

# EXHIBIT 4

August 14, 2003

CMGT, Inc.  
2 S 647 White Birch Lane  
Wheaton, Illinois 60187

Attention: Louis J. Franco, Chairman, President and CEO

Dear Lou:

This Letter of Intent is to set forth our understanding regarding the investment by \_\_\_\_\_, a \_\_\_\_\_ (the "Investor") of \$2,500,000 in CMGT, Inc, a Delaware corporation ("CMGT") in exchange for shares in CMGT constituting 51% of CMGT's capital stock at closing. A certain portion of this investment may take the form of existing or to-be-built Call Center facilities that will be acceptable to CMGT, in function and valuation, for the execution of its Business Plan. Except with respect to paragraphs 6, 7, 8, and 9, the provisions of this letter are not intended to be legally binding.

1. This investment decision will be subject to proper due diligence into all aspects of CMGT. Sole and final approval of the investment rests with Investor's Management and Board of Directors. This due diligence will be completed and the investment is contemplated by September 30, 2003. Unless extended by agreement of both parties, this Letter of Intent will terminate without recourse on that date.
2. It is understood that the Investor's 51% ownership interest will confer Native American status on CMGT and that CMGT will, therefore, be able to conduct its business as a Native American-owned company. Investor will immediately begin working with CMGT to design and implement an ongoing marketing plan that will maximize the effect of CMGT's Native American minority status.
3. It is understood that CMGT will use the \$2,500,000 provided pursuant paragraph 1 only as delineated in its Projections and Business Plan, as agreed to by the Investor.
4. CMGT hereby represents and warrants that (i) to its knowledge, all written information provided to the Investor by CMGT does not contain any untrue statement of material fact or omit to state any material fact which is necessary in order to make the statements contained therein not misleading in light of the circumstances under which they are made, and (ii) to its knowledge, the financial projections contained in the Business Plan and other documents have been prepared accurately based on assumptions described therein or in its Projections worksheet.
5. The terms and conditions governing the transaction described herein are to be set forth in a definitive agreement (the "Agreement"), which shall be subject to the approval of all of the parties and their counsel. Such terms and conditions shall include among others:
  - Warranties, representations and indemnities including those usually given in transactions of the nature herein contemplated, satisfactory to the Investor relating to CMGT's structure, organization, business, operations and financial condition;
  - The usual conditions which must be satisfied before parties to transactions of the type contemplated are obligated to close, including, but not limited to, obtaining of any required consents relating to material contracts, the absence of any litigation or other legal proceeding relating to this transaction or CMGT; and
  - Provisions relating to compliance with all applicable securities laws.

6. All the parties agree to use their reasonable best efforts to complete the aforesaid Agreement within 30 days. Investor acknowledges that CMGT is currently a party to another acquisition proposal (the "Competing Bid") which has been generally described to Investor.
7. Upon execution of the Agreement described in paragraph 5 by both parties, the investors will immediately pay to CMGT the sum of \$100,000 as a Bridge Loan, the terms and conditions of which will be negotiated and will include the issuance by CMGT of a certain amount of the outstanding common stock of CMGT.
8. Following execution of the letter, CMGT agrees to assist the Investor and its agents in the conduct of their full and complete due diligence. The Investor agrees to hold all information obtained by virtue of such access in confidence in accordance with the NDA executed between Investor and CMGT.
9. From the date of execution of this letter, CMGT will use its best efforts to operate its business in the manner described in the Business Plan and will use its best efforts to maintain its business as a going concern and maintain its business relationships. CMGT will advise Investor of any material deviation from the aforesaid, whether related to the Competing Bid or otherwise.

If the foregoing accurately describes our understandings and agreements, please sign, date and return the enclosed copy of this letter to me.

Sincerely,

\_\_\_\_\_, (the "Investor")

By:

\_\_\_\_\_  
Name, Title

Read and Agreed to this 14th day of August, 2003:

CMGT, Inc.

By:

\_\_\_\_\_  
Louis J. Franco, CEO

## EXHIBIT 5

CMGT, Inc.<sup>®</sup>

First InTouch™

LOUIS J. FRANCO, RHU  
Chairman, President and Chief Executive Officer

August 15, 2003

TO: ALL CMGT, INC. INVESTORS AND INTERESTED PARTIES

Re: Letter of Intent For "Newco" To Acquire Assets of CMGT, Inc.

Dear Valued Investors and Interested Parties:

I am writing this letter to respectfully request that the shareholders of CMGT, Inc. approve the transaction contemplated by the attached letter of intent, select the stock purchase price option (Section 2(a)(ii)), and authorize me to complete definitive documentation on behalf of CMGT and close the deal (the "Proposed Transaction"). For your convenience, I have also attached a copy of my first letter to you which summarized the Proposed Transaction.

I have attempted to personally discuss the Proposed Transaction with each of you. I apologize if we have not been able to personally communicate. I will also use this letter to address with all of you the questions that some of you have asked me about the Proposed Transaction.

The funding process for CMGT has been excruciating for all of us, and I am very sorry that even by doing my best I have not been able to deliver better results sooner. I believe that none of us can afford to let the process continue any further. My work on behalf of CMGT and you has resulted in close to \$40,000 of tax penalties being assessed against me and over \$100,000 of my credit card obligations being put in an active collection process by various issuers. In addition to devoting over three years of my life to CMGT, I have personally advanced over \$150,000 of my own money keeping CMGT afloat. I have been blessed to have some help from my dear family and friends to somewhat mitigate the financial burden, however, no matter what, after CMGT my family and I are starting over from scratch.

I'm not asking for sympathy. I just want you to know that I have been as devoted to CMGT as you. What I do request from you now is your support for the Proposed Transaction.

It is very important to recognize that the Proposed Transaction will take place at the *corporate* level. It is a purchase by Newco of CMGT assets from CMGT, not the shareholders of CMGT. The purchase price will be paid by Newco directly to CMGT. Although the purchase price is going to be paid by the delivery of Newco stock, there will be no "exchange" of stock between Newco and any of the shareholders of CMGT.

Based on my conversations with various shareholders, it is clear to me that the majority of you have expressed absolutely no interest in selecting the cash option referred to in the letter of intent for the Proposed Transaction, provided I will be managing Newco after the Proposed Transaction. For that reason, I am only asking you to consider whether or not we should proceed with the Proposed Transaction presuming that the purchase price to be paid to CMGT will be in shares of Newco and I become Newco's President and CEO.

Letter To CMGT, Inc. Investors  
August 15, 2003  
Page 2 of 6

Consummation of the Proposed Transaction will not be the end of the work that must be done to wind up CMGT's affairs. It is only the beginning. Each of our claims in and to CMGT will remain, whatever those interests may be -- equity, debt, contractual, etc. Disagreements that we may have among ourselves as to our respective claims will need to be resolved among ourselves and CMGT after the closing of the Proposed Transaction. We will need to satisfy all claims out of what will become CMGT's only assets of significance, its holding of Newco stock. Be mindful that the very same process will have to be completed even if the Proposed Transaction does not take place. The only difference, in my view, is that if we do not do the Proposed Transaction there is even less of a chance that our respective claims will be satisfied.

I hope to be a part of the process of amicably winding up CMGT's affairs following the closing of the Proposed Transaction. It will be a challenge, but if we all continue to work together I believe we can achieve a result that is at least fair.

Some of you have asked for information about the Newco investor group. I have no such information to share with you except the following. First, the transaction will not close unless we are all shown that Newco's initial capitalization is at least \$2.5 million. I believe that is a better commitment than I have been able to obtain for you from any of the hundreds of potential investors I've worked with on your behalf over the last three years and I have no reason to believe anything onerous is contemplated by the Newco group, such as a quick post-transaction sale of our software which is our most significant hard asset. Secondly, I have been able to come to terms with Newco on a five-year employment agreement to act as Newco's President and CEO. I must leave to you to decide whether my own confidence in Newco should influence your own. However, I can assure you that I will be working for the benefit of all holders of Newco stock, including the 20% that will come to CMGT as a result of the Proposed Transaction.

Some of you have asked whether particular terms of the letter of intent for the Proposed Transaction can be further negotiated. For example, it has been asked whether a time limit be put on the "tag along/drag along" provisions. I believe the letter of intent is fair and reasonable under the circumstances, and Newco has given no indication of a willingness for further concessions. We must all also understand that any concession we may be able to obtain will need to be reciprocal, and any such reciprocal change to the "tag along/drag along" provisions could be extremely detrimental to us. I believe this provision is one of our most important protections in the deal, and we should leave it alone.

For purposes of this vote, we will use the capitalization schedule I have attached for your convenience. I will share the results of the voting with you.

Although the Proposed Transaction only requires a majority vote, I would very much appreciate the support of each of you. With that support, I can assure you that we will expeditiously do everything we can to bring the Proposed Transaction to closing and thus be in as good of a position as possible to benefit you and CMGT. Without that support, I can do nothing for you. As you must certainly understand, I will, regrettably, need to move on and try to salvage my own financial situation by other means.

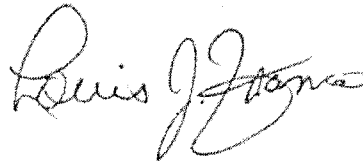
[LJF@trcmgtinvestors/08152003/chgo/c:d](mailto:LJF@trcmgtinvestors/08152003/chgo/c:d)

Letter To CMGT, Inc. Investors  
August 15, 2003  
Page 3 of 6

I remain available at any time for your questions and comments.

Please date and sign the Proxy I have included with this correspondence, retain a copy for your records and return a signed copy to my attention by fax (978-389-1060) with an original signed copy return to me by overnight mail, no later than 5 p.m., Friday, August 22, 2003. Please feel free to use UPS next day air delivery by using CMGT's UPS account number 28AF07 on the UPS airbill (you can call them at 1-800-172-5877 to make arrangements for pick up and delivery to me at our corporate address, shown on the bottom of the first page of this letter).

Very truly yours,



Louis J. Franco, RHU

Attachments: (2) 8/7/2003 Shareholder Letter; Proxy Statement

Cc: Ronald B. Given, Esq., Mayer, Brown, Rowe & Maw, Chicago

Letter To CMGT, Inc. Investors  
 August 15, 2003  
 Page 4 of 6

CMGT, Inc. - Investor Shareholder List as of 8/14/2003  
 Confidential Information

Name	Date of Investment	Investment Amount	Total Investment	Notes Payable	\$ Allocated for Preferred	Number of Preferred Shares	\$ Allocated for Common	Number of Common Shares
Lyric Capital	2/22/2002	20,000	20,000	20,000				
Lee M. Rask	10/31/2002	50,000	50,000		50,000			81,743.12
Bailiga, Wayne J., CPA, Esq.	3/13/2001	100,000	100,000		100,000			81,743
	5/28/2001	20,000	20,000		20,000			18,349
	4/4/2002	20,000	20,000		20,000			18,349
	5/21/2002	10,000	10,000		10,000			9,174
	7/26/2002	10,000	10,000		10,000			18,349.62
	8/16/2002	10,000	10,000		10,000			18,349.62
	10/28/2002	20,000	20,000		20,000			38,687.28
Carroll, R. Leonard, MD	2/18/2000	35,000	35,000		35,000			32,110
	3/8/2000	15,000	15,000		15,000			13,761
	12/19/2000	5,000	5,000		5,000			4,537
	8/19/2002	1,000	1,000		1,000			1,804.86
CC-1 Partnership	8/18/98	16,000	16,000		16,000			219,000
	9/31/2000	60,000	60,000		60,000			
	4/17/2000	15,000	15,000		15,000			
	5/11/2000	16,000	16,000		16,000			
	6/6/2000	16,000	16,000		16,000			
	8/19/2000	5,000	5,000		5,000			
	8/30/2000	12,000	12,000		12,000			
	8/30/2000	15,000	15,000		15,000			
Hollins/Levine, Jan & Byron, Esq.	3/16/2000	100,000	100,000		100,000			92,355
	1/25/2000	20,000	20,000		20,000			38,687.25
Holman, Linda & Ron, PhD	5/12/2000	100,000	100,000		100,000			91,745
	8/17/2000	100,000	200,000	100,000				
Quarles, Rob & Kim, Esq.	1/3/2001	25,000	25,000		25,000			22,938
Reed Egly Partnership	1/31/2000	30,000	30,000		30,000			27,525
	8/30/2000	25,000	25,000		25,000			22,356
	8/30/2000	35,000	35,000		35,000			
Regan, Kevin W, MD	3/15/2001	25,000	25,000		25,000			22,938
Ross, John S.	2/17/2000	50,000	50,000		50,000			45,672

LJF/ltrcmginvestors/08152003/chgo/c/d



Letter To CMGT, Inc. Investors  
August 15, 2003  
Page 5 of 6

CMGT, Inc. - Investor Shareholder List as of 8/14/2003  
Confidential Information

8/15/2003

Name	Date of Investment	Investment Amount	Total Investment	Notes Payable	\$ Allocated for Preferred	Number of Preferred Shares	\$ Allocated for Common	Number of Common Shares
Richard (Dick) Ross	7/11/2000	23,000	101,631				23,000	100,000
	8/10/2000	15,000					15,000	
	9/14/2000	15,000					15,000	
	6/30/2000	2,000					2,000	
	9/22/2000	3,000					3,000	
	9/29/2000	1,200					1,200	
	10/19/2000	2,500					2,500	
	4/27/2003	7,500			7,500	13,751		
	2/29/2003	25						25
	5/12/2000	5,750						5,750
10/30/2000	17,229						17,229	
10/25/2000	3,427						3,427	
		101,631						
Spaeth, Melvin, Esq.	6/6/2000	10,000	10,000		10,000	9,176		
Trautner, Charles W.	10/25/2000	5,000	158,000		5,000	5,595		
	6/14/2001	50,000			50,000	45,872		
	7/27/2000	50,000			50,000	45,872		
	8/11/2000	50,000			50,000	45,872		
		2,000			2,000	3,609.72		
		158,000						
Wong, James & Celia, CPA, CFE	5/10/2001	15,000	20,000		15,000	13,781		
	7/28/2002	5,000			5,000	8,174.31		
Catherine Garner	3/3/02 (09/25/00)		50			50	50,000	
<b>Total Capital Investment - All Shareholders</b>				120,000	1,034,471	1,143,459	94,181	150,000
Common Stock			(94,181)					
Notes Payable			(120,000)					
Accrued interest converted into Preferred			128,957			126,957		116,474
Preferred Stock Balance			1,161,428			1,161,428		1,259,943

1. All debt converted to equity (219,000 preferred Series A shares) per agreement between Ross/CC-1 and the company  
2. \$100,000 investment and \$100,000 note payable  
3. 100,000 common shares and 100,000 common stock warrants awarded per agreement between Ross and the company.

NOTE: THIS LIST INCLUDES CASH INVESTORS ONLY. THIS LIST DOES NOT INCLUDE CMGT MANAGEMENT TEAM.

Letter To CMGT, Inc. Investors  
 August 15, 2003  
 Page 6 of 6

**CMGT, INC. PROXY / VOTING INSTRUCTION SHEET  
 PROXY**

***This proxy is solicited in connection with shareholder approval of the transaction described in that certain letter agreement between CMGT, Inc. and Charles W. Trautner (on behalf of "Newco" referenced therein) dated July 31, 2003 (the "Proposed Transaction").***

The undersigned hereby appoints Louis J. Franco, with powers of substitution, as proxy for the undersigned to vote all the capital stock the undersigned may be entitled to vote at the CMGT, Inc. Shareholder Meeting to be held on September 1, 2003 at 2 S 647 White Birch Lane, Wheaton IL 60187 at 12:00 PM CDT, or any adjournment thereof, in the manner indicated below, and upon such other business as may lawfully come before the meeting. This Proxy will remain in effect until the consummation of the Proposed Transaction or October 17, 2003, whichever first occurs.

1. Proxy is directed to vote for and otherwise authorize CMGT, Inc. to consummate the Proposed Transaction and to elect as consideration CMGT, Inc.'s receipt of 20% of Newco's capital stock at closing.
2. Proxy is directed to cause CMGT, Inc. to execute and deliver any and all documentation required to consummate the Proposed Transaction.
3. Proxy is further authorized from time to time to take such actions and to execute and deliver such certificates, instruments, notices and documents as may be required or as Proxy may deem necessary, advisable or proper in order to consummate the Proposed Transaction, including any extension of the closing date thereof; all such actions to be performed in such manner, and all such certificates, instruments, notices and documents to be executed and delivered in such form, as the Proxy shall approve.

Please sign exactly as printed name appears hereon in the space, below. Joint owners should each sign. When signing as attorney, executor, administrator, trustee or guardian, please give full title as such.

\_\_\_\_\_  
 PRINTED NAME(S)

\_\_\_\_\_  
 SIGNATURE

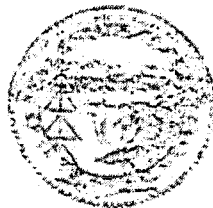
\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 SIGNATURE IF JOINTLY HELD

\_\_\_\_\_  
 DATE

## EXHIBIT 6

# Washoe Tribe of Nevada and California



September 2, 2003

CMGT, Inc.  
2 S 647 White Birch Lane  
Wheaton, Illinois 60187

Attention: Louis J. Franco, Chairman, President and CEO

Dear Lou:

This Letter of Intent will set forth our understanding regarding certain discussions that the Washoe Tribe of Nevada and California (the "Tribe") and CMGT, Inc, a Delaware corporation ("CMGT") have had. In general, we have discussed an investment of up to \$2,500,000 by the Tribe in exchange for a 51% ownership interest in the stock or assets of CMGT. It is contemplated that a certain portion of this investment will take the form of existing or to-be-built Call Center facilities that will be acceptable to CMGT, in function and valuation, for the execution of its Business Plan. Except with respect to paragraphs 6 and 8, the provisions of this letter of intent are not intended to be legally binding.

1. This investment decision will be subject to proper due diligence by the Tribe into all aspects of CMGT. Sole and final approval of the investment decision rests with the Tribe. It is contemplated that due diligence will be completed by September 30, 2003. Unless extended by agreement of both parties, this Letter of Intent will terminate without recourse on that date.
2. It is understood that the Tribe's 51% ownership interest will enable CMGT to conduct its business as a Native American-owned company. The Tribe will work with CMGT to design and implement a marketing plan that will maximize the effect of CMGT's Native American minority status.
3. It is understood that CMGT will use any investment provided pursuant paragraph 1 only as delineated in its Projections and Business Plan, as agreed to by the Tribe.

---

919 Highway 395 South, Gardnerville, Nevada 89410  
(775) 265-4191 • (775) 883-1446 • (530) 694-2339 • FAX (775) 265-6240

CMGT Letter of Intent  
Page 2 of 2

4. CMGT hereby represents and warrants that (i) to its knowledge, all written information provided to the Tribe by CMGT does not contain any untrue statement of material fact or omit to state any material fact which is necessary in order to make the statements contained therein not misleading in light of the circumstances under which they are made, and (ii) to its knowledge, the financial projections contained in the Business Plan and other documents have been prepared accurately based on assumptions described therein or in its Projections worksheet.
5. The terms and conditions governing the transaction described herein are to be set forth in a definitive agreement (the "Agreement"), which shall be subject to the approval of all of the parties and their counsel. Such terms and conditions shall include among others:
  - Warranties, representations and indemnities including those usually given in transactions of the nature herein contemplated, satisfactory to the Tribe relating to CMGT's structure, organization, business, operations and financial condition;
  - The usual conditions which must be satisfied before parties to transactions of the type contemplated are obligated to close, including, but not limited to, obtaining of any required consents relating to material contracts, the absence of any litigation or other legal proceeding relating to this transaction or CMGT; and
  - Provisions relating to compliance with all applicable securities laws.
6. All the parties agree to use their reasonable best efforts to make a decision whether to complete the aforesaid Agreement within 30 days. The Tribe acknowledges that CMGT is currently a party to another acquisition proposal (the "Competing Bid") which has been generally described to the Tribe.
7. Following execution of the letter, CMGT agrees to assist the Tribe and its agents in the conduct of their full and complete due diligence. The Tribe agrees to hold all information obtained by virtue of such access in confidence in accordance with a non-disclosure agreement executed between Tribe and CMGT.
8. From the date of execution of this letter, CMGT will use its best efforts to operate its business in the manner described in the Business Plan and will use its best efforts to maintain its business as a going concern and maintain its business relationships. CMGT will advise the Tribe of any material deviation from the aforesaid, whether related to the Competing Bid or otherwise.

If the foregoing accurately describes our understandings and agreements, please sign, date and return the enclosed copy of this letter to me.

CMGT Letter of Intent  
Page 3 of 3

Sincerely,

WASHOE TRIBE OF NEVADA AND CALIFORNIA

By:

---

A. Brian Wallace, Chairman

Read and Agreed to this 2nd day of September, 2003.

CMGT, INC.

By:

---

Louis J. Franco, CEO

## EXHIBIT 7

September 2, 2003

CMGT, Inc.  
2 S 647 White Birch Lane  
Wheaton, Illinois 60187

Attention: Louis J. Franco, Chairman, President and CEO

Dear Lou:

This Letter of Intent is to set forth our understanding regarding certain discussions that the Washoe Tribe of Nevada and California (the "Tribe") and CMGT, Inc, a Delaware corporation ("CMGT") have had. In general we have discussed an investment of up to \$2,500,000 in exchange for a 51% ownership interest in the stock or assets of CMGT. It is contemplated that a certain portion of this investment may take the form of existing or to-be-built Call Center facilities that will be acceptable to CMGT, in function and valuation, for the execution of its Business Plan. Except with respect to paragraphs 6 and 8, the provisions of this letter are not intended to be legally binding.

1. This investment decision will be subject to proper due diligence by the Tribe into all aspects of CMGT. Sole and final approval of the investment rests with the Tribe. It is contemplated that due diligence will be completed by September 29, 2003. Unless extended by agreement of both parties, this Letter of Intent will terminate without recourse on that date.
2. It is understood that the Tribe's 51% ownership interest will enable CMGT to conduct its business as a Native American-owned company. The Tribe will work with CMGT to design and implement an ongoing marketing plan that will maximize the effect of CMGT's Native American minority status.
3. It is understood that CMGT will use any investment provided pursuant paragraph 1 only as delineated in its Projections and Business Plan, as agreed to by the Tribe.
4. CMGT hereby represents and warrants that (i) to its knowledge, all written information provided to the Tribe by CMGT does not contain any untrue statement of material fact or omit to state any material fact which is necessary in order to make the statements contained therein not misleading in light of the circumstances under which they are made, and (ii) to its knowledge, the financial projections contained in the Business Plan and other documents have been prepared accurately based on assumptions described therein or in its Projections worksheet.
5. The terms and conditions governing the transaction described herein are to be set forth in a definitive agreement (the "Agreement"), which shall be subject to the approval of all of the parties and their counsel. Such terms and conditions shall include among others:
  - Warranties, representations and indemnities including those usually given in transactions of the nature herein contemplated, satisfactory to the Tribe relating to CMGT's structure, organization, business, operations and financial condition;
  - The usual conditions which must be satisfied before parties to transactions of the type contemplated are obligated to close, including, but not limited to, obtaining of any required consents relating to material contracts, the absence of any litigation or other legal proceeding relating to this transaction or CMGT; and
  - Provisions relating to compliance with all applicable securities laws.
6. All the parties agree to use their reasonable best efforts to complete the aforesaid Agreement within 30 days. The Tribe acknowledges that CMGT (x) is currently a party to another acquisition proposal,

Deleted: 30

Deleted: (the "Competing Bid")



which has been generally described to the Tribe and that CMGT expects will close by September 30, 2003, and (v) will currently consider any other competing bids until such time as an actual transaction is consummated. CMGT does not anticipate that any other transaction will close before September 29, 2003.

7. Following execution of the letter, CMGT agrees to assist the Tribe and its agents in the conduct of their full and complete due diligence. Although CMGT believes the Tribe will have ample time and opportunity to conduct its due diligence, the Tribe acknowledges that the undersigned Louis J. Franco is the only employee of CMGT that is available to attend to all the various parties currently conducting due diligence. The Tribe agrees to hold all information obtained by virtue of such access in confidence in accordance with the NDA executed between the Tribe and CMGT.
8. From the date of execution of this letter, CMGT will use its reasonable best efforts to operate its business in the manner described in the Business Plan and will use its reasonable best efforts to maintain its business as a going concern and maintain its business relationships. During the term of this letter and as long as the Tribe remains active in its pursuit of a transaction, CMGT will advise the Tribe of any material deviation from the aforesaid, including whether any of the referenced competing bids may close prior to September 29, 2003.

If the foregoing accurately describes our understandings and agreements, please sign, date and return the enclosed copy of this letter to me.

Deleted:  
Deleted: related to the  
Deleted: C  
Deleted: B  
Deleted: or otherwise

Sincerely,

WASHOE TRIBE OF NEVADA AND CALIFORNIA

By:

\_\_\_\_\_  
A. Brian Wallace, Chairman

Read and Agreed to this 2nd day of September, 2003:

CMGT, Inc.

By:

\_\_\_\_\_  
Louis J. Franco, CEO

# EXHIBIT 8

Spehar Capital LLC

Professional Capital Services Based On Integrity

---

**MEMORANDUM TO:** Lou Franco, President, CMGT, Inc.  
**FROM:** Gerry Spehar, Spehar Capital LLC  
**DATE:** August 8, 2003  
**RE:** Chuck Trautner/Newco LOI  
**Cc:** Ron Given, Esq., Mayer Brown Rowe and Maw

---

Dear Lou,

This morning I received your correspondence regarding the July 31, 2003 LOI from Charles W. "Chuck" Trautner outlining "Newco's" offer to acquire assets of CMGT, Inc. With regards to Chuck's LOI and some of its terms, I need to call your attention to certain facts and provisions of Spehar Capital's September 30, 2002 Letter Agreement with CMGT:

1. Chuck Trautner and "Newco" are covered investors under our agreement by virtue of your having "approved Spehar Capital to hold discussions and exchange information regarding CMGT during the term of our Agreement" with Chuck - please refer to page 3, "Compensation, 1)". Exhibit A to our Agreement lists investors covered by the Agreement and contemplates being amended by written addendum from time to time. We have historically updated Exhibit A at irregular intervals. Although we have not recently found time to formally update Exhibit A, in light of Chuck's LOI and some of its terms, this memo will memorialize a few of my/our many approved past discussions and exchanges of information with Chuck and his "investors" regarding his various ideas and efforts to help fund CMGT.
  - a) As you know, at your request and as contemplated in our agreement, I have participated directly with Chuck in many discussions and exchanges of CMGT investment information, as well as with Jim Patterson, Harlan Smith, Richard Bellamy, Robert Chernick and others whom Chuck introduced as potential investors and/or co-coordinators of investing groups interested in funding CMGT.
  - b) Regarding "Newco", on January 27, 2003 you asked me to participate in a phone conference with you, Ron Given and Chuck to vet and understand Chuck's ideas for restructuring CMGT into an entity he referred to as "Newco". On that call we discussed Chuck's idea of "Newco" doing an asset purchase as a vehicle to afford CMGT a fresh start - shedding some of the baggage and history that he felt were encumbering CMGT's funding efforts. We asked Chuck to clarify the concept and get back to us for CMGT's further consideration when he could provide more specific detail. FYI, subsequent to that call Chuck has called me directly several times and we have discussed CMGT.

---

1625 Grandview Avenue, Glendale, CA 91201  
Phone: 818.247.5533 • Cell: 818.512.9371 • Fax: 818.247.0616  
Email: gspehar1@earthlink.net

Memorandum To: Lou Franco, CMGT, Inc.  
August 8, 2003  
Page 2 of 2

Lou, pending an update of Exhibit A as contemplated by our agreement, please acknowledge that the above discussions took place, that you "approved Spehar Capital to hold discussions and exchange information regarding CMGT" with Chuck and his investor groups and that both Chuck and the investor groups that he introduced and/or represents should be included in Exhibit A.

As long as we are informally updating Exhibit A, I would also ask that you acknowledge the call we held this past Tuesday, August 5, with David Wilson of FlexBen Corporation and that FlexBen and David should become a part of Exhibit A.

2. I am aware that "asset purchase" agreements are sometimes used to establish a new "purchasing" entity that is not bound by the contracts of the old "selling" entity. This potential was contemplated and addressed in our Agreement in 5) on page 2, which reads:

"In the event that Accepted Capital, as defined herein, is used to fund a successor company to CMGT, all of the terms of this agreement shall apply to such successor company and this Agreement shall be made an obligation of such successor company under the terms of any asset purchase agreement with such successor company."

In light of all the above, Spehar Capital expects to be fully compensated under our Agreement should CMGT consummate a deal with Chuck Trautner's "Newco".

Lou, I look forward to continuing to work with you on all CMGT funding scenarios...please let me know if I can be of help. At this juncture, I would not advise committing to Chuck's proposed Newco investment until you know who the investors are and have much more specific definition as to their intentions and specific long-term commitments to your business, shareholders and management. You need at least that to be able to adequately compare "Newco's" potential to the other CMGT funding alternatives that are just now coming to fruition. Having worked this hard and waited this long, CMGT should take great care to realize the best value for your shareholders.

At this point I see nothing in this LOI that should distract you from continuing to pursue a Native American/minority-status funding - CMGT would carry much more power in its marketplace with that status and/or the backing of the premier VC groups that are either partners in those efforts or otherwise considering investing in CMGT.

Best regards,

Gerry

## EXHIBIT 9

## Robert Carroll

---

**From:** Given, Ronald B. [RGiven@mayerbrownrowe.com]  
**Sent:** Friday, August 08, 2003 3:58 PM  
**To:** Gerry Spehar; Franco, Lou  
**Subject:** RE: [Fwd: Newco LOI]

Gerry:

Although your attachment is to Lou, I would like to address it. As Lou's situation continued (and continues) to become more desperate, I have kept a separate channel of communication on behalf of CMGT with Chuck. The LOI is a consequence of those separate and distinct communications. In the course of formulating the LOI, Chuck and I have never discussed any of the prior communications to which you refer (and some of which I also participated in). Lou did not initiate or orchestrate the LOI. On the contrary, Lou's input prior to yesterday's circulation has primarily been in a fine tuning of the proposal; for example, making sure that CMGT can continue with your current prospects. As to the proposed LOI deal itself, your assistance is not required nor requested at this time. If a role opens for you, either in putting the deal together or post closing, you will hear directly from Lou or Chuck. You obviously know that Lou and I are big fans of what you bring to the table.

Lou has his hands full. As to his pending matters with you, as well as to the MOIC matter, I encourage the both of you to continue your positive work. As to the proposed LOI transaction, to avoid distractions, I would ask Lou to simply refer any questions you might have to me.

A good weekend to you both.

Ronald B. Given

Mayer, Brown, Rowe & Maw LLP  
190 S. LaSalle Street  
Suite 3132  
Chicago, IL 60603-3441  
Phone: (312) 701-7382  
Fax: (312) 706-8137  
Cell: (312) 286-5252  
Res.: (312) 431-9952  
> Email: <<mailto:rgiven@mayerbrownrowe.com>>  
>  
>

Assistant to Ronald B. Given:

Evajean T. Bugajski  
Phone: (312) 701-7632  
> Email: <<mailto:ebugajski@mayerbrownrowe.com>>  
>

I

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

**From:** Gerry Spehar [mailto:gspehar1@earthlink.net]  
**Sent:** Friday, August 08, 2003 4:26 PM  
**To:** Franco, Lou  
**Cc:** Given, Ronald B.  
**Subject:** [Fwd: Newco LOI]

Sorry...here's the attachment.

---

NOTICE: This e-mail message and all attachments transmitted with it are intended solely for the use of the addressee and may contain legally privileged and confidential

information. If the reader this message is not the intend recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by replying to this message and please delete it from your computer.

**EXHIBIT 10**



## Robert Carroll

---

**From:** Gerry Spehar [gspehar1@earthlink.net]  
**Sent:** Saturday, August 09, 2003 12:39 PM  
**To:** Given, Ronald B.  
**Cc:** Franco, Lou  
**Subject:** Re: [Fwd: Newco LOI]

Ron,

To be blunt - I hope we know each other well enough by now - your comments miss the point that matters and make points that are irrelevant to the discussion and confuse the issue. The important and relevant question is: Did Chuck Trautner - at any point during the term of my contract with CMGT - become a legitimate member of Exhibit A of that contract? The honest answer is: Yes, he did. Once he legitimately became a member of Exhibit A, the Rubicon was crossed, so to speak, and Spehar Capital became entitled to be paid per its contract with CMGT. You, or any one else for that matter, can open or maintain a back channel at any time to any of the members of Exhibit A, but Spehar Capital is still entitled to compensation on deals you do - and rightly so. Were this not the case, what would prevent anyone from going around my contract with CMGT - via a "separate and distinct communications" back channel - to any of Exhibit A's members at any time?

Ron, we all know that Chuck Trautner has been acting in the capacity of "deal doer" for CMGT since the beginning of my involvement with CMGT. Lou long ago made the decision to involve me in CMGT's discussions with Chuck, and has not only continuously solicited my advice on Chuck's many forays into "deal doing", but has also asked me to directly participate in discussions with Chuck on many, many occasions - some of which also involved you. I have always complied and I gave but a few examples in yesterday's memo. All parties to those many discussions - Lou, you and Chuck - have solicited my advice at various times and welcomed my participation on many occasions, and I've contributed much to our collective understanding that has helped move the ball along. I don't know what you and Chuck could possibly be talking about that is truly "separate and distinct" from the all encompassing CMGT territory we've covered in those many discussions. I don't know what you could possibly discuss that is not colored by the advice and information I have continuously provided to you, Lou and Chuck - at Lou's request. If you kick the ball across the goal at this point, Ron, are you truly claiming that everyone else on the team was just standing around watching while you single-handedly dribbled it all the way up the field through all those defenders? That seems a bit much and certainly doesn't fit with the Ron Given I've come to know and love.

There are many examples of "deal doers" like Chuck listed in Exhibit A - Jim Patterson, Richard Bellamy, Robert Chernick, Council Tree all come quickly to mind. They all have been acting for other (sometimes anonymous) investors and, just like Chuck, it is unclear exactly how they will be compensated and how much - if any - of their own money they are contributing to the deals we've discussed. Just like Chuck, some of them work a bit in the dark and have presented different iterations of investors and deals to CMGT. Ron, I would have no way of knowing if any of them have opened or continued a "separate and distinct communication" with you, but I do know that I would be paid if you consummated a transaction with them. I also know that I would feel good about being compensated because I know how much I've contributed to their/your understanding and consequent ability to do a deal that makes sense for CMGT.

We have both been trying to help Lou and CMGT over the past years, and no one on this planet can honestly claim to have applied himself in that regard with more diligence and integrity than me. With regards to Exhibit A, Lou and I have always operated on a basis of trust. He has involved me in discussions with many parties - FlexBen is a current case in point - and I have contributed when he asked and trusted him to eventually acknowledge those parties' inclusion in Exhibit A. I am trusting both of you will do the right thing and acknowledge Chuck Trautner's rightful inclusion in that list.

You say you and Lou are fans, Ron. If you ask yourself why, I believe you'll recognize that it has a lot to do with integrity. There are a lot of competent and smart people - some of them much more accomplished than I - doing what I do. Why are you and Lou still

working with me? I believe it has a lot to do with the fact that you know you can trust me to be honest and to do my best to steer you right and to do the right thing myself. I'm asking you to do the same.

Now, to my role as CMGT's financial advisor. For CMGT's sake, I wish you would have seen fit to involve me as one of CMGT's professional advisors in your discussions with Chuck and in constructing Lou's response to Chuck's LOI and his Letter to Investors and Interested Parties. We've certainly worked well as a team in the past and CMGT has seen value in my involvement - why not now? We worked out efficient and amicable ways to keep me involved as a valued advisor when others tried to exclude me, why not now? Lou has often asked and expected me to ask the hard questions of investors that are needed to focus discussions and clarify nebulous issues - he has specifically asked that of me in our past discussions with Chuck. This posture and role can be irritating at times, granted - but is often needed and in CMGT's best interest if handled professionally.

FYI, had I been involved in my capacity as advisor to CMGT, I would have suggested a different course of action and counsel to shareholders. Here are my thoughts, and I'd be interested in hearing your rationale, on several points:

1. So far, none of the many deals Chuck has thrown our way have panned out. Given the lack of success in that extensive past history, does it make sense to prohibit CMGT from interacting with new investors when there are still so many unanswered questions about Chuck's "Newco"? Just a week or so ago Lou received an "out-of-the-blue" call from Warburg Pincus - unless they were already listed in Exhibit A to Chuck's LOI, Lou couldn't field that call today. He's now in a box with Chuck & friends for a period of time, just when we've been experiencing a surprising spate of unsolicited activity (e.g. FlexBen and Warburg Pincus) - had you asked I would have advised against these limitations. To date, we haven't permitted anyone else to put us in this box in the LOI stage - why should Chuck Trautner be treated any differently? Yes, he is a significant shareholder, but he is acting in a "deal doer" capacity in this instance and should be treated in a similar fashion to any other "deal doer" in my opinion. I see nothing in his LOI or history that warrants special treatment - indeed, there are substantial unanswered questions and gray areas.

2. Why did Lou counsel CMGT shareholders "I believe this is a deal we should and must do" when there are still so many unanswered questions about it? In my professional opinion, that statement runs the risk of prematurely encouraging shareholders to take a path which is still encumbered with many major questions. Keep in mind, we have a credible deal pending with Madison Dearborn that would not only keep CMGT intact, but would also bring extremely valuable ANC minority status - and a decision is imminent. I would have suggested, at most, a statement like: "I believe this is a deal we should seriously consider along with other pending transactions".

3. There may be misplaced/incorrect listings in the LOI's Exhibit A, and some other entities I would have included in that Exhibit A had I been asked to contribute.

Most importantly, Ron, doesn't it make much more sense to engage in a collaborative effort involving all of CMGT's trusted and experienced advisors in these areas (e.g. Spehar Capital) - especially when there is no financial reason to exclude me from these discussions since Chuck's legitimately in Spehar Capital's Exhibit A in any case?

Finally, addressing your last point, in the course of advising Lou on financial and investment matters I will most likely continue to discuss Chuck's LOI directly with Lou. Far from being a distraction, in light of Lou's statement to shareholders it is now one of the primary funding alternatives that I need to assess, compare and generally provide Lou input on in the conduct of my services to CMGT. CMGT has engaged me specifically to advise on these matters and help Lou with them - especially when his hands are full. I will, of course, continue to actively pursue all other viable financing alternatives.

Have a good weekend...I'm sure we'll be talking soon.

Gerry

"Given, Ronald B." wrote:

> Gerry:

>

> Although your attachment is to Lou, I would like to address it. As Lou's situation continued (and continues) to become more desperate, I have kept a separate channel of communication on behalf of CMGT with Chuck. The LOI is a consequence of those separate and distinct communications. In the course of formulating the LOI, Chuck and I have never discussed any of the prior communications to which you refer (and some of which I also participated in). Lou did not initiate or orchestrate the LOI. On the contrary, Lou's input prior to yesterday's circulation has primarily been in a fine tuning of the proposal; for example, making sure that CMGT can continue with your current prospects. As to the proposed LOI deal itself, your assistance is not required nor requested at this time. If a role opens for you, either in putting the deal together or post closing, you will hear directly from Lou or Chuck. You obviously know that Lou and I are big fans of what you bring to the table.

>

> Lou has his hands full. As to his pending matters with you, as well as to the MOIC matter, I encourage the both of you to continue your positive work. As to the proposed LOI transaction, to avoid distractions, I would ask Lou to simply refer any questions you might have to me.

>

> A good weekend to you both.

>

> Ronald B. Given

>

> Mayer, Brown, Rowe & Maw LLP

> 190 S. LaSalle Street

> Suite 3132

> Chicago, IL 60603-3441

> Phone: (312) 701-7382

> Fax: (312) 706-8137

> Cell: (312) 286-5252

> Res.: (312) 431-9952

> > Email: <<mailto:rgiven@mayerbrownrowe.com>>

>

>

> Assistant to Ronald B. Given:

>

> Evajean T. Bugajski

> Phone: (312) 701-7632

> > Email: <<mailto:ebugajski@mayerbrownrowe.com>>

>

>

> I

> -----Original Message-----

> From: Gerry Spehar [mailto:gspehar1@earthlink.net]

> Sent: Friday, August 08, 2003 4:26 PM

> To: Franco, Lou

> Cc: Given, Ronald B.

> Subject: [Fwd: Newco LOI]

>

> Sorry...here's the attachment.

>

>

> NOTICE: This e-mail message and all attachments transmitted with it are intended solely for the use of the addressee and may contain legally privileged and confidential information. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by replying to this message and please delete it from your computer.

# EXHIBIT 11

**Robert Carroll**

---

**From:** Given, Ronald B. [RGiven@mayerbrownrowe.com]  
**Sent:** Saturday, August 09, 2003 3:55 PM  
**To:** gspehar1@earthlink.net  
**Subject:** Re: [Fwd: Newco LOI]

Gerry: It is worth again saying, as we have each said, that we appreciate each other's professionalism and hard work on CMGT's behalf. However, you have not succeeded in putting together anything of your own to date and are not part of the LOI transaction. I encourage you to continue your work on the deals that have been carved out for you to continue with. I'm going to try to get the LOI deal done, but I am just as happy to work on one of your prospects.

There is nothing left to be said regarding the LOI, in my view. If you wish to pursue it, you will be in an adversarial position and should deal with us through counsel. You have the right to do that, of course, but if you do I believe all your activities on behalf of CMGT should cease (as well as your MOIC involvement) -- ultimately, that is not my call, however.

---

Ronald B. Given  
Mayer, Brown, Rowe & Maw  
190 S. LaSalle Street  
Suite 3132  
Chicago, IL 60603-3441  
Phone: (312) 701-7382  
Fax: (312) 706-8137  
Cell: (312) 286-5252  
Res.: (312) 431-9952  
Email: rgiven@mayerbrownrowe.com

Assistant to Ronald B. Given:

Evajejan T. Bugajski  
Phone: (312) 701-7632  
Email: ebugajski@mayerbrownrowe.com

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

From: Gerry Spehar <gspehar1@earthlink.net>  
To: Given, Ronald B. <RGiven@mayerbrownrowe.com>  
CC: Franco, Lou <Louman01@aol.com>  
Sent: Sat Aug 09 13:38:49 2003  
Subject: Re: [Fwd: Newco LOI]

Ron,

To be blunt - I hope we know each other well enough by now - your comments miss the point that matters and make points that are irrelevant to the discussion and confuse the issue. The important and relevant question is: Did Chuck Trautner - at any point during the term of my contract with CMGT - become a legitimate member of Exhibit A of that contract? The honest answer is: Yes, he did. Once he legitimately became a member of Exhibit A, the Rubicon was crossed, so to speak, and Spehar Capital became entitled to be paid per its contract with CMGT. You,

or any one else for that matter, can open or maintain a back channel at any time to any of the members of Exhibit A, but Spehar Capital is still entitled to compensation on deals you do - and rightly so. Were this not the case, what would prevent anyone from going around my contract with CMGT - via a "separate and distinct communications" back channel - to any of Exhibit A's members at any time?

Ron, we all know that Chuck Trautner has been acting in the capacity of "deal doer" for CMGT since the beginning of my involvement with CMGT. Lou long ago made the decision to involve me in CMGT's discussions with Chuck, and has not only continuously solicited my advice on Chuck's many forays into "deal doing", but has also asked me to directly participate in discussions with Chuck on many, many occasions - some of which also involved you. I have always complied and I gave but a few examples in yesterday's memo. All parties to those many discussions - Lou, you and Chuck - have solicited my advice at various times and welcomed my participation on many occasions, and I've contributed much to our collective understanding that has helped move the ball along. I don't know what you and Chuck could possibly be talking about that is truly "separate and distinct" from the all encompassing CMGT territory we've covered in those many discussions. I don't know what you could possibly discuss that is not colored by the advice and information I have continuously provided to you, Lou and Chuck - at Lou's request. If you kick the ball across the goal at this point, Ron, are you truly claiming that everyone else on the team was just standing around watching while you single-handedly dribbled it all the way up the field through all those defenders? That seems a bit much and certainly doesn't fit with the Ron Given I've come to know and love.

There are many examples of "deal doers" like Chuck listed in Exhibit A - Jim Patterson, Richard Bellamy, Robert Chernick, Council Tree all come quickly to mind. They all have been acting for other (sometimes anonymous) investors and, just like Chuck, it is unclear exactly how they will be compensated and how much - if any - of their own money they are contributing to the deals we've discussed. Just like Chuck, some of them work a bit in the dark and have presented different iterations of investors and deals to CMGT. Ron, I would have no way of knowing if any of them have opened or continued a "separate and distinct communication" with you, but I do know that I would be paid if you consummated a transaction with them. I also know that I would feel good about being compensated because I know how much I've contributed to their/your understanding and consequent ability to do a deal that makes sense for CMGT.

We have both been trying to help Lou and CMGT over the past years, and no one on this planet can honestly claim to have applied himself in that regard with more diligence and integrity than me. With regards to Exhibit A, Lou and I have always operated on a basis of trust. He has involved me in discussions with many parties - FlexBen is a current case in point - and I have contributed when he asked and trusted him to eventually acknowledge those parties' inclusion in Exhibit A. I am trusting both of you will do the right thing and acknowledge Chuck Trautner's rightful inclusion in that list.

You say you and Lou are fans, Ron. If you ask yourself why, I believe you'll recognize that it has a lot to do with integrity. There are a lot of competent and smart people - some of them much more accomplished than I - doing what I do. Why are you and Lou still working with me? I believe it has a lot to do with the fact that you know you can trust me to be honest and to do my best to steer you right and to do the right thing myself. I'm asking you to do the same.

Now, to my role as CMGT's financial advisor. For CMGT's sake, I wish you would have seen fit to involve me as one of CMGT's professional advisors in your discussions with Chuck and in constructing Lou's response to Chuck's LOI and his Letter to Investors and Interested Parties. We've certainly worked well as a team in the past and CMGT has seen value in my involvement - why not now? We worked out efficient and amicable ways to keep me involved as a valued advisor when others tried to exclude me, why not now? Lou has often asked and expected me to ask the hard questions of investors that are needed to focus discussions and clarify nebulous issues - he has specifically asked that of me in our past discussions with Chuck. This posture and role can be irritating at times, granted - but is often needed and in CMGT's best interest if handled professionally.

FYI, had I been involved in my capacity as advisor to CMGT, I would have suggested a different course of action and counsel to shareholders. Here are my thoughts, and I'd be interested in hearing your rationale, on several points:

1. So far, none of the many deals Chuck has thrown our way have panned out. Given the lack of success in that extensive past history, does it make sense to prohibit CMGT from interacting with new investors when there are still so many unanswered questions about Chuck's "Newco"? Just a week or so ago Lou received an "out-of-the-blue"

call from Warburg Pincus - unless they were already listed in Exhibit A to Chuck's LOI, Lou couldn't field that call today. He's now in a box with Chuck & friends for a period of time, just when we've been experiencing a surprising spate of unsolicited activity (e.g. FlexBen and Warburg Pincus) - had you asked I would have advised against these limitations. To date, we haven't permitted anyone else to put us in this box in the LOI stage - why should Chuck Trautner be treated any differently? Yes, he is a significant shareholder, but he is acting in a "deal doer" capacity in this instance and should be treated in a similar fashion to any other "deal doer" in my opinion. I see nothing in his LOI or history that warrants special treatment - indeed, there are substantial unanswered questions and gray areas.

2. Why did Lou counsel CMGT shareholders "I believe this is a deal we should and must do" when there are still so many unanswered questions about it? In my professional opinion, that statement runs the risk of prematurely encouraging shareholders to take a path which is still encumbered with many major questions. Keep in mind, we have a credible deal pending with Madison Dearborn that would not only keep CMGT intact, but would also bring extremely valuable ANC minority status - and a decision is imminent. I would have suggested, at most, a statement like: "I believe this is a deal we should seriously consider along with other pending transactions".

3. There may be misplaced/incorrect listings in the LOI's Exhibit A, and some other entities I would have included in that Exhibit A had I been asked to contribute.

Most importantly, Ron, doesn't it make much more sense to engage in a collaborative effort involving all of CMGT's trusted and experienced advisors in these areas (e.g. Spehar Capital) - especially when there is no financial reason to exclude me from these discussions since Chuck's legitimately in Spehar Capital's Exhibit A in any case?

Finally, addressing your last point, in the course of advising Lou on financial and investment matters I will most likely continue to discuss Chuck's LOI directly with Lou. Far from being a distraction, in light of Lou's statement to shareholders it is now one of the primary funding alternatives that I need to assess, compare and generally provide Lou input on in the conduct of my services to CMGT. CMGT has engaged me specifically to advise on these matters and help Lou with them - especially when his hands are full. I will, of course, continue to actively pursue all other viable financing alternatives.

Have a good weekend...I'm sure we'll be talking soon.

Gerry

"Given, Ronald B." wrote:

> Gerry:

>

> Although your attachment is to Lou, I would like to address it. As Lou's situation continued (and continues) to become more desperate, I have kept a separate channel of communication on behalf of CMGT with Chuck. The LOI is a consequence of those separate and distinct communications. In the course of formulating the LOI, Chuck and I have never discussed any of the prior communications to which you refer (and some of which I also participated in). Lou did not initiate or orchestrate the LOI. On the contrary, Lou's input prior to yesterday's circulation has primarily been in a fine tuning of the proposal; for example, making sure that CMGT can continue with your current prospects. As to the proposed LOI deal itself, your assistance is not required nor requested at this time. If a role opens for you, either in putting the deal together or post closing, you will hear directly from Lou or Chuck. You obviously know that Lou and I are big fans of what you bring to the table.

>

> Lou has his hands full. As to his pending matters with you, as well as to the MOIC matter, I encourage the both of you to continue your positive work. As to the proposed LOI transaction, to avoid distractions, I would ask Lou to simply refer any questions you might have to me.

>

> A good weekend to you both.

>

> Ronald B. Given

>

> Mayer, Brown, Rowe & Maw LLP  
> 190 S. LaSalle Street  
> Suite 3132  
> Chicago, IL 60603-3441  
> Phone: (312) 701-7382  
> Fax: (312) 706-8137  
> Cell: (312) 286-5252  
> Res.: (312) 431-9952  
>> Email: <<<mailto:rgiven@mayerbrownrowe.com>>>  
>>  
>>  
> Assistant to Ronald B. Given:  
>  
> Evajejan T. Bugajski  
> Phone: (312) 701-7632  
>> Email: <<<mailto:ebugajski@mayerbrownrowe.com>>>  
>>  
>  
> I  
> -----Original Message-----  
> From: Gerry Spehar [<mailto:gspehar1@earthlink.net>]  
> Sent: Friday, August 08, 2003 4:26 PM  
> To: Franco, Lou  
> Cc: Given, Ronald B.  
> Subject: [Fwd: Newco LOI]  
>  
> Sorry...here's the attachment.  
>  
>

> NOTICE: This e-mail message and all attachments transmitted with it are intended solely for the use of the addressee and may contain legally privileged and confidential information. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by replying to this message and please delete it from your computer.

---

NOTICE: This e-mail message and all attachments transmitted with it are intended solely for the use of the addressee and may contain legally privileged and confidential information. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by replying to this message and please delete it from your computer.



## EXHIBIT 12

## Robert Carroll

---

**From:** Given, Ronald B. [RGiven@mayerbrownrowe.com]  
**Sent:** Tuesday, August 19, 2003 6:52 PM  
**To:** gspehar1@earthlink.net; Louman01@aol.com; lfranco@cmgt.com  
**Subject:** Re: Notice to Chuck Trautner per our call

This, of course, is not what we discussed.

I very much regret, Gerry, that from my lawyer's perspective it seems you have always focused so much on yourself and churning words that you have forgotten that your job was to raise money. You have never been in a better position to actually do your job (go out and get someone to beat the LOI for heavens sakes!), but you choose to squander your energy spending all your time on nonsense like this.

I will discuss our conversations with Chuck and repeat to him my view that your claim is without merit and that, in any event, any claim you may have is against CMGT. I have to say what I believe, whether or not it suits your personal purposes.

And of course, Gerry, Lou and I are not preventing you from directly dealing with Chuck. I realize that is less dramatic than playing this snake in the grass game, but you seem to think you have a relationship with him and your threats might have affect whether or not there is legal substance. I believe from a legal point of view this will set you up for claims against you by the CMGT investors, but you seem intent on causing harm to everyone (including yourself).

Lou and I need to focus on positive work and actually getting things done. From a legal point of view, we simply cannot play your game of throwing E-Mails back and forth. We have talked to you. We have listened to you. We have told you our view. I'm sorry, but we can do no more. I think you need to listen and think a bit more. In any event, you have told us you have counsel. I will henceforth deal only with him or her, as is appropriate.

-----  
Ronald B. Given  
Mayer, Brown, Rowe & Maw  
190 S. LaSalle Street  
Suite 3132  
Chicago, IL 60603-3441  
Phone: (312) 701-7382  
Fax: (312) 706-8137  
Cell: (312) 286-5252  
Res.: (312) 431-9952  
Email: rgiven@mayerbrownrowe.com

Assistant to Ronald B. Given:

Evajean T. Bugajski  
Phone: (312) 701-7632  
Email: ebugajski@mayerbrownrowe.com

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

From: Gerry Spehar <gspehar1@earthlink.net>  
To: Franco, Lou <Louman01@aol.com>; Franco, Lou <lfranco@cmgt.com>; Given, Ronald B.

8/23/2006

<RGiven@mayerbrownrowe.com>

Sent: Tue Aug 19 19:02:52 2003

Subject: Notice to Chuck Trautner per our call

Gentlemen:

This email is to confirm that in the course of our telephone discussion today you both agreed to notify Chuck Trautner and his investor group of Spehar Capital's claim to all elements of compensation per its contract with CMGT should CMGT consummate the transaction contemplated by Chuck's July 31, 2003 LOI - or any other transaction involving Chuck, for that matter.

Further, Spehar Capital's contract with CMGT specifies: "In the event that Accepted Capital, as defined herein, is used to fund a successor company to CMGT, all of the terms of this agreement shall apply to such successor company and this Agreement shall be made an obligation of such successor company under the terms of any asset purchase agreement with such successor company." Thus, Chuck and his investor group should also be immediately informed that both the "Newco" contemplated in Chuck's LOI and "Oldco"/CMGT would be obligated to honor Spehar Capital's contract with CMGT.

To be perfectly clear:

- a) Spehar Capital's contract applies to Chuck and Chuck's LOI transaction, and
- b) Spehar Capital's contract binds both CMGT/"Oldco" and "Newco" in Chuck's LOI transaction.

Simply put, paragraph 8. of Chuck's LOI should not have been agreed to by CMGT.

As is your duty per your agreement in today's conversation, please immediately inform Chuck that Spehar Capital expects to be fully compensated - by CMGT/"Oldco" and "Newco" - under its Agreement with CMGT should CMGT consummate its pending deal with Chuck Trautner's "Newco".

Please copy me on your notice to Chuck.

Best regards,

Gerry Spehar  
Spehar Capital, LLC

PS. Ron, in between your many epithets and derogatory comments, you were extremely dismissive today of my efforts to discuss a settlement based on honoring Spehar Capital's contract. You encouraged me to "bring it on" and told me that you were "not afraid" because whatever I do would not affect the deal. In your words: "This deal will go forward!"

I'm glad you have such confidence and I look forward to Chuck's or a better deal getting done and bringing a successful conclusion to our long and arduous struggle to get CMGT funded.

8/23/2006

PPS. Lou, I received a call from a representative of the Washoe Tribe today and will be fielding more questions tomorrow with a goal of getting an NDA and LOI shortly.

---

NOTICE: This e-mail message and all attachments transmitted with it are intended solely for the use of the addressee and may contain legally privileged and confidential information. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by replying to this message and please delete it from your computer.

# EXHIBIT 12

**CMGT, Inc.**<sup>®</sup>

**First InTouch**<sup>™</sup>

LOUIS J. FRANCO, RHU  
Chairman, President and Chief Executive Officer

August 26, 2003

TO: ALL CMGT, INC. INVESTORS AND INTERESTED PARTIES

Re: Letter of Intent For "Newco" To Acquire Assets of CMGT, Inc.

Dear Valued Investors and Interested Parties:

I am very pleased to report that the shareholders of CMGT, Inc. have responded to my August 15 letter with a decisive majority vote in favor of the Newco transaction to acquire