



What is iviewit, Inc. doing here? There appear to be 3-4 companies. Si never was CEO of Iviewit? Document appears to be fraud.

Gerald W. Stanley  
Chairman, President and CEO  
407/515-5150

REAL 3D, Inc.  
2603 Discovery Drive, Suite 100  
Orlando, FL 32826

June 30, 1999

Mr. Simon Bernstein, CEO  
Iviewit, Inc.  
500 Southeast Mizner Boulevard, Suite 102  
Boca Raton, FL 334332-6080

Dear Mr. Bernstein,

As you know, Real 3D has participated in the technology evaluation phase of Iviewit's visually exciting products. We have found the web-based offering proposed by Iviewit, while still in its infancy, offers an extraordinary high resolution panoramic view capability that should find many uses in the ecommerce arena. It would seem that this capability is well suited for the targeted markets in high-end sales of real estate and luxury items. It provides web developers and ecommerce retailers an alternative to the low resolution images typically lacking in detail and prevalent on ecommerce sites today. Real 3D looks forward to working with Iviewit to promote their products.

Regards,

A handwritten signature in black ink that reads "Gerald W. Stanley". The signature is written in a cursive, flowing style.

Gerald W. Stanley  
Chairman, President and CEO  
Real 3D, Inc.

# PROSKAUER ROSE LLP

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Boca Raton, FL 33431-7360  
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NEW YORK  
LOS ANGELES  
WASHINGTON  
NEWARK  
PARIS

Date August 5, 1999

Client-Matter 0894/40017/001

**Fax Transmittal**

Total Pages (including Cover) *4*

From Christopher C. Wheeler

Sender's Room Number

Sender's Voice Number 561.995.4702

Main Fax Operator 561.241.7400

To Eliot I. Bernstein

Company iviewit LLC

Fax No. 417.4470

Voice No.

To Simon L. Bernstein

Company iviewit LLC

Fax No. 487.3924

Voice No.

To Jerry Lewin

Company Goldstein Lewin

Fax No. 241.0071

Voice No. 994.5050

To Brian G. Utley

Company iviewit LLC c/o Goldstein Lewin

Fax No. 241.0071

Voice No. 994.5050

Message

Is it iviewit LLC or iviewit.com LLC Wheeler keeps changing names of company?

**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.

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08/05/99 03:28 PM (2743)

2603 Discovery Drive  
Suite 100  
Orlando, FL 32826  
407-515-3075  
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August 4, 1999

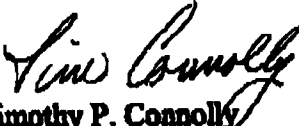
Via Fax

Mr. Christopher C. Wheeler  
Attorney at Law  
PROSKAUER ROSE LLP  
2255 Glades Road, Suite 340 West  
Boca Raton, FL 33431-7360

Dear Chris,

Attached please find a signed copy of the agreement between Real 3D, Inc. and iviewit.com LLC. I will give Eliot an original signature at our meeting in Orlando next Monday. Please contact me should you have any questions.

Best regards,

  
Timothy P. Connolly  
Director - Engineering

Jun-25-99 04:44pm From-REAL 3D

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T-206 P.02/03 F-262

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iviewit.com LLC

LIB

**iviewit.com and Real 3D, Inc. Strategic Relationship Proposal**

**Real 3D brings a technological advantage to the relationship**

Real 3D, Inc, as the premier supplier of 3D graphics technology in the world, holder of more than 40 patents in 3D visualization technology and strategically partnered with Intel, Sega and SGI, is prepared to lend its considerable technological, marketing and physical resources to assist Iviewit, Inc. in successfully propagating its concepts and technology in the burgeoning ecommerce and internet visualization markets.

**Real 3D role**

1. Real 3D shall provide fee-based web hosting service for the repository of company and customer data and web sites for the Iviewit project
2. Real 3D shall provide fee-based web content development and maintenance service for all aspects of Iviewit internet presence
3. Real 3D shall provide a fully capable fee-based service bureau for capturing Iviewit images and video and access to the resultant images and video
4. Real 3D shall provide access to and use of the Real 3D brand and logo for promotion of the Iviewit products and company with written approval from Real 3D per use.
5. Real 3D shall acknowledge the existence of the Iviewit and Real 3D strategic relationship in order to assist in the commercialization of both the Iviewit technologies and Real 3D technologies.

**Iviewit role**

1. Iviewit shall provide viable content, materials and access to the Iviewit process for Real 3D's use in demonstration and promotion of Real 3D products and company.
2. Iviewit shall provide access and use of the Iviewit brand and logo for promotion of the Real 3D products and company, with written approval from Iviewit for each occurrence.
3. Iviewit shall promote Real 3D products, complimentary to Iviewit products, in the process of marketing and sales of Iviewit products.

