including, without limitation, health insurance coverage. Each also has certain stock interests in Iviewit, including common stock ownership, warrants and/or options.

For the moment, we will disregard any issues with respect to the stock ownership interests. What immediately concerns us, and requires your urgent attention, are the substantial monies due our respective clients. We understand that Mr. Hersh has advised you of those amounts in certain correspondence and/or conversations. Yet, to date our clients have received no satisfactory answer from Iviewit, or yourself, as to the payment of those amounts.

Accordingly, we have been retained to immediately undertake any and all actions necessary to collect all amounts due our clients. As of April 27, 2001, we understand that the amounts due our three clients on their respective agreements are as follows:

1. Hersh - \$93,750.00;
2. Utley - \$317,308.00;
3. Reale - \$41,250.00.

In addition, we also understand that our clients are owed the following additional amounts of back-wages or deferred compensation, namely:

1. Hersh - \$25,634.56;
2. Utley - \$51,923.04;
3. Reale - \$13,942.24.

We hereby demand that the above-referenced sums be immediately paid to our clients, or we will have no alternative but to commence suit to collect the same. In the event that such a course is pursued, we will also seek recovery of interest on the unpaid amounts due, together with all costs and attorneys' fees incurred, as provided under either the applicable agreements or Florida law.

In addition, we trust that Iviewit will likewise honor its obligations to provide continued health insurance coverage to our clients, whether pursuant to their respective agreements, or under the applicable provisions of federal law. Perhaps because none of our clients have received actual, written, notice of termination, presumably this explains why the requisite COBRA notification has not yet been provided.

Mr. Ross Miller
May 3, 2001
Page 3

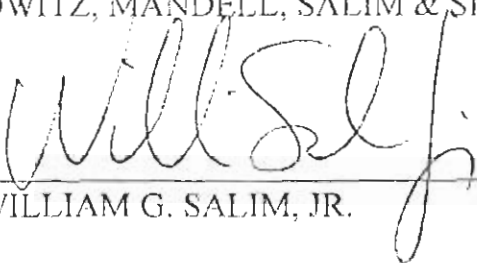
We trust that Iviewit will make payment of all amounts due our respective clients, as set forth above, forthwith, and in no event later than May 8, 2001. In the event that our clients do not receive such payments on or before May 8, 2001, we have been instructed to proceed to enforce any and all of their available legal remedies, including those provided under either federal or state law. We will so proceed without further notice or warning to Iviewit, or yourself, unless payment is made.

PLEASE GOVERN YOURSELF ACCORDINGLY.

Very truly yours,

MOSKOWITZ, MANDELL, SALIM & SIMOWITZ, P.A.

By:


WILLIAM G. SALIM, JR.

WGS/cl

cc: Raymond Hersh
Brian Utley
Michael Reale

HOUSTON & SHAHADY, P.A.

316 Northeast Fourth Street
Fort Lauderdale, Florida 33301

Bart A. Houston, Esq.
bhouston@houstonshahady.com

Telephone (954) 779-3800
Facsimile (954) 779-3808

June 6, 2001

Ross Miller
2255 Glades Road
Suite 337, West
Boca Raton, Florida 33431

Simon Bernstein, Chairman
7020 Lion's Head Lane
Boca Raton, Florida 33496

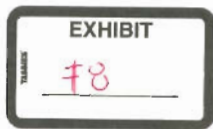
Elliot Bernstein, Vice Chairman
505 North Brand Boulevard
Glendale, CA 91203-2308

**Re: Iviewit Holdings, Inc. and Iviewit.com, Inc.
(collectively, the "Company")**

Gentlemen:

This law firm has been retained by Raymond T. Hersh, Brian Utley and Michael Real (collectively the "Clients") in connection with their entitlement to unpaid compensation and contractual severance payments. On May 3, 2001, William G. Salim, Esq. of the Moskowitz, Mandell, Salim law firm forwarded correspondence to Mr. Miller detailing the amounts of back wages, deferred compensation and severance benefit compensation (the "Compensation Claims"). At this point, the Company has disregarded the demand for payment and has not responded with any information or position which would raise a bona fide dispute to the payment of the Compensation Claims.

In the absence of any response or contact, the Clients have retained this law firm to pursue their creditor remedies, including but not limited to the filing and prosecution of an involuntary petition in bankruptcy. It is the concern of our Clients that the Company is operating in a reckless manner and continues to avoid and/or ignore creditor obligations, including those obligations owed to our Clients. Furthermore, certain control creditors/interest holders have dominated the Company in such a manner as to further frustrate the rights of creditors. Accordingly, in the event that the Company does not address the obligations owed to our Clients and/or otherwise immediately commence a dialogue concerning those obligations, our Clients have instructed that we prepare and file an involuntary petition and prosecute the involuntary petition seeking an adjudication in the Bankruptcy Court.



Z 345 263 616

US Postal Service
Receipt for Certified Mail

No Insurance Coverage Provided.
Do not use for International Mail (See reverse)

Sent to <i>Ross Miller</i>	
Street & Number <i>2255 Glades Rd #337</i>	
Post Office, State, & ZIP Code <i>Boca Raton, FL 33431</i>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date <i>6/6/01</i>	

PS Form 3800, April 1995

Z 345 263 617

US Postal Service
Receipt for Certified Mail

No Insurance Coverage Provided.
Do not use for International Mail (See reverse)

Sent to <i>Simon Bernstein</i>	
Street & Number <i>505 N. Brand Blvd.</i>	
Post Office, State, & ZIP Code <i>Glendale, CA 91203-2328</i>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date <i>6/6/01</i>	

PS Form 3800, April 1995

Z 345 263 615

US Postal Service
Receipt for Certified Mail

No Insurance Coverage Provided.
Do not use for International Mail (See reverse)

Sent to <i>Simon Bernstein</i>	
Street & Number <i>7020 Wags Head Lane</i>	
Post Office, State, & ZIP Code <i>Boca Raton, FL 33496</i>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date <i>6/6/01</i>	

PS Form 3800, April 1995

HOUSTON & SHAHADY, P.A.

316 Northeast Fourth Street
Fort Lauderdale, Florida 33301

Bart A. Houston, Esq.
bhouston@houstonshahady.com

Telephone (954) 779-3800
Facsimile (954) 779-3808

June 27, 2001

BY FACSIMILE & U.S. MAIL

Ben Zuckerman, Esq.
Sachs, Sax & Klein, P.A.
P.O. Box 810037
Boca Raton, Florida 33481-0037

Re: *Iviewit.com, LLC*
Involuntary Chapter 11

Dear Mr. Zuckerman:

As you know, this law firm represents Raymond T. Hersh, Brian Utley and Michael Reale (collectively the "Petitioning Creditors") in connection with the filing and prosecution of an involuntary bankruptcy case against Iviewit.com, LLC ("Iviewit"). On behalf of the Petitioning Creditors, I sent correspondence to Iviewit advising that an involuntary petition was being considered. Shortly thereafter, I was contacted by your office and advised that your law firm would be representing Iviewit in connection with the contents of my June 6, 2001 letter. Additionally, your law firm requested that I allow an extension of time within which to respond to the June 6, 2001 letter. In an effort to understand and be advised of Iviewit's position as to the claims by the Petitioning Creditors, both the Petitioning Creditors and I concurred that an extension of time would be appropriate. However, the extension of time was conditioned upon the response being received no later than Friday, June 22, 2001. That date was selected based upon my return from being out of town on a ten day vacation. Upon my return from vacation, I discovered that no response had been forthcoming from Iviewit or your firm and on Monday, June 25, 2001 I contacted your law firm to determine whether the response had been sent. Your assistant indicated that the response had not been sent and that you were unavailable due to your participation in a mediation and that the response would be forthcoming in the future.

Unfortunately, this type of delay has been the "rule rather than the exception" in the dealings between the Petitioning Creditors and Iviewit. At this point, Iviewit has been given

West Palm Beach Affiliate Office: Houston, Shahady, Palen & Hochberg, LLP
606 North Olive Avenue • West Palm Beach, Florida • Telephone 561.832.6266 • Facsimile 561.832.4504



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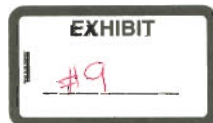
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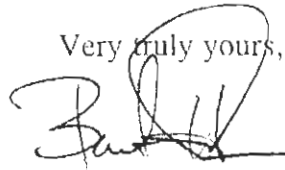


Ben Zuckerman, Esq.
June 27, 2001
Page Two

numerous opportunities to express concerns disputes or objections to the claims asserted by the Petitioning Creditors; yet, to date no such expression has been forthcoming. Accordingly, on Tuesday, June 26, 2001 the Petitioning Creditors filed the Involuntary Petition in the Bankruptcy Court for the Southern District of Florida (West Palm Beach Division). A copy of the Petition is enclosed for your consideration.

Unfortunately, due to the experiences of the Petitioning Creditors in connection with Iviewit, this office will not be in a position to grant any further extensions for pleadings in connection with the Bankruptcy Case.

Very truly yours,



Bart A. Houston

BAH/em
cc: Raymond T. Hersh
Brian Utley
Michael Reale

LAW OFFICES

FURR AND COHEN, P.A.INTERSTATE PLAZA, SUITE 412
1499 WEST PALMETTO PARK ROAD
BOCA RATON, FLORIDA 33486

TELEPHONE (561) 395-0500

FAX (561) 338-7532

e-mail: mafirm@furrandcohenpa.com

CHARLES I. COHEN

ALSO MEMBER OF OHIO BAR

ROBERT C. FURR

ALSO MEMBER OF GEORGIA BAR

BOARD CERTIFIED

BUSINESS & CONSUMER BANKRUPTCY LAW

CIVIL TRIAL LAWYER

LISA J. CHAIKLIN AFLALO**ALVIN S. GOLOSTEIN**

ALSO MEMBER OF NEW YORK BAR

LES OSBORNE

ALSO MEMBER OF NEW YORK BAR

BRADLEY S. SHRAIBERG**C. WILLIAM BERGER**

OF COUNSEL

ALSO MEMBER OF PENNSYLVANIA BAR

July 13, 2001

By facsimile 999-8810

Mr. Ross Miller

Mr. Bill Kasser

iviewit.com, Inc.

2255 Glades Road

Boca Raton, Florida 33431

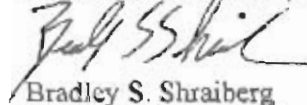
Re: iviewit.com, LLC

Dear Ross and Bill:

Enclosed with this letter please find our Answer To Involuntary Petition and Counterclaim For Bad Faith. If you have any questions, please feel free to call.

Very truly yours,

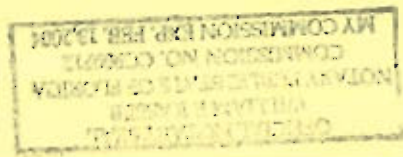
FURR AND COHEN, P.A.



Bradley S. Shraiberg

Bshraiberg@furrandcohenpa.com

BSS/mam



2/11/02

Mediation - Ken Rappaport -

Raymond, Brian, Bert

Brad & Me - (Eliot & Stepler on
phone)

x Bon - Preference or fraudulent
transfer -
inmate post petition

Go forward from a
business perspective -
inmate

Stepher would like to
resolve from a business
standpoint - believes matter
of months -

Will x Bon prejudice the
co - can we reverse
outside of bankruptcy -

is what you did detrimental to co - per Stephen - no -

business needs to operate in 3-6^{months} month cycle

- joint motion to continue
- limit their exposure

Bart:
 if we cannot resolve claim issue they can call for a stop continuance

- 1) try to continue Chap 4 file joint motion inced. because all could not be present. hope for 405 months no agree or want
- 2) they're in loop with what we are doing
- 3) will work with us against crossbar - they will find litigation -
- 4) agree to some kind of allowed claim
- 5) Tell judge we have another mediator session

~~if that is a~~

2/6/02 ①

- Brad
- Charles Cohen
- Eliot
- Stephen -

- Brad asks about

- Crossbow - Notice of Assignment -
- Stephen explains -

~~that mentions that~~

- If we agree to bankruptcy -
could reverse crossbow's action -

- Our adversaries become our
friends - timing of invol
he creates a preference
against crossbow -

- Brad asks what is the
status of funding -

- Stephen ~~trapped~~ - ~~crossbow~~
- Preference to get back -

- Must file ^{Emergency motion} DIP financing
to protect from
creditors -

Brad Shreiber

2/7/02

- Need mediation to go forward -

- Herol has become difficult

- Mediator & Bart go forward but go through with a game plan to trump X-por

- ask for one more continuance get to May then

- Come up with a way to kill crossbar - feels it will be productive

- Brad getting beat from partners \$2,800 - \$2,500 -

10/1/01

1/2 Brad Schwaiberg - The
other side has petitioned to
continue the 10/4/01 hearing
should be rescheduled to
early November.

LAW OFFICES

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LES OSBORNE
ALSO MEMBER OF NEW YORK BAR

BRADLEY S. SHRAIBERG

C. WILLIAM BERGER
OF COUNSEL
ALSO MEMBER OF PENNSYLVANIA BAR

August 13, 2001

~~ROSS MILLER~~
~~Mr. Bill Kasser~~

iviewit.com, Inc.
2255 Glades Road
Boca Raton, Florida 33431

Re: iviewit.com, LLC

Dear Bill:

Enclosed please find a copy of the Notice of Hearing for our Answer to Involuntary petition and Counterclaim for Bad Faith. This October 4th hearing is the trial and both Ross and you must attend this proceeding. If you have any questions, please feel free to call.

Very truly yours,

FURR AND COHEN, P.A.



Bradley S. Shraiberg

Bshraiberg@furrandcohenpa.com

BSS/mam

H:\LIBRARY\Bankruptcy\iviewit.com 01-273C\correspondence\client re hearing or trial 081301.wpd

COPY

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA

In re:

iviewit.com LLC

Case No. 01-33407-BKC-SHF
Involuntary Chapter 11

Debtor,
_____ /

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that a hearing will be held in the above matter at 1:30
_____ a.m./p.m. on October 4, 2001, at the following location:
(Date)

- Claude Pepper Federal Bldg., 51 SW 1st Avenue,
Courtroom _____, Miami, Florida 33130
- U.S. Courthouse, Courtroom _____, 299 E. Broward Blvd.,
Ft. Lauderdale, Florida 33301
- Paul G. Rogers Federal Building
 Courtroom #6, Room 312 [] Courtroom # _____, Room _____ 01
Clematis Street, West Palm Beach, Florida 33401

to consider the following:

**ANSWER TO INVOLUNTARY PETITION
AND COUNTERCLAIM FOR BAD FAITH**

DATED: 8/3/01

KAREN EDDY
Clerk of Court

By: [Signature]
Courtroom Deputy

The movant, or movant's counsel, Bart A. Houston shall serve a copy of this notice and, unless previously served, the above-described pleading, to all required parties and within the time frames required by the Federal Rules of Bankruptcy Procedure, Local Rules, or orders of the court, and shall file this original notice and completed certificate of service with the court.

All moving or objecting parties shall bring to the hearing, a proposed order, sustaining their position, with appropriate copies and envelopes.

COPY

**CERTIFICATE OF SERVICE AND COMPLIANCE
WITH LOCAL RULE 9073-1(D)**

I hereby certify that a true copy of this Notice of Hearing and the subject Motion (if not previously served) were served on all parties listed below on Aug 8, 2001, and that this is not a matter which can be resolved by conferring with opposing counsel.

Bradley Shraiberg, Esq.
Furr and Cohen, P.A.
1499 W. Palmetto Park Road
Suite 412
Boca Raton, Florida 33486

HOUSTON & SHAHADY, P.A.
Attorneys for Petitioning Creditors
316 Northeast Fourth Street
Fort Lauderdale, FL 33301
(954) 779-3800 Telephone
(954) 779-3808 Facsimile

By: 

Bart A. Houston, Esq.
Florida Bar No. 623636

COPY

2000 Glades Road
Suite 337 West
Boca Raton, FL 33431
Tel: 561-995-6850
Fax: 561-995-5310



Fax

To: ROSS MILLER From: BILL KASSER
Fax: 770-565-1145 Pages: 7
Phone: _____ Date: 9/11/01
Re: _____ CC: _____

Urgent For Review Please Comment Please Reply Please Recycle

● Comments:

EXECUTIVE EMPLOYMENT AGREEMENT

EXECUTIVE EMPLOYMENT AGREEMENT ("Agreement") made as of the 3rd day of August, 1999, by and between iviewit.com LLC, a Delaware limited liability company with an address at 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431 (the "Company"), and BRIAN G. UTLEY with an address at 1930 Southwest 8th Street, Boca Raton, Florida 33486 (the "Executive").

WHEREAS, the Company desires to employ Executive and to ensure the continued availability to the Company of the Executive's services, and the Executive is willing to accept such employment and render such services, all upon and subject to the terms and conditions contained in this Agreement;

NOW, THEREFORE, the Company and the Executive hereby agree as follows with respect to the Executive's employment with the Company:

1. **Employment.** The Company shall employ the Executive and the Executive shall be employed with the Company, on the terms and conditions hereinafter set forth, for a period commencing as of the date hereof (the "Effective Date") and ending three (3) years after the date hereof, unless sooner terminated pursuant to the provisions of this Agreement. Such period of employment shall be automatically extended for successive one-year terms of employment, unless either the Company or the Executive notifies the other in writing at least ninety (90) days prior to the end of the then current term that it or he does not intend to renew such employment, in which case such employment will expire at the end of the then current term. All references herein to the "Employment Period" shall refer to both the initial term and any such successive renewal terms. During his employment hereunder, the Executive shall be the President and Chief Operating Officer of each of the Company, uview.com, Inc., a Delaware corporation ("uview") and iviewit LLC, a Delaware limited liability company ("iviewit") (uview and iviewit are collectively referred to herein as the "Affiliates").

2. **Exclusive Efforts.** The Executive shall devote his full time, best efforts, skills and attention to the **business and affairs** of the Company and the Affiliates, shall serve the Company and the Affiliates faithfully and competently and shall at all times act in the Company's and the Affiliates' best interests. The services to be rendered by Executive during the Employment Period shall be the normal duties of a person employed as a President and Chief Operating Officer by a corporation in the Company's business, subject at all times to the direction and control of the Company's Board of Directors (the "Board").

3. **Compensation and Benefits.** The Company shall pay to the Executive, and the Executive agrees to accept, compensation as follows:

(a) Subject to the provisions of Section 3(b) below, the Company shall pay to the Executive, and the Executive agrees to accept, an initial base compensation of Fifty Thousand Dollars (\$50,000) per year (the "Initial Salary"). All compensation payable to Executive hereunder shall be payable in accordance with the normal payroll policies of the Company and shall be subject to all usual and customary payroll deductions, including all applicable withholding taxes.

(b) The Initial Salary shall be increased by: (i) Fifty Thousand Dollars (\$50,000) to One Hundred Thousand Dollars (\$100,000) per year on September 3, 1999 (the "Salary Increase Date"), (ii) an additional Fifty Thousand Dollars (\$50,000) to One Hundred Fifty Thousand Dollars (\$150,000) per year beginning six (6) months following the Salary Increase Date, and (iii) an additional One Hundred Thousand Dollars (\$100,000) to Two Hundred Fifty Thousand Dollars (\$250,000) per year beginning twelve (12) months following the Salary Increase Date.

(c) In addition to the compensation provided for in Sections 3(a) and 3(b), on the Effective Date, the Company shall cause uvview to issue in the Executive's name seventeen thousand one hundred thirty-eight (17,138) shares of uvview's Class B Common Stock (the "Initial Shares"), for the consideration of \$.05 per share. The Executive shall be entitled to receive up to seventeen thousand one hundred thirty-eight (17,138) additional shares of uvview's Class B Common Stock at future dates during the Employment Period as determined in the Board's sole discretion, subject to Executive's fulfillment of certain performance standards established, from time to time, by the Board.

(d) The compensation provided for in Sections 3(a) and 3(b) shall be in addition to any pension or retirement benefits, hospital and medical, disability, and other benefits, if any, made generally available by the Company, in its sole discretion, to its executive officers.

(e) Executive acknowledges that it is the Company's intent to purchase a "key-man" life insurance policy on the life of Executive for the benefit of the Company (the "Insurance Policy"). Executive agrees to cooperate fully in the acquisition, modification, amendment or supplement of the Insurance Policy, including submitting to any physical examination and providing any medical information as may be required by the insurer. In the event Executive dies within the Employment Period, the Personal Representative(s) (the "Personal Representatives") of Executive's estate (the "Estate") shall, at the Personal Representatives' sole discretion, elect to surrender to the Company all right, title and interest in and to the Initial Shares and obtain payment from the Company of the proceeds (the "Proceeds") of the Insurance Policy (the "Election"). The Election shall be in writing and delivered to and received by the Company at its then corporate headquarters within four (4) months from the date of Executive's death. Within seven (7) business days after the Company's dated receipt of the Election, if the Personal Representatives elect to receive the Proceeds, the Personal Representatives shall deliver the Initial Shares (along with executed stock powers) to the Company at its then corporate headquarters at which time the Company shall issue a certified or cashier's check payable to the Estate for the full amount of the Proceeds; provided, however, that if at the time of the Election the Company has not received the Proceeds, and if the Personal Representatives elect to receive the Proceeds, the

Company shall notify the Personal Representatives at such time as it receives the Proceeds, and, upon receipt of such notification, the Personal Representatives shall then be required to tender the Initial Shares to the Company at its corporate headquarters within seven (7) days of said notification, upon which the Company shall comply with the provisions of this Section regarding remittance of the Proceeds. If the Personal Representatives fail to comply with the provisions of the preceding sentence, the Company shall, at its sole discretion, notify the Personal Representatives as to whether it will demand the surrender of the Initial Shares (and make the corresponding payment of the insurance proceeds) no later than nine (9) months from the date of Executive's death or the deadline for filing Executive's Federal estate tax return, whichever occurs later.

(f) The Executive shall be entitled to four (4) weeks paid vacation per year. Such vacation time allowance shall not cumulatively accrue, and any unused vacation time for each year of the Employment Period shall be forfeited by Executive if not used during each year.

4. **Business Expenses.** The Executive shall be reimbursed for all usual and reasonable expenses incurred on behalf of the Company and the Affiliates, as applicable, as approved by the Board, in accordance with Company practices and procedures, provided that:

(a) Each such expenditure is of a nature qualifying it as a proper deduction on the federal and state income tax returns of the Company and any of the Affiliates, as applicable, as a business expense and not as deductible compensation to Executive; and

(b) Executive furnishes the Company with adequate documentary evidence required by federal and state statutes and regulations for the substantiation of such expenditures as deductible business expenses of the Company and of any of the Affiliates, as applicable, and not as deductible compensation to Executive.

Executive agrees that, if at any time, any payment made to Executive by the Company as a business expense reimbursement shall be disallowed in whole or in part as a deductible expense to the Company or any of the Affiliates, as applicable, by the appropriate taxing authorities, Executive shall reimburse the Company or any of the Affiliates, as applicable, to the full extent of such disallowance.

5. **Termination.**

(a) This Agreement may be immediately terminated by the Company at any time during the Employment Period for cause. In such an event of termination, the Company shall be obligated only to continue to pay to Executive his compensation, if any, earned up to the effective date of termination. "Cause" for purposes hereof shall mean (i) a breach of any of the provisions of this Agreement by Executive, (ii) conviction for any criminal offense involving a felony or (iii) willful misconduct, gross negligence or malfeasance.

(b) Except as otherwise provided herein, this Agreement and the obligations of the Company hereunder will terminate upon the death or at the Company's option, the disability

of the Executive. For purposes of this Section 5(b), "disability" shall mean that for a period of four consecutive months or six months in any 12-month period the Executive is incapable of substantially fulfilling the duties set forth in Section 2 or hereafter assigned to him because of physical, mental or emotional incapacity resulting from injury, sickness or disease as determined by an independent physician selected by the Company. Upon any such termination upon death or disability, the Company will pay the Executive or his legal representative, as the case may be, his compensation (including the Initial Shares issuable to Executive pursuant to Section 3(c) above), if any, earned through the date of such termination of employment.

6. Restrictive Covenants.

(a) Executive acknowledges that his services and responsibilities are unique in character and are of particular significance to the Company and to the Affiliates, that the Company and its Affiliates are competitive businesses and Executive's continued and exclusive service to the Company and the Affiliates under this Agreement is of a high degree of importance to the Company and the Affiliates. Therefore, during the Employment Period and for a period of two (2) years thereafter (the "Noncompete Period"), Executive shall not, directly or indirectly, as owner, partner, joint venturer, employee, broker, agent, corporate officer, principal, licensor, shareholder (unless as owner of no more than one percent (1%) of the issued and outstanding capital stock of such entity if such stock is traded on a major securities exchange) or in any other capacity whatsoever, engage in or have any connection with any business which is "competitive" with the Company or any of its Affiliates, and which operates anywhere in the "Restricted Territory" (as hereinafter defined). For purposes of this Agreement, a business will be deemed to be "competitive" with the Company and its Affiliates if it is engaged in the same business that the Company or any of its Affiliates are engaged in, or contemplates engaging in, including, but not limited to, any business engaged in whole or in part in developing, marketing, and implementing technology that allows products and services to be advertised and marketed via the internet. In recognition of the world wide access afforded by the internet, the parties agree that for purposes of this Agreement, "Restricted Territory" shall mean worldwide.

(b) During the Noncompete Period, the Executive shall not:

(i) directly or indirectly, by initiating contact or otherwise, induce, influence, combine or conspire with, or attempt to induce, influence, combine or conspire with, any of the officers, employees or agents of the Company to terminate his, her or its employment or relationship with or to compete against the Company or any of the Affiliates;

(ii) directly or indirectly, by initiating contact or otherwise, divert or attempt to divert any or all of any customers' or suppliers' business with the Company or any of the Affiliates.

(c) If, in any judicial proceedings, a court shall refuse to enforce any of the covenants included in this Section 6, then such unenforceable covenant shall be amended to relate to such lesser scope, period or geographical area as shall be enforceable. In the event the

Company or any of its Affiliates should bring any legal action or other proceeding against Executive for enforcement of this Agreement, the calculation of the Noncompete Period shall not include the period of time commencing with the filing of legal action or other proceeding to enforce this Agreement through the date of final judgment or final resolution, including all appeals, if any, of such legal action or other proceeding unless the Company and the Affiliates are receiving the practical benefits of this Section 6 during such time. The existence of any claim or cause of action by Executive against the Company or any of the Affiliates predicated on this Agreement or otherwise shall not constitute a defense to the enforcement by the Company or any of the Affiliates of these covenants.

(d) Executive hereby acknowledges that the restrictions on his activity as contained in this Agreement are required for the Company's reasonable protection and are a material inducement to the Company to enter into this Agreement. Executive hereby agrees that in the event of the violation by him of any of the provisions of this Agreement, the Company and its Affiliates and its or their permitted assigns (which are intended third-party beneficiaries of these covenants) will be entitled to institute and prosecute proceedings at law or in equity to obtain damages with respect to such violation, to enforce the specific performance of this Agreement by Executive, to enjoin Executive from engaging in any activity in violation hereof, or any combination of the foregoing remedies together with any other remedies available at law or in equity.

7. Treatment and Ownership of Confidential Information.

(a) The parties hereto acknowledge that Executive shall or may be making use of, acquiring and adding to Confidential Information (as that term is defined in subparagraph (b) below). Executive covenants and agrees that during the Employment Period and at all times thereafter he shall not, except with the prior written consent of the Company, or except if he is acting during the Employment Period solely for the benefit of the Company or any of the Affiliates in connection with the Company's or any of the Affiliates' business and in accordance with the Company's business practices and policies, at any time, disclose, divulge, report, transfer or use, for any purposes whatsoever, any of such Confidential Information, including Confidential Information obtained, used, acquired or added by, or disclosed to, Executive prior to the date of this Agreement.

(b) For purposes of this Agreement, the term "Confidential Information" shall mean all of the following materials and information which Executive receives, conceives or develops or has received, conceived or developed, in whole or in part, in connection with Executive's employment with the Company:

The Company's and the Affiliates' materials and information (regardless of the form of such information, including without limitation, in writing, electronic, computerized or other recorded form, oral or visual) concerning, or related in any way to, the Company and the Affiliates' or its or their businesses, including without limitation: (i) the contents of any Business Plan, projections or financial or credit information or data relating to the Company or any of its Affiliates; (ii) the contents of any manuals or written materials of the Company or any of its Affiliates; (iii) the

names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (iv) the terms of various agreements between the Company or the Affiliates and third parties; (v) any data or database, or other information compiled or developed by the Company or its Affiliates; (vi) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (vii) any information of a type described above derived or obtained from the internet or any website of the Company or its Affiliates, including without limitation, the file structure relating to such website or the content of such website.

(c) Executive covenants and agrees that all right, title and interest in any Confidential Information shall be and shall remain the exclusive property of the Company and the Affiliates, as applicable. Executive agrees to promptly disclose to the Company all Confidential Information developed in whole or in part by Executive within the scope of this Agreement and to assign to the Company or any of the Affiliates, as the Company determines in its sole discretion, any right, title or interest Executive may have in such Confidential Information. Executive agrees to turn over to the Company all physical manifestations of the Confidential Information in his possession or under his control at the request of the Company.

8. **Inventions.**

(a) Executive agrees to promptly inform and to disclose to the Company, in writing, all inventions, developments, procedures, ideas, innovations, systems, programs, techniques, processes, information, discoveries, improvements and modifications which Executive creates (collectively the "Inventions"), either alone or with others, while in the Company's employ, or while performing services for the Affiliates, whether or not during working hours, and at all times thereafter if the Inventions:

(i) relate to the present or anticipated business of the Company or any of the Affiliates;

(ii) relate to any actual or demonstrably anticipated research or development work of the Company or any of the Affiliates;

(iii) result from any work performed by the Executive for the Company or any of the Affiliates or customers of either; or

(iv) were invented utilizing the Company's or any of the Affiliates equipment, supplies, facilities, time or any information (whether or not considered Confidential Information) obtained from or useful to the Company or any of the Affiliates.

(b) Assignment. All of the above-described Inventions, and all rights relating thereto, shall be assigned by virtue of this Agreement and without further action by Executive to the Company and shall be and shall remain the exclusive property of the Company.

(c) Ownership. With respect to each Invention assigned to the Company, Executive hereby grants, transfers and assigns to the Company all of his 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 Executive 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.

(d) Executive Assistance. During the Employment Period and at all times thereafter, the Executive agrees to assist the Company and the Affiliates in obtaining patents or copyrights on any Inventions assigned to the Company that the Company or any or all of the Affiliates, in the Company's sole discretion, seeks to patent or copyright. Executive also agrees to sign all documents, and do all things necessary to obtain such patents or copyrights, to further assign them to the Company or any of the Affiliates, as applicable, and to protect the Company and the Affiliates against infringement by other parties. Executive agrees that such actions will be without compensation, but at no expense to the Executive.

(e) Attorney-in-Fact. Executive 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 Executive (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 Executive that the foregoing power of attorney is coupled with an interest.

(f) Records. Executive 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. In addition, Executive agrees to promptly surrender all such original and copies of such information and records at the request of the Company.

9. Executive Representations and Warranties. The Executive represents and warrants to the Company that he is free of known physical and mental disabilities that would, with or without reasonable accommodations that would not create an undue hardship for the Company, impair his performance hereunder and he is fully empowered to enter and perform his obligations under this Agreement. Without limiting the generality of the foregoing, Executive represents and warrants that he is under no restrictive covenants to any person or entity that will be violated by his entering into and performing this Agreement. The Executive shall indemnify the Company on demand for and against any and all judgments, losses, claims, damages, expenses and costs (including without limitation all legal fees and costs, even if incident to appeals) incurred or

suffered by the Company as a result of any breach by Executive of this representation and warranty.

10. **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.

11. **Severability.** Invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provisions.

12. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

13. **Entire Agreement.** This Agreement and the Confidentiality Agreement dated July 9, 1999 by and between iviewit, Inc. (together with its direct and indirect subsidiaries and affiliates) and Executive contains the entire understanding between the parties and this Agreement may not be changed or modified except by an Agreement in writing signed by all the parties hereto.


14. **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.

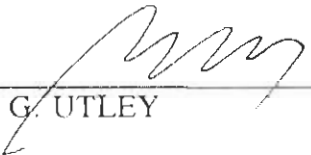
15. **Prevailing Parties.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled 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 such party or parties may be entitled.

16. **Survival.** Notwithstanding any termination of this Agreement, the provisions of Sections 6 through 16 shall survive such termination.

IN WITNESS WHEREOF, this Agreement has been duly signed by the Executive and on behalf of the Company as of the day and year first above written.

iviewit.com LLC

By: 
Eliot I. Bernstein, Vice President


BRIAN G. UTLEY

Viewit.com, LLC

June 1999 through July 2001

*DRDP OUT WCC
BUT LLC
CARE DIVISION*

*DO WE REALLY
DRDP OUT BURAN?*

	Date	Amount	Month Total	Payroll Expense	Office Rent	Health Insurance	Phones	Equip. Lease	Website Expense	Other	Loan Payable
Brian Utley	03/31/99	4,166.67		4,166.67							
Brian Utley	9/22/99	4,166.67		4,166.67							
Bank of America	9/25/99	2,912.24			2,912.24						(7,078.91)
			7,078.91								
Brian Utley	10/07/99	4,166.67		4,166.67							
Bank of America	10/14/99	14,516.14			14,516.14						
Brian Utley	10/15/99	4,166.67		4,166.67							
United Health Care	10/6/99	1,671.98				1,671.98					
AT&T Wireless	10/27/99	94.71					94.71				
			24,616.17								(24,616.17)
Bank of America	11/03/99	14,561.14			14,561.14						
AT&T Wireless	11/09/99	542.25					542.25				
Brian Utley	11/15/00	4,166.67		4,166.67							
JDR Capital Corp	11/6/99	249.33						249.33			
United Health Care	11/28/99	1,266.46				1,266.46					
			20,765.67								(20,765.67)
AT&T Wireless	12/04/99	696.10					696.10				
Bank of America	12/06/99	14,561.14			14,561.14						
JDR Capital Corp	12/10/99	249.33						249.33			
American's Capital Partners	12/13/99	351.43								351.43	
AT&T Wireless	12/27/99	1.46					1.46				
AT&T Wireless	12/31/99	1,090.80					1,090.80				
			17,060.26								(17,060.26)
Bank of America	01/01/2000	14,561.14			14,561.14						
United Health Care	01/04/2000	2,235.28				2,235.28					
JDR Capital Corp	01/10/2000	249.33						249.33			
			17,045.75								(17,045.75)
Bank of America	02/01/2000	14,561.14			14,561.14						
United Health Care	02/01/2000	1,724.56				1,724.56					
AT&T Wireless	02/04/2000	797.10					797.10				
Brian Utley	02/15/2000	29,166.69		29,166.69							
JDR Capital Corp	02/16/2000	249.33						249.33			
Brian Utley	02/29/2000	4,166.67		4,166.67							
			59,665.61								(59,665.61)

iviewit.com, LLC

June 1999 through July 2001

	Date	Amount	Total	Expense	Rent	Insurance	Phones	Lease	Expense	Other	Payable
AT&T Wireless	03/01/2000	1,864.86									
Bank of America	03/01/2000	14,561.14			14,561.14						
United Health Care	03/01/2000	1,724.58				1,724.58					
AT&T Wireless	03/04/2000	891.53					891.53				
America's Capital Partners	03/13/2000	15.45								15.45	
Brian Utley	03/15/2000	6,250.00		6,250.00							
JDR Capital Corp	03/16/2000	249.33						249.33			
Ryjo Inc.	03/17/2000	18,080.00							18,080.00		
Brian Utley	03/31/2000	6,250.00		6,250.00							
United Health Care	04/01/2000	1,724.58	49,898.89			1,724.58					(49,898.89)
Bank of America	04/04/2000	14,639.22			14,639.22						
United Health Care	04/11/2000	1,724.58				1,724.58					
Brian Utley	04/15/2000	6,250.00		6,250.00							
JDR Capital Corp	04/17/2000	249.33						249.33			
Ryjo Inc.	04/18/2000	32,365.00							32,365.00		
United Health Care	04/28/2000	108.03				108.03					
Brian Utley	04/30/2000	6,250.00		6,250.00							
AT&T Wireless	05/08/2000	907.78	63,303.74				907.78				(63,303.74)
America's Capital Partners	05/10/2000	15.45								15.45	
United Health Care	05/11/2000	1,940.64				1,940.64					
Brian Utley	05/15/2000	6,250.00		6,250.00							
JDR Capital Corp	05/16/2000	249.33						249.33			
America's Capital Partners	05/19/2000	1,017.00								1,017.00	
Bank of America	05/30/2000	14,906.95			14,906.95						
Brian Utley	05/31/2000	6,250.00		6,250.00							
AT&T Wireless	06/06/2000	890.66	31,537.15				890.66				(31,537.15)
United Health Care	06/11/2000	2,834.37				2,834.37					
Brian Utley	06/15/2000	6,250.00		6,250.00							
JDR Capital Corp	06/16/2000	277.50						277.50			
Bank of America	06/19/2000	14,561.14			14,561.14						
JDR Capital Corp	06/19/2000	3.24								3.24	
JDR Capital Corp	06/22/2000	28.17								28.17	
Brian Utley	06/30/2000	6,250.00		6,250.00							
Ryjo Inc.	06/30/2000	20,000.00							20,000.00		
Bank of America	07/01/2000	14,906.95	51,095.08		14,906.95						(51,095.08)
America's Capital Partners	07/06/2000	614.80								614.80	
AT&T Wireless	07/06/2000	614.80					674.44				
Ryjo Inc.	07/06/2000	20,000.00							20,000.00		

iviewit.com, LLC

June 1999 through July 2001

	Date	Amount	Total	Expense	Rent	Insurance	Phones	Lease	Expenses	Other	Payable
United Health Care	07/11/2000	1,587.44				1,587.44					
Brian Utley	07/15/2000	6,250.00		6,250.00							
Hewlett Packard	07/15/2000	394.47						394.47			
JDR Capital Corp	07/25/2000	252.57						252.57			
United Health Care	07/25/2000	1,587.44				1,587.44					
AT&T Wireless	07/28/2000	874.44					874.44				
Brian Utley	07/31/2000	6,250.00		6,250.00							
Bank of America	07/31/2000	14,906.95			14,906.95						
JDR Capital Corp	08/01/2000	249.33						249.33			
AT&T Wireless	08/06/2000	974.08				974.08					
AT&T Wireless	08/06/2000	30.58				30.58					
United Health Care	08/11/2000	4,287.88				4,287.88					
Rylo Inc.	08/14/2000	15,000.00						15,000.00			
Brian Utley	08/15/2000	6,250.00		6,250.00							
Hewlett Packard	08/15/2000	394.47						394.47			
Hewlett Packard	08/16/2000	394.47						394.47			
JDR Capital Corp	08/16/2000	249.33						249.33			
JDR Capital Corp	08/16/2000	249.33						249.33			
Bank of America	08/25/2000	14,906.95			14,906.95						
Brian Utley	08/31/2000	6,250.00		6,250.00							
			49,236.42								(49,236.42)
AT&T Wireless	09/08/2000	1,006.15				1,006.15					
AT&T Wireless	09/09/2000	189.58				189.58					
Rylo Inc.	09/09/2000	6,000.00						6,000.00			
America's Capital Partners	09/11/2000	275.61								275.61	
United Health Care	09/11/2000	2,814.72				2,814.72					
Brian Utley	09/15/2000	3,173.07		3,173.07							
Hewlett Packard	09/16/2000	394.47						394.47			
Rylo Inc.	09/28/2000	4,000.00						4,000.00			
America's Capital Partners	09/29/2000	295.80								295.80	
Brian Utley	09/30/2000	2,884.61		2,884.61							
			21,035.01								(21,035.03)
America's Capital Partners	10/01/2000	108.00								108.00	
AT&T Wireless	10/06/2000	531.80				531.80					
AT&T Wireless	10/06/2000	1,024.68				1,024.68					
United Health Care	10/11/2000	3,791.44				3,791.44					
Rylo Inc.	10/13/2000	3,000.00						3,000.00			
Brian Utley	10/15/2000	2,884.61		2,884.61							
Bank of America	10/16/2000	14,906.95			14,906.95						
JDR Capital Corp	10/16/2000	249.33						249.33			
Digital Island	10/17/2000	362.50							362.50		

iviewit.com, LLC

June 1999 through July 2001

	Date	Amount	Total	Expense	Rent	Insurance	Phones	Lease	Expense	Other	Payable
Hewlett Packard	10/29/2000	394.47									
Brian Utley	10/31/2000	2,884.61		2,884.61				394.47			
			30,136.39								(30,136.39)
Bank of America	11/01/2000	14,906.95			14,906.95						
Ryjo Inc.	11/03/2000	4,000.00									
AT&T Wireless	11/06/2000	1,349.90				1,349.90					
AT&T Wireless	11/08/2000	726.72					726.72				
Brian Utley	11/10/2000	2,894.61		2,894.61							
United Health Care	11/11/2000	3,457.92				3,457.92					
JDR Capital Corp	11/22/2000	277.50						277.50			
Hewlett Packard	11/26/2000	394.47						394.47			
Ryjo Inc.	11/27/2000	3,000.00							3,000.00		
Brian Utley	11/24/2000	2,884.61		2,884.61							
Digital Island	11/30/2000	7,474.98							11,414.98		
			41,357.65								(41,357.65)
Bank of America	12/01/2000	14,906.95			14,906.95						
Brian Utley	11/08/2000	2,884.61		2,884.61							
JDR Capital Corp	12/11/2000	249.33						249.33			
AT&T Wireless	12/15/2000	536.54				536.54					
AT&T Wireless	12/15/2000	1,155.97				1,155.97					
Ryjo Inc.	12/15/2000	30,000.00							30,000.00		
Ryjo Inc.	12/15/2000	61,755.00							61,755.00		
Hewlett Packard	12/16/2000	394.47						394.47			
JDR Capital Corp	12/18/2000	249.33						249.33			
AT&T Wireless	12/21/2000	29.07				29.07					
Brian Utley	12/22/2000	6,144.24		6,144.24							
Brian Utley	12/22/2000	13,914.72		13,914.72							
United Health Care	12/22/2000	3,949.50			3,949.50						
Digital Island	12/31/2000	2,472.30							2,472.30		
			135,642.03								(79,887.00)
Brian Utley	01/05/2001	14,336.56		14,336.56							
Brian Utley	01/05/2001	5,789.23		5,789.23							
United Health Care	01/11/2001	6,837.59			6,837.59						
Hewlett Packard	01/17/2001	394.47						394.47			
Brian Utley	01/19/2001	5,789.23		5,789.23							
AT&T Wireless	01/21/2001	145.37				145.37					
Digital Island	01/31/2001	2,496.80							2,496.80		
			35,749.25								(45,748.25)
America's Capital Partners	02/01/2001	21.20								21.20	
America's Capital Partners	02/01/2001	63.60								63.60	

iViewit.com, LLC

June 1999 through July 2001

	Date	Amount	Total	Expense	Rent	Insurance	Phones	Lease	Expense	Other	Payable
Brian Ulley	02/02/2001	5,769.23		5,769.23							
AT&T Wireless	02/06/2001	2,488.41					2,488.41				
AT&T Wireless	02/06/2001	502.07					502.07				
United Health Care	02/11/2001	5,953.85				5,953.85					
Bank of America	02/15/2001	14,906.95			14,906.95						
Bank of America	02/15/2001	5,000.00			5,000.00						
Brian Ulley	02/16/2001	2,884.61		2,884.61							
JDR Capital Corp	02/16/2001	249.33						249.33			
Hewlett Packard	02/17/2001	394.47						394.47			
United Health Care	02/23/2001	1,653.81				1,653.81					
AT&T Wireless	02/28/2001	146.01					146.01				
Digital Island	02/29/2001	2,539.50							2,539.50		
Brian Ulley	03/02/2001	2,884.61	42,573.04	2,884.61							(40,039.54)
AT&T Wireless	03/06/2001	3,150.51					3,150.51				
Rylo Inc.	03/09/2001	10,000.00							10,000.00		
America's Capital Partners	03/09/2001	33.49								33.49	
AT&T Wireless	03/11/2001	52.56					52.56				
United Health Care	03/11/2001	5,764.81				5,764.81					
Bank of America	03/15/2001	14,906.95			14,906.95						
Bank of America	03/15/2001	4,953.47			4,953.47						
Brian Ulley	03/16/2001	2,884.61		2,884.61							
Hewlett Packard	03/16/2001	394.47						394.47			
JDR Capital Corp	03/19/2001	249.33						249.33			
JDR Capital Corp	03/19/2001	28.17						28.17			
AT&T Wireless	03/21/2001	27.03					27.03				
United Health Care	03/26/2001	551.27				551.27					
Brian Ulley	03/30/2001	2,884.61		2,884.61							
AT&T Wireless	04/06/2001	2,153.73	48,765.89								(53,765.89)
Bank of America	04/13/2001	19,813.90			19,813.90		2,153.73				
Digital Island	04/13/2001	3,721.21							3,721.21		
Brian Ulley	04/14/2001	2,884.61		2,884.61							
United Health Care	04/17/2001	2,387.01				2,387.01					
AT&T Wireless	04/24/2001	221.87									
Hewlett Packard	04/24/2001	394.47						394.47			
United Health Care	04/25/2001	2,387.01				2,387.01					
Brian Ulley	04/27/2001	2,884.61		2,884.61							
AT&T Wireless	04/30/2001	148.14					148.14				
Bank of America	05/01/2001	14,906.95	36,896.96		14,906.95						(19,280.89)
Digital Island	05/01/2001	2,639.57							2,639.57		

iviewit.com, LLC

June 1999 through July 2001

	Date	Amount	Total	Expense	Rent	Insurance	Phones	Lease	Expense	Other	Payable
America's Capital Partners	05/04/2001	98.92								98.92	
AT&T Wireless	05/05/2001	2,704.55					2,704.55				
Hewlett Packard	05/16/2001	394.47						394.47			
JDR Capital Corp	05/16/2001	249.33						249.33			
America's Capital Partners	05/22/2001	190.31	21,184.10							190.31	(834.11)
Bank of America	06/01/2001	14,906.95			14,906.95						
Digital Island	06/01/2001	2,652.13							2,652.13		
United Health Care	06/01/2001	2,346.11				2,346.11					
AT&T Wireless	06/10/2001	234.39					234.39				
Hewlett Packard	06/12/2001	394.47						394.47			
JDR Capital Corp	06/19/2001	277.50	20,811.55					277.50			(671.97)
Bank of America	07/01/2001	14,906.95			14,906.95						
Digital Island	07/01/2001	2,114.22							2,114.22		
United Health Care	07/01/2001	833.68				833.68					
AT&T Wireless	07/05/2001	190.99					190.99				
AT&T Wireless	07/10/2001	230.71					230.71				
JDR Capital Corp	07/13/2001	277.50						277.50			
Hewlett Packard	07/17/2001	394.47	18,948.52					394.47			(833.68)

viewit.com, Inc.
Balance Sheet Detail
As of July 31, 2001

1020 - Check mg - First Union

Type	Date	Num	Name	Mem	Amount
Payment	05/02/2001	54061	Highwood.com		1,988.75
Payment	05/02/2001	54212	Highwood.com		14,011.25
General Journal	05/02/2001	ADP		ADP Fees	-64.26
Bill Print -Check	05/04/2001	2076	Expert Crating & Shpping, Inc		-2,146.00
Bill Print -Check	05/04/2001	2071	William Kasser		-266.58
General Journal	05/04/2001	CR Misc		B. Uley, DDP for 2 computers	1,000.00
Bill Print -Check	05/04/2001	2077	Ross Miller		-4,000.00
General Journal	05/04/2001	ADP4207875		Debit for ll. pit taxes @ 3.0161	-279.99
General Journal	05/09/2001	CR Misc		B. Uley, Final Print Computer Purchase	1,000.00
General Journal	05/09/2001	Bank Fees		Bank Svc Chg	-83.98
Bill Print -Check	05/10/2001	2079	William Kasser		-800.00
Bill Print -Check	05/10/2001	2079	William Kasser		-200.53
Check	05/10/2001	2081	Ross Miller		0.00
Bill Print -Check	05/11/2001	2080	William Kasser		Fees for Advisory Services May 5, 2001 to May
Bill Print -Check	05/11/2001	2080	William Kasser		Fees for Week Ended 5/11/01
Deposit	05/14/2001			Deposit	5,000.00
Deposit	05/14/2001			Deposit	120,000.00
Bill Print -Check	05/15/2001	2088	Heinelt Packard		-3,469.31
Bill Print -Check	05/15/2001	2083	C B Richard Ellis		-7,122.10
Bill Print -Check	05/15/2001	2082	A. I. Credit Corp		-1,107.55
Bill Print -Check	05/15/2001	2084	Louise Towst		-430.81
Bill Print -Check	05/15/2001	2086	Bonnie M. Berrick		-704.30
Bill Print -Check	05/15/2001	2086	Bonnie M. Berrick		-2,500.00
Bill Print -Check	05/15/2001	2087	Bonnie M. Berrick		Reimburse Fees Advanced
Bill Print -Check	05/15/2001	wire	United Computer Company		-10,483.28
Bill Print -Check	05/15/2001	Wire 31160	Anthony Francis		-1,250.86
Bill Print -Check	05/15/2001	Wire31035	Bruce Barham - Pay		-275.30
Bill Print -Check	05/15/2001	Wire30970	Eric Bernstein - Advance		6/15 Pay 2,007.81 May Rent 5,561.00
Bill Print -Check	05/15/2001	Wire31004	Steven Slat		-1,267.17
General Journal	05/16/2001	ADP Fees		ADP Fees	-34.00
Bill Print -Check	05/17/2001	2080	AT&T Wireless		-221.87
Bill Print -Check	05/17/2001	2081	CNA		-285.81
Bill Print -Check	05/17/2001	2095	FedEx		-288.06
Bill Print -Check	05/17/2001	2093	Pacific Mail		-277.02
Bill Print -Check	05/17/2001	2092	Nesdel		-246.04
Bill Print -Check	05/17/2001	2084	Maurice Buchstam		-2,500.00
Bill Print -Check	05/17/2001	2086	Ross Miller		-2,215.83
Bill Print -Check	05/17/2001	2087	Ross Miller		-2,000.00
Bill Print -Check	05/17/2001	2088	Ross Miller		-4,250.00
Bill Print -Check	05/17/2001	2089	Ross Miller		Advance Ticket Payment for Peter Townsend C
General Journal	05/17/2001	Car Error		Car Transportation	-16.00
General Journal	05/22/2001	2100	Maurice Buchstam		-7,500.00
Bill Print -Check	05/22/2001	2101	Maurice Buchstam		-875.00
Bill Print -Check	05/22/2001	2101	Maurice Buchstam		-2,807.81
Check	05/22/2001	Wire	Eric Bernstein Salary		-500.00
Check	05/24/2001	2102	Steve Slat - Petty Cash		-895.88
Bill Print -Check	05/24/2001	2103	Steve Slat - Petty Cash		-628.80
Bill Print -Check	05/24/2001	Wire Trans	Steve Slat Expense		-7,400.56
General Journal	05/24/2001	40	Unlck		ADP P/R
Check	05/24/2001	2104	Steven Slat		Play Ending 5/25/01
Check	05/24/2001	2105	Bruce Barham - Pay		-1,587.17
Check	05/24/2001	2106	Armpco Parking Systems		-596.26
Bill Print -Check	05/24/2001	2107	GAMAC		-120.00
Deposit	05/24/2001			Deposit	-139.64
Deposit	05/24/2001			Deposit	20,000.00

viewit.com, Inc.
Balance Sheet Detail
As of July 31, 2001

Type	Date	Num	Name	Memo	Amount
Bill Pmt -Check	05/25/2001	2108	William Kasser		-1,090.97
Bill Pmt -Check	05/25/2001		AT&T		-242.16
Deposit				Deposit	28,781.10
Bill Pmt -Check	05/25/2001	2114	Ross Miller		-6,250.00
Bill Pmt -Check	05/25/2001	2115	Ross Miller		-2,338.74
Bill Pmt -Check	05/25/2001	2116	Inal & Marcella		-33,000.00
Bill Pmt -Check	05/25/2001	2117	Michael Reale		-238.42
Bill Pmt -Check	05/25/2001	2118	William Kasser		-3,507.00
Bill Pmt -Check	05/25/2001	2119	Maurice Buchbaum		-1,488.79
Bill Pmt -Check	05/25/2001	2120	C B Richard EISA		-8,647.94
Bill Pmt -Check	05/25/2001	2121	Carol Electric Company, Inc		-910.00
Bill Pmt -Check	05/25/2001	2122	Ran Ex Communications, Inc		-300.00
Bill Pmt -Check	05/25/2001	2123	Eliot Bernstein - memo		-3,805.83
Check	05/29/2001		Anthony Franden		-1,250.85
Check	05/31/2001		ADP Payroll		-6,682.34
Check	05/31/2001		ADP Debt		-62.57
Check	05/31/2001		ADP Fees		-3,750.00
Bill Pmt -Check	05/31/2001	2122	Royal Miller		-855.83
Bill Pmt -Check	05/31/2001	2123	Ross Miller		-300.00
Bill Pmt -Check	05/31/2001	2124	William Kasser		-15,000.00
Check	05/31/2001		Aidan Foley		-2,900.00
Check	05/31/2001	2125	Maurice Buchbaum		-58.55
General Journal	05/31/2001			Rev 01 @ 1957	2,000.00
General Journal	05/31/2001			Record Prior Moe. Fees	0.00
Deposit	05/31/2001			Deposit	633.56
Deposit	05/31/2001			Deposit	1,444.96
Deposit	05/31/2001			Deposit	6.70
Bill Pmt -Check	06/07/2001		Eliot Bernstein - memo		-1,106.59
Check	06/07/2001	2127	Maurice Buchbaum		-107.26
Check	06/07/2001	2128	Anthony Franden		-1,350.85
Check	06/07/2001	2129	Bilal Berthani - Pay		-481.60
Bill Pmt -Check	06/08/2001	2130	FP & L		-500.28
Bill Pmt -Check	06/08/2001	2131	United Health Care		-2,348.11
Bill Pmt -Check	06/08/2001	2132	Sachs, Sax & Klein, P A		-5,000.00
Bill Pmt -Check	06/08/2001	2133	William Kasser		-1,200.00
Bill Pmt -Check	06/08/2001	2134	Ross Miller		-820.83
Bill Pmt -Check	06/08/2001	2135	Ross Miller		-6,750.00
Deposit	06/08/2001			Deposit	100,000.00
Check	06/08/2001		Eliot Bernstein Salary		-2,607.91
Check	06/08/2001		Steven Salar		-1,587.17
Check	06/11/2001		Bank Charges		3,281.60
Check	06/11/2001		Misc. Debit		-229.09
Deposit	06/11/2001			Deposit	2.36
Bill Pmt -Check	06/12/2001	2136	A I Credit Corp		-1,107.55
Check	06/12/2001	2137	Verne Lu		-3,350.00
Bill Pmt -Check	06/12/2001	2138	Fidelity		-182.29
Bill Pmt -Check	06/12/2001	2145	C B Richard EISA		-6,847.94
Bill Pmt -Check	06/12/2001	2142	Pacific Bell		-398.29
Bill Pmt -Check	06/12/2001	2143	Kevin J Lockwood Salary		-2,000.00
Bill Pmt -Check	06/12/2001	2147	Digital Island		-4,039.57
Bill Pmt -Check	06/12/2001	2144	A1&T Wireless		-421.27
Check	06/13/2001	2149	Spiridon Jack		-2,000.00
Bill Pmt -Check	06/13/2001	2148	Rocket Cargo USA, Inc		-3,541.26
Check	06/13/2001		ADP Debt		-24.00
				Computing Fees - June 01	

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Balance Sheet Detail
 As of July 31, 2001

Type	Date	Num	Name	Memo	Amount
Check	08/14/2001	ADP Debit	ADP Fees		-45.28
Bill Print - Check	08/14/2001	2150	Arqco Fencing Systems		-60.00
Bill Print - Check	08/14/2001	2151	DNA	30015231.98	-285.81
Bill Print - Check	08/14/2001	2152	First Union		-203.66
Bill Print - Check	08/14/2001	2153	GUAC		-418.71
Bill Print - Check	08/14/2001	2154	Hewlett Packard		-5,459.37
Bill Print - Check	08/14/2001	2155	JDR Capital Corp		-249.33
Bill Print - Check	08/14/2001	2156	Ran BK Communications, Inc		-200.00
Check	08/14/2001	ADP Debit	ADP Payroll		-2,903.36
Bill Print - Check	08/15/2001	2157	Maurice Buchsbaum		-1,086.22
Bill Print - Check	08/15/2001	2158	William Kasser		-6,000.00
Bill Print - Check	08/15/2001	2160	Ross Miller	Fees through 8/15/01	-751.92
Bill Print - Check	08/15/2001	2161	Ross Miller	Expenses Through 8/15/01	-4,287.77
Bill Print - Check	08/15/2001	2162	Eliot Bernstein - rent		-40,000.00
Bill Print - Check	08/15/2001	2163	Maurice Buchsbaum		-682.26
Bill Print - Check	08/15/2001	2163	Maurice Buchsbaum		-49,000.00
Check	08/15/2001	Wire Trans	Adan Foley		-87,000.00
Deposit	08/21/2001		Crossbow Ventures	Deposit	87,000.00
Check	08/21/2001	2164	Blaze Bertram - Pay		-780.88
Check	08/21/2001	2166	Eliot Bernstein Salary		-2,607.37
Check	08/21/2001	2166	Anthony Frieden		-1,250.86
Check	08/21/2001	2167	Steven Star		-1,587.17
Bill Print - Check	08/22/2001	2168	Ross Miller		-6,000.00
Bill Print - Check	08/22/2001	2170	Ross Miller		-683.14
Bill Print - Check	08/22/2001	2171	William Kasser		-1,000.00
Bill Print - Check	08/22/2001	2172	GMAC		-320.86
Bill Print - Check	08/22/2001	2173	America's Capital Partners		-289.22
Bill Print - Check	08/22/2001	2174	FP & I		-284.96
Bill Print - Check	08/22/2001	2175	Bill D'Sa		-2,600.00
Bill Print - Check	08/22/2001	2176	Andrew Dietz	Development of Jive Apple	-1,151.66
Check	08/27/2001	2177	Fred & Marcella		-10,000.00
Bill Print - Check	08/27/2001	2178	Armstrong Hirsch Jackson Tyerman & Wirth		-3,000.00
Check	08/28/2001	Wire Trans	Jack Scanlon		-6,000.00
Bill Print - Check	08/28/2001	2179	William Kasser	Wire to Eric Westman's acct	-1,182.94
Check	08/28/2001	ADP Debit	ADP Payroll	Reimb for Cash Deposited to Eliot's acct for E 8/22/01 Payroll	-3,089.80
Bill Print - Check	08/28/2001	2180	Eliot Star		-1,141.95
Bill Print - Check	08/28/2001	2181	William Kasser		-1,000.00
Bill Print - Check	08/28/2001	2182	William Kasser		-1,284.84
Bill Print - Check	08/28/2001	2184	Fred & Marcella		-20,081.32
Bill Print - Check	08/28/2001	2185	Ross Miller		-1,007.46
Bill Print - Check	08/28/2001	2186	Ross Miller		-5,000.00
Bill Print - Check	08/28/2001	2187	Ross Miller		-6,125.00
Bill Print - Check	08/28/2001	2187	Ross Miller		-224.49
General Journal	08/30/2001	Rec 0801	Innovative Hospitality	Fees for Joan Stark, Nale Conversion	-4,837.00
Bill Print - Check	08/30/2001	2208	Eliot Bernstein - Advance		-600.00
Check	07/03/2001	2188	William Kasser		-2,000.00
Check	07/03/2001	2181	Yvonne Liu	Cash Advance for Eliot Bernstein	-3,340.00
Check	07/03/2001	2183	Banca Gerram - Pay		-683.48
Check	07/03/2001	2184	Anthony Frieden		-1,250.86
Check	07/03/2001	2185	Steven Star		-1,587.17
Bill Print - Check	07/08/2001	2186	A76T		-232.23
Bill Print - Check	07/08/2001	2187	Fidelis		-301.90
Check	07/08/2001	Wire Trans	Eliot Bernstein Salary		-2,607.37

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Type	Date	Num	Name	Deposit	Month	Amount
Deposit	07/09/2001					96,197.50
Bill Print - Check	07/10/2001	2199	Bowley Solodoff Taylor & Zarnas, L.L.C.			-5,000.00
Bill Print - Check	07/10/2001	2200	C. B. Richard Ellis			-8,666.70
Bill Print - Check	07/10/2001	2201	Maurice Buchsbaum	Fees for July		-10,000.00
Bill Print - Check	07/10/2001	2202	Maurice Buchsbaum			-982.25
Bill Print - Check	07/10/2001	2203	A. I. Credit Corp			-1,107.95
General Journal	07/10/2001	PR 7/6/01		7/6/01 PR		-2,996.33
Bill Print - Check	07/12/2001	2204	Bell South			-1,111.54
Bill Print - Check	07/12/2001	2205	United Health Care			-833.66
Bill Print - Check	07/12/2001	2206	Crossbow Ventures - Interest			-4,539.26
Bill Print - Check	07/12/2001	2207	Anthony Fendren			-2,694.99
Bill Print - Check	07/12/2001	2208	Brian Utley			0.00
Bill Print - Check	07/12/2001	2210	Furr & Cohen, P.A.			-5,000.00
Bill Print - Check	07/12/2001	2211	Brian Utley			-2,000.00
Bill Print - Check	07/12/2001	2212	William Kasser			-1,000.00
Bill Print - Check	07/12/2001	2213	William Kasser			-1,000.00
Bill Print - Check	07/12/2001	2214	William Kasser			-57.92
Bill Print - Check	07/12/2001	2215	Ross Miller			0.00
Bill Print - Check	07/12/2001	2216	AT&T Wireless			-294.99
Bill Print - Check	07/12/2001	2217	Arizon Parking Systems			-60.00
Bill Print - Check	07/12/2001	2218	QVA	3001323199		-385.91
Bill Print - Check	07/12/2001	2219	FR & L			-178.77
Bill Print - Check	07/12/2001	2220	GMAC			-416.71
Bill Print - Check	07/12/2001	2221	Ross Miller			-635.66
Bill Print - Check	07/12/2001	2222	Ross Miller			-8,000.00
Bill Print - Check	07/12/2001	2223	Ross Miller			-5,000.00
Bill Print - Check	07/12/2001	2224	Hayward Puckard			-3,469.31
Bill Print - Check	07/12/2001	2225	Pacific Bell			-205.74
Bill Print - Check	07/12/2001	2226	Unitek			-74.52
Bill Print - Check	07/12/2001	2227	Digital Island			-4,652.13
Bill Print - Check	07/12/2001	2228	JDR Capital Corp			-277.50
Deposit	07/13/2001					933.66
Bill Print - Check	07/16/2001	2231	Scanlon, Jack			-5,000.00
Bill Print - Check	07/16/2001	2232	Tenneco, Inc			-3,000.00
Bill Print - Check	07/16/2001	2233	FedEx			-233.90
Bill Print - Check	07/17/2001	2240	Request Cargo USA, Inc			-3,341.25
Bill Print - Check	07/18/2001	2242	Winstar Telecommunications, Inc			-8,943.77
Bill Print - Check	07/18/2001	2243	Elof Bernsten Salary			-2,607.37
Deposit	07/18/2001					98,600.00
Check	07/20/2001	2233	Blaize Rantam - Pay			-638.13
Check	07/20/2001	2234	Anthony Fendren			-1,280.85
Check	07/20/2001	2235	Steven Silar			-1,967.17
Check	07/20/2001	2236	Steve Silar - Ppty Cash			-473.65
Bill Print - Check	07/21/2001	2243	Maurice Buchsbaum			-1,509.51
Bill Print - Check	07/21/2001	2244	William Kasser			-1,000.00
Bill Print - Check	07/21/2001	2245	William Kasser			-25.62
Bill Print - Check	07/21/2001	2246	Scanlon, Jack			-8,000.00
Bill Print - Check	07/21/2001	2247	Ross Miller			-5,000.00
Bill Print - Check	07/21/2001	2248	Ross Miller			-1,846.20
Deposit	07/24/2001					200.00
Bill Print - Check	07/25/2001		Elof Bernsten - rent			-3,429.18
Check	07/26/2001		Aidan Foley			-15,000.00
Check	07/27/2001		Elof Bernsten - Advance			-2,000.00
Bill Print - Check	07/31/2001	2249	Armstrong-Henon Jacobway Termini & Werft			-3,000.00

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Total 1020 Checking - First Union
2000 Accounts Payable

Type	Date	Num	Name	Memo	Amount
Bill Print -Check	07/27/2001	2250	William Kasser		-1,200.00
Bill Print -Check	07/27/2001	2251	Milner Document Products		-10.07
Bill Print -Check	07/31/2001	2252	Wireless Telecommunications, Inc		-1,714.38
Bill Print -Check	07/31/2001	2253	Nesdel		-522.77
Bill Print -Check	07/31/2001	2255	Nu-Data		-38.60
Bill Print -Check	07/31/2001	2256	Lunier Worldwide, Inc		-507.83
Bill Print -Check	07/31/2001	2257	Real South		-401.10
Bill Print -Check	07/31/2001	2258	AT&T		-782.30
Bill Print -Check	07/31/2001	2259	AT&T Wireless		-304.71
Bill Print -Check	07/31/2001	2260	Ross Miller		-3,000.00
Bill Print -Check	07/31/2001	2261	Ross Miller		-3,500.00
Bill Print -Check	07/31/2001	2262	Aurora Friends		-675.00
Bill Print -Check	07/31/2001	2263	William Kasser		0.00
Bill Print -Check	07/31/2001	2264	William Kasser		-400.60
					82,878.43
Bill	05/01/2001	411 - 5/1	FP & L	Service 4/1/01 - 5/1/01	674.46
Bill	05/01/2001	May Print	CNA		285.91
Bill	05/01/2001	528 Print	Transamerica Life Insurance		1,101.34
Bill	05/01/2001	Emergency	Real & Marcell		20,000.00
Bill	05/01/2001	May Rent	C B Richard Ellis	May Rent	6,847.50
Bill	05/01/2001	8457-IN	Digital Island		2,639.57
Bill	05/01/2001	May Rent	Bank of America		14,808.95
Bill	05/02/2001	465303	Worldwide Express		93.15
Bill	05/02/2001	382424-0	A. I. Credit Org		4,107.55
Bill	05/03/2001	479 Print	Pacific Bell		377.02
Bill	05/03/2001	3814	Expert Crating & Shipping, Inc		2,146.00
Bill Print -Check	05/03/2001	2070	Expert Crating & Shipping, Inc		-2,146.00
Bill	05/04/2001	Rambo 5/4	William Kasser		294.58
Bill Print -Check	05/04/2001	2071	William Kasser		-258.58
Bill	05/04/2001	5A/01 Fees	Ross Miller		4,000.00
Bill Print -Check	05/04/2001	2077	Ross Miller		-4,000.00
Bill	05/04/2001	5A/01 Inv	America's Capital Partners		88.92
Bill	05/04/2001	May Print	Nesdel		158.72
Bill	05/04/2001	14370	Complan Communications		65.00
Bill	05/06/2001	55 Print	AT&T Wireless		2,704.56
Bill	05/06/2001	56 Print	AT&T Wireless		119.72
Bill	05/06/2001	H-2554304	Airborne Express		7.11
Bill	05/09/2001	H7D8986	Hewlett Packard		389.42
Bill	05/09/2001	8261884	Real & Marcell		\$0.98132
Bill	05/10/2001	870 5A/01	William Kasser		600.00
Bill	05/10/2001	Exp Remb	William Kasser		200.53
Bill Print -Check	05/10/2001	2078	William Kasser		-800.00
Bill Print -Check	05/10/2001	2079	William Kasser		-200.53
Bill	05/10/2001	5/10 Print	AT&T Wireless		421.27
Bill	05/11/2001	5/11/01	Ross Miller	Fees for Advisory Services May 5, 2001 to May	5,000.00
Bill Print -Check	05/11/2001	2081	Ross Miller	Fees for Advisory Services May 5, 2001 to May	-3,000.00
Bill	05/11/2001	5/11/01	William Kasser	Fees for Week Ended 5/11/01	700.00
Bill Print -Check	05/11/2001	2080	William Kasser	Fees for Week Ended 5/11/01	-700.00
Bill	05/14/2001	Print Jan 5/8	GMAC		138.84
Bill Print -Check	05/15/2001	2088	Hewlett Packard		-3,489.31
Bill Print -Check	05/15/2001	2089	C B Richard Ellis		-7,122.18
Bill Print -Check	05/15/2001	2092	A. I. Credit Org		-1,107.55
Bill Print -Check	05/15/2001	2094	Louisa Tower		-430.81

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Type	Date	Num	Name	Items	Amount
Bl	05/15/2001	Swk Rend	Bonnie M. Burwick	Services Rendered	764.30
Bl	05/15/2001	Remb Fees	Bonnie M. Burwick	Reimburse Fees Advances	2,500.00
Bl	05/15/2001	2088	Bonnie M. Burwick	Services Rendered	-764.30
Bl	05/15/2001	2087	Bonnie M. Burwick	Reimburse Fees Advances	-2,500.00
Bl	05/15/2001	Compns	Unitek Computer Company		10,493.28
Bl	05/15/2001	5/15/01	Unitek Computer Company		-10,493.28
Bl	05/15/2001	5/15 Pay	Elly Bernstein - Advance	5/15 Pay 2,607.91 May Rent 3,551.00	6,158.91
Bl	05/15/2001	5/15 Pay	Steven Slaw		1,567.17
Bl	05/15/2001	Pay 5/15	Blaze Bertram - Pay		275.30
Bl	05/15/2001	5/15 Pay	Anthony Frieden		1,250.66
Bl	05/15/2001	Wire 31180	Blaze Bertram - Pay		-1,250.66
Bl	05/15/2001	Wire31035	Blaze Bertram - Pay		-275.30
Bl	05/15/2001	Wire30970	Elly Bernstein - Advance		-6,158.91
Bl	05/15/2001	Wire31004	Steven Slaw	5/15 Pay 2,607.91 May Rent 3,551.00	-1,567.17
Bl	05/15/2001	May Recon	Prisdauer Rose LLP		-23,344.94
Bl	05/16/2001	H7K9568	Heidalt Packard		384.47
Bl	05/16/2001	10811	JDR Capital Corp		249.33
Bl	05/16/2001	May Bill	AT&T		33.03
Bl	05/17/2001	2080	AT&T Wireless		-221.97
Bl	05/17/2001	2091	AT&T Wireless		-295.91
Bl	05/17/2001	2096	AT&T Wireless		-368.06
Bl	05/17/2001	2093	FedEx	3001323198	-271.02
Bl	05/17/2001	2092	Pacific Bell	Fees for Week Ended 5/15/01	4,250.00
Bl	05/17/2001	Concert	Ross Miller	Advance Ticket Payment for Peter Townsend C	3,000.00
Bl	05/17/2001	Avy	Maurice Buchsbaum	Expense Advance for Call Trip	2,500.00
Bl	05/17/2001	2094	Maurice Buchsbaum	Expense Advance for Call Trip	-2,500.00
Bl	05/17/2001	2086	Ross Miller	Fees for Advisory Services May 5, 2001 to May	-2,000.00
Bl	05/17/2001	2087	Ross Miller	Fees for Week Ended 5/15/01	-4,250.00
Bl	05/17/2001	2088	Ross Miller	Advance Ticket Payment for Peter Townsend C	-3,000.00
Bl	05/17/2001	2089	Ross Miller		-246.04
Bl	05/17/2001	2092	Heidalt	June Insurance	1,107.55
Bl	05/18/2001	June Incl	A. I. Credit Corp		500.00
Bl	05/18/2001	7ru 5/18	William Kasser		986.29
Bl	05/19/2001	May Bill	Pacific Bell		2,447.94
Bl	05/21/2001	May Shift	AT&T		785.23
Bl	05/21/2001	May Bill	FP A.L.		7,500.00
Bl	05/22/2001	FEEB1	Maurice Buchsbaum		875.00
Bl	05/22/2001	REMB01	Maurice Buchsbaum		-7,500.00
Bl	05/22/2001	2100	Maurice Buchsbaum		-875.00
Bl	05/22/2001	2101	Maurice Buchsbaum		190.31
Bl	05/22/2001	5/22/01 inv	America's Capital Partners		301.60
Bl	05/22/2001	88380	FedEx		673.63
Bl	05/23/2001	H7S8960	Heidalt Packard		1,690.66
Bl	05/23/2001	H7S8968	Heidalt Packard		141.04
Bl	05/23/2001	H7T1210	Heidalt Packard		1,139.64
Bl	05/24/2001	Marcela	Unitek	Purchase Star Card	828.00
Bl	05/24/2001	5/22/01	Steve Slaw Expenses	Expense Report Dated 5/22/01	695.66
Bl	05/24/2001	2103	Steve Slaw Expenses	Expense Report Dated 5/22/01	-695.66
Bl	05/24/2001	Wire Trans	Unitek	Purchase Star Card	-928.60
Bl	05/24/2001	4441600	QMAC		-1,139.64
Bl	05/25/2001	7ru 5/25	Zephyria		32.34
Bl	05/25/2001	7ru 5/25	William Kasser		600.00
Bl	05/25/2001	Exp 5/25	William Kasser		50.97
Bl	05/25/2001	2109	William Kasser		-1,090.97

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Type	Date	Num	Name	Amount
Bill Print -Check	05/25/2001	2108	A1&T	-342.15
Bill	05/25/2001	8ru 5/25	Ross Miller	5,290.00
Bill	05/25/2001	exp 5/25	Ross Miller	2,338.71
Bill Print -Check	05/25/2001	2114	Ross Miller	-5,250.00
Bill Print -Check	05/25/2001	2115	Ross Miller	-2,338.71
Bill Print -Check	05/25/2001	Wire Trans	ivest & Marcella	-33,000.00
Bill Print -Check	05/25/2001	2118	Michael Reale	-238.42
Bill	05/25/2001	Remit0525	William Kasser	3,500.00
Bill Print -Check	05/25/2001	2116	William Kasser	-3,500.00
Bill	05/25/2001	May Bill	Bill South	745.47
Bill	05/25/2001	522-28	Maurice Buchbaum	1,486.79
Bill Print -Check	05/25/2001	2117	Maurence Buchbaum	-1,486.79
Bill Print -Check	05/25/2001	2118	C E Richard Ellis	-5,847.50
Bill	05/25/2001	Dap	Ron EK Communications, Inc	300.00
Bill	05/25/2001	05086	Card Electric Company, Inc	610.00
Bill Print -Check	05/25/2001	2120	Card Electric Company, Inc	-610.00
Bill Print -Check	05/25/2001	2119	Ron EK Communications, Inc	-300.00
Bill	05/25/2001	May01	Eldi Bernstein - remb	3,805.93
Bill Print -Check	05/25/2001	Wire	Eldi Bernstein - remb	-3,805.93
Bill	05/31/2001	iv 5/01	Ross Miller	3,750.00
Bill	05/31/2001	exp 5/01	Ross Miller	655.63
Bill	05/31/2001	iv 5/31	William Kasser	300.00
Bill Print -Check	05/31/2001	2122	Ross Miller	-2,750.00
Bill Print -Check	05/31/2001	2123	Ross Miller	-465.63
Bill Print -Check	05/31/2001	2124	William Kasser	-300.00
Bill	05/31/2001	15488	Rock-n-Cligo USA, Inc	6,682.51
Bill	05/31/2001	May Remb	Eldi Bernstein - remb	1,106.99
Bill	06/01/2001	601 Remb	C E Richard Ellis	8,847.50
Bill	06/01/2001	601 pig	Arqgo Parking Systems	60.00
Bill	06/01/2001	June Bill	United Health Care	2,346.11
Bill	06/01/2001	8830-JN	Digital Island	2,652.13
Bill	06/01/2001	June Stmt	First Union	203.05
Bill	06/01/2001	May Stmt	AT&T	521.65
Bill	06/01/2001	June Stmt	QWA	265.81
Bill	06/01/2001	JUNE PAFT	QWAC	418.71
Bill	06/01/2001	ivest 01	Innovative Hospitality	5,910.00
Bill	06/01/2001	ivest 02	Innovative Hospitality	1,345.00
Bill	06/01/2001	June Remt	Bank of America	14,926.85
Bill	06/05/2001	June Stmt	Nesdel	155.26
Bill Print -Check	06/07/2001	Wire Trans	Eldi Bernstein - remb	-1,106.99
Bill	06/07/2001	7441	Ron EK Communications, Inc	320.00
Bill Print -Check	06/08/2001	2130	FP & L	-500.26
Bill Print -Check	06/08/2001	2131	United Health Care	-2,346.11
Bill	06/08/2001	Exp 6/8/01	Ross Miller	630.63
Bill	06/08/2001	iv 6/8/01	Ross Miller	8,750.00
Bill	06/08/2001	iv 6/8/01	William Kasser	1,200.00
Bill Print -Check	06/08/2001	Reserve	Sachs, Sex & Klein, P A	5,000.00
Bill Print -Check	06/08/2001	2132	Sachs, Sex & Klein, P A	-5,000.00
Bill Print -Check	06/08/2001	2133	William Kasser	-1,200.00
Bill Print -Check	06/08/2001	2134	Ross Miller	-630.63
Bill Print -Check	06/08/2001	2135	Ross Miller	-8,750.00
Bill	06/08/2001	June Print	QWAC	326.88
Bill	06/08/2001	HFN1817	Hewlett Packard	266.42
Bill	06/08/2001	June iv	QWAC	418.71

Service 4/1/01 - 5/1/01

viewit.com, Inc.
Balance Sheet Detail
As of July 31, 2001

Type	Date	Num	Name	Memo	Amount
Bill	08/10/2001	June Bill	ATI Wireless		224.35
Bill Print - Check	08/12/2001	2136	A. I. Credit Corp.	June installment - D&O Insurance	-1,107.55
Bill Print - Check	08/12/2001	2135	FedEx		-182.25
Bill Print - Check	08/12/2001	2145	D B Richard Elm		-8,847.50
Bill Print - Check	08/12/2001	2142	Pacific Bell		-388.29
Bill	08/12/2001	Conc01	Kevin J Lockwood Salary		2,000.00
Bill Print - Check	08/12/2001	2143	Kevin J Lockwood Salary		-2,000.00
Bill Print - Check	08/12/2001	2147	Digital Island		-4,639.57
Bill Print - Check	08/12/2001	2144	ATI Wireless		-211.27
Bill	08/12/2001	H9W2112	Heavett Packard		384.47
Bill Print - Check	08/13/2001	2146	Rockwell Corp USA, Inc		-3,341.28
Bill Print - Check	08/14/2001	2150	Amoco Parking Systems		-40.00
Bill Print - Check	08/14/2001	2151	CNA	3001323186	-265.81
Bill Print - Check	08/14/2001	2152	First Union		-283.86
Bill Print - Check	08/14/2001	2154	GMAC		-418.71
Bill Print - Check	08/14/2001	2155	Heavett Packard		-3,468.31
Bill Print - Check	08/14/2001	2156	JCR Capital Corp		-248.33
Bill Print - Check	08/14/2001	2158	Ron Ex Communications, Inc		-200.00
Bill	08/15/2001	6/12 Trp	Maurice Buchstam		1,341.12
Bill Print - Check	08/15/2001	6/22 Prnt	Maurice Buchstam		-1,341.12
Bill	08/15/2001	6/15 Inv	William Kasser		0.00
Bill	08/15/2001	exp 6/15	William Kasser		66.23
Bill Print - Check	08/15/2001	2158	William Kasser		-1,088.23
Bill	08/15/2001	Fee 6/15	Ross Miller	Fees through 6/15/01	5,000.00
Bill	08/15/2001	Exp 6/15	Ross Miller	Expenses Through 6/15/01	751.82
Bill Print - Check	08/15/2001	2160	Ross Miller	Fees through 6/15/01	-5,000.00
Bill	08/15/2001	2161	Ross Miller	Expenses Through 6/15/01	-751.82
Bill	08/15/2001	tru 6/15	Elot Bernstein - remb		1,287.77
Bill Print - Check	08/15/2001	Wire Trans	Elot Bernstein - remb		-1,287.77
Bill	08/15/2001	June Bill	ATI		188.77
Bill	08/16/2001	Due 6/21	Maurice Buchstam		10,000.00
Bill	08/16/2001	CC08/4	Maurice Buchstam		882.25
Bill Print - Check	08/16/2001	2162	Maurice Buchstam		-10,000.00
Bill Print - Check	08/16/2001	2163	Maurice Buchstam		-882.25
Bill	08/19/2001	10/11	JDR Capital Corp		277.50
Bill	08/19/2001	June Inv	A. I. Credit Corp		1,107.55
Bill	08/19/2001	June Bill	Pacific Bell		206.74
Bill	08/21/2001	June Bill	ATI		804.68
Bill	08/21/2001	13005	Unitek		74.52
Bill	08/22/2001	feed/22	Ross Miller		5,000.00
Bill	08/22/2001	exp/22	Ross Miller		643.14
Bill	08/22/2001	feed/22	William Kasser		1,000.00
Bill	08/22/2001	exp/22	William Kasser		659.05
Bill	08/22/2001	2166	Ross Miller		-5,000.00
Bill Print - Check	08/22/2001	2169	Ross Miller		-803.14
Bill Print - Check	08/22/2001	2170	William Kasser		-11,000.00
Bill Print - Check	08/22/2001	2171	William Kasser		-888.05
Bill Print - Check	08/22/2001	2172	GMAC		-288.23
Bill	08/23/2001	H9/4210	Amnanc's Capital Partners		673.53
Bill	08/23/2001	H9/4228	Heavett Packard		1,880.65
Bill	08/23/2001	H9/96439	Heavett Packard		141.04
Bill	08/23/2001	June Exp	Anthony Frivola		2,034.99

Viewit.com, Inc.
Balance Sheet Detail
As of July 31, 2001

Type	Date	Num	Name	Memo	Amount
Bill Print -Check	06/26/2001	2174	FP & L		-264.95
Bill			Bill Dasha	Development of Java Applet	2,800.00
Bill Print -Check	06/26/2001	2175	Bill Dasha	Development of Java Applet	-2,800.00
Bill Print -Check	06/27/2001	2177	trial & Marcella		-10,000.00
Bill Print -Check	06/27/2001	2178	Amstrong Hirsch Jickelover Tyerman & Ward		-3,000.00
Bill			AT&T		370.45
Bill	06/28/2001	Bill	William Kasser	Remo for Cash Deposited to Eloffs Acct for E	1,182.94
Bill	06/28/2001	June Bill	Bill South		401.10
Bill	06/28/2001	67239026	Lanter Workbooks, Inc		327.83
Bill Print -Check	06/29/2001	2179	William Kasser	Remo for Cash Deposited to Eloffs Acct for E	-1,182.94
Bill	06/29/2001	fees 629	William Kasser		1,000.00
Bill	06/29/2001	Exp 629	William Kasser		128.64
Bill Print -Check	06/29/2001	2180	Bill South		-1,111.95
Bill Print -Check	06/29/2001	2181	William Kasser		-1,000.00
Bill Print -Check	06/29/2001	2182	William Kasser		-128.64
Bill Print -Check	06/29/2001	2184	trial & Marcella		-20,981.32
Bill	06/29/2001	Exp 629	Ross Miller		1,007.46
Bill Print -Check	06/29/2001	2185	Ross Miller		-1,007.46
Bill	06/29/2001	Fees 629	Ross Miller		5,000.00
Bill	06/29/2001	JS Note	Ross Miller		6,125.00
Bill Print -Check	06/29/2001	2186	Ross Miller		-5,000.00
Bill Print -Check	06/29/2001	2187	Ross Miller		-6,125.00
Bill	06/29/2001	June Bill	FP & L		178.77
Bill	06/29/2001	\$-880-37870	FedEx		233.90
Bill Print -Check	06/30/2001	2208	Innovative Hospitality		-4,837.00
Bill	07/01/2001	701 Rent	C B Richard Ellis		6,666.70
Bill	07/01/2001	Jul Bill	CNA		288.91
Bill	07/01/2001	Jul Bill	Ampco Parking Systems		60.00
Bill	07/01/2001	July	Digital Island		2,114.22
Bill	07/01/2001	1196889	United Health Care		628.98
Bill	07/01/2001	June Bill	Crossbow Ventures - Interest		4,539.36
Bill	07/01/2001	July Rent	Bank of America		14,900.95
Bill	07/01/2001	June Bill	Zephyrus		24.84
Bill	07/03/2001	5670	Nu Data		34.80
Bill	07/04/2001	Jul Stmt	Merid		167.51
Bill	07/05/2001	7/6 Bill	AT&T Wireless		1,80.89
Bill	07/06/2001	tru 7/6	William Kasser		1,000.00
Bill	07/06/2001	tru 7/13	William Kasser		1,000.00
Bill	07/06/2001	exp 7/6	William Kasser		57.32
Bill	07/06/2001	tru 7/6	Ross Miller		8,000.00
Bill	07/06/2001	2196	AT&T		-233.25
Bill Print -Check	07/06/2001	2197	FedEx		-201.60
Bill	07/06/2001	Jul Fees	Maurice Buchbaum	Fees for July	10,000.00
Bill	07/10/2001	Remover	Balsuley Schodoff Taylor & Zeffman LLP		5,000.00
Bill Print -Check	07/10/2001	2199	Balsuley Schodoff Taylor & Zeffman LLP		-5,000.00
Bill Print -Check	07/10/2001	2200	C B Richard Ellis		-6,666.70
Bill	07/10/2001	Jul Costs	Maurice Buchbaum	Fees for July	882.25
Bill Print -Check	07/10/2001	2201	Maurice Buchbaum		-10,000.00
Bill Print -Check	07/10/2001	2202	Maurice Buchbaum		-882.25
Bill Print -Check	07/10/2001	2203	A I Credit Corp		-1,107.95
Bill Print -Check	07/10/2001	July 4445	AT&T Wireless		280.74
Bill	07/10/2001	JUL20016	Heveland Papard		269.42
Bill Print -Check	07/12/2001	2204	Bill South		-1,114.84
Bill Print -Check	07/12/2001	2205	United Health Care		-633.89

viewit.com, Inc.
Balance Sheet Detail
 As of July 31, 2001

Type	Date	Num	Name	Amount
Bill Print-Check	07/12/2001	2209	Crossbow Ventures - Interest	-4,550.36
Bill Print-Check	07/12/2001	2207	Anthony Fanden	2,034.89
Bill	07/12/2001	Encoders	Brian Uley	2,000.00
Bill Print-Check	07/12/2001	2208	Brian Uley	0.00
Bill	07/12/2001	Resilver	Furr & Cohen, P.A.	5,000.00
Bill Print-Check	07/12/2001	2210	Furr & Cohen, P.A.	-5,000.00
Bill Print-Check	07/12/2001	2211	Brian Uley	2,000.00
Bill Print-Check	07/12/2001	2212	William Kasser	-1,000.00
Bill Print-Check	07/12/2001	2213	William Kasser	-1,000.00
Bill Print-Check	07/12/2001	2214	William Kasser	-97.32
Bill Print-Check	07/12/2001	2215	Ross Miller	0.00
Bill Print-Check	07/12/2001	2216	AT&T Wireless	-234.39
Bill Print-Check	07/12/2001	2218	Ampco Printing Systems	-80.00
Bill Print-Check	07/12/2001	2217	CNA	-285.91
Bill Print-Check	07/12/2001	2218	FP & L	-179.77
Bill Print-Check	07/12/2001	2219	GMAC	-419.71
Bill Print-Check	07/12/2001	2220	Ross Miller	-635.86
Bill Print-Check	07/12/2001	2221	Ross Miller	-8,000.00
Bill Print-Check	07/12/2001	2222	Ross Miller	-5,000.00
Bill Print-Check	07/12/2001	2223	Howard Pickard	-3,469.31
Bill Print-Check	07/12/2001	2224	Pacific Bell	-205.74
Bill Print-Check	07/12/2001	2225	Univis	-74.92
Bill Print-Check	07/12/2001	2227	Digital Island	-4,692.13
Bill Print-Check	07/12/2001	2228	JDR Capital Corp	-277.50
Bill	07/12/2001	exp 7/15	Ross Miller	835.95
Bill	07/12/2001	exp 7/15	Scandin, Jack	5,000.00
Bill Print-Check	07/12/2001	Wire Trans	Scandin, Jack	-5,000.00
Bill	07/12/2001	July Bill	JDR Capital Corp	277.50
Bill	07/15/2001	JUL L Day	AT&T	89.59
Bill Print-Check	07/16/2001	2231	Terrace, Inc	-3,000.00
Bill Print-Check	07/16/2001	2232	FedEx	-223.90
Bill Print-Check	07/16/2001	2240	Rockwell Cargo USA, Inc	-8,341.25
Bill	07/17/2001	1161831	Howard Pickard	384.47
Bill	07/17/2001	July Bill	GMAC	418.71
Bill	07/18/2001	Bill Due	Winstar Telecommunications, Inc	0,643.77
Bill	07/18/2001	JUL Bill	Winstar Telecommunications, Inc	1,714.38
Bill Print-Check	07/18/2001	2242	Winstar Telecommunications, Inc	-6,643.77
Bill	07/18/2001	Aug Intst	A. I. Credit Corp	1,107.56
Credit	07/18/2001	01-0024	Palm Beach Accounting & Investments, Inc	-1,400.00
Bill	07/19/2001	July Bill	Pacific Bell	192.05
Bill	07/20/2001	tru 7/13	Ross Miller	5,000.00
Bill	07/20/2001	7/20 inv	William Kasser	1,000.00
Bill	07/20/2001	exp7/20	William Kasser	35.82
Bill	07/21/2001	Exp 7/21/01	Maurice Buchbaum	4,509.51
Bill Print-Check	07/21/2001	2243	Maurice Buchbaum	-4,509.51
Bill Print-Check	07/21/2001	2244	William Kasser	-1,000.00
Bill Print-Check	07/21/2001	2245	William Kasser	-25.82
Bill	07/21/2001	Exp7/21	Ross Miller	1,845.20
Bill	07/21/2001	Fees 7/21	Ross Miller	0,000.00
Bill	07/21/2001	July Fee	Scandin, Jack	0,000.00
Bill Print-Check	07/21/2001	2246	Scandin, Jack	-4,000.00
Bill Print-Check	07/21/2001	2247	Ross Miller	-5,000.00
Bill Print-Check	07/21/2001	2248	Ross Miller	-1,845.20
Bill	07/21/2001	JUL Bill	FP & L	172.89

viewit.com, Inc.
Balance Sheet Detail
 As of July 31, 2001

Total 2000 Accounts Payable

Type	Date	Num	Name	Memo	Amount
Bill	07/24/2001	110967	Hevlett Packard		673.59
Bill	07/24/2001	J1D4819	Hevlett Packard		141.04
Bill	07/24/2001	S-881-59164	FeigEx		811.74
Bill	07/25/2001	725 Ramt	Eric Bernstein - rents		3,428.18
Bill Print-Check	07/28/2001	Wire Trans	Eric Bernstein - rents		-3,429.18
Bill	07/27/2001	rv127	William Kasser		1,200.00
Bill Print-Check	07/27/2001	2248	William Kasser		-3,000.00
Bill Print-Check	07/27/2001	2250	Armstrong-Henry-Jackowy-Tyerman & Wirth		-1,200.00
Bill Print-Check	07/27/2001	2251	William Kasser		-10.07
Bill Print-Check	07/27/2001	2254	Miner Document Products		3,500.00
Bill	07/27/2001	7/27 inv	Ross Miller		1,680.85
Bill	07/27/2001	J1D2815	Hevlett Packard		-1,714.38
Bill Print-Check	07/31/2001	2292	Miner Telecommunications, Inc		-322.77
Bill Print-Check	07/31/2001	2293	Nicoal		-39.80
Bill Print-Check	07/31/2001	2295	Nu Data		-827.83
Bill Print-Check	07/31/2001	2296	Lerner Worldwide Inc		-401.10
Bill Print-Check	07/31/2001	2297	Bill Skala		-792.30
Bill Print-Check	07/31/2001	2298	AT&T		-304.71
Bill Print-Check	07/31/2001	2299	AT&T Wireless		875.00
Bill	07/31/2001	Car Trans	Anthony Franden		3,000.00
Bill	07/31/2001	7/31 inv	Ross Miller		450.00
Bill	07/31/2001	7/31 inv	William Kasser		-3,000.00
Bill Print-Check	07/31/2001	2280	Ross Miller		-3,500.00
Bill Print-Check	07/31/2001	2281	Ross Miller		-675.00
Bill Print-Check	07/31/2001	2283	Anthony Franden		0.00
Bill Print-Check	07/31/2001	2284	William Kasser		-400.00
Bill	07/31/2001	July Int	Cranebox Ventures - Interest		5,213.53
					<u>2,439.30</u>

HOUSTON & SHAHADY, P.A.

316 Northeast Fourth Street
Fort Lauderdale, Florida 33301

Bart A. Houston, Esq.
bhouston@houstonshahady.com

Telephone (954) 779-3800
Facsimile (954) 779-3808

June 6, 2001

Ross Miller
2255 Glades Road
Suite 337, West
Boca Raton, Florida 33431

Simon Bernstein, Chairman
7020 Lion's Head Lane
Boca Raton, Florida 33496

Elliot Bernstein, Vice Chairman
505 North Brand Boulevard
Glendale, CA 91203-2308

**Re: Iviewit Holdings, Inc. and Iviewit.com, Inc.
(collectively, the "Company")**

Gentlemen:

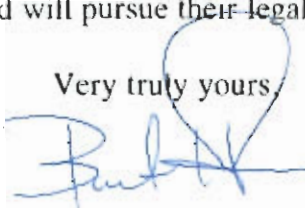
This law firm has been retained by Raymond T. Hersh, Brian Utley and Michael Real (collectively the "Clients") in connection with their entitlement to unpaid compensation and contractual severance payments. On May 3, 2001, William G. Salim, Esq. of the Moskowitz, Mandell, Salim law firm forwarded correspondence to Mr. Miller detailing the amounts of back wages, deferred compensation and severance benefit compensation (the "Compensation Claims"). At this point, the Company has disregarded the demand for payment and has not responded with any information or position which would raise a bona fide dispute to the payment of the Compensation Claims.

In the absence of any response or contact, the Clients have retained this law firm to pursue their creditor remedies, including but not limited to the filing and prosecution of an involuntary petition in bankruptcy. It is the concern of our Clients that the Company is operating in a reckless manner and continues to avoid and/or ignore creditor obligations, including those obligations owed to our Clients. Furthermore, certain control creditors/interest holders have dominated the Company in such a manner as to further frustrate the rights of creditors. Accordingly, in the event that the Company does not address the obligations owed to our Clients and/or otherwise immediately commence a dialogue concerning those obligations, our Clients have instructed that we prepare and file an involuntary petition and prosecute the involuntary petition seeking an adjudication in the Bankruptcy Court.

Ross Miller
Simon Bernstein, Chairman
Elliot Bernstein, Vice Chairman
June 6, 2001
Page Two

By this letter, I would request that either the Company or its counsel contact me to discuss these matters prior to June 12, 2001. In the event that either the Company or its counsel do not contact this law firm by that date, our Clients will assume that their obligations, along with other creditors obligations, continue to be ignored and will pursue their legal remedies.

Very truly yours,



Bart A. Houston

BAH/em

cc: Raymond T. Hersh
Brian Utley
Michael Real
William G. Salim, Jr., Esq.

PEOPLE

Officers



Brian G. Utley, President - Mr. Utley comes to iviewit from a very significant career in the computer industry. For over 30 years, he was responsible for the development of and world-wide management of many of IBM's most successful products, such as the AS400 and the PC. Entering IBM's executive ranks in the early 1980's, Mr. Utley's impact was felt in all areas of that Company's advanced technology product development, including Biomedical Systems, European Operations and, very significantly, IBM's launch of the PC. Following the U.S. introduction of the PC, Mr. Utley moved to Europe where he was responsible for a number of IBM's overseas activities including product development, product management and market development, the most notable of which was managing the launch of the PC across Europe and the Middle East. His career with IBM culminated with his responsibility as Vice President and General Manager of IBM Boca Raton with a work force of over 6,000 professionals. Mr. Utley is well known for his technical expertise as well as for his focus on quality, team building, organizational skills and commitment to results.

Michael A. Reale, VP of Operations - Mr. Reale carries extensive operations and executive management experience, which will enable iviewit to develop a well organized and efficient production capability. Mr. Reale began his career with IBM where, over twenty years, he advanced through several production process managerial functions, culminating as Director of Manufacturing for their Personal Computer Division. Following his tenure with IBM, Mr. Reale joined SCI Systems, Inc., a Fortune 500 electronics contract manufacturer, as Senior Vice President, where he was responsible for seven operations both in the U.S. and overseas. Following SCI, Mr. Reale spent two years as President of MGV Manufacturing Corp., a premier provider of computer memory assemblies with operations in the U. S. and Europe, where he increased sales by 200%. Most recently, Mr. Reale filled successive executive positions with Boca Research, a publicly owned manufacturer of personal computer enhancement and Internet thin client products, where he progressed to and became COO. The particular value-added skills that Mr. Reale brings to iviewit encompass operations experience at all levels of an organization, including P&L responsibility, quality and delivery performance accountability.

Raymond T. Hersh, Chief Financial Officer - Raymond T. Hersh is a private investment banker, also specializing in the strategic development of emerging companies. He has over thirty-five years of successful business and operating experience involving financial services, telecommunications, manufacturing and corporate strategic planning. Most recently, he was co-founder and President/CEO of a telecom start-up specializing in providing healthcare information. For over twenty years, he successively grew two Florida-based specialty manufacturing companies from combined revenues of about \$2.7 million to over \$19 million. Previously, Mr. Hersh spent nine years as an investment banker in New York City where his last position was as President of a member firm of the New York and American Stock Exchanges. Earlier, he spent five years as an Enforcement Attorney with the U. S. Securities and Exchange Commission in New York City where he exited as a Branch Chief. He is a member of the New Jersey and New York Bars.



Eliot I. Bernstein, Founder and Vice Chairman - Mr. Bernstein, is a graduate of University of Wisconsin, specializing in computer science and with a B.S. in psychology. Prior to founding iviewit, he spent 15 years creating and

business administration degree at Stanford University.

Maurice R. Buchsbaum, Director - Mr. Buchsbaum has engaged in corporate finance projects as a principal, advisor, consultant, officer, director or senior managing director for the past 27 years. As a partner or senior officer of several leading investment banks (including Drexel Burnham, Kidder Peabody and JW Genesis), he has worked in all aspects of corporate finance. He formed Emerald Capital Partners in early 1999, to provide strategic planning and banking advice to a myriad of small and medium sized American growth companies. He has engaged in numerous public and private transactions and activities that include seed capital, early stage financing, major and late stage strategic finance, restructuring and mergers/acquisitions ranging in size from \$1 million to \$700 million. His industry experience includes health care, technology, telecommunications, biotechnology, financial services, environmental, and airlines. He holds BS and MBA degrees with honors from Ohio State University, and was a fellow in the doctoral program at Northwestern University.

Simon L. Bernstein, Chairman Emeritus - Mr. Bernstein has pioneered the development of proprietary life insurance products and has formed two companies to facilitate the sales of these products. Mr. Bernstein developed for both companies a national sales and marketing network, which now account for over a billion in life premium sales. Mr. Bernstein's career in the life insurance industry began in 1965 when he became the top producer for Aetna Life and Casualty Company. He has remained in the top 5% of life insurance sales agencies since that time. Mr. Bernstein supplied the initial "angel" investment for iviewit.

Gerald R. Lewin, Director - Gerald Lewin has been a certified public accountant since 1973 and is licensed to practice in the states of Florida and Michigan. In 1981, Mr. Lewin is Senior Partner of Goldstein Lewin & Co., which currently is a leading 50 man southeastern accounting firm. Mr. Lewin specializes in business consulting and is highly knowledgeable in many areas of accounting, tax and financial planning. Mr. Lewin is a member of both the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.

Technical Advisory Board

David Colter - David Colter is Vice President of Technology and Standards for Warner Bros. Technical Operations. David joined Warner Bros. in 1999 to focus on distribution, rights management and interactive projects. He holds a MSc from the University of Toronto in Combinatorial Mathematics, and a BSc from Dalhousie University in Computer Science and Applied Mathematics. Prior to Warner Bros, David spent ten years in telecommunications and networking with Bell Canada, Bell Northern Research and Nortel Networks.

Advisory Board

Kenneth Rubenstein - Mr. Rubenstein is a partner at Proskauer Rose LLP law firm and is the patent attorney for iviewit. He is a registered patent attorney before the U.S. Patent & Trademark Office. Ken counsels his clients with respect to the validity and infringement of competitors' patents, as well as prosecutes patent applications. For the past several years Ken has worked on the formation of a patent pool, for MPEG-2 technology, involving large consumer electronics and entertainment companies. Ken is also a former member of the legal staff at Bell Laboratories. Ken received his law degree, cum laude, from New York Law School, and his Ph.D. in physics from the Massachusetts Institute of Technology where he also graduated

with a B.S. Degree.

Alan J. Epstein - Mr. Epstein is a shareholder of the entertainment law firm Armstrong Hirsch Jackoway Tyerman & Wertheimer, P.C., which is based in Los Angeles. Alan's law practice consists of advising Internet companies on various issues pertaining to the entertainment industry, including the creation, licensing and acquisition of content, the introduction and negotiation of strategic partner relationships, and various other matters relating to the convergence of technology and content. Alan also advises his firm's numerous celebrity clients on the exploitation and protection of their name and likeness rights and content on the Internet, as well as merchandising, endorsement and sponsorship deals. Prior to entering the UCLA School of Law, Alan was a certified public accountant at Deloitte Haskins & Sells in Dallas, Texas.

Christopher C. Wheeler - Mr. Wheeler is a member of Proskauer Rose LLP's Corporate Department and as a partner in the Florida office has a versatile transactional practice. Chris has had extensive experience in real estate and corporate law, institutional lending and workouts, administrative law and industrial revenue bond financing. Moreover, he serves as a strategist and counselor to many clients in handling their other legal and business matters. Chris is well-versed in general corporate law as well as mergers and acquisitions and securities matters. He has guided companies from startup through initial private placements to public offerings. A graduate of Hamilton College and Cornell Law School, Chris was a member of the managing Board of Editor of the Cornell Law Review.

Eric M. Chen - Mr. Chen is an honors graduate from Harvard University. He has spent much of his career in the field of investment banking where he has specialized in advising, financing and guiding the growth strategies of many health care companies. His areas of expertise include biotechnology, medical diagnostics, and new emerging drug technology and delivery systems. He has served as an analyst, Senior Vice President and Managing Director for several Wall Street firms including Furman Selz, Hambrecht & Quist, Fechter Detwiler and Southeast Research Partners. Much of his activities have focused upon early stage growth companies in both the public and private sectors. He has analyzed companies in a wide variety of industries, which include vision care, telecommunications, computer storage, software applications and data management. Mr. Chen is the President of Emerald Capital Partners, which he co-founded with Mr. Buchsbaum, since his departure from Southeast Research Partners in early 1999.

Legal and Accounting Counsel

Arthur Andersen LLP - Auditor - Arthur Andersen's vision is to be the partner for success in the New Economy. The firm helps clients find new ways to create, manage and measure value in the rapidly changing global economy. With world-class skills in assurance, tax, consulting and corporate finance, Arthur Andersen has more than 70,000 people in 83 countries that are united by a single worldwide operating structure that fosters inventiveness, knowledge sharing and a focus on client success. Since its beginning in 1913, Arthur Andersen has realized 86 years of uninterrupted growth, with 1999 revenues over \$7 billion. Arthur Andersen is a business unit of Andersen Worldwide.

Proskauer Rose LLP - one of the nation's largest law firms, providing a wide variety of legal services to major corporations and other clients through the United States and around the world. Founded in 1875 in New York City, the firm employs 475 attorneys and has wide experience in all areas of practice important to businesses, including corporate finance, mergers and acquisitions, real estate transactions, bankruptcy and reorganizations, taxation, litigation and dispute

resolution, intellectual property, and labor and employment law.

Armstrong Hirsch Jackoway Tyerman & Wertheimer - one of the nation's leading entertainment law firms. Based in Los Angeles, California, it represents many of the most prominent actors, writers, directors and producers of feature films, television programming and other entertainment content. The firm also represents various content and technology companies in the Internet industry, including prominent web sites, entertainment-oriented portals, aggregated celebrity sites and various e-commerce companies. The firm is assisting in developing the business structure of iviewit.

Foley & Lardner - one of the oldest and largest law firms in America. Founded in 1842, the firm now has more than 750 attorneys in 14 offices, following the February 1996 merger with Weissburg and Aronson, Inc. Foley & Lardner's over 100 highly skilled intellectual property attorneys constitute one of the largest and most sophisticated technology groups in a general-practice law firm in the United States. As one of the few large national law firms with a global intellectual property law group which is uniquely positioned to help iviewit capitalize on it's foreign filings. The firm's broad-based representations in litigation, regulatory affairs and general business counseling is complemented by one of the world's most highly trained staffs, which includes 65 engineering and advanced technical degrees, including 12 Ph.D.'s. The list of clients using Foley & Lardner to fill their intellectual property legal needs ranges from small entrepreneurial start-up companies to large international and multinational corporations. Foley & Lardner attorneys provide solutions and successfully serve the needs of clients around the world, including those situated in the United States, Canada, Latin America, the European Union, Eastern Europe, the Middle East, and the Pacific Rim.

William J. Dick - Special Counsel to the West Palm Beach office of Foley & Lardner. A member of the firm's Intellectual Property Department (Electronics Practice Group), Mr. Dick currently focuses on mentoring other members of the Electronics and Consumer Products Practice Groups in various IP related matters. He also conducts weekly classes in patent related matters for new associates. Mr. Dick joined Foley & Lardner after 26 years with IBM. He began as a patent attorney, and has handled all phases of patent, trademark and copyright duties, including litigation. Mr. Dick's most recent position with IBM was as Assistant General Counsel to IBM Asia Pacific. Mr. Dick is a graduate of the University of Virginia (B.M.E., 1956; L.L.B., 1962 changed to J.D., 1970)

[top](#)

developing many innovative, computer-based multi-media marketing tools, which remain in use supporting multi-billion dollar service industries. In 1998, Mr. Bernstein chose to advance these multi-media development tools to new and previously unachieved heights creating the high impact visual applications for the Internet that have become iviewit's core enabling technologies. In developing these technologies, Mr. Bernstein adopted a vision that combined his passions for photography and video with a burning desire to see the Internet evolve from a text-based medium to a visually elegant tool. As Founder and Vice Chairman and the principal inventor of iviewit's proprietary technologies, Mr. Bernstein oversees the continuing development and new applications of iviewit's core visualization technologies in addition to developing complementary and emerging technologies. He is committed to insuring that iviewit achieves and maintains its leadership position as the standard for audio/visual and imaging technologies.

Board of Directors

Brian G. Utley, President

Eliot I. Bernstein, Founder and Vice Chairman

Donald G. Kane - Mr. Kane is President of GDI, a privately held holding company that controls 4 business-to-business Internet companies. Prior to joining GDI, Mr. Kane was a Managing Director in the Investment Banking Division of Goldman Sachs & Co. During his fourteen-year career at Goldman Sachs, Mr. Kane created the firm's Midwest Financial Institutions practice and founded a Global Financial Institutions Technology Group. He is a Board member and Vice Chairman of Sagence Systems, Inc., a GDI company and is a member of the Board of Versifi, Inc. and Ergo Systems. Mr. Kane is an advisor to Signcast, Inc., Gryphon Holdings and Capita Technologies. He is a member of the Kellogg Graduate School of Management Advisory Board at Northwestern University and is a member of the Board of the Metropolitan YMCA of Chicago.

Kenneth Anderson - Ken Anderson brings over 20 years of experience in the financial services world to his recent move to Jim Clark's new start-up myCFO. Prior to joining myCFO, Mr. Anderson served as a partner in Arthur Andersen's private client services practice where he created the family wealth and financial planning practice for the southern California practice. He focused on estate and income tax planning for high net worth individuals and families. **Mr. Anderson** has significant experience in compensation, insurance, and business succession consulting.

He is a board member of the Idyllwild Arts and Boy Scouts of America, Western Council. Ken is a founding member of the Family Business Program at the University of Southern California. He served as a director of the Society of CPA/Financial Planners, was a member of the California CPA Society Committee on Personal Financial Planning. Mr. Anderson is on the Board of Directors of iviewit and Schaeffer Autosimulation, LLC. Mr. Anderson holds a BS in accounting and economics from Valparaiso University and a JD with an emphasis on taxation from the Valparaiso University School of Law.

H. Hickman Powell, Director - Prior to joining CrossBow Ventures, Mr. Powell spent 14 years as an investment analyst and corporate finance advisor. He worked with McKinsey & Company and J.P. Morgan Investment Management, both based in London. Among his primary areas of expertise are technology research and economic research, including electronics, telecommunications and computer software. Most recently, he was Senior Technology Analyst and Vice President of Southeast Research Partners, Inc. where he worked with leading technology companies. He earned a bachelor of arts degree at Yale University and a master of

LAW OFFICES
MOSKOWITZ, MANDELL, SALIM & SIMOWITZ, P.A.
 888 CORPORATE DRIVE • SUITE 518
 FORT LAUDERDALE, FLORIDA 33334

BROWARD (954) 491-2000
 BOCA RATON (561) 750-7700
 TELECOPIER (954) 491-2051

FACSIMILE TRANSMISSION SHEET

DATE: May 4, 2001
TO: ROSS, MILLER
FAX NO.: 561-999 8810
FROM: WILLIAM G. SALIM, JR., ESQ.
FILE NAME: HERSH, UTLEY & REALE v. Iviewit
FILE: 2117.01
MESSAGE: Pursuant to your request, attached please find copies of the applicable agreements. Please advise if you require any additional information, and I will anticipate your call at your earliest convenience on Monday. Thank you

This transmission consists of 22 pages, including this cover letter. If you do not receive all of the pages, or if the pages are not received properly, please call back as soon as possible at (954) 491-2000.

ORIGINAL:

MAILED

FEDERAL EXPRESSED

HELD IN FILE

THE INFORMATION CONTAINED IN THIS FACSIMILE IS CONFIDENTIAL AND MAY ALSO BE SUBJECT TO THE ATTORNEY CLIENT PRIVILEGE OR MAY CONSTITUTE PRIVILEGED WORK PRODUCT. The information is intended only for the use of the individual or entity to whom it is addressed. If you are not the intended recipient, or the agent or employee responsible to deliver it to the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this facsimile in error, please immediately notify us by telephone, and return the original message to us at the address above via the U.S. Postal Service. Thank you.

R400 A/P RECONCILIATION-

UNDATED LETTER SETS OUT \$91,755-
AS AMOUNT DUE-

PAYMENTS SINCE THEN =

12/15/00	CK # 1694	30,000.00
1/17/01	1801	10,000.00
3/6/01	1936	10,000.00
4/2/01	2004	<u>5,000.00</u>
		55,000.00

BRIAN UTLEY PAYROLL

8/31/99	4,166.67	1/5/01	14,336.56
9/22/99	4,166.67	1/5/01	5,769.23
10/7/99	4,166.67	1/19/01	5,769.23
10/12/99	4,166.67	2/2/01	5,769.23
11/15/99	4,166.67	2/16/01	2,884.61
2/1 ¹⁵ /00	29,166.69	3/2/01	2,884.61
2/2 ¹⁵ /00	4,166.67	3/16/01	2,884.61
3/10/00	6,250 ⁻	3/30/01	2,884.61
3/31/00	6,250 ⁻	4/1 ¹⁴ /01	2,884.61
4/15/00	6,250 ⁻	4/27/01	2,884.61
4/30/00	6,250 ⁻		
5/15/00	6,250 ⁻		
5/31/00	6,250 ⁻		
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7/31/00	6,250 ⁻		
8/15/00	6,250 ⁻		
8/31/00	6,250 ⁻		
9/15/00	3,173.07		
9/30/00	2,884.61		
10/12/00	2,884.61		
10/31/00	2,884.61		
11/10/00	2,884.61		
11/24/00	2,884.61		
12/8/00	2,884.61		
12/22/00	6,144.24		
12/22/00	15,914.72		

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA

In re:

Iviewit.com LLC

Debtor.

Case No. 01-33407-BKC-SHF
Involuntary Chapter 11

NOTICE OF FILING JOINDER

NOTICE IS HEREBY GIVEN that Raymond T. Hersh, Brian Utley and Michael Real ("Petitioning Creditors") hereby file the attached Notice of Joinder and request that the same be incorporated and made part of the Court file in this matter.

CERTIFICATION OF SERVICE AND ADMISSION

I HEREBY CERTIFY that I am admitted to the Bar of the United States District Court for the Southern District of Florida and I am in compliance with the additional qualifications to practice in this court set forth in Local Rule 2090-1(A).

I HEREBY FURTHER CERTIFY that a true and correct copy of the foregoing has been mailed to Bradley Shraiberg, Esq., Furr and Cohen, P.A., 1499 W. Palmetto Park Road, Suite 412, Boca Raton, Florida 33486; and Iviewit.com LLC, 2255 Glades Road, Suite 337, West, Boca Raton, FL 33431 on this 17 day of July, 2001.

HOUSTON & SHAHADY, P.A.

Attorneys for Petitioning Creditors
316 Northeast Fourth Street
Fort Lauderdale, Florida 33301
(954) 779-3800 Telephone
(954) 779-3808 Facsimile

By: 

Bart A. Houston, Esq.

Fla. Bar No. 623636

bkhouston@houstonshahady.com

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA

In re:

ivlewit.com LLC

Case No. 01-33407-BKC-SHF
Involuntary Chapter 11

Debtor.

Ryjo, Inc

NOTICE OF JOINDER

NOTICE IS HEREBY GIVEN that pursuant to 11 U.S.C. §303(c), the following creditors join in the involuntary petition filed in this case and requests that an Order for relief be entered against the debtor under Chapter 11 of title 11, United States Code.

Name and Address of Petitioner	Nature of Claim	Amount of Claim
Ryjo, Inc. 12135 Walden Woods Dr Orlando, Fl 32826	Unpaid Hourly Contract Work (Clauses Available)	\$65,000
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Name and Address of Petitioner	Nature of Claim	Amount of Claim

Petitioners declare under penalty of perjury that the foregoing is true and correct to the best of their knowledge, information and belief.

Ryan H. Hines 7/13/2001
Signature of Petitioner Date
Ryan H. Hines - President - Ryjo, Inc.
Name of Petitioner

LAW OFFICES
FURR AND COHEN, P.A.

INTERSTATE PLAZA, SUITE 412
1499 WEST PALMETTO PARK ROAD
BOCA RATON, FLORIDA 33486

TELEPHONE (561) 395-0500
FAX (561) 338-7532
e-mail: thefirm@furrandcohenpa.com

CHARLES I. COHEN
ALSO MEMBER OF OHIO BAR
ROBERT C. FURR
ALSO MEMBER OF GEORGIA BAR
BOARD CERTIFIED
BUSINESS & CONSUMER BANKRUPTCY LAW
CIVIL TRIAL LAWYER
LISA J. CHAIKLIN AFLALO
ALVIN S. GOLDSTEIN
ALSO MEMBER OF NEW YORK BAR
LES OSBORNE
ALSO MEMBER OF NEW YORK BAR
BRADLEY S. SHRAIBERG

C. WILLIAM BERGER
OF COUNSEL
ALSO MEMBER OF PENNSYLVANIA BAR

September 10, 2001

SENT VIA FAX TRANSMITTAL (999-8810)

Mr. Ross Miller
iviewit.com, Inc.
2255 Glades Road
Boca Raton, Florida 33431

RE: iviewit.com, LLC

Dear Ross:

Enclosed is a Notice of Deposition which sets your deposition for September 19, 2001 at 10:00 a.m. here in our office. There is a list of documents attached. Please gather these documents and deliver them to my office. Mr. Houston has requested that he be able to review the documents just before the scheduled deposition.

If you have any questions, please give me a call.

Very truly yours,

FURR AND COHEN, P.A.

Bradley S. Shraiberg
Bradley S. Shraiberg
E-Mail: bshraiberg@furrandcohenpa.com

BSS/bjn
enclosure

H:\LIBRARY\Bankruptcy\iviewit.com 01-273\Correspondence\ctest re depo of Miller 091001 .wpd

HOUSTON & SHAHADY, P.A.

316 Northeast Fourth Street
Fort Lauderdale, Florida 33301

Bart A. Houston, Esq.
bhouston@houstonshahady.com

Telephone (954) 779-3800
Facsimile (954) 779-3808

September 8, 2001

BY FACSIMILE AND U.S. MAIL

Bradley Shralberg, Esq.
Furr and Cohen, P.A.
1499 W. Palmetto Park Road
Suite 412
Boca Raton, Florida 33486

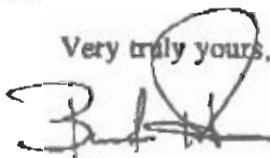
**Re: *Iviewit.com, LLC*
Case No. 01-33407-BKC-SHF**

Dear Brad:

Enclosed is the Notice of Deposition scheduling Ross Miller for on September 19, 2001 at 10:00 a.m. at your offices. I have also re-requested the same documents as were requested from William Kasser. If you recall, Mr. Kasser indicated that some of the documents requested were available but appeared to be omitted from the production (e.g., account payables ledgers and files, board minutes). Also, I have requested additional (new) documents based upon Mr. Kasser's testimony of their availability and willingness to produce these documents. I would like to arrive at your office before the deposition to review any responsive documents to the request in order that we may commence the deposition timely.

Thank you for your attention to this matter.

Very truly yours,



Bart A. Houston

BAH/em
cc: Raymond T. Hersh
Brian Utley
Michael Reale
Ryjo, Inc.

West Palm Beach Affiliate Office: Houston, Shahady, Palen & Hochberg, LLP
606 North Olive Avenue • West Palm Beach, Florida • Telephone 561.832.6266 • Facsimile 561.831.4504

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA

In re:

iviewit.com LLC

Debtor.

Case No. 01-33407-BKC-SHF
Involuntary Chapter 11

**NOTICE OF DEPOSITION DUCES TECUM PURSUANT
TO BANKRUPTCY RULE 7030 AND FOR PRODUCTION
OF DOCUMENTS PURSUANT TO BANKRUPTCY RULE 7034**

To: Bradley Shraiberg, Esq.
Furr and Cohen, P.A.
1499 W. Palmetto Park Road
Suite 412
Boca Raton, Florida 33486

PLEASE TAKE NOTICE that pursuant to Fed.R.Bankr.P. 7030 and 7034 and Local Rule 7027-1, the undersigned attorneys shall take the deposition of:

DEPONENT: Ross Miller

DATE/TIME: September 19, 2001
10:00 a.m.

LOCATION: Furr and Cohen, P.A.
1499 West Palmetto Park Rd - Suite 142
Boca Raton, Florida 33486

upon oral examination before a Notary Public or any other officer authorized by law to take depositions in the State of Florida, who is not of counsel or attorney of the parties hereto, or interested in the event or the cause. The oral examination will continue from day to day until complete. This deposition is being taken for the purpose of discovery, for use at trial or any other purpose permitted under the rules of court.

**THE DEPONENT IS FURTHER REQUIRED TO
PRODUCE THE FOLLOWING DOCUMENTS AT THE DEPOSITION**

A. DOCUMENTS REQUESTED AT PRIOR DEPOSITION (only such documents as were not previously produced)

1. Any and all documents which support the allegations in the answer to Involuntary Petition and Counter-Claim for bad faith.
2. Any and all payroll records maintained by Iviewit.com, LLC.
3. Any and all general ledgers for Iviewit.com, LLC (including account payable ledger).
4. Any and all employee personnel files maintained by Iviewit.com, LLC or concerning employees of Iviewit.com, LLC
5. Any and all federal, state and/or local tax returns and/or other tax related filings by Iviewit.com, LLC for the one year period prior to the filing of the Involuntary Petition.
6. Any and all W-2 tax forms, 1099 tax forms or other employee related tax document filed or prepared by Iviewit.com, LLC for the one year period prior to the filing of the Involuntary Petition.
7. Any and all board minutes or resolutions for the one year period prior to the filing of the Involuntary Petition. (For this request any and all committees or sub-committees of the Board of Directors should be included).
8. All preliminary drafts, memo drafts and final execution copies of employment agreements signed by or maintained by Iviewit.com, LLC for the one year period prior to the filing of the Involuntary Petition.
9. Any and all correspondence by and between Iviewit.com, LLC and any employee during the one year period prior to the filing of the Involuntary Petition.
10. Any and all private offerings, memorandums, disclosure statements or other documents provided to potential investors or lenders during the one year period prior to the filing of the Involuntary Petition.
11. Any and all budgets, projections or other analyses depicting operating costs of Iviewit.com, LLC prepared during one year period prior to the filing of the Involuntary Petition.
12. Any and all documents which support the allegations in the counter-claim that "Mr. Reale voluntarily terminated his employment of Iviewit.com, Inc. on or about

September 16, 2000 and he was subsequently rehired as an employee at will by Iviewit.com, Inc. approximately two months later? (Counter-claim, ¶5).

13. Any and all documents which substantiate that Messrs. Hersh, Utley & Reale were "fired by their respective employer ..'for cause'".
14. Any and all loan documents by and between Iviewit.com, LLC. to which Iviewit.com, LLC is a party, as borrower, guarantor or accommodating party, with any secured or unsecured lender during the one year period prior to the filing of the Involuntary Petition.

B. NEWLY REQUESTED DOCUMENTS

15. Any and all account payable ledgers and aged payable lists for Iviewit.com, LLC, and Iviewit Holdings, Inc.
16. Any and all bills, statements, invoices or other documents reflecting or supporting any account payable owed by any of the Iviewit Entities to (i) AT&T Wireless Services; (ii) Bank of America; (iii) Digital Island; (iv) Hewlett Packard; (v) JDR Capital Corp; (vi) United Healthcare; (vii) Ryjo, Inc.; (viii) any other creditor.
17. Any and all minutes or notes taken by any director at any board of directors meetings for any of the Iviewit Entities.
18. Any and all documents or files which concern or identify the extent, nature and ownership of any patents owned or utilized by any of the Iviewit Entities.
19. Copy of the December 7, 2000 letter from Crossbow in connection with failure to provide financial information (as discussed at the deposition of William Kasser)

I. DEFINITIONS AND INSTRUCTIONS.

1. Iviewit.com, LLC means the Debtor, as well as its members interest holders, agents, attorneys, and all other persons acting or purporting to act on its behalf.
2. Iviewit Entities means Iviewit.com, LLC, Iviewit Holdings, Inc., Iviewit Technologies, Inc., and Iviewit.com, Inc. and any other affiliated entity.
3. Person means any natural person, individual, proprietorship, partnership, corporation, association, organization, joint venture, firm, other business enterprise, governmental body, group of natural persons or other entity.
4. Document or Documents means all of the following in your possession, custody or subject to your control:

any written or graphic material or other means of preserving thought or expression and all tangible things from which information can be processed or transcribed, including the originals and all non-identical copies, whether different from the original by reason of any notation made on such copy or otherwise, including, but not limited to, correspondence, memoranda, notes, messages, letters, telegrams, teletype, telefax, bulletins, meetings and other communications, notations or reports of interoffice and intra office telephone calls, diaries, chronological data, minutes, books, reports, studies, summaries, pamphlets, bulletins, printed matter, charts, ledgers, invoices, work sheets, receipts, returns, computer printouts, prospectuses, financial statements, schedules, affidavits, contracts, canceled checks, statements, transcripts, statistics, surveys, magazine or newspaper articles, releases (any and all drafts, alterations and modifications, changes and amendments of any of the foregoing), graphic or aural records or representations of any kind (including without limitation photographs, charts, graphs, microfiche, microfilm, videotape, recordings, motion pictures) and electronic, mechanical or electric recordings or representations of any kind (including without limitation tapes, cassettes, computer storage, discs, floppy discs, records and tapes).

5. All documents means every document or group of documents or communication as above defined that are known to you or that can be located or discovered by reasonably diligent efforts.

6. Communication means any oral or written utterance, notation or statement of any nature whatsoever, by and to whomsoever made, including, but not limited to, correspondence, conversations, dialogues, discussions, interviews, meetings, consultations, agreements, and other understandings between or among two or more people.

7. Relating to, in relation to or relate to means in any way directly or indirectly, concerning, referring to, disclosing, describing, confirming, supporting, evidencing, or representing.

8. Bankruptcy Case means the Chapter 11 involuntary bankruptcy case filed by the Petitioning Creditors, Case No 01-33407-BKC-PGH.

9. All words in the present tense include the past, and all words in the past tense include the present tense.

10. As used herein, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine, and neuter shall include each of the other genders.

11. In the event any request calls for production of a document you contend is privileged attorneys' work product or trial preparation materials, in whole or in part, then the document should be identified to the fullest extent possible consistent with such claim of privilege.

If privilege is claimed, at least the following information should be furnished:

- (i) the nature, date, subject matter, and author of the document;
- (ii) the names and job titles of all persons to whom the document was directed, addressed or received; and
- (iii) the paragraph of this discovery request to which the document responds.

You are further required to set forth as to any document for which privilege, attorneys' work product or trial preparation materials is claimed:


- (i) the nature of the privilege claimed;
- (ii) the grounds relied upon for the claim of privilege (with specificity);
- (iii) the person who claims the privilege and whether there has been any waiver of the privilege. If there has been a waiver, provide a detailed description of the circumstances surrounding the waiver.

CERTIFICATE OF ADMISSION AND SERVICE

I HEREBY CERTIFY that I am admitted to the Bar of the United States District Court for the Southern District of Florida and I am in compliance with the additional qualifications to practice in this court set forth in Local Rule 2090-1(A).

I HEREBY CERTIFY that a true and correct copy of the foregoing has been provided by U.S Mail to Bradley Shraiberg, Esq., Furr and Cohen, P.A., 1499 W. Palmetto Park Road, Suite 412, Boca Raton, Florida 33486 this 8th day of September, 2001.

HOUSTON & SHAHADY, P.A.
Attorneys for Petitioning Creditors
316 Northeast Fourth Street
Fort Lauderdale, FL 33301
(954) 779-3800 Telephone
(954) 779-3808 Facsimile

By: 
Bart A. Houston, Esquire
Fla. Bar No. 623636

cc: Ouclette & Mauldin Court Reporters

LAW OFFICES

FURR AND COHEN, P.A.

INTERSTATE PLAZA, SUITE 412
1499 WEST PALMETTO PARK ROAD
BOCA RATON, FLORIDA 33486

TELEPHONE (561) 395-0500

FAX (561) 338-7532

e-mail: thefirm@furrandcohenpa.com

CHARLES I. COHEN
ALSO MEMBER OF OHIO BAR
ROBERT C. FURR
ALSO MEMBER OF GEORGIA BAR
BOARD CERTIFIED
BUSINESS & CONSUMER BANKRUPTCY LAW
CIVIL TRIAL LAWYER

LISA J. CHAIKLIN AFLALO
ALVIN S. GOLDSTEIN
ALSO MEMBER OF NEW YORK BAR
LES OSBORNE
ALSO MEMBER OF NEW YORK BAR
BRADLEY S. SHRAIBERG

C. WILLIAM BERGER
OF COUNSEL
ALSO MEMBER OF PENNSYLVANIA BAR

September 10, 2001

SENT VIA FAX TRANSMITTAL (999-8810)

Mr. Ross Miller
iviewit.com, Inc.
2255 Glades Road
Boca Raton, Florida 33431

RE: iviewit.com, LLC

Dear Ross:

Enclosed is a Notice of Deposition which sets your deposition for September 19, 2001 at 10:00 a.m. here in our office. There is a list of documents attached. Please gather these documents and deliver them to my office. Mr. Houston has requested that he be able to review the documents just before the scheduled deposition.

If you have any questions, please give me a call.

Very truly yours,

FURR AND COHEN, P.A.


Bradley S. Shraiberg
E-Mail: bshraiberg@furrandcohenpa.com

BSS/bjn
enclosure

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA**

In re:

iviewit.com LLC

**Case No. 01-33407-BKC-SHF
Involuntary Chapter 11**

Debtor.

**NOTICE OF DEPOSITION DUCES TECUM PURSUANT
TO BANKRUPTCY RULE 7030 AND FOR PRODUCTION
OF DOCUMENTS PURSUANT TO BANKRUPTCY RULE 7034**

To: Bradley Shraiberg, Esq.
Furr and Cohen, P.A.
1499 W. Palmetto Park Road
Suite 412
Boca Raton, Florida 33486

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DEPONENT: Ross Miller

DATE/TIME: September 19, 2001
10:00 a.m.

LOCATION: Furr and Cohen, P.A.
1499 West Palmetto Park Rd - Suite 142
Boca Raton, Florida 33486

upon oral examination before a Notary Public or any other officer authorized by law to take depositions in the State of Florida, who is not of counsel or attorney of the parties hereto, or interested in the event or the cause. The oral examination will continue from day to day until complete. This deposition is being taken for the purpose of discovery, for use at trial or any other purpose permitted under the rules of court.

**THE DEPONENT IS FURTHER REQUIRED TO
PRODUCE THE FOLLOWING DOCUMENTS AT THE DEPOSITION**

- A. DOCUMENTS REQUESTED AT PRIOR DEPOSITION (only such documents as were not previously produced)**
1. Any and all documents which support the allegations in the answer to Involuntary Petition and Counter-Claim for bad faith.
 2. Any and all payroll records maintained by Iviewit.com, LLC.
 3. Any and all general ledgers for Iviewit.com, LLC (including account payable ledger).
 4. Any and all employee personnel files maintained by Iviewit.com, LLC or concerning employees of Iviewit.com, LLC
 5. Any and all federal, state and/or local tax returns and/or other tax related filings by Iviewit.com, LLC for the one year period prior to the filing of the Involuntary Petition.
 6. Any and all W-2 tax forms, 1099 tax forms or other employee related tax document filed or prepared by Iviewit.com, LLC. for the one year period prior to the filing of the Involuntary Petition.
 7. Any and all board minutes or resolutions for the one year period prior to the filing of the Involuntary Petition.(For this request any and all committees or sub-committees of the Board of Directors should be included).
 8. All preliminary drafts, mesne drafts and final execution copies of employment agreements signed by or maintained by Iviewit.com, LLC for the one year period prior to the filing of the Involuntary Petition.
 9. Any and all correspondence by and between Iviewit.com, LLC and any employee during the one year period prior to the filing of the Involuntary Petition.
 10. Any and all private offerings, memorandums, disclosure statements or other documents provided to potential investors or lenders during the one year period prior to the filing of the Involuntary Petition.
 11. Any and all budgets, projections or other analyses depicting operating costs of Iviewit.com, LLC prepared during one year period prior to the filing of the Involuntary Petition.
 12. Any and all documents which support the allegations in the counter-claim that "Mr. Reale voluntarily terminated his employment of Iviewit.com, Inc. on or about

September 16, 2000 and he was subsequently rehired as an employee at will by Iviewit.com, Inc. approximately two months later? (Counter-claim, ¶5).

13. Any and all documents which substantiate that Messrs. Hersh, Utley & Reale were "fired by their respective employer ...for cause".
14. Any and all loan documents by and between Iviewit.com, LLC, to which Iviewit.com, LLC is a party, as borrower, guarantor or accommodating party, with any secured or unsecured lender during the one year period prior to the filing of the Involuntary Petition.

B. NEWLY REQUESTED DOCUMENTS

15. Any and all account payable ledgers and aged payable lists for Iviewit.com, LLC, and Iviewit Holdings, Inc.
16. Any and all bills, statements, invoices or other documents reflecting or supporting any account payable owed by any of the Iviewit Entities to (i) AT&T Wireless Services; (ii) Bank of America; (iii) Digital Island; (iv) Hewlett Packard; (v) JDR Capital Corp; (vi) United Healthcare; (vii) Ryjo, Inc.; (viii) any other creditor.
17. Any and all minutes or notes taken by any director at any board of directors meetings for any of the Iviewit Entities.
18. Any and all documents or files which concern or identify the extent, nature and ownership of any patents owned or utilized by any of the Iviewit Entities.
19. Copy of the December 7, 2000 letter from Crossbow in connection with failure to provide financial information (as discussed at the deposition of William Kasser)

I. DEFINITIONS AND INSTRUCTIONS.

1. **Iviewit.com, LLC** means the Debtor, as well as its members interest holders, agents, attorneys, and all other persons acting or purporting to act on its behalf.
2. **Iviewit Entities** means Iviewit.com, LLC, Iviewit Holdings, Inc., Iviewit Technologies, Inc., and Iviewit.com, Inc. and any other affiliated entity.
3. **Person** means any natural person, individual, proprietorship, partnership, corporation, association, organization, joint venture, firm, other business enterprise, governmental body, group of natural persons or other entity.
4. **Document or Documents** means all of the following in your possession, custody or subject to your control:

any written or graphic material or other means of preserving thought or expression and all tangible things from which information can be processed or transcribed, including the originals and all non-identical copies, whether different from the original by reason of any notation made on such copy or otherwise, including, but not limited to, correspondence, memoranda, notes, messages, letters, telegrams, teletype, telefax, bulletins, meetings and other communications, notations or reports of interoffice and intra office telephone calls, diaries, chronological data, minutes, books, reports, studies, summaries, pamphlets, bulletins, printed matter, charts, ledgers, invoices, work sheets, receipts, returns, computer printouts, prospectuses, financial statements, schedules, affidavits, contracts, canceled checks, statements, transcripts, statistics, surveys, magazine or newspaper articles, releases (any and all drafts, alterations and modifications, changes and amendments of any of the foregoing), graphic or aural records or representations of any kind (including without limitation photographs, charts, graphs, microfiche, microfilm, videotape, recordings, motion pictures) and electronic, mechanical or electric recordings or representations of any kind (including without limitation tapes, cassettes, computer storage, discs, floppy discs, records and tapes).

5. All documents means every document or group of documents or communication as above defined that are known to you or that can be located or discovered by reasonably diligent efforts.

6. Communication means any oral or written utterance, notation or statement of any nature whatsoever, by and to whomsoever made, including, but not limited to, correspondence, conversations, dialogues, discussions, interviews, meetings, consultants, agreements, and other understandings between or among two or more people.

7. Relating to, in relation to or relate to means in any way directly or indirectly, concerning, referring to, disclosing, describing, confirming, supporting, evidencing, or representing.

8. Bankruptcy Case means the Chapter 11 involuntary bankruptcy case filed by the Petitioning Creditors, Case No **01-33407-BKC-PGH**.

9. All words in the present tense include the past, and all words in the past tense include the present tense.

10. As used herein, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine, and neuter shall include each of the other genders.

11. In the event any request calls for production of a document you contend is privileged attorneys' work product or trial preparation materials, in whole or in part, then the document should be identified to the fullest extent possible consistent with such claim of privilege.

If privilege is claimed, at least the following information should be furnished:

- (i) **the nature, date, subject matter, and author of the document;**
- (ii) **the names and job titles of all persons to whom the document was directed, addressed or received; and**
- (iii) **the paragraph of this discovery request to which the document responds.**

You are further required to set forth as to any document for which privilege, attorneys' work product or trial preparation materials is claimed:

- (i) **the nature of the privilege claimed;**
- (ii) **the grounds relied upon for the claim of privilege (with specificity);**
- (iii) **the person who claims the privilege and whether there has been any waiver of the privilege. If there has been a waiver, provide a detailed description of the circumstances surrounding the waiver.**

CERTIFICATE OF ADMISSION AND SERVICE

I HEREBY CERTIFY that I am admitted to the Bar of the United States District Court for the Southern District of Florida and I am in compliance with the additional qualifications to practice in this court set forth in Local Rule 2090-1(A).

I HEREBY CERTIFY that a true and correct copy of the foregoing has been provided by U.S. Mail to Bradley Shraiberg, Esq., Furr and Cohen, P.A., 1499 W. Palmetto Park Road, Suite 412, Boca Raton, Florida 33486 this 8th day of September, 2001.

HOUSTON & SHAHADY, P.A.
Attorneys for Petitioning Creditors
316 Northeast Fourth Street
Fort Lauderdale, FL 33301
(954) 779-3800 Telephone
(954) 779-3808 Facsimile

By: 

Bart A. Houston, Esquire
Fla. Bar No. 623636

cc: Ouclette & Mauldin Court Reporters

HOUSTON & SHAHADY, P.A.

316 Northeast Fourth Street
Fort Lauderdale, Florida 33301

Bart A. Houston, Esq.
bhouston@houstonshahady.com

Telephone (954) 779-3800
Facsimile (954) 779-3808

September 8, 2001

BY FACSIMILE AND U.S. MAIL

Bradley Shraiberg, Esq.
Furr and Cohen, P.A.
1499 W. Palmetto Park Road
Suite 412
Boca Raton, Florida 33486

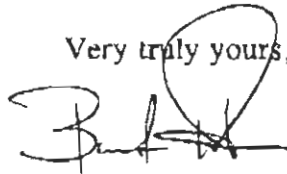
Re: *Iviewit.com, LLC*
Case No. 01-33407-BKC-SHF

Dear Brad:

Enclosed is the Notice of Deposition scheduling Ross Miller for on September 19, 2001 at 10:00 a.m. at your offices. I have also re-requested the same documents as were requested from William Kasser. If you recall, Mr. Kasser indicated that some of the documents requested were available but appeared to be omitted from the production (e.g., account payables ledgers and files, board minutes). Also, I have requested additional (new) documents based upon Mr. Kasser's testimony of their availability and willingness to produce these documents. I would like to arrive at your office before the deposition to review any responsive documents to the request in order that we may commence the deposition timely.

Thank you for your attention to this matter.

Very truly yours,



Bart A. Houston

BAH/em
cc: Raymond T. Hersh
Brian Utley
Michael Reale
Ryjo, Inc.

- Warner -

Hank -

- Next week when Steve
Warner is back -

- Warner Bros - 22

1099 E

- Ross Miller 103-40-1348

- Eliot

- Me

- Long

- Misty

- Aidan

- Fanny

- Stephen

10000 West
State 337 West
Suwannee, FL 320
Tel: 904 295-8025
Fax: 904 295-8025



Fax

To: BRAD SARAI BERG From: BILL KASSER
Fax: (561) 338-7532 Pages: 4
Phone: Date: 19 JUL 01
Re: IVIEWIT-COM LLC CC:

Urgent For Review Please Comment Please Reply Please Recycle

• Comments:

July 19, 2001

To: Brad Shraiberg, Ben Zuckerman & Ross Miller

From: Bill Kasser

Re: iviewit.com, LLC

Attached is a copy of the "Notice of Filing Joinder" received in this office today. The additional creditor is Ryjo, Inc., Ryan Huisman, who we spoke of at our meeting last Friday. A review of our files puts the amount owed to him at \$36,755, not the \$65,000 he asserts. His invoices were addressed to iviewit.com, LLC. While I do not have a contract, if any existed, it appears that his claim is with that company.

In the matter of the Encoding Machines that I recovered from Brian Utley last Friday, I shipped them to our California office where Tony Frenden of our technical staff checked them out. The Encoding Machines were used during the time Brian had them. Images on the machines indicate that they were used for work relating to "Internet Train" the company that Brian has represented himself as being CEO of. While that is not surprising, the machine known as the Bomber, had its operating system upgraded from Windows NT to Windows 2000 with what appears to be an illegitimate copy of the software. Additionally, other pirated software has been installed on both machines. Microsoft has an 800 number for reporting the use of unlicensed software. It is usually used by disgruntled employees, but we could report Internet Train if we wished to. The number is 1-800-RU-LEGIT.

As another point of interest, we received our "Notice of Benefits Pair" for unemployment compensation. Raymond Hersh is collecting, Brian Utley and Mike Reale are not. The employer of record with the state regarding unemployment compensation is iviewit.com, Inc. It appears that Raymond has not gone to Internet Train.

LAW OFFICES
FURR AND COHEN, P.A.

INTERSTATE PLAZA, SUITE 412
1409 WEST PALMETTO PARK ROAD
BOCA RATON, FLORIDA 33486

TELEPHONE (561) 399-0500

FAX (561) 338-7532

e-mail: thefirm@furrandcohenpa.com

CHARLES I. COHEN
ALSO MEMBER OF DUD 644
ROBERT C. FURR
ALSO MEMBER OF GEORGIA BAR
BOARD CERTIFIED
BUSINESS & CONSUMER BANKRUPTCY LAW
DR. THOMAS JAMES

LISA J. CHAIKLIN AFLALO
ALVIN S. GOLDSTEIN
ALSO MEMBER OF NEW YORK BAR
LES OSBORNE
ALSO MEMBER OF NEW YORK BAR
BRADLEY S. SHRAIBERG

C. WILLIAM BERGER
OF COUNSEL
ALSO MEMBER OF FLORIDA BAR

July 19, 2001

By facsimile 999-8810

Mr. Ross Miller
iviewit.com, Inc.
2255 Glades Road
Boca Raton, Florida 33431

Re: iviewit.com, LLC

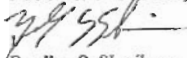
Dear Ross:

Enclosed with this letter please find the Petitioners' Notice of Filing Joinder. As you can see, Ryjo, Inc. has now joined the involuntary petition. Please call me so we may discuss this matter further.

I look forward to hearing from you.

Very truly yours,

FURR AND COHEN, P.A.



Bradley S. Shraiberg
Bshraiberg@furrandcohenpa.com

BSS/mam

cc: Ben Zuckerman, Esquire, by facsimile 994-4985

LAW OFFICES

FURR AND COHEN, P.A.

INTERSTATE PLAZA, SUITE 412
1499 WEST PALMETTO PARK ROAD
BOCA RATON, FLORIDA 33486

TELEPHONE (561) 395-0500

FAX (561) 338-7532

e-mail: thefirm@furrandcohenpa.com

CHARLES J. COHEN

ALSO MEMBER OF OHIO BAR

ROBERT C. FURR

ALSO MEMBER OF GEORGIA BAR

BOARD CERTIFIED

BUSINESS & CONSUMER BANKRUPTCY LAW
CIVIL TRIAL LAWYER

LISA J. CHAIKLIN AFLALO

ALVIN S. GOLDSTEIN

ALSO MEMBER OF NEW YORK BAR

LES OSBORNE

ALSO MEMBER OF NEW YORK BAR

BRADLEY S. SHRAIBERG

C. WILLIAM BERGER

OF COUNSEL

ALSO MEMBER OF PENNSYLVANIA BAR

August 13, 2001

Mr. Bill Kasser
iviewit.com, Inc.
2255 Glades Road
Boca Raton, Florida 33431

Re: iviewit.com, LLC

Dear Bill:

Enclosed please find a copy of the Notice of Hearing for our Answer to Involuntary petition and Counterclaim for Bad Faith. This October 4th hearing is the trial and both Ross and you must attend this proceeding. **If you have any questions**, please feel free to call.

Very truly yours,

FURR AND COHEN, P.A.



Bradley S. Shraiberg

Bshraiberg@furrandcohenpa.com

BSS/mam

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA

In re:

iviewit.com LLC

Case No. 01-33407-BKC-SHF

Involuntary Chapter 11

Debtor.

_____ /

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that a hearing will be held in the above matter at 11:30
am./p.m on October 4, 2001, at the following location:
(Date)

- () Claude Pepper Federal Bldg., 51 SW 1st Avenue,
Courtroom _____, Miami, Florida 33130
- () U.S. Courthouse, Courtroom _____, 299 E. Broward Blvd.,
Ft. Lauderdale, Florida 33301
- Paul G. Rogers Federal Building
 Courtroom #6, Room 312 [] Courtroom # _____, Room _____ 01
Clematis Street, West Palm Beach, Florida 33401

to consider the following:

**ANSWER TO INVOLUNTARY PETITION
AND COUNTERCLAIM FOR BAD FAITH**

DATED: 8/3/01

KAREN EDDY
Clerk-of Court

By: [Signature]
Courtroom Deputy

The movant, or movant's counsel, Bart A. Houston shall serve a copy of this notice and, unless previously served, the above-described pleading, to all required parties and within the time frames required by the Federal Rules of Bankruptcy Procedure, Local Rules, or orders of the court, and shall file this original notice and completed certificate of service with the court.

All moving or objecting parties shall bring to the hearing, a proposed order, sustaining their position, with appropriate copies and envelopes.

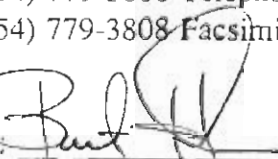
**CERTIFICATE OF SERVICE AND COMPLIANCE
WITH LOCAL RULE 9073-1(D)**

I hereby certify that a true copy of this Notice of Hearing and the subject Motion (if not previously served) were served on all parties listed below on Aug 8, 2001, and that this is not a matter which can be resolved by conferring with opposing counsel.

Bradley Shraiberg, Esq.
Furr and Cohen, P.A.
1499 W. Palmetto Park Road
Suite 412
Boca Raton, Florida 33486

HOUSTON & SHAHADY, P.A.
Attorneys for Petitioning Creditors
316 Northeast Fourth Street
Fort Lauderdale, FL 33301
(954) 779-3800 Telephone
(954) 779-3808 Facsimile

By: _____



Bart A. Houston, Esq.
Florida Bar No. 623636

SACHS SAX & KLEIN, P.A.
Northern Trust Plaza
301 Yamato Road, Suite 4150
Boca Raton, Florida 33431
(561) 994-4499 - Telephone
(561) 994-4985 - Facsimile

FACSIMILE TRANSMITTAL SHEET

DATE: June 28, 2001

TO: Ross Miller

FAX NO.: 561-999-8810

PHONE NO.:

FROM: P. Benjamin Zuckerman, Esq.

RE: lviewit.com, Inc.

NUMBER OF PAGES IN TRANSMITTAL (INCLUDING THIS PAGE) 13

MESSAGE:

Here is the draft letter and the fax from Mr. Houston that we received this morning. Please call to discuss in the morning.

THIS FACSIMILE CONTAINS PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE ADDRESSEE(S) NAMED ABOVE. IF YOU ARE NOT THE INTENDED RECIPIENT OF THIS FACSIMILE, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY COPYING OF THIS FACSIMILE, OR USE OR DISSEMINATION OF THE INFORMATION IN IT, IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE IMMEDIATELY NOTIFY THE SENDER BY TELEPHONE AND RETURN THE ORIGINAL FACSIMILE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE.

LAW OFFICES

FURR AND COHEN, P.A.

INTERSTATE PLAZA, SUITE 412
1499 WEST PALMETTO PARK ROAD
BOCA RATON, FLORIDA 33486

TELEPHONE (561) 395-0500

FAX (561) 338-7532

e-mail: thefirm@furrandcohenpa.com

CHARLES I. COHEN
ALSO MEMBER OF OHIO BAR
ROBERT C. FURR
ALSO MEMBER OF GEORGIA BAR
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CIVIL TRIAL LAWYER

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LES OSBORNE
ALSO MEMBER OF NEW YORK BAR
BRADLEY S. SHRAIBERG

C. WILLIAM BERGER
OF COUNSEL
ALSO MEMBER OF PENNSYLVANIA BAR

August 15, 2001

By facsimile 999-8810

Mr. Ross Millier
iviewit.com, Inc.
2255 Glades Road
Boca Raton, Florida 33431

Re: iviewit.com, LLC

Dear Ross:

Enclosed with this letter please find the Re-Notice of Deposition pursuant to Bankruptcy Rule 7030. Please note that the depositions are now set for Friday at 10:00 a.m.; therefore, it is important that we meet at 9:00 a.m. in preparation for same. If you have any questions, please feel free to call.

Very truly yours,

FURR AND COHEN, P.A.



Bradley S. Shraiberg

Bshraiberg@furrandcohenpa.com

BSS/mam

H:\LIBRARY\Bankruptcy\iviewit.com 01-273\Correspondence\Client encl copy of depo not 081501.wpd

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA**

In re:

iviewit.com LLC

**Case No. 01-33407-BKC-SHF
Involuntary Chapter 11**

Debtor.

_____ /

RE-NOTICE OF DEPOSITION PURSUANT TO BANKRUPTCY RULE 7030

**To: Bradley Shraiberg, Esq.
Furr and Cohen, P.A.
1499 W. Palmetto Park Road
Suite 412
Boca Raton, Florida 33486**

PLEASE TAKE NOTICE that pursuant to Fed.R.Bankr.P. 7030 and Local Rule 7027-1, the undersigned attorneys shall take the deposition of:

- DEPONENT:** Iviewit.com, LLC ¹
- DATE/TIME:** August 17, 2001 at 10:00 a.m.
- LOCATION:** Furr and Cohen, P.A.
1499 W. Palmetto Park Road
Suite 412
Boca Raton, Florida 33486

[Handwritten initials]

upon oral examination before a Notary Public or any other officer authorized by law to take depositions in the State of Florida, who is not of counsel or attorney of the parties hereto, or interested in the event or the cause. The oral examination will continue from day to day until complete. This deposition is being taken for the purpose of discovery, for use at trial or any other purpose permitted under the rules of court.

¹ Designated Corporate Representative of Iviewit.com, LLC

CERTIFICATE OF ADMISSION AND SERVICE

I HEREBY CERTIFY that I am admitted to the Bar of the United States District Court for the Southern District of Florida and I am in compliance with the additional qualifications to practice in this court set forth in Local Rule 2090-1(A).

I HEREBY CERTIFY that a true and correct copy of the foregoing has been provided by U.S. Mail to Bradley Shraiberg, Esq., Furr and Cohen, P.A., 1499 W. Palmetto Park Road, Suite 412, Boca Raton, Florida 33486 this 14th day of August, 2001.

HOUSTON & SHAHADY, P.A.
Attorneys for Petitioning Creditors
316 Northeast Fourth Street
Fort Lauderdale, FL 33301
(954) 779-3800 Telephone
(954) 779-3808 Facsimile

By: 

Bart A. Houston, Esquire
Fla. Bar No. 623636

cc: Ouelette & Mauldin Court Reporters

LAW OFFICES

FURR AND COHEN, P.A.INTERSTATE PLAZA, SUITE 412
1499 WEST PALMETTO PARK ROAD
BOCA RATON, FLORIDA 33486

TELEPHONE (561) 395-0500

FAX (561) 338-7532

e-mail: thefirm@furrandcohenpa.com

CHARLES I. COHEN
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ROBERT C. FURR
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BUSINESS & CONSUMER JURISDICTION LAW
CIVIL TRIAL LAWYER

LISA J. CHAIKLIN AFLALO
ALVIN S. GOLDSTEIN
ALSO MEMBER OF NEW YORK BAR
LES OSBORNE
ALSO MEMBER OF NEW YORK BAR
BRADLEY S. SHRAIBERG

C. WILLIAM BERGER
OF COUNSEL
ALSO MEMBER OF PENNSYLVANIA BAR

August 10, 2001

By facsimile (954) 779-3808

Bart A. Houston, Esquire
Houston & Shahady, P.A.
316 N.E. Fourth Street
Fort Lauderdale, Florida 33301

Re: iviewit.com, LLC

Dear Bart:

For your information, my clients are available for deposition at the following times: August 17th in the morning, or any time on August 21st, 23rd or 24th.

If you have any questions, please feel free to call.

Very truly yours,

FURR AND COHEN, P.A.



Bradley S. Shraiberg

Bshraiberg@furrandcohenpa.com

BSS/mam

cc: iviewit.com, LLC by facsimile 999-8810

H:\LIBRARY\Bankruptcy\iviewit.com 01-273\Correspondence\Houston, Bart re depo dates 881001.wpd

INCIDENT/INVESTIGATION REPORT

Agency Name Boca Raton Police Department		Case# 2001-054580					
ORI 0500200		Date / Time Reported 06/20/2001 10:12 Wed					
Location of Incident 2255 W Glades Rd - STE 337 W, Boca Raton FL	Premise Type Commercial / Office	Last Known Secure 04/27/2001 10:12 Fri					
	Zone/Tract 41	At Found 05/18/2001 10:12 Fri					
#1 Crime Incident(s) Embezzlement EMB	(Com) Weapon / Tools NONE/NOT APPLICABLE	Activity					
#2 Crime Incident	Weapon / Tools	Activity					
#3 Crime Incident	Weapon / Tools	Activity					
MO Alarm/No Alarm, Method Of Entry/No Force, Object Of Entry/Office Equipment, Presence Of Victim/On Premises							
V # of Victims 1 Type BUSINESS Injury: 0 Domestic: N							
V1 Victim/Business Name (Last, First, Middle) VIEWIT.COM, INC.							
Victim of Crime #	DOB Age	Race Sex 21					
Relationship To Offender		Resident Status Resident					
Military Branch/Status							
Home Address 2255 W GLADES RD - 337W, Boca Raton, FL 33431-		Home Phone 561-999-8899					
Employer Name/Address		Business Phone					
VYR	Make Model Style Color	License VIN					
CODES: V - Victim (Denote V2, V3) O - Owner (if other than victim) R - Reporting Person (if other than victim)							
Type: INDIVIDUAL (NOT A LE OFFICER)							
Code Name (Last, First, Middle) CM KASSER, WILLIAM							
Victim of Crime #	DOB Age	Race Sex W M					
Relationship To Offender		Resident Status					
Military Branch/Status							
Home Address 991 NW 9th St Boca Raton, FL 33486		Home Phone 561-999-8899					
Employer Name/Address Viewit.com, Inc. 2255 W Glades Rd (CONTROLLER)		Business Phone 561-999-8899					
Type: INDIVIDUAL (NOT A LE OFFICER)							
Code Name (Last, First, Middle) SB REALE, MICHAEL							
Victim of Crime #	DOB Age	Race Sex W M					
Relationship To Offender		Resident Status					
Military Branch/Status							
Home Address 5304 Ventura Dr Delray Beach, FL 33484		Home Phone 561-499-8850					
Employer Name/Address		Business Phone					
1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown (*OL* = Recovered for Other Jurisdiction)							
V#	Code	Status	Value	QTY	Property Description	Make/Model	Serial Number
	00E	S	\$49,000.00	2	Computer Other	DELL	
Officer/ID# ULEOA, J. (TRAF) (4351)			Total Stolen Value: \$40,000.00				
Invest ID# MEYER, S. P. (ISD, ISD) (528)			Supervisor DIXON, C. (PATL, A2)				
Status	Complainant Signature		Case Status Exceptionally	Case Date 08/10/2001	Case Disposition Exceptionally Cleared	Case Date 08/10/2001	Page 1

INCIDENT DATA

VEHICLE

OTHERS

INVEST

PROPERTY

Incident Report Additional Name List

Boca Raton Police Department

OCA: 2001-054580

Additional Name List

NameCode/#	Name (Last, First, Middle)	Victim of Crime #	DOB	Age	Race	Sex
1) SB 2	UTLEY, BRIAN		10/27/1932	68	W	M
	Address 1930 Sw 8th St, Boca Raton, FL 33486-					
	Empl/Addr					
			H: 561-750-6876			
			B: 561-289-8145			

INCIDENT/INVESTIGATION REPORT

By PNEWELL, RECORDS3 02/27/2002

Page 2

Boca Raton Police Department

Case# 2001-054580

Status Codes 1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown

	UCR	Status	Quantity	Type Measure	Suspected Type	Up to 3 types of activity
D						
R						
U						
G						
S						

Assisting Officers

Suspect Hate / Bias Motivated: *None (No bias)*

N
A
R
R
A
T
I
V
E

WILLIAM KASSER OF IVIEWIT.COM ADVISED THAT 2 DELL MODIFIED COMPUTER/ENCODING MACHINES (MODEL AND SERIAL# UNKNOWN)(\$40,000.00), WERE STOLEN FROM THEIR BUSINESS BY THE COMPANYS EX-PRESIDENT AND V.P. OF OPERATIONS.

REPORTING OFFICER NARRATIVE

Boca Raton Police Department

OCA 2001-054580
Date / Time Reported Wed 06/20/2001 10:12

Victim
IVIEWIT.COM, INC.

Offense
EMBEZZLEMENT

Date / Time Reported
Wed 06/20/2001 10:12

ON 06-20-2001 I SPOKE WITH WILLIAM KASSER(CONTROLLER) OF IVIEWIT.COM BY TELEPHONE. KASSER STATED THAT ON 04-27-2001, THE EX-PRESIDENT(BRIAN UTLEY) AND THE V.P. OF OPERATIONS(MICHAEL REALE) FOR THEIR COMPANY, STOLE 2 DELL MODIFIED COMPUTER/ENCODING MACHINES(UNKNOWN MODEL & SERIAL #) THAT WERE VALUED AT \$40,000.00. THE COMPUTERS WERE NAMED "THE BOMBER" AND "THE NITRO".

KASSER ADVISED ME THAT THESE COMPUTERS WERE MODIFIED TO ENCODE VIDEOS AND HAD LARGER DISK DRIVES AND VIDEO ENCODING CARDS INSTALLED. THIS IS WHAT MADE THEM SO VALUABLE. THESE COMPUTERS GENERATED REVENUE FOR THE COMPANY.

KASSER ADVISED ME THAT THEIR COMPANY WAS CLOSING THEIR BOCA OFFICE AT 2255 W. GLADES ROAD AT THE END OF APRIL AND RELOCATING TO CALIFORNIA, AND UTLEY AND REALE WERE BEING TERMINATED AT THAT TIME. ON UTLEY'S LAST DAY, HE HAD ADVISED KASSER THAT HE WAS INTERESTED IN PURCHASING 2 STANDARD DESKTOP COMPUTERS FROM THEM FOR \$1,000.00 A PIECE. KASSER AGREED, UTLEY GAVE 2 SEPARATE CHECKS FOR \$1,000.00 A PIECE, AND AT THAT TIME ALL OF THE COMPUTERS WERE BEING BOXED UP TO BE RELOCATED TO CALIFORNIA.

KASSER STATED THAT REALE WAS SUPERVISING THE PACKING OF THE COMPUTERS AND KNEW EXACTLY WHAT CONTENTS WERE IN EACH BOX. ONCE THE BOXES WERE PACKED, REALE GAVE UTLEY THE OKAY TO TAKE 2 BOXES CONTAINING THE MOST VALUABLE COMPUTERS AND NOT THE BOXES WITH THE STANDARD COMPUTERS.

KASSER THEN STATED THAT HE HAD FOUND OUT APPROXIMATELY 3 WEEKS LATER, ONCE THE BOXES HAD ARRIVED IN CALIFORNIA, THAT THE MOST VALUABLE COMPUTERS WERE NOT DELIVERED. AT THAT TIME, KASSER THEN CONTACTED UTLEY AND UTLEY ADMITTED THAT HIMSELF AND REALE HAD TAKEN THE MOST VALUABLE COMPUTERS AND TOLD KASSER THAT THEY WERE ONLY WORTH \$1,000.00 A PIECE ANYWAY. UTLEY WAS ASKED TO RETURN THESE COMPUTERS AND TAKE THE CORRECT ONES AND HE REFUSED.

I THEN SPOKE WITH ROSS MILLER, WHO IS THE COMPANIES ATTORNEY, WHO ADVISED ME THAT REALE WAS IN CHARGE OF PACKAGING EACH COMPUTER AND WRONGFULLY AND INTENTIONALLY LET UTLEY TAKE THE MOST VALUABLE COMPUTERS, WITHOUT CONSENT FROM ANYONE ELSE IN THE COMPANY. ROSS ALSO CONFIRMED ALL OF THE ABOVE INFORMATION GIVEN BY KASSER. ROSS ADVISED ME THAT HE HAD BEEN TOLD BY SEVERAL 3RD PARTIES THAT REALE AND UTLEY ADMITTED TO HAVING THE ABOVE STATED EQUIPMENT AND ASKED 3RD PARTIES FOR ASSISTANCE IN OPERATING IT. ROSS HAS A SUSPICION THAT THE EQUIPMENT MAY BE USED TO START A BUSINESS FOR REALE AND UTLEY.

ON 06-20-2001 AT 12:28 HOURS, I CONTACTED UTLEY AT 561-750-6876, WHO ADVISED ME THAT HE DID HAVE THE EQUIPMENT, BUT ADVISED THAT THE DEAL WAS STRAIGHT FORWARD AND HE POINTED OUT TO KASSER EXACTLY WHAT COMPUTERS HE WOULD BE TAKING AND ALL WAS AGREED ON. UTLEY ADVISED THAT HE PAID \$1,000.00 PER COMPUTER AND THAT IT WAS A GENEROUS OFFER. UTLEY BELIEVES THAT KASSER MUST HAVE DECIDED AFTER THE FACT THAT HE DID NOT RECEIVE ENOUGH MONEY FOR THESE COMPUTERS AND IS EXAGGERATING ABOUT THEIR \$40,000.00 VALUE.

ON 06-20-2001 AT 13:00 HOURS, I SPOKE WITH REALE AT 561-499-8850, WHO ADVISED ME THAT HE DID NOT HAVE ANY INVOLVEMENT IN ANY COMPUTER THEFT. REALE ADVISED

REPORTING OFFICER NARRATIVE

Boca Raton Police Department

OCA 2001-054580
Date / Time Reported Wed 06/20/2001 10:12

Victim <i>VIEWIT.COM, INC.</i>	Offense <i>EMBEZZLEMENT</i>
-----------------------------------	--------------------------------

ME THAT UTLEY HAD POINTED OUT THE COMPUTERS THAT HE WAS GOING TO PURCHASE FOR \$1,000.00 EACH AND THAT IS WHAT WAS TAKEN WHEN THEY LEFT THE COMPANY. REALE STATED THAT PAYING \$1,000.00 FOR EACH OF THE COMPUTERS THAT THEY TOOK WAS A VERY GENEROUS OFFER, DUE TO THEIR AGE AND VINTAGE. REALE STATED THAT THE COMPUTERS HAD STANDARD HARDWARE, SO THE VALUE THAT WAS GIVEN BY KASSER WAS WAY ABOVE IT'S FAIR MARKET VALUE. REALE STATED THAT HE HAS MANY YEARS OF EXPERIENCE WITH COMPUTERS AND KNOWS WHAT THEY ARE WORTH. REALE FEELS THAT KASSER'S COMPLAINT IS MOTIVATED BY EMOTIONS AND NOT MONEY.

I ADVISED THE COMPLAINANT TO CONTACT THE P.D. IF THERE IS ANY ADDITIONAL INFORMATION, AND I WAS ASKED BY KASSER TO PLEASE HAVE SOMEONE CONTACT HIM REGARDING AN INVESTIGATION INTO THIS MATTER.

Incident Report Suspect List

Boca Raton Police Department

OCA: 2001-054580

1	Name (Last, First, Middle) <i>Utley, Brian</i>				Also Known As				Home Address <i>1930 SW 8TH ST BOCA RATON, FL 33486 561-750-6876</i>			
	Business Address <i>561-289-8145</i>											
DOB.	Age	Race	Sex	Hgt	Wgt	Hair	Eye	Scars, Marks, Tattoos, or other distinguishing features				
<i>10/27/1932</i>	<i>68</i>	<i>W</i>	<i>M</i>									
<i>Reported Suspect Detail</i>				Suspect Age		Race	Sex	Height		Weight	SSN <i>528-40-3812</i>	
Weapon, Type	Feature		Make		Model			Color	Caliber	Dir of Travel Mode of Travel		
VchYr/Make/Model			Drs	Style		Color		Lic/St		VIN		
Notes							Physical Char					

CASE SUPPLEMENTAL REPORT

Printed: 02/27/2002 10:35

NOT SUPERVISOR APPROVED

Boca Raton Police Department

OCA: 2001054580

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

Case Status: *Exceptionally Cleared*Offense: *EMBEZZLEMENT*Case Mng Status: *Exceptionally Cleared*Occured: *04/27/2001*

Investigator: *MEYER, S. P. (528)*Date / Time: *08/08/2001 16:17:26, Wednesday*Supervisor: *(0)*Supervisor Review Date / Time: *NOT REVIEWED*

Contact:

Reference: *Follow Up*

06/26/2001 at 14:00 hours I spoke to William Kasser concerning the theft of computers from Iviewit.Com. William Kasser, who is the Controller for Iviewit.Com, verified that all of the information on the original report was accurate. Kasser advised that the Ex-President of the Boca branch of Iviewit.Com, Brian Utley, stole two Hi-tech computers from the Company after he was terminated from his position.

Kasser found out that the hi-tech computers, the "Nitro" and the "Bomber", were missing when he received a phone call from Eliot Bernstien in California. Kasser was told later by Michael Reale that Brian Utley had the Bomber and the Nitro. Kasser feels that Reale assisted Utley in stealing the computers from the Company when he was packaging the computers.

When Kasser called Utley Kasser asked Utley if he had the bomber and the Nitro. Utley told Kasser that he had the Nitro and Bomber and that he legally purchased the computers from the company for \$1000.00 each. Kasser was present when Utley asked Ross Miller if he could purchase two of the computers from the Company for \$1,000.00 each. Kasser told Utley that the deal was for two of the generic computers, not the Nitro and the Bomber. Kasser told me that Utley knew that the Nitro and the Bomber were worth \$40,000.00. Utley told Kasser that he was not going to return the computers to the Company.

06/27/2001 at 10:30 hours I went to Iviewit.Com and I spoke to Ross Miller concerning this case. According to Miller, Utley approached him on May 3rd while Utley was cleaning out his office. Utley asked Miller if he could purchase his desktop computer and another generic computer from the business. Miller pointed to the generic computers in the general office area and he stated, "your computer and one of those computers". Utley confirmed that he wanted to purchase his office computer and one of the computers Miller was pointing to.

Miller told me that there was no way that Utley could have confused the Bomber and Nitro for two of the generic computers. First of all, the generic computers were still not boxed and sitting on the desks in the general area of the business. The Bomber and Nitro were already boxed and sitting in the hi-tech room, which is separate from the general office area. Second of all, Utley knows that the Bomber and the Nitro are the two most hi-tech computers in the business. Being President of the Company Utley knew that the computers were worth \$40,000.00. Even if Utley grabbed the wrong computers from the Company he was well aware of what he had when he opened the boxes.

06/29/2001 at 11:30 A.M. Detective Ganci and I drove to Utley's house, which is located at 1930 SW 8th Street in Boca Raton. According to Utley he had possession of the Nitro and the Bomber. Utley told me that he purchased the computers from Ross Miller for \$1,000.00 each. Utley told me that the Nitro and the Bomber were only worth \$1,000.00 each. Utley told me that the software on the Bomber and the Nitro was outdated and no longer worth \$40,000.00. Utley told me that the software on the computer might have been worth \$40,000.00 at one point.

When I asked Utley where the computers were he told me that they were out of the state. Utley then stated, "if the Company gives me \$40,000.00 for the computers I will subtract that from the lawsuit I am filing against them". I told Utley that I would be filing charges against him for grand theft if he did not return the computers to Miller or Kasser. Utley told me that he would speak to his lawyer and then called me with his decision.

CASE SUPPLEMENTAL REPORT

Printed: 02/27/2002 10:35

*NOT SUPERVISOR APPROVED**Boca Raton Police Department*OCA: **2001054580**

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

Case Status: *Exceptionally Cleared*Offense: *EMBEZZLEMENT*Case Mng Status: *Exceptionally Cleared*Occured: *04/27/2001*

07/02/2001 at 08:30 hours I called Utley's Attorney, Bart Houston, after hearing a message on my answering machine from Houston. Houston told me that Utley agreed to return the Bomber and Nitro to Ivieit.Com. Arrangements were made to have Utley bring the computers to the Police Department and give them to William Kasser on 07/13/2001 at 09:30 hours.

07/02/2001 09:45 hours I advised Kasser to come to the Police Department on 07/13/2001 at 09:30 hours to receive the computers from Utley.

07/13/2001 at 09:30 hours I met Kasser and Utley and at the Police Department for the return of the computers. Kasser handed Utley a check for \$2,000.00 and Utley gave Kasser the Bomber and the Nitro. When Utley returned the computers he did not return the monitors. Utley agreed to send Kasser a check for \$200.00 in the mail for the computer monitors.

Because Utley returned the computers Kasser told me that his Company no longer wanted to press charges against Utley for the theft of the computers. Kasser signed a refusal to prosecute form, which was turned in with the file. Written statements from Kasser and Miller were put into evidence at the Police Department.

Robert

Turn & Cohen

12 July 01

- Brod & Schaiberg -

- Insiders not qualified as petitioners.

- Check if bldg lease is LLC

- Find out which Bills are on LLC -

- Check out who is on Business License -

- Need to get corporate structure (officers) may be outside DAO policy -

- Need Direction → Board Meeting → Talk to Crossborn to take us into bankruptcy -

- \$100,000 - fees for bankruptcy -

Recommend that we convert to Chapter 11 -

(2)

File an answer - to preclude
action

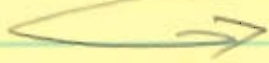
Get copies of ~~EP~~ Employment
~~to~~ for Robert Turr _____

- Existence of prior deferral -
when said & what
triggered -

- Ask cronban about ~~past~~ prior
deferred program - need
notes, etc. -

- Misconduct while employed -

- Things they have done after
their employment terminated



Will contact bankruptcy counsel
when he gets back to
office -

10 JUL 01

Ben Zukerman -

Less than 12 creditors
any individual may
bring an invol -
small

look
for

assignment from LLC -

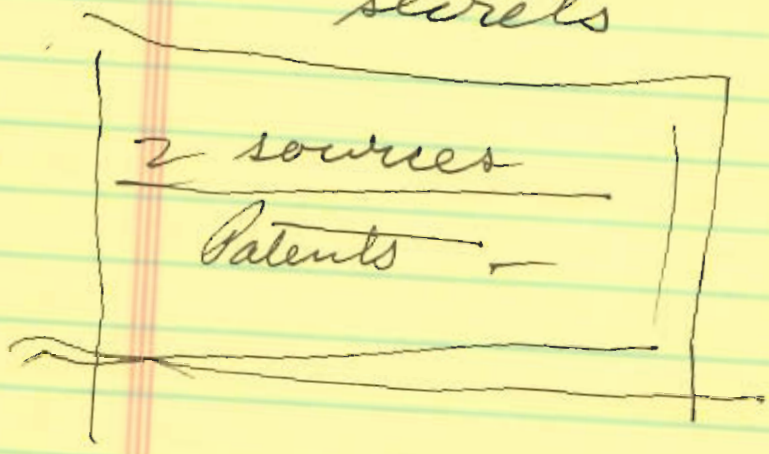
check Ryan Houston - where
is he a creditor - blew
- can, do -
may have taken patent -
"already overpaid" -
work not special -

"that has been contacted
by former officers" -

wrongful involuntary may result in
punitive damages to filers -

- Explain why each creditor is not valid - is attempt at blackmail -

- Misappropriation of trade secrets



→ Look at LLC to verify if single member
 single member "invent LLC" Eliot & hi are Managers

Have to defend by 17th
 not 3 creditors
 nor singleton not under -
 - can ask court to obtain in presence of a state action
 interests at state level

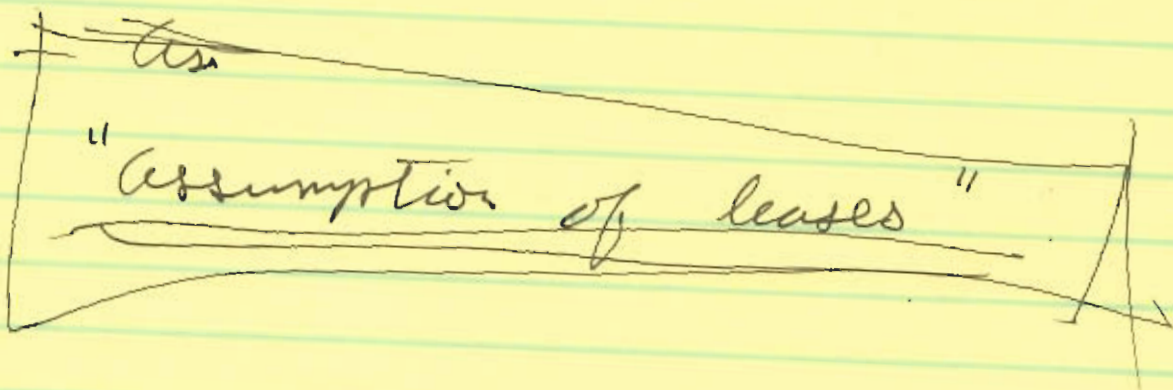
→ Should we register with California -

- Bring lawsuit to
dispute Brian's claim -

Create a management
before responding -

Crossbar may have
an advantage in
foreclosing -

- ~~the~~ Need ~~for~~ formal structure to show normal commercial relationships -



Need Bankruptcy Atty -

Bring lawsuit against the three

- Trade Secretion

- ~~the~~

- Gen Mismanagement

- Rec that they were terminated for cause

File before answer to Bankruptcy

- Brad Schweiberg
Term Cohen -

- Will they seek damages for
bad filings - ??

- Will Crossbow Guarantee the
cost of litigation - ???

- still need substantial retainer

1) Police Report -

2) Letter -

3) Outline of Allegations -

(6)

- Talk to New Jersey
People

→ also Bruce Proton →

188

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

PROSKAUER ROSE LLP

Date January 18, 2002

Client-Matter 6143.60145.255

Fax Transmittal

Total Pages (including Cover) 5

From Christopher Prusaski

Sender's Room Number

Sender's Voice Number 561.995.4767

Main Fax Operator

561.241.7400

To Spencer M. Sax

Fax No.

994.4985

Company Sachs, Sax & Klein, P.A.

Voice No.

994.4499

Message

Plaintiff's Second Request for Production of Documents

Confidentiality Note: This message is confidential and intended only for the use of the addressee(s) named above. It may contain legally privileged material. Dissemination, distribution or copying of this message, other than by such addressee(s), is strictly prohibited. If you have received this message in error, please immediately notify us by telephone and return the original to us at the address above. We will reimburse you for the cost of the telephone call and postage. Thank you.

HOUSTON & SHAHADY, P.A.

316 Northeast Fourth Street
Fort Lauderdale, Florida 33301

Bart A. Houston, Esq.
bhouston@houstonshahady.com

Telephone (954) 779-3800
Facsimile (954) 779-3808

June 27, 2001

BY FACSIMILE & U.S. MAIL

Ben Zuckerman, Esq.
Sachs, Sax & Klein, P.A.
P.O. Box 810037
Boca Raton, Florida 33481-0037

Re: *Iviewit.com, LLC*
Involuntary Chapter 11

Dear Mr. Zuckerman:

As you know, this law firm represents Raymond T. Hersh, Brian Utley and Michael Reale (collectively the "Petitioning Creditors") in connection with the filing and prosecution of an involuntary bankruptcy case against Iviewit.com, LLC ("Iviewit"). On behalf of the Petitioning Creditors, I sent correspondence to Iviewit advising that an involuntary petition was being considered. Shortly thereafter, I was contacted by your office and advised that your law firm would be representing Iviewit in connection with the contents of my June 6, 2001 letter. Additionally, your law firm requested that I allow an extension of time within which to respond to the June 6, 2001 letter. In an effort to understand and be advised of Iviewit's position as to the claims by the Petitioning Creditors, both the Petitioning Creditors and I concurred that an extension of time would be appropriate. However, the extension of time was conditioned upon the response being received no later than Friday, June 22, 2001. That date was selected based upon my return from being out of town on a ten day vacation. Upon my return from vacation, I discovered that no response had been forthcoming from Iviewit or your firm and on Monday, June 25, 2001 I contacted your law firm to determine whether the response had been sent. Your assistant indicated that the response had not been sent and that you were unavailable due to your participation in a mediation and that the response would be forthcoming in the future.

Unfortunately, this type of delay has been the "rule rather than the exception" in the dealings between the Petitioning Creditors and Iviewit. At this point, Iviewit has been given

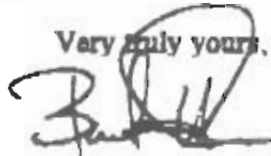
West Palm Beach Affiliate Office: Houston, Shahady, Palen & Hochberg, LLP
606 North Olive Avenue • West Palm Beach, Florida • Telephone 561.832.6266 • Facsimile 561.832.4504

Ben Zuckerman, Esq.
June 27, 2001
Page Two

numerous opportunities to express concerns disputes or objections to the claims asserted by the Petitioning Creditors; yet, to date no such expression has been forthcoming. Accordingly, on Tuesday, June 26, 2001 the Petitioning Creditors filed the Involuntary Petition in the Bankruptcy Court for the Southern District of Florida (West Palm Beach Division). A copy of the Petition is enclosed for your consideration.

Unfortunately, due to the experiences of the Petitioning Creditors in connection with Iviewit, this office will not be in a position to grant any further extensions for pleadings in connection with the Bankruptcy Case.

Very truly yours,



Bart A. Houston

BAH/cm
cc: Raymond T. Hersh
Brian Utley
Michael Reale

April 27, 2001

To: Ross Miller

From: Raymond T. Hersh

Among the various types of obligations that the Company maintains are two categories of employee responsibilities: Deferred Salaries and Employment Contracts. Attached is a Deferred Salary Schedule, which is up to date through today, ASSUMING employees are paid in accordance with the percentage deferrals in place since early February. As I have already advised you, if additional funds are not received from Crossbow today, or if we do not collect additional funds from Receivables, which I have been working on, we will not have the ability to meet this week's complete payroll for Boca Raton employees who have been or are being terminated. While you are the lawyer in this mix and I am not presuming any such role, it would appear to me that you would wish to avoid Labor Department issues here!

Please also recall that I have been able to make no provision for Los Angeles personnel payroll at all for today.

Additionally, there are five people to whom the Company has contract obligations. They are:

Brian Utley – Contract Attached	Due (a/o 4/27/01) = \$317,308
Maurice Buchsbaum – Contract Attached (as amended 1/02/01)	Due (a/o 4/27/01) = \$228,462
Raymond T. Hersh – Contract Attached	Due (a/o 4/27/01) = \$62,500
Michael Reale – Letter Attached	Due (a/o 4/27/01) = \$41,250
Guy Iantoni -- Letter Attached	Due (a/o 4/13/01) = <u>\$15,625</u>
TOTAL	\$665,145

I am aware that some of these individuals have engaged counsel.

In two cases (Maurice Buchsbaum and Raymond Hersh), the Company is obligated to continue health benefits for the employee and family.

I believe you should also be aware that, to my knowledge, none of the Officers in Boca Raton has been formally terminated.



Raymond T. Hersh

cc Brian Utley, President

Atts.

Pay Period Ending	February		March		April		Total to Date
	2/16/01 Adjustments	3/2/01	3/16/01	3/30/01 Adjustments	4/13/01	4/27/01 Adjustments	
Eliot Bornstein	3,461.54	3,461.54	3,461.54	3,461.54	3,461.54		5,566.63
Maurice Buchsbaum	3,461.54	3,461.54	3,461.54	3,461.54	3,461.54	10,384.62	31,153.86
Raymond Hersh	2,403.84	2,403.84	2,403.84	2,403.84	2,403.84	7,211.52	25,634.56
Mike Reale	2,403.84	2,403.84	2,403.84	2,403.84	2,403.84	1,923.04	13,942.24
Redjem Bouhinguel	638.46	638.46	638.46	638.46	638.46	127.70	3,320.00
Linda Sherwin	615.38	615.38	615.38	615.38	615.38	123.08	3,199.98
Brian Utley	2,894.62	2,894.62	6,730.76	6,730.76	6,730.76	19,230.76	51,923.04
Deferred per Pay - Boca	15,869.22	15,869.22	19,715.36	19,715.36	19,715.36	14,769.96	134,740.31
Taxes on Deferred Pay - Boca	1,214.00	1,214.00	1,508.23	1,508.23	1,508.23	1,129.90	8,082.57
Total Expense - Boca	17,083.22	17,083.22	21,223.59	21,223.59	21,223.59	15,899.86	142,822.88
Steve Sklar	615.38	615.38	615.38	615.38	615.38		3,076.92
Deferred per Pay - Calif.	615.38	615.38	615.38	615.38	615.38		3,076.92
Taxes on Deferred Pay - Calif.	47.08	47.08	47.08	47.08	47.08		235.38
Total Expense - Calif	662.46	662.46	662.46	662.46	662.46	-	3,312.30
Total Deferred Pay	16,484.60	16,484.60	20,330.74	20,330.74	20,330.74	14,769.96	137,817.23
Total Deferred Payroll Taxes	1,261.07	1,261.07	1,555.30	1,555.30	1,555.30	1,129.90	8,317.95
Total Expense	17,745.68	17,745.68	21,886.05	21,886.05	21,886.05	15,899.86	146,135.18
Total Month	8,803.93		62,718.45				74,512.81
Year To Date	8,803.93		71,522.37				146,135.18

A. Amounts Advanced

Eliot's Rent 1st Payment
March, 2001
Total Amounts Advanced

B. Includes \$4,000 in addition to deferred salaries. That amount represents deferred consulting fees.

C. Effective 3/3/01 Brian Utley's Salary was increased to \$250,000 per year. The entire amount, per pay, of the increase was added to the amount deferred

D. Vacation:
Maurice Buchsbaum - 3 weeks
Raymond Hersh - 3 weeks
Brian Utley - 4 weeks

January 2, 2001

Letter Amendment to Employment Agreement dated July 1, 2000 between Maurice R. Buchsbaum ("Employee") residing at 20805 Cipres Way, Boca Raton, Florida 33433 and Iviewit.com, Inc. ("Employer"), a Florida Corporation with principal offices located at 2255 Glades Road, Suite #337W, Boca Raton, Florida 33431, in Palm Beach County.

This amends the aforementioned Employment Agreement only with respect to the following terms and conditions, and in no way modifies or changes any other terms or conditions of the original Agreement dated July 1, 2000 between the parties.

1. Emerald Capital Partners, Inc. ("ECPI") by mutual agreement with Iviewit Holdings, Inc. terminated the one year Agreement between Emerald Capital Partners, Inc. and Iviewit Holdings, Inc. dated in December 1999 in December 2000 by reason of expiration that removes any further fee obligations due to ECPI prior thereto and hereafter, specifically subject to any fees including cash portions and/or warrant portions for any transactions between Iviewit, and its subsidiaries and others introduced by ECPI to Iviewit. Notwithstanding the above, Iviewit acknowledges an **additional obligation** ("Obligation") to Mr. Buchsbaum of \$5000 per month through April 30, 2001 and \$6000 per month thereafter through July 31, 2002 being paid as an additional portion of his monthly salary as stated in the original Employment Agreement. Therefore, his salary From July 1, 2001 until April 30, 2001 has been increased to \$15,000 per month, and from May 1, 2001 through July 31, 2002 will be increased to \$16,000 per month accordingly. Should there be a termination of the employment of Mr. Buchsbaum subject to the Employment Agreement dated July 1, 2000 with Iviewit, the balance of the additional Obligation described above shall remain an obligation to Mr. Buchsbaum by Iviewit, such payment terms to be mutually agreed to upon such termination by both parties and payment made to Mr. Buchsbaum within a reasonable time period thereafter.
2. Mr. Buchsbaum shall retain the new title of Executive Vice President for Corporate Development and Director of Iviewit.
3. The term of the Employment Agreement shall be through July 31, 2002 unless otherwise terminated under section 10 of the original Employment Agreement.
4. Due to Mr. Buchsbaum's new position assumed, the original warrant certificate granted under the Compensation section of the original Employment Agreement, Section 3, Part D. for 1250 class B Common Shares shall be immediately replaced by a new warrant certificate for 1930 class B Common Shares at an exercise price based upon the most recent transactions in Iviewit shares on December 13, 2000 and the new exercise price shall be thirty six dollars and twenty two cents per share (\$36.22) for the period of the warrant agreement, exercisable beginning January 2

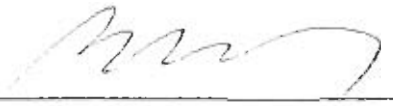
2001 until January 2, 2006. All other warrant conditions shall remain the same as in the original warrant agreement.

5. Should there be any transaction including a financing provided by or through Wachovia Securities, Inc. or its subsidiaries or affiliates to Iviewit Holdings, Inc. or its subsidiaries or affiliates that occurs within the period of this Employment Agreement through July 31, 2002, Iviewit shall immediately upon the closing pay Mr. Buchsbaum a cash amount equal to two (2) percent of the gross transaction/s as an additional employment bonus for his endeavors with Wachovia on behalf of Iviewit.

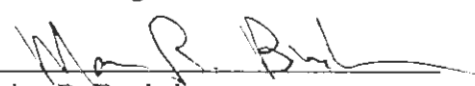
In the past, it has occurred on occasion that portions of salaries for senior executives of Iviewit have been "deferred" to accommodate temporarily the limited availability of cash resources in the Company. The Company has always brought current any such deferred salaries for its executives. Therefore, any salary deferrals under this Employment Agreement it is understood shall be considered as temporary in nature, and Iviewit will remain obligated for such deferred salary amounts to be brought current within a reasonable time period after such deferral occurs.

Dated and agreed upon on January 2, 2001.

Agreed to as of the above date.



Brian G. Utley
President
Iviewit Holdings, Inc.



Maurice R. Buchsbaum
Employee



Employment Agreement 7/27/2000

This agreement is entered into between iviewit.com, Inc. (the “Employer”) and Guy T. Iantoni (the “Employee). In mutual consideration of the Employee’s employment, the expenditures made by the Employer in developing confidential information and trade secrets, giving the Employee access to the Employer’s confidential information, and other terms and conditions set forth herein, the Employer and the Employee agree as follows:

- 1) **Employment.** The Employer hereby employs and/or continues to employ the Employee hereby accepts or continues to accept employment upon the terms and conditions set forth below.
- 2) **Term.** This agreement shall remain in full force and effect as long as the employment of the Employee by the Employer continues, and for such additional time thereafter as is necessary to assure compliance with the provisions of this Agreement which are binding after the termination of the Employee’s employment. It is mutually agreed that the terms of this Agreement shall remain in full force unless agreed upon by both the Employer and the Employee. The employment of Employee by the Employer may be terminated by either party with a minimum 60-day notice unless a breach of employment terms is acted by the Employee, which would result in the Employer having the right to immediate Employee termination.
- 3) **Duties.** The Employee is engaged to perform such acts as are critical to the Business Development , Sales, Marketing, and Project Management of a multimedia Internet technology firm. Upon execution of this agreement the Employee will become a VP of the Employer with all rights and benefits thereof. The precise services of the Employee may be extended or curtailed, from time to time, at the discretion of the Employer. In the performance of all the Employee’s duties, the Employee agrees to abide by all rules, policies, practices and standards of performance and quality that have been and/or may be established by the Employer.
- 4) **Compensation.** The Employee will be compensated at an annual level of \$ 125,000.00 with the first payment starting at the Employer’s 1st customary monthly pay period as soon as the Employer attains \$1,000,000 in capital funding after 7/27/2000. The Employee and Employer will establish metrics and goals for payment of commissions and or bonuses. The Employee will also be eligible for additional equity stock options to be negotiated by both parties with a minimum option grant not less than a VP employed as of 7/27/2000.

- 5) Disclosure of Information. The employee recognizes and acknowledges that the Employer has through the expenditure of substantial time, effort and money, developed and acquired certain confidential information and trade secrets which are of great value to the Employer in its operations. Employee further acknowledges and understands that in the course of performing his duties for Employer, will receive training and experience and have access to the trade secrets and confidential information of the Employer. Employee agrees that he will not make any independent use of, publish or disclose, or authorize anyone to publish or disclose to any other person or organization any of the Employer's trade secrets and confidential information.
- 6) Non-Solicitation Covenant. This Employee shall not solicit for business any candidate or client of iviewit.com, Inc. nor will the Employee solicit any current employee of the Employer for a period of one year after Employee termination.
- 7) Entire Agreement. This instrument contains the entire agreement of the parties on the matters contained herein. It may not be changed orally but only in writing by an amendment signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the Employer and Employee have executed this Agreement on this ____ day of _____, 2000.

Employer

iviewit.com, Inc.

By: _____

Title: President

Employee

Guy T. Iantoni

LAW OFFICES

FURR AND COHEN, P.A.INTERSTATE PLAZA, SUITE 412
1499 WEST PALMETTO PARK ROAD
BOCA RATON, FLORIDA 33486

TELEPHONE (561) 395-0800

FAX (561) 338-7532

e-mail: thefirm@furrandcohenpa.comCHARLES I. COHEN
ALSO MEMBER OF OHIO BAR
ROBERT C. FURR
ALSO MEMBER OF GEORGIA BAR
BOARD CERTIFIED
BUSINESS & CONSUMER BANKRUPTCY LAW
CIVIL TRIAL LAWYERLISA J. CHAIKLIN AFLALO
ALVIN S. GOLDSTEIN
ALSO MEMBER OF NEW YORK BAR
LES OSBORNE
ALSO MEMBER OF NEW YORK BAR
BRADLEY S. SHRAIBERGC. WILLIAM BERGER
OF COUNSEL
ALSO MEMBER OF PENNSYLVANIA BAR

July 23, 2001

By facsimile 999-8810Mr. Ross Miller
iviewit.com, Inc.
2255 Glades Road
Boca Raton, Florida 33431

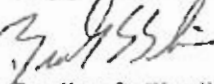
Re: iviewit.com, I.I.C

Dear Ross:

At your convenient, please provide me with a list of iviewit.com, LLC's creditors. Pursuant to the Bankruptcy Code, we must provide the petitioners with this list as soon as possible. If you have any questions, please feel free to call.

Very truly yours,

FURR AND COHEN, P.A.



Bradley S. Shraiberg

Bshraiberg@furrandcohenpa.com

BSS/nam

SACHS SAX & KLEIN, P.A.
Northern Trust Plaza
301 Yamato Road, Suite 4150
Boca Raton, Florida 33431
(561) 994-4499 - Telephone
(561) 994-4985 - Facsimile

FACSIMILE TRANSMITTAL SHEET

DATE: June 20, 2001

TO: Ross Miller

FAX NO.: 561-999--8810

PHONE NO.:

FROM: P. Benjamin Zuckerman, Esq.

RE: lviewit.com, Inc.

NUMBER OF PAGES IN TRANSMITTAL (INCLUDING THIS PAGE) 4

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SACHS, SAX & KLEIN, P.A.

ATTORNEYS AT LAW

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P. BENJAMIN ZUCKERMAN, ESQ.
e-mail: pzb@sachs-sax-klein.com

*Also admitted in Maine and South Carolina

June 19, 2001

Bart A. Houston, Esquire
Houston & Shahady, P.A.
316 Northeast 4th Street
Ft. Lauderdale, Florida 33301

**Re: IViewit Holdings, Inc. and IViewit.com, Inc.
Claims of Brian G. Utley, Raymond P. Hersh & Michael G. Reale
Our File Number: 3752.01**

Dear Mr. Houston:

We have been retained by Iviewit Holdings, Inc. and its affiliated companies in connection with the disputes that exist by and between those entities and your clients, Brian G. Utley, Raymond T. Hersh and Michael G. Reale, former officers of those companies, including with respect to their claims for deferred compensation and contractual severance payments as set forth in your June 6, 2001 letter. This letter is intended to reply to your June 6, 2001 letter.

As more fully set forth below, our clients do not believe Messrs. Utley, Hersh and Reale have any current legitimate claim, either for deferred compensation or for severance benefits. Moreover, given the current precarious nature of negotiations for fully implementing the operating company's business on the West Coast of the United States, we believe any improper effort to put pressure on the Iviewit Companies through an involuntary bankruptcy filing or filings or otherwise would cause grave implications to befall your clients for implementing wrongful involuntary proceedings under bankruptcy law.

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Iviewit Technologies, Inc.

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do I want to pay him? B. H.

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Sincerely yours,

SACHS, SAX & KLLIN, P.A.

Benjamin Zuckerman

SACHS, SAX & KLEIN, P.A.

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P. BENJAMIN ZUCKERMAN, ESQ.
e-mail: pbz@sachs-sax-klein.com

*Also admitted in Maine and South Carolina

994-4499

Bart A. Houston, Esquire
Houston & Shahady, P.A.
316 Northeast 4th Street
Ft. Lauderdale, Florida 33301

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Claims of Brian G. Utley, Raymond P. Hersh & Michael G. Reale
Our File Number: 3752.01**

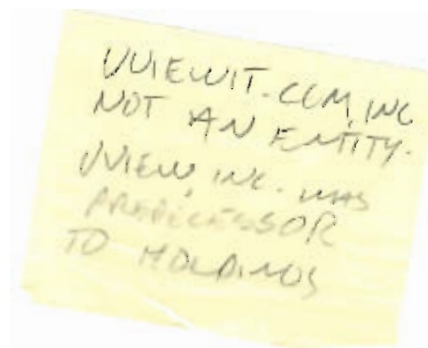
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10/3/01

Bart A. Houston, Esquire
June 18, 2001
Page 2



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Date:

Bart A. Houston, Esquire
June 18, 2001
Page 3

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Bart A. Houston, Esquire
June 18, 2001
Page 4

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GOLDSTEIN LEVIN
PREPARED STATEMENTS
BASED ON INFO.
PROVIDED BY RAY.

Bart A. Houston, Esquire
June 18, 2001
Page 5

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PACKED SO THAT
BRIAN COULD
TAKE THEM.

Bart A. Houston, Esquire
June 18, 2001
Page 6

Sincerely yours,

SACHS, SAX & KLEIN, P.A.

P. Benjamin Zuckerman

/ja

cc: Ross Miller
Spencer M. Sax, Esquire

SACHS SAX & KLEIN, P.A.
Northern Trust Plaza
301 Yamato Road, Suite 4150
Boca Raton, Florida 33431
(561) 994-4499 - Telephone
(561) 994-4985 - Facsimile

FACSIMILE TRANSMITTAL SHEET

DATE: June 20, 2001

TO: Ross Miller

FAX NO.: 561-999-8810

PHONE NO.:

FROM: P. Benjamin Zuckerman, Esq.

RE: Iviewit.com, Inc.

NUMBER OF PAGES IN TRANSMITTAL (INCLUDING THIS PAGE) 4**MESSAGE:**

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BOCA RATON, FLORIDA 33481-0037P BENJAMIN ZUCKERMAN, ESQ.*
e-mail: pbz@sachs-sax-klein.com

*Also admitted in Maine and South Carolina

June 19, 2001

Bart A. Houston, Esquire
Houston & Shahady, P.A.
316 Northeast 4th Street
Ft. Lauderdale, Florida 33301**Re: IViewit Holdings, Inc. and IViewit.com, Inc.
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Bart A. Houston, Esquire
June 18, 2001
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Bart A. Houston, Esquire
June 18, 2001
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Sincerely yours,

SACHS, SAX & KLEIN, P.A.

P. Benjamin Zuckerman

/ja



Fax

To: MISTY

Fax:

Phone:

From: BILL KASSER

Pages: 6

Date: 8/13/01

Urgent Fax Review Comment Please Reply Please Recycle

Document(s)

HERE ARE A FORM W-2 AND AN
INSURANCE ENROLLMENT FORM.
PLEASE COMPLETE AND RETURN TO
ME

BILL

25.0 hrs

ployed accounts.

7.0 hrs

1.0 hrs

6.0 hrs

.5 hrs

.5 hrs

6.0 hrs

1.0 hrs

.25 hrs

1.75 hrs

53 hrs

178267

$$53 \text{ @ } 28.85 = 1,529.05$$

Week of April 30th-May 4th

shipping prep of servers, Tape backups, shut down servers, DNS reassignment, account deactivization of non-em

May 14th Exchange 2000 install conference call

May 15th follow up call

May 17th DNS conference call Winstar

May 24th conference call Steve

May 25th conference call Tony

June 5th security testing

June 6th follow up security testing

June 14th Bill passwords

June 15th document preparation info request

Total

Laptop reference: See police burglary report dated 5/22/01 with Palm Beach Co. Sheriffs office case report #01-C

M41F-026

1167 OXFORD CT.
HIGHLAND PARK IL
60035

5/21/01

Wired borrowed ce

STANK - 586 6162

CT RAY -
689-3000
CASE #
01078267

SET ALL FOR 8/10/01
PM

- 1) Deposition of the Records
Custodian 8/7/01 8/8/01 - amended to
- 2) Deposition of " Designated Corporate
Representative of Invent-Com FHL
- 3) Interrogatories 30 days from
date of service - 8/24/01 -

THE
INSURANCE
DESIGN GROUP

Estate Tax Planning and Business Fringe Benefit Planning

FACSIMILE TRANSMITTAL SHEET

TO: <i>Bill Kasser</i>	FROM: <i>Elizabeth Dyball</i>
COMPANY: <i>viewit.com</i>	DATE: <i>8/13/01</i>
FAX NUMBER: <i>999-8810</i>	TOTAL NO. OF PAGES INCLUDING COVER: <i>4</i>
PHONE NUMBER:	

RE:

- URGENT
 FOR REVIEW
 PLEASE COMMENT
 PLEASE REPLY
 PLEASE PROCESS

As requested

From: Tony Frenden
To: Bill Kasser
Cc:
Subject: RE: Encoding Machines
Attachments:

Sent: Thu 7/19/2001 1:39 AM

Bill,

Both machines were accessed, and used during the time they weren't in our hands. On the Bomber, I didn't find any streaming media files, but it was indicated that the encoding software (to create streaming files) had been used frequently. On the Nitro, I have not yet searched for streaming files, but I did find many images that pertain to the InternetTrane product. These images were to appear as pages within InternetTrane's software. These files were created by someone using the Nitro in early June.

It was shown that both machines were part of a network environment together, while in our absence. The drives of each computer was 'shared' or accessible to the other computer. Bomber's drive was called 'Production', while the Nitro was named "Video". Furthermore, the Bomber recieved an upgrade of its 'operating system' (from Windows NT to Windows 2000) to facilitate its network environment. I don't believe the Windows 2000 upgrade to be legitimate.

A side note reveals that both computers had pirated software installed on them in June or July, and files resulting from them were created as late as July 11, 2001.

If you require further details, let me know

Tony Frenden

-----Original Message-----

From: Bill Kasser [mailto:bill@iviewit.com]
Sent: Tuesday, July 17, 2001 8:55 AM
To: Tony Frenden
Subject: Encoding Machines

How are the Bomber & Nitro? Did Brian do any damage? Did he leave a record of what he did?

Bill

- ABOUT US -

Welcome to iviewit.com! In this section of our site, discover how we deliver the web's best multimedia experience by reading our [vision statement](#). Or become acquainted with the many people of [iviewit.com LLC™](#) under the [People](#) section.

Mailing Address:

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

Contact Information:

Email: viewmaster@iviewit.com
Toll Free: 877- 484- 8444
Voice: 561- 999- 8899
Fax: 561- 999- 8810

Look up another domain name using WHOIS:

To look up a NIC handle, host name, or registrant, use the **keywords** below:

- To search by [NIC handle](#) (or [contact](#)), type "handle WA3509"
- To search by [name](#), type "name lastname, firstname"
- To search by [company name](#), type "name The Sample Corporation"
- To search by [domain name](#), type "example.com"
- To search by [IP address](#), type "host 121.23.2.7"
- To search by [host](#) or [nameserver](#) name, type "host ns1.worldnic.com"

For advanced WHOIS search instructions please see our [WHOIS Help](#).

Use IdNames' services [register your name](#) in more than 50 countries.

[Build a unique, professional Web site for your business. It's easy.](#)



MyComputer.com



[Tools to power your eBusiness](#)

Stats, Counters, Guestbooks, Message Boards, Search Engine Submission.

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[MAKE CHANGES](#)

[PRODUCTS & SERVICES](#)

[SUPPORT](#)

[ABOUT](#)

Questions? [Contact Us](#).

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Please read our [Disclaimer](#).


[> HOME](#)
[> MAKE CHANGES](#)
[> PRODUCTS & SERVICES](#)
[> SITE MAP](#)
[> HELP](#)


WHOIS

[> Back to Home Page](#)

Amazing Offer from Addr.com!

Get 6 months **FREE** web hosting from Addr.com! [GO!](#)

WHOIS Lookup
Sponsored by:



Advanced Hosts File

[G](#) [Make an offer](#) to get this domain

Registrant:

Cyberfyds ([IVIEWIT-DOM](#))
505 N. Brand Blvd. Suite 1420
Glendale, CA 91203
US

Domain Name: [IVIEWIT.COM](#)

Administrative Contact, Billing Contact:

Bernstein, Eliot ([EBL244](#)) [iviewit@HOTMAIL.COM](#)
Iviewit.com
505 N. Brand Blvd Suite 1420
Glendale, CA 91203
US
310-265-1730 818-545-1440

Technical Contact:

DNS-Admin ([WI1362-ORG](#)) [dns@WINSTAR.NET](#)
WinStar
1250 S. Creasy Lane
Lafayette, IN 47905
US
765-449-4000
Fax- 765-449-4190

Record last updated on 07-May-2001.
Record expires on 16-Nov-2001.
Record created on 16-Nov-1998.
Database last updated on 30-Jul-2001 23:27:00 EDT.

Domain servers in listed order:

NS1.WINSTAR.NET	63.140.240.254
NS2.WINSTAR.NET	207.98.129.134

175 Clarks Road
Suite 207 West
Essex Fells, NJ 08431
Tel: 201-495-8200
http://www.iviewit.com



Fax

To: PAUL GOETZ From: BILL KASSER
Fax: 213-534-6701 Pages: 2
Phone: Date: 18 JULY 01
Re: CC:
 Urgent For Review Please Comment Please Reply Please Recycle

HERE IS A COPY OF THE CHECK
THAT HAS BEEN SENT OUT FOR
SIGNATURE -



Fax

LOMA MOSS

From: BILL KASSER

561-620-5720

Pages: 1

7/18/01

Review | Print | Please Reply | Please Recycle

PLEASE PROCESS THE FOLLOWING WIRE TRANSFER
AMOUNT: \$ 2,968.33

TO: BANKERS TRUST COMPANY, NEW YORK

ABA # 021001033

FOR CREDIT TO THE ACCOUNT OF ADP

ACCOUNT # 00153170

INCLUDE IN REMITTING BANK INFO

FIELD — EB/8GP



FAXED

7/18/01

POSTED

7/18/01

iviewit.com, Inc.

By: Ross Miller

ROSS MILLER

From: Tony Frenden
To: Bill Kasser
Cc:
Subject: RE: Encoding Machines
Attachments:

Bill,
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If you require further details, let me know.

Tony Frenden

-----Original Message-----

From: Bill Kasser [mailto:bill@iviewit.com]
Sent: Tuesday, July 17, 2001 8:55 AM
To: Tony Frenden
Subject: Encoding Machines

How are the Bomber & Nitro? Did Brian do any damage? Did he leave a record of what he did?

Bill

1155 Oxnard Blvd
Suite 207 West
Oxnard, CA 91320
Tel: 805-466-0009
www.iviewit.com



Fax

To: LONA MOSS From: ROSS MILLER
Fax: 561-620-5720 Pages:
Phone: Date: 7/19/01
cc:

Urgent For Review Please Comment Please Reply Please Recycle

* Comments:

PLEASE PROCESS THE FOLLOWING WIRE TRANSFER
AMOUNT. \$ 2,607.37

TO: WASHINGTON MUTUAL FA, NEWPORT BEACH CA

ABA # 322271627

FOR CREDIT TO THE ACCOUNT OF:

ELIOT BERNSTEIN

ACCOUNT # 871-247335-9



IVIEWIT.COM, INC
BY: Ross Miller
ROSS MILLER

2025 Glades Road
Suite 357 West
Boca Raton, FL 33431
Tel: 561-999-8829
Fax: 561-995-8810



Fax

To: NORMAN ZAFMAN From: ROSS MILLER
Fax: (310) 820-5988 Pages: 10
Phone: _____ Date: 7/10/01
Re: _____ CC: _____

Urgent For Review Please Comment Please Reply Please Recycle

● Comments:

*COPY OF BRIAN UTLEY'S
EMPLOYMENT AGREEMENT*

July 2, 2001

To: Ross Miller

From: Bill Kasser

Re: Brian Utley

I spoke with Detective Steve Meyer this morning. Brian's attorney contacted him to arrange for the return of the encoding machines. The attorney will return them to me at the police department. The return will take place either Thursday or Friday of this week. I told Steve that my acceptance of the machines will be conditioned upon our California office verifying that they are complete and unaltered. Steve will keep the case open until then.

Steve stated that the reason for the delay in returning the machines is that they are out of state. Brian's attorney indicated that they are (or were) in New Jersey. That is where the company that was to become ilearnit is.

Steve feels that Brian is "pretty scared" due to our involving the police. Do we want to try to take advantage of Brian's fear by putting him on notice that his actions, evidenced by his sending the machines to New Jersey constitute a violation of the provisions of his contract regarding competing with and divulging confidential information of iviewit.com?

Ross Miller

From: "Eliot I. Bernstein" <res0bf4a@verizon.net>
To: "Ross Miller (E-mail)" <ross@iviewit.com>; "Ross Miller (E-mail 2)" <rmiller567@earthlink.net>
Sent: Saturday, July 07, 2001 11:24 PM
Attach: tony2.txt
Subject: tony2

Tony being asked by mike what encoders, tony writing me he is worried about getting them
tony2

1775 Clarks Road
Suite 207 West
Baltimore, MD 21241



Fax

To: BRAD SHRAIBERG From: BILL KASSER
Fax: 301-338-7532 Pages: 1
Phone: _____ Date: _____
Re: IVIEWIT.COM LLC CC: _____

Urgent For Review Please Comment Please Reply Please Recycle

● Comments:

BRAD,

I LEFT WITH YOUR RECEPTIONIST THE EMPLOYEE FILES FOR UTLEY, HEARSH A REALER. ALSO I LEFT A LIST OF VENDORS / CREDITORS WITH THE ENTITY WITH WHOM THE RELATION EXISTS INDICATED.

I CHECKED THE BUSINESS LICENSES, BOTH ARE IN THE NAME OF IVIEWIT.COM LLC.

I'LL CALL MONDAY. IF YOU NEEDED TO REACH ME SOONER MY MOBILE PHONE # IS 670-0171.

BILL

Brian Utley

10/3/00

Original Employment Agreement dt
9/16/89 called for a future grant of
1714 Direct shares to BU.

About 6 weeks ago, that grant of
shares was converted into an Option
for — years, into a like (1714)
number of shares, exercisable at \$1.55
per share, to be effective upon the
completion of the large money raise
(\$10 - 25 million). Copies of all Compensation
Committee meetings may be re-
quired

Ross Miller

From: "Eliot I. Bernstein" <res0bf4a@verizon.net>
To: "Ross Miller (E-mail)" <ross@iviewit.com>; "Ross Miller (E-mail 2)" <rmiller567@earthlink.net>
Sent: Saturday, July 07, 2001 11:19 PM
Attach: tammy6.txt
Subject: tammy6

shows brian to hire our employees

tammy6

Ross Miller

From: "Eliot I. Bernstein" <res0bf4a@verizon.net>
To: "Ross Miller (E-mail)" <ross@jviewit.com>; "Ross Miller (E-mail 2)" <rmiller567@earthlink.net>
Sent: Saturday, July 07, 2001 11:22 PM
Attach: tony3.txt
Subject: tony3

shows mike trying to get info on systems and processes. he asks tony what equip is best, tony tell him bs, they take the bait and steal those machines

tony3

Ross Miller

From: "Eliot I. Bernstein" <res0bf4a@verizon.net>
To: "William R. Kasser (E-mail)" <bill@iviewit.com>; "William R. Kasser (E-mail 2)" <bill@kasser.com>;
"Ross Miller (E-mail)" <ross@iviewit.com>; "Ross Miller (E-mail 2)" <rmiller567@earthlink.net>
Sent: Wednesday, July 11, 2001 2:08 PM
Attach: draft minutes of 20010414.doc
Subject: April 16, 2001

This shows prior to porn encoding Brian was told not to involve iviewit

Santini	Terry	Terry Santini & Co., CPA's P.A.	Davie	FL	FAU	CPA	Dr. Catanese
Scott	James	Broward County Commission	Fort Lauderdale	FL	FAU	Attorney, former Florida Senate President	Dr. Catanese
Scruggs	Frank	Greenberg Taurig Attorneys	Fort Lauderdale	FL	FAU	Attorney, former Chairman Board of Regents	Dr. Catanese, Lewis
Siegel	Ned	Blue Lake Inc.	Boca Raton	FL	FAU	Business Leader	Dr. Catanese
Temple	John	Temple Development Co.	Boca Raton	FL	FAU	Real Estate Developer, former FAU Foundation President	Dr. Catanese, Lewis
Tripp	Norman D.	Tripp Scott, P.A.	Fort Lauderdale	FL	FAU/COKI	Attorney	David Armstr
Utley	Brian	internetTrain, Inc.	Boca Raton	FL	FAU	CEO/Chairman, FAU Foundation	Dr. Catanese
Vasquez	Elaine	PEPC	Fort Lauderdale	FL	FAU	Publisher, El Heraldo	Dr. Catanese
Wangberg	Dr. Louis (Lou)	Enterprise Development Corp.	Plantation	FL	FAU	President/CEO	Self
Warshal	Bruce		Hillsboro Beach	FL	FAU	Rabbi	Self
Watson	Welcom II.		Ft. Lauderdale	FL	FAU		Faculty Senat Philip Lewis
Wood	Mary	ANC Rental Company	Fort Lauderdale	FL	FAU	Accountant	Dr. Catanese

Last Updated on 5/28/01

Johnston	Harry		Boynton Beach	FL	FAU		Faculty Senat
Kinsey	T. Edward	Fl. Develop. Enterprises Corp.	West Palm Beach	FL	FAU	non-profit housing	Self
Klein	Martin I.	Martin I. Klein, P.C.	Palm Beach	FL	FAU/FIU/Any	Attorney/Real Estate Broker	Self
Lewis	Phil D.		Riviera Beach	FL	FAU		Faculty Senat
Licciardi	Dan		Miami	FL	FAU		Commissione
McCarty	Mary	Palm Beach County Commissioner	West Palm Beach	FL	FAU	County Commissioner	Dr. Catanese
McGrane III	Miles	McGrane & Nosich, P.A.	Coral Gables	FL	FAU	Attorney	Self
Miller	Dr. Norman L.		West Palm Beach	FL	FAU	Retired	Iveree Jimer Clarke
Miller	Virginia I. (Ginny)	Miller Construction Company	Fort Lauderdale	FL	FAU	Director	Self
Miller	Fred	Pediatric Medical Group, Inc.	Sunrise	FL	FAU	Pediatrician, Vice President, Medical Operation Atlantic Regions	Dr. Catanese
Morgaman	Phil		Ft. Lauderdale	FL	FAU		Commissione
Morris	William E.	South Coast Partners, Inc	Boca Raton	FL	FAU	Developer	Self
O'Brien	Gregory	University of New Orleans	New Orleans	LA	FAU	Chancellor, University of New Orleans and Chairman, National Assoc. of State Universities and Land Grant College	Dr. Catanese
Orr-Cahall	Christina	Norton Museum of Art	West Palm Beach	FL	FAU	Museum Director	Self
Parker	Mark L.	State Street Global Advisors	Boca Raton	FL	FAU	Principal	Self
Pecker	David	American Media, Inc.	Boca Raton	FL	FAU	Chairman	Self
Pippin	M. Lenny	Schwan Enterprise	Marshall	MN	FAU	President/CF; Alumnus	Dr. Catanese
Primeau	John G.	Wachovia Bank	Cooper City	FL	FAU	Sr. VP Republic Security Bank	Self, Paul Sal
Reich	Christine	Self-employed	Palm Beach	FL	FAU	Consultant	Self
Rivkin	Leonard		Jupiter	FL	FAU		Speaker Tom
Rodriguez	Ramon	Madsen, Sapp, Mena, Rodriguez & Co.	Fort Lauderdale	FL	FAU	Accountant, FAU Foundation Board Member	Dr. Catanese

Danciu	Emil	H.Danciu, P.A.	Boca Raton	FL	FAU	Attorney	Self
Davis	Robert	Seaside, Florida	San Francisco	CA	FAU	Founder, Seaside, Florida	Dr. Catanese
DeGrove	John		Gainesville	FL	FAU	Retired	Faculty Senat
DiMarci	Richard	Lilly's Research Lab	Indianapolis	IN	FAU	Vice President, Research Technology and Protein Lilly's Research Laboratories	Dr. Catanese
Dressler	Robert		Fort Lauderdale	FL	FAU	Attorney, former Regent, former Mayor	Dr. Catanese, Lewis
Dukakis	Michael		Brookline	MA	FAU		Faculty Senat
Ezratti	Itchko		Coral Springs	FL	FAU		Commissione
Ferraro	Samia	College Connection, Inc.	Stuart	FL	FAU/UF/FSU	Educational Consultant	Rep. Negrón, Gainey, Susan Hershey, Tom Warner, Willi Roby
Finkin	Eugene		Aventura	FL	FAU/FIU	Retired CEO	Self
Gary	Willie		Stuart	FL	FAU/FAMU	Attorney	Faculty Senat FAMU Natl / Assoc.
Gettig	Janet		Tequesta	FL	FAU	Former Chair, Martin County Commission	Dr. Catanese
Gimelstoh	Herbert		Delray Beach	FL	FAU	Realtor, Vice Chairman, FAU Foundation	Dr. Catanese
Goertz	Herbert	Meatra Inc	Boca Raton	FL	FAU	President	Ned Siegel
Gordon	Daniel E. (Dan)	Bateman, Gordon and Sands	Lighthouse Point	FL	FAU	Insurance Agent	Rep. Connie ?
Guggenheim	Howard	Salomon Smith Barney	Boca Raton	FL	FAU	Sr. Vice President	Dr. Catanese
Gury	David J.	Nabi	Boca Raton	FL	FAU	Chairman/President/CEO	Self
Guzzetta	Mark	Guzzetta Group	Boca Raton	FL	FAU	Business Leader	Dr. Catanese
Hegener	Pete	St. Lucie West	Port St. Lucie	FL	FAU	President, St. Lucie West	Dr. Catanese
Hobson	Joyce A.	Florida Dept. of Education	Tallahassee	FL	FAU/FAMU		LG Frank Brogan
Hunstein	Carol A.	Supreme Court of Georgia	Atlanta	GA	FAU	Justice, Supreme Court of Georgia, Alumna	Dr. Catanese
Ingersoll	Joan	Lake Worth High School	Lake Worth	FL	FAU		Faculty Senat
Jenne II	Ken	Broward County Sheriffs Office	Fort Lauderdale	FL	FAU	Sherrif, Alumnus	Dr. Catanese
Johnson	Arthur	Palm Beach County Superintendent of Schools	West Palm Beach	FL	FAU		Faculty Senat

Ross Miller

From: "Eliot I. Bernstein" <res0bf4a@verizon.net>
To: "Ross Miller (E-mail)" <ross@iviewit.com>; "Ross Miller (E-mail 2)" <rmiller567@earthlink.net>;
 "William R. Kasser (E-mail)" <bill@iviewit.com>; "William R. Kasser (E-mail 2)" <bill@kasser.com>
Cc: "Simon L. Bernstein (E-mail)" <simon@adelphia.net>
Sent: Wednesday, July 11, 2001 12:49 PM
Subject: Nominated FAU Trustees.htm
 Check out Brian's new job

Nominated FAU Trustees

Last	First	Company	City	State	University	Occupation	Recommen By
Abesinnio	Rocco		Boca Raton	FL	FAU	CEO, Applied Data Card Systems	Dr. Catanese
Adams	Kathy		West Palm Beach	FL	FAU		Commissioner Philip Lewis
Adams	Scott	Cenetec, LLC	Boca Raton	FL	FAU	internet Entrepreneur, Alumni	Dr. Catanese
Adams	Alto "Bud"	Adams Ranch, Inc.	Ft. Pierce	FL	FAU	Rancher	Dr. Catanese
Anderson	A. Paul	JM Family Enterprises, Inc.	Deerfield Beach	FL	FAU	Broward CC Trustee	Commissioner T.K. Wethere Connie Mack
Baranco	Jay				FAU		Tina Wells
Batmasian	Marta		Boca Raton	FL	FAU		Charles Lacer
Berrard	Steve	New River Capital Partners	Fort Lauderdale	FL	FAU	Businessman, Alumnus	Dr. Catanese
Blosser	Jim		Ft. Lauderdale	FL	FAU		Commissioner
Bornstein	Rita	Rollins College	Winter Park	FL	FAU	President, Alumna	Dr. Catanese
Brodner	Robert		West Palm Beach	FL	FAU	Physician	Self
Brown, Sr.	Mike	Harbor Federal Savings	Ft. Pierce	FL	FAU	President, Harbor Federal Savings	Dr. Catanese
Bush	Bobra		Boca Raton	FL	FAU		Bill Herde
Cerabino	Frank	The Palm Beach Post	West Palm Beach	FL	FAU		Faculty Senat
Coker	Robert		Clewiston	FL	FAU		Commissioner
Corbett	Jeannette M.	Quantum Foundation	West Palm Beach	FL	FAU	President/CFO	Self
Corley	Leslie	LM Capital Corporation	Miami Beach	FL	FAU	Financial Advisor	Dr. Catanese
		Charlotte					

7/11/2001

Never give out your password or credit card number in an instant message conversation.

Eliot says:

whats up dudette

Tammy says:

good morning

Tammy says:

Terminal server iss staying down..stayed til 9:30 last night

Eliot says:

locked out all night have much to do b4 sun comes up, whats the po
op

Eliot says:

what happ'd

Tammy says:

locked out of terminal server because it is hosed..computer accoun
t screwed

Eliot says:

???

Eliot says:

what has caused this and how long til up

Tammy says:

I have to register a new name in dns then reinstall in order to br
ing it back up

Tammy says:

netlogon service

Eliot says:

ru sure - how long = this is serious

Tammy says:

was going down today anyways

Tammy says:

yes serious

Eliot says:

was not supp to

Tammy says:

would not allow permission to remove from domain..nor readd to dom
ain

Tammy says:

no other option but to reinstall from scratch..os that is

Eliot says:

anyway to get new one up ASAP, where is mail going etc.

Tammy says:

mail is ok

Tammy says:

am at a friends in pompano

Eliot says:

where

Tammy says:
email2.iviewit.com/exchange
Eliot says:
can I access
Tammy says:
sure
Eliot says:
calendars etc, pub folders, etc
Tammy says:
if eib is locked out use eliotold
Eliot says:
and pass
Tammy says:
yes standard iviewit one
Tammy says:
just verified email web is up
Tammy says:
just click ok thru password is expired popup after your domain log
in
Eliot says:
standard
Eliot says:
where ru
Tammy says:
my friend Frank's
Tammy says:
in Pompano..was anticipating going in around noon since i stayed 1
ate last night
Eliot says:
company is down? no one can access there stuff???
Tammy says:
not much to do other than power down and verify backups today
Tammy says:
not yet..will be down at 5
Eliot says:
how about re-install and get operating so that we can transact biz
Tammy says:
have steve bring up the la viewserver
Eliot says:
he will be on phone with you asap this morn, does that have all ou
r data
Tammy says:
i can bring up the old netmeeting server with a few config changes
on the firewall
Eliot says:
who told you to disrupt services, the plan was not to do this but
to maintain ops
Eliot says:

where >?????

Eliot says:

do they have office space etc

Eliot says:

r u staying on wiuth us, need to know asap

Tammy says:

not letting on if they do

Eliot says:

sneaky boys, find out

Tammy says:

I still have not spoken to ross..ie details concerning pay

Eliot says:

well u should

Eliot says:

i am not sure he knew until recently

Tammy says:

no flight booked yet..as they were unaware as to how ticket would be funded..anyways i told you i have to fly evan to philly then go to la

Tammy says:

he has been busy every moment as have i

Eliot says:

well i will have tick booked and ready, what days

Eliot says:

ru staying on

Tammy says:

he has account info and email..he is pc illiterate

Tammy says:

best fares are found if booked 7 days in advance

Eliot says:

look, i feel bad for you and thats why i am trying to keep you abo ard, i have included you in la budget, but i can't be left w/out full knowledge of your plans

Eliot says:

who is illit

Tammy says:

I am planning on staying..just need clear details

Tammy says:

ross

Eliot says:

will get, needed to get rid of past bags

Eliot says:

pass is not working on old

Tammy says:

after getting to the yellow screen..type eliot as the mailbox

Tammy says:

then use your eib account and password

Eliot says:

what yellow screen

Tammy says:

email2.iviewit.com/exchange

Eliot says:

ts

Tammy says:

no..ts is DOWN

Eliot says:

so where do i get to email2

Tammy says:

will not log on to domain

Tammy says:

type email2.iviewit.com/exchange

Tammy says:

in the browser address

Eliot says:

can i ask you after all this time you have been under brian & mike control, can i truly trust you as i always have

Tammy says:

i never was under them..still as always true to you

Tammy says:

when do you want them locked out?

Eliot says:

likewise,

Eliot says:

arent they now

Tammy says:

no..not yet

Eliot says:

that yellow screen did not work

Tammy says:

i will head home now shower and be in the office asap..i will re-install terminal server in less than 3 hours after my arrival in office

Eliot says:

'this is making my life very difficult, can you get us back

Tammy says:

did you type eliot then hit enter?

Eliot says:

need calendar and contact info asap

Tammy says:

it will prompt u 4 domain id and password

Eliot says:

eib then enter

Tammy says:

hold i will verify

Tammy says:

no mailbox name is eliot

Eliot says:
still no
Eliot says:
you r my angel arent you
Tammy says:
call 954-941-0915...i will give you my id and pass to get to your
mail..
Eliot says:
i am in
Tammy says:
good deal
Eliot says:
you r my angel and saviour
Tammy says:
its only email! LOL
Eliot says:
but that a start
Tammy says:
I can be ready by next friday if you like..equipment should be the
re by then
Eliot says:
you need to get in and protect your baby, make sure it transfers w
ith you here early next week, i will talk with ross asap
Eliot says:
we need temp plan
Tammy says:
still have info to pass on to steve for apc 220 circuit
Eliot says:
for access to calendars etc
Tammy says:
then let's bring the terminal server to ciberlynx and not have to
worry about down time
Tammy says:
i can probably get it in for 600.00 per month..disguised as a web
hosting server
Eliot says:
can't do, it was voted to move every last stitch, we are bringing
everything in house and you better be ready to take over fiull con
trol
Tammy says:
am ready..but that does mean downtime..unfortunately
Eliot says:
how long, need strategy from this second forward. can steve get us
temp today or monday
Tammy says:
land travel...i could take it home then bring with me on plane???
Eliot says:
very well

Eliot says:
are you ready to leave mon or tues
Tammy says:
will need to place it elsewhere since office is officially closed
april 30?
Eliot says:
did your payroll get paid this week
Eliot says:
yes it should be here b4 then
Eliot says:
tony can take it sunday
Tammy says:
will find out today..i would like to stay here on monday to superv
ise movers
Eliot says:
can you walk him through setup
Eliot says:
can tony bring sunday
Eliot says:
we need meeting today, me you steve tony
Tammy says:
will have to test scenerio with out domain..will setup as workgrou
p and create local logins for internet access..will need to setup
iis as well as dns
Eliot says:
lets get steve on it so it is ready for you
Tammy says:
needed re-install anyway for this scenerio!
Tammy says:
he gave me new ip's just awaiting his contact info to update dns..
can keep existing dns in this scenerio tho
Eliot says:
can you walk tony through setup on sunday
Eliot says:
he will bring on his back
Tammy says:
backpacking it on his hike? LOL
Eliot says:
computer that is up now that has exchange, can we leave that up ti
l we get new one up, do not change this until we are set for new
Eliot says:
do use net2phone? u cna call anywhere in the country pc2phone or
pc2pc for NO cost
Tammy says:
no never played around with it
Eliot says:
i use it every day, no phoen bills
Eliot says:

sounds great
Tammy says:
sounds great! does it have video 2?
Eliot says:
no
Eliot says:
probably why it works
Tammy says:
yeap
Eliot says:
sounds better than phone
Eliot says:
download it, free
Eliot says:
international calls for .001 cents
Tammy says:
be right back..coffee kicking in
Eliot says:
second pot
Eliot says:
tammy i was able to log on to exchange and had my calendar etc, no
w it disappeared
Tammy says:
refresh your browser
Eliot says:
k
Eliot says:
did you launch net2phone
Tammy says:
from where?
Eliot says:
www.net2phone.com
Tammy says:
Frank has no microphone
Eliot says:
no headset
Tammy says:
no nada
Eliot says:
bummer
Tammy says:
so do you want me to get ticket info to you 2day
Eliot says:
yes
Tammy says:
I can stay til the 11th if necessary..have issues to resolve then
after court i will have conclusive availability dates
Eliot says:

what about getting here b4 to help set or can tony & you handle

Tammy says:

tuesday is fine..will cost more for tickets if less than 7 days th

o

Eliot says:

but ofcourse

Eliot says:

protect babies and hope plane and renourish

Eliot says:

are you worried that anybody might have access, scott, mike, brian

???

Eliot says:

r u ready to transfer firewall

Tammy says:

limited rights as domain users only..scott locked out long time ag

o..closed the back doors and have changed all power passwords

Eliot says:

beautiful

Tammy says:

firewall not a problem..just need to reconfigure ips in rules

Eliot says:

ok i need to resolve a few thousand issues, call me when you get a

minute around 11 am and we will call ross together

Tammy says:

ok..am headed home then will be in office

Tammy says:

later

Never give out your password or credit card number in an instant message conversation.

Tony says:

Hi Eliot, Tammy is rebooting the router, so we can bring up the T 1. We will be offline for a few minutes. More Later.

Eliot says:

hey bud, lookin for lala sun spot

Tony says:

yes?

Eliot says:

kool

Tony says:

i have this surface that tracks down all places (allowing dogs) th at are available all over Los Angeles, and surrounding.

Tony says:

service, not surface.

Eliot says:

have you checked kennels that take humans

Tony says:

i need to do that...

Tony says:

a big suitcase of money came in for Mike and gang, last nite.

Eliot says:

7 BILLLLLLLLLLION

Eliot says:

no i mean 7 MILLLLLLLLLLION

Eliot says:

"dr. evil"

Tony says:

i know.

Tony says:

i estimate it closer to 150 grand

Tony says:

or so. I think from ,?

Eliot says:

did they get a check

Tony says:

i don't know, but i know they want to move forward with their plan . Mike has asked me to document the encoding process, because he' s suspecting i won't be available, now, to help him, later.

Tony says:

so i am concocting some BS.

Eliot says:

lulu

Eliot says:

whole new process evolving here anyway

Tony says:

they'll be running around in circles, until the cows come home, with this shit.

Tony says:

yes, i can imagine

Tony says:

yes, many limits can be pushed, and broken.

Eliot says:

who gave them 150k

Tony says:

? or did you tell me that name..

Eliot says:

Eliot says:

did they tell you he gave them money

Never give out your password or credit card number in an instant message conversation.

Eliot says:

dude

Tony says:

hello?

Eliot says:

hello

Tony says:

hi Eliot

Eliot says:

is tammy there, ask her where the public folder contact list went

Tony says:

email is down.

Eliot says:

?

Tony says:

for a few minutes. her backup is taking precedence, and she's resolving it.

Tony says:

as far as Movers...whats going on?

Eliot says:

ok

Eliot says:

are they there

Eliot says:

are we boxed

Eliot says:

what do we have to ready, thought Brian said all was set to move on april 30th

Eliot says:

told board this

Tony says:

okay. So we are going with the movers that he and Mike have coordinated?, Our stuff is pretty much ready to go, but i was concerned on relying on something that they set up.

Eliot says:

?

Tony says:

Well, i here this and that....

Eliot says:

like

Tony says:

i here that Mike and Brian aren't part of this, then i hear that all the moving coordination is coming from them.

Eliot says:

part of what

Tony says:
part of iviewit

Tony says:
i don't think Tammy has official word on what is going the West Coast, and also, Mike is asking me what are the best encoders. I think he wants to get them.

Eliot says:
brian is still a board member and has agreed to ship contents to ca, all equipment is to be dismantled, brian & mike have been terminated on Friday. all equipment is the property of iviewit and will remain under Ross Miller control or be shipped. Ross will be handling the corporate affairs so I would talk with him. have you spoken with him?

Eliot says:
ll

Tony says:
Yes, but not yet about these specifics.

Eliot says:
what time is your flight and what will you be transporting?

Tony says:
i leave Sunday morning. I will bring what is most important.

Eliot says:
what specifics, we ship everything that is necessary to maintain our network and services

Eliot says:
airline and times

Eliot -

- from Armstrong - fired
go cause - corrected
note on business plan

- does should return
calls -

~~Tractor~~ ~~Company~~
Tractor Company - Talk to
Si - State patents

Superior Brian for records
took patents ~~out~~
out of Patent Books
one he filed is
missing -

Conclusion by Toley -

According to Norm Toley
represented Brian not
Toley -

- Universal Studios Meeting - LB on Guy -

- John Coulter asked Brian not to call investment - Brian had no idea what he is talking about -

- David Coulter - will testify to this -

- ~~John~~ John Deering's letter Banker -

- Brian on path to bring down company -

Tried to knock Jude and Zak

Scott - Scott Murphy? what
happened -

Internet Trunk Ave
22 West End Avenue
Saverville, NJ 08876

(908) 575-0387

Corporate & Production
(856) 794-2359

Re Board Meeting

Unintended Recipient
Do Not Reply
Do Not Forward



Fax

To: BRAD SHRAIBERG From: BILL KASSER
Fax: 561-338-7532 Pages: 2
Phone: _____ Date: 8/8/01

Urgent For Review Please Comment Please Reply Please Recycle

Attachments

HERE IS THE ANALYSIS SHOWING
THE HISTORY OF MIKE REALE'S
PAY.

MICR 5/14/00 PER ADP

DEMO
TERMINATION DATE

GROSS

5/31/00	4,861.11
6/15/00	5,208.33
6/30/00	5,208.33
7/15/00	5,208.33
7/31/00	5,208.33
8/15/00	5,208.33
8/31/00	5,208.33
9/15/00	2,884.62
9/30/00	
10/15/00	
10/31/00	
11/10/00	
11/24/00	
12/8/00	2,884.62
12/22/00	4,807.69
1/5/01	4,807.69
1/19/01	4,807.69
2/2/01	4,807.69
2/16/01	2,403.84
3/2/01	2,403.84
3/16/01	2,403.84
3/30/01	2,403.84
4/13/01	2,403.84
4/27/01	1,923.04

No Termination
date recorded
in ADP

GROSS
AMOUNT

Attached is a letter from Tiffany Snow of Crossbow Ventures to Brian Utley requesting financial information required by the Securities Purchase Agreement between Crossbow and iviewit Holdings, Inc. It is apparent from the letter that the reporting requirements of the major investor had been neglected. When Erika Lewin resigned from the Controller's position in June of 2000 she was replaced by Mary Viadero, whose capabilities were that of a payables clerk or assistant bookkeeper. Ms. Viadero was not capable of producing the reports that Crossbow required. Raymond Hersh joined the company in October of 2000 as Chief Financial Officer, although he had had a consulting relationship for some months prior. Mr. Hersh's focus appeared to be on other matters and there was no one on staff who could have met the reporting requirements until February of 2000 when Bill Kasser came on board. Accordingly, iviewit was not capable of meeting the reporting requirements of its major investor.

On December 29, 2000 a billing was entered into the system based on a purchase order dated the same day for a customer named Doyle Occupational Health & Training. The billing has not been collected as of this date and it is not certain that the work was completed. It appears that the bill was entered into the system prospectively to inflate year 2000 revenues.

In early April of 2001, Brian Utley hired Bonnie Barwick as his Executive Assistant. Ms. Barwick is a Canadian national with no status to work in the United States. Mr. Utley not only hired her, but agreed to pay \$2,500 of the fees to her immigration attorney. It is not apparent that Ms. Barwick possesses any skills that are not available in someone who could have been legally employed in this country. In fact, at the same time as Ms. Barwick was being hired, Mary Viadero, previously mentioned, was being terminated. While she may not have been ideal for the job, she had good clerical skills, could provide backup in the financial position and was already on staff.

There were no apparent controls on the completion of work and its billing. While the technical staff was under the supervision of both Linda Sherwin and Michael Reale, there did not appear to be a mechanism in place to monitor work and to see that it was billed on completion. Historically, Mary Viadero processed customer invoices at the direction of any of several people, but had no procedure for obtaining billing information. It would be desirable to have a formal process for assigning work and seeing that that work was completed on schedule. The completion would then trigger a billing to the customer. This process should be open and verifiable.

Office Administration was loose particularly with regard to the tracking of absences. In early 2001 the responsibility belonged to Mary Viadero. A review of her work indicated that she was not capturing all absences. The work should have been assigned to an individual who was more forceful in pursuing and recording information. Additionally, responsibility should have been put on department heads to see that staff was regular in attendance.

LAW OFFICES

FURR AND COHEN, P.A.

INTERSTATE PLAZA, SUITE 412
1499 WEST PALMETTO PARK ROAD
BOCA RATON, FLORIDA 33486

TELEPHONE (561) 395-0500

FAX (561) 338-7532

e-mail: thefirm@furrandcohenpa.com

CHARLES I. COHEN
ALSO MEMBER OF DWD BAR
ROBERT C. FURR
ALSO MEMBER OF GEORGIA BAR
BOARD CERTIFIED
BUSINESS & CONSUMER BANKRUPTCY LAW
CIVIL TRIAL LAWYER
LISA J. CHAIKLIN AFLALO
ALVIN S. GOLDSTEIN
ALSO MEMBER OF NEW YORK BAR
LES OSBORNE
ALSO MEMBER OF NEW YORK BAR
BRADLEY S. SHRAIBERG

C. WILLIAM BERGER
OF COUNSEL
ALSO MEMBER OF PENNSYLVANIA BAR

July 23, 2001

By facsimile 999-8810
Mr. Ross Miller
iviewit.com, Inc.
2255 Glades Road
Boca Raton, Florida 33431

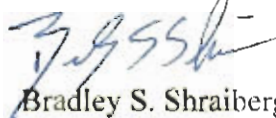
Re: iviewit.com, LLC

Dear Ross:

Enclosed please find the Petitioners' discovery requests. It is imperative that you call me as soon as you receive these pleadings. I look forward to hearing from you.

Very truly yours,

FURR AND COHEN, P.A.



Bradley S. Shraiberg

Bshraiberg@furrandcohenpa.com

BSS/mam

cc: Ben Zukerman, Esquire

\\F:\LIBRARY\Bankruptcy\iviewit.com 01-273\Correspondence\Client re discovery requests 072601.wpd

THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In Re: : Chapter 11
: :
iBEAM BROADCASTING CORPORATION, : Case No. 01-10852
a Delaware corporation, : :
: :
Debtor. : :

NOTICE OF BAR DATES AND PROCEDURES FOR FILING PROOFS OF CLAIM

TO: ALL CREDITORS, INTEREST HOLDERS, AND PERSONS, ENTITIES, OR GOVERNMENTAL UNITS THAT ASSERT A CLAIM OR INTEREST AGAINST THE ABOVE CAPTIONED DEBTOR:

PLEASE TAKE NOTICE that the United States Bankruptcy Court for the District of Delaware (the "Court") has entered an order (the "Bar Date Order") establishing February 15, 2002, as the general claims bar date (the "General Bar Date") in this case. Except as described below, the Bar Date Order requires all Entities, as defined in § 101(15) of the Bankruptcy Code, 11 U.S.C. §§ 101-1330 (the "Bankruptcy Code"), including but not limited to persons, corporations, partnerships, estates, trusts, and the United States Trustee, that have or assert any Prepetition Claims (as defined herein) against the Debtor, to file a proof of claim with the Clerk of the Court, so that such proof of claim is **filed and actually received on or before 5:00 p.m., Eastern Time, on February 15, 2002.**

For your convenience, enclosed with this Notice is a proof of claim form and official instructions for completing it.

THE FACT THAT YOU HAVE RECEIVED THIS NOTICE DOES NOT MEAN THAT YOU HAVE A CLAIM OR THAT THE DEBTOR BELIEVES THAT YOU HAVE A CLAIM. YOU SHOULD NOT FILE A PROOF OF CLAIM IF YOU DO NOT HAVE A CLAIM AGAINST THE DEBTOR OR IF THE CLAIM YOU HELD AS OF OCTOBER 11, 2001 HAS BEEN PAID.

PERSONS OR ENTITIES WHO MUST FILE A PROOF OF CLAIM

Pursuant to the Bar Date Order, all Entities holding Claims against the Debtor, except Governmental Units (as that term is defined in § 101(27) of the Bankruptcy Code) (whether secured, priority or unsecured) that arose prior to October 11, 2001 (the "Petition Date") are required to file proofs of claim by the General Bar Date, including, without limitation: (i) creditors whose Claims against the Debtor arise out of the rejection of executory contracts or unexpired leases by the Debtor prior to entry of the Bar Date Order; and (ii) Entities whose Claims against the Debtor arise out of the obligations of such Entities under a contract for the provision of liability insurance to a Debtor.

Any Entity whose Claim arises out of the rejection of an executory contract or unexpired lease (pursuant to § 365 of the Bankruptcy Code) after the entry of the Bar Date Order but prior to the entry of an order confirming a plan, must file a proof of claim on or before the later of (i) 30 days after the entry of the order authorizing the rejection of such contract or lease; and (ii) the General Bar Date (the "Rejection Bar Date").

Any Entity whose Prepetition Claim against the Debtor is not listed in the Debtor's Schedules or is listed as "disputed," "contingent" or "unliquidated" and that desires to participate in this case, and any Entity whose Prepetition Claim is improperly classified in the Schedules or is listed in an incorrect amount and that desires to have its Claim allowed in a classification or amount other than that set forth in the Schedules, must file a proof of claim or before the General Bar Date.

Any Governmental Unit holding Prepetition Claims against the Debtor, including, without limitation, Claims for unpaid taxes, whether arising from Prepetition tax years or periods or Prepetition transactions to which the Debtor was a party (whether secured, priority or unsecured) must file a proof of claim so that it is **filed and actually received on or before 5:00 p.m., Eastern Time, on April 9, 2002.**

If, subsequent to the mailing of this Notice, the Debtor amends its schedules of assets and liabilities ("Schedules") to change or alter a Claim against the Debtor in any way, then the affected claimant shall have 30 days from the date of service of notice thereof to file a proof of claim or to amend any previously filed proof of claim with respect to such amended scheduled claim (the "Amended Schedule Bar Date").

Any Entity holding an interest in the Debtor (an "Interest Holder"), which interest is based exclusively upon the ownership of stock in the Debtor, or warrants or rights to purchase, sell or subscribe to such a security or interest (any such interest being referred to as an "Interest"), need not file a proof of interest on or before the General Bar Date; *provided, however*, that Interest Holders who wish to assert a Claim against the Debtor that arises out of or relates to the ownership or purchase of an Interest, including Claims arising out of or relating to the sale, issuance or distribution of the Interest, must file a proof of claim on or prior to the General Bar Date, unless another exception set forth herein applies.

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE
 iBEAM BROADCASTING CORPORATION
 C/O CLAIMS PROCESSING
 C/O BANKRUPTCY SERVICES, LLC
 HERON TOWER, 70 EAST 55TH STREET, 6TH FLOOR
 NEW YORK, NEW YORK 10022

PROOF OF CLAIM

In re
 iBEAM Broadcasting Corporation
 Debtor.

Chapter 11 Case No.
 01-10852 (EIK)

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name and address of Creditor :

852019720
 IVIEWIT.COM
 2255 GLADES RD SUITE 337W
 BOCA RATON, FL 33431

Telephone number:

- Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
- Check box if you have never received any notices from the bankruptcy court in this case.
- Check box if the address differs from the address on the envelope sent to you by the court.

Your claim is scheduled by the Debtor as:
An Executory Contract or Unexpired Lease

Account or other number by which creditor identifies debtor:

Check here

- replaces
- amends a previously filed claim, dated: _____

1. Basis for Claim

- Goods sold
- Services performed
- Money loaned
- Personal injury/wrongful death
- Taxes

- Retiree benefits as defined in 11 U.S.C. § 1114(a)
- Wages, salaries, and compensation (fill out below)
- Other _____ (explain)

Your SS#: _____
 Unpaid compensation for services performed
 from _____ to _____
(date) (date)

2. Date debt was incurred:

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: \$ _____

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.

- Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.

- Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:

- Real Estate Motor Vehicle
- Other _____

Value of Collateral: \$ _____

Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____

6. Unsecured Priority Claim.

- Check this box if you have an unsecured priority claim

Amount entitled to priority \$ _____

Specify the priority of the claim:

- Wages, salaries or commissions (up to \$4,650), earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
- Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
- Up to \$2,100 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
- Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
- Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
- Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(_____).

7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien.

DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date: _____ Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): _____

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In particular types of cases or circumstances such as bankruptcy cases that are not filed voluntarily by a debtor, there may be exceptions to these general rules.

DEFINITIONS

Debtor

The person, corporation, or other entity that has filed a bankruptcy case is called the **debtor**.

Creditor

A creditor is any person, corporation, or other entity to whom the debtor owed a **debt on the date that the bankruptcy case was filed**.

Proof of Claim

A form filed with the clerk of the bankruptcy court where the bankruptcy case was filed, to tell the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the clerk of the bankruptcy court where the bankruptcy case was filed.

Secured Claim

A claim is a **secured claim** if the creditor has a lien on property of the debtor (collateral) that gives the creditor the **right** to be paid from that property before creditors who do not have liens on the property.

Examples of liens are a **mortgage** on real estate and a security interest in a car, truck, boat, television set or other item of property. A lien may have been obtained through a court proceeding before the bankruptcy case began. In some states a court judgment is a lien. In addition, to the extent a creditor also owes money to the debtor (has a right of setoff), the creditor's claim may be a secured claim. (See also *Unsecured Claim*.)

Unsecured Claim

If a claim is **not** a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

Unsecured Priority Claim

Certain types of **unsecured claims** are given priority, so they are to be paid in bankruptcy cases before most other unsecured claims (if there is sufficient money or property available to pay these claims). The most common types of priority claims are listed on the proof of claim form. Unsecured claims that are not specifically given priority status by the bankruptcy laws are classified as *Unsecured Nonpriority Claims*.

Items to be completed in Proof of Claim form (if not already filled in)

Court, Name of Debtor and Case Number:

Fill in the name of the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the name of the debtor in the bankruptcy case, and the bankruptcy case number. If you received a notice of the case from the court, all of this information is near the top of the notice.

Information about Creditor:

Complete the section giving the **name, address, and telephone number** of the creditor to whom the debtor owes **money or property**, and the debtor's account number, if any. If anyone else has already filed a proof of claim relating to this debt, if you never received notices from the bankruptcy court about this case, if your address differs from that to which the court sent notice, or if this proof of claim replaces or changes a proof of claim that was already filed, check the appropriate box on the form.

1. Basis for Claim:

Check the type of debt for which the proof of claim is being filed. If the type of debt is not listed, check "Other" and briefly describe the type of debt. If you were an employee of the debtor, fill in your social security number and the dates of work for which you were not paid.

2. Date Debt Incurred:

Fill in the date when the debt first was owed by the debtor.

3. Court Judgments:

If you have a court judgment for this debt, state the **date the court entered the judgment**.

4. Total Amount of Claim at Time Case Filed:

Fill in the total amount of the entire claim. If interest or other charges in addition to the principal amount of claim are included, check the appropriate place on the form and attach an itemization of the interest and charges.

5. Secured Claim:

Check the appropriate place if the claim is a secured claim. You must state the type and value of the property that is collateral for the claim, attach copies of the documentation of your lien, and state the amount past due on the claim as of the date the bankruptcy case was filed. A claim may be partly secured and partly unsecured. (See DEFINITIONS, above).

6. Unsecured Priority Claim:

Check the appropriate place if you have an **unsecured priority claim**, and state the amount entitled to priority. (See DEFINITIONS, above). A claim may be partly priority and partly nonpriority if, for example, the claim is for more than the amount given priority by the law. Check the appropriate place to specify the type of priority claim.

7. Credits:

By signing this proof of claim, you are stating under oath that in calculating the amount of your claim you have given the debtor credit for all payments received from the debtor.

8. Supporting Documents:

You must attach to this proof of claim form copies of documents that show the debtor owes the debt claimed or, if the documents are too lengthy, a summary of those documents. If documents are not available, you must attach an explanation of why they are not available.

The Bar Date Order further provides that the following Entities need not file a proof of claim by the General Bar Date: (i) Entities that have already properly filed with the Bankruptcy Court a proof of claim against the Debtor; and (ii) Entities (a) whose Claims against the Debtor are not listed as "disputed," "contingent" or "unliquidated" in the Schedules and (b) who agree with the nature, classification and amount of such Claims as set forth in the Schedules.

CONSEQUENCES OF FAILURE TO FILE PROOF OF CLAIM

Any Entity that is required to file a proof of claim, but that fails to do so in a timely manner, will be forever barred, estopped and enjoined from: (i) asserting any Claim against the Debtor that such Entity has that (a) is an amount that exceeds the amount, if any, that is set forth in the Schedules as undisputed, noncontingent and liquidated or (b) is of a different nature or in a different classification (any such Claim being referred to as an "Unscheduled Claim") than that listed in the Schedules; and (iii) voting upon, or receiving distributions under, any plan of reorganization in this case with respect to an Unscheduled Claim. If it is unclear from the Schedules whether your Claim is disputed, contingent or unliquidated as to the amount, or is otherwise properly scheduled and classified, you must file a proof of claim by the deadline established by the Bar Date Order applicable to your Claim.

RESERVATION OF RIGHTS

The Debtor reserves the right to dispute, or to assert offsets or defenses against any filed Claim or any Claim listed or reflected in the Schedules as to nature, amount, liability, nature, classification or otherwise. Nothing in this Notice shall preclude the Debtor from objecting to any Claim, whether scheduled or filed, on any grounds.

TIME AND PLACE FOR FILING PROOFS OF CLAIM

For any Proof of Claim to be validly and properly filed, a signed original of the completed Proof of Claim Form, together with accompanying documentation, must be actually received at the following address on or before the applicable Bar Date:

By Mail, Hand, or Overnight Delivery:

iBEAM Broadcasting Corporation
c/o Claims Processing
Bankruptcy Services LLC
Heron Tower
70 East 55th Street, 6th Floor
New York, NY 10022

Creditors are permitted to file proofs of claim in any manner of service in accordance with the Bankruptcy Rules, and the Local Rules of this Court, provided that the proof of claim is actually received at the above address by the applicable Bar Date. If a creditor wishes to receive acknowledgment of Bankruptcy Services LLC's receipt of a creditor's proof of claim, such creditor must submit with its original proof of claim an additional copy of the proof of claim and a self-addressed stamped envelope.

DEFINITION OF CLAIM

For purposes of this Bar Date Notice, "Claim" shall mean, as to or against the Debtor: (i) any right to payment, whether or not such right is reduced to judgment, liquidated, fixed, contingent, matured, disputed, undisputed, legal, equitable, secured or unsecured; or (ii) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

ADDITIONAL INFORMATION

If you require additional information regarding the procedure for filing a proof of claim, you should contact Bill Firth, Pepper Hamilton LLP, 1201 North Market Street, 16th Floor, Wilmington, Delaware 19801, (302) 777-6578. If you require additional information on whether or how to prepare and file a proof of claim, you should contact an attorney.

Dated: December 17, 2001
Wilmington, Delaware

BY ORDER OF THE UNITED STATES
BANKRUPTCY COURT

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