**Terms**

All fees are to be negotiated and shall be agreed to in writing prior to execution of a specific effort.

All fees will be invoiced monthly and are payable NET 30

Either company is prohibited for soliciting and hiring of each others employees while this relationship exists and for a period of one year after its termination.

The effort under this agreement commences upon Real 3D and Iviewit signing and terminates exactly one year from that date.

06/25/99

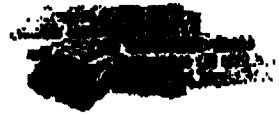
Real 3D Inc Confidential

Jun-25-99 04:45pm From-REAL 3D

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T-206 P.03/03 F-282

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An individual shall be assigned as the single point of contact for each company to coordinate all activities of each company in this relationship.

This agreement may be terminated, with <sup>60 FIB</sup> 30 days notice, by either party with no liability with the exception of payments for accrued services.

*916*  
iviewit.com LLC  
~~XXXXXXXXXX~~  
Signature   
Title President  
Date 7.9.99

REAL 3D, INC  
Signature   
Title Vice President & Chief Financial Officer  
Date August 3, 1999

This document later is found containing Utley's signature.

06/25/00

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AUG 04 1999 16:07

PAGE 03  
\*\* TOTAL PAGE 04 \*\*

Utley bogus logo for Iviewit. This was never Iviewit logo and it appears on several Utley document frauds.



One Boca Place, 2255 Glades Road, Ste. 337, Boca Raton, FL 33431  
561.999.8899 - FAX 561.999.8810 - www.ivevit.com

November 5, 1999

Chris Branden  
954.627.5080

Huizenga Holdings, Inc. through INVESTECH Holdings, LLC is the founding equity partner of ivevit.com LLC.


Because of the Real 3D and Huizenga partnerships ivevit.com LLC has been able to complete the start up phase of its business plan and enable the production and marketing of its leadership products.

Chris, this has been bottled up in an e-mail snafu. Please review and give me the OK.  
Many Thanks.  
Brian

iviewit.com LLC or iviewit LLC where are these company mistakes coming from>????

**CONFIDENTIAL TERM SHEET**

**License, Production and Portal Venture and Other Strategic Alliance Matters:**

 This Term Sheet sets forth, as of July \_\_\_\_, 1999, the proposed general terms and conditions on which iviewit LLC (“iviewit”) proposes to enter into a license, a production and portal venture and other business arrangements with Real 3D, Inc. (“Real 3D”). This Term Sheet reflects the parties’ understanding of the matters described below, but is not intended to constitute either a complete statement of the terms and conditions of the proposed transaction or, a legally binding or enforceable agreement or commitment on the part of either iviewit or Real 3D.

*Structure of Business Arrangements:*

Iviewit and Real 3D will enter into three (3) separate strategic relationships: (A) A license agreement (the “Initial License”) which will entitle Real 3D to use iviewit technology in connection with its marketing at the Siggraph Trade Show in August of 1999; (B) a cooperative venture (the “Venture”) whereby iviewit and Real 3D will create a production and portal company which will utilize iviewit technology and serve as a web–hosting service for customer data and websites; (C) a strategic alliance (the “Alliance”) for the development, marketing and licensing of iviewit technology to third parties.

*Definitive Agreement:*

The obligations of iviewit and Real 3D as proposed hereunder are subject to the preparation of a definitive agreement (“Definitive Agreement”) in form and substance satisfactory to the parties hereto and their counsel. The Definitive Agreement will contain customary representations, covenants and conditions appropriate for transactions of this nature in size and such further terms as the parties may agree; will be governed by the substantive laws of the State of Florida.

*Completion of Agreement:*

It is anticipated that the parties hereto will act diligently and in good faith to complete and execute the Definitive Agreement on or before August 1, 1999.

*Initial License:*

Real 3D wishes to secure a nonexclusive license from iviewit to incorporate iviewit technology into a presentation at the Siggraph Trade Show in August 1999. In this connection, iviewit will enter into a license agreement permitting Real 3D to integrate its technology into the trade show presentation, and will further agree to assist Real 3D in incorporating the technology into the Real 3D presentation. For the use of its technology at the trade show, iviewit shall receive a one–time license fee in the amount of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_.\_\_\_\_). In addition to the license fee, Real 3D agrees that the iviewit technology shall be readily identified and shall receive appropriate signage, and that iviewit representatives may be present at any presentation of their product at the trade show. They may distribute materials identifying and describing the iviewit technology to any participants at the show.

Real 3D may, at its option, elect to continue to incorporate the iviewit technology into Real 3D products (or products utilizing Real 3D technology) thereby extending its option for a period not to exceed five (5) years. In the event Real 3D so elects, iviewit shall be entitled to receive a license fee equal to \_\_\_\_\_ percent (\_\_\_\_%) of the gross sales of any such products for the first year, \_\_\_\_\_ percent (\_\_\_\_%) for the second year, \_\_\_\_\_ percent (\_\_\_\_%) for the third year, and \_\_\_\_\_ percent (\_\_\_\_%) for the fourth year and every year thereafter.

In the event Real 3D does not incorporate the iviewit technology into their products but elects to utilize the iviewit technology solely for additional trade shows and similar displays, Real 3D shall have the right to utilize the technology for a maximum of four (4) shows per year for a period of three (3) years provided Real 3D pays to iviewit an additional fee of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.\_\_\_\_) for each such additional show.

*Venture:*

Iviewit and Real 3D will enter into a cooperative venture whereby iviewit and Real 3D will create a production and portal company which will utilize iviewit technology and serve as a web-hosting service for customer data and websites. The parties will jointly develop a business, marketing and technology plan which will assist iviewit in successfully propagating its technology through the development of a production facility and a portal. Real 3D shall provide the venture with adequate facilities, equipment and personnel, at its present headquarters site, adequate to accommodate the production and portal company and the hosting service. Real 3D shall also provide web-content development and maintenance service for all aspects of iviewit technology. Finally, Real 3D shall provide (A) a service bureau for capturing iviewit images and video and (B) facilities for e-commerce access to the resultant images and video. For the use of its facilities and equipment as well as for its technological and marketing support, Real 3D shall receive a base fee of \_\_\_\_\_ (\$\_\_\_\_\_.\_\_\_\_) per month. In addition, Real 3D shall also receive a fee of \_\_\_\_\_ percent (\_\_\_\_%) of the gross revenues generated by the Venture. The duration of the Venture will be for two (2) years, with self-renewing one (1) year periods thereafter unless either of the parties terminates the Venture



upon one hundred twenty (120) days' notice prior to the end of the Venture term. During the time of existence of the Venture and thereafter, all rights to the data and technology of the Venture shall remain the property of iviewit. Moreover, any right of the Venture to use the iviewit technology shall be pursuant to a non-exclusive license and shall not prevent iviewit from using its technology in other ventures or from otherwise disseminating its technology through license or other arrangements.

*Alliance:*

Iviewit and Real 3D shall enter into an agreement establishing a strategic alliance to develop and market iviewit technology through licensing. Specifically, Real 3D will assist iviewit in developing a marketing and pricing plan designed to propagate iviewit's concepts and technology through the sale of licenses of third parties. In addition, Real 3D will actively assist iviewit in identifying strategic prospective customers and in marketing iviewit technology to such prospects. In exchange for its expertise and assistance in securing new licensees, Real 3D shall be entitled to receive \_\_\_\_\_ percent (\_\_\_%) of all license fees directly generated by Real 3D, and \_\_\_\_\_ percent (\_\_\_%) of all license fees otherwise generated during the duration of the Alliance. The term of the Alliance shall be for three (3) years and shall be self-renewing each year thereafter except if terminated by either party upon one hundred twenty (120) days' advance notice prior to the end of the term.

*Other Terms:*


Iviewit shall provide access to iviewit's process for Real 3D's use, demonstration and promotion of Real 3D products and Real 3D. Iviewit shall provide access and use of the iviewit brand and logo for promotion of Real 3D products and Real 3D. Iviewit shall promote Real 3D products, complimentary to iviewit products, in the process of marketing and sales of iviewit products. Real 3D shall provide access to and use of the Real 3D brand and logo for promotion of iviewit products and iviewit. Both parties shall acknowledge the strategic relationships existing between iviewit and Real 3D in order to assist in the commercialization and the successful promotion of both iviewit technologies and Real 3D technologies.

IN WITNESS WHEREOF, the parties have caused this Term Sheet to be executed as of the date first above written.

Date: July \_\_\_\_, 1999.

Proskauer uses yet another company Iviewit LLC not Iviewit.com LLC. Where are these companies coming from.

**WITNESSES:**

 **iviewit LLC**, a Delaware limited liability corporation,

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Signature of First Witness

Printed Name of First Witness

Signature of Second Witness

Printed Name of Second Witness

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Date: July \_\_, 1999.

**WITNESSES:**

SIGNATURE OF FIRST WITNESS

PRINTED NAME OF FIRST WITNESS

SIGNATURE OF SECOND WITNESS

PRINTED NAME OF SECOND WITNESS

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By:  
SIGNATURE

PRINTED NAME

Title:

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**Real 3D, Inc.**, a Florida corporation,

By:  
SIGNATURE

PRINTED NAME

Title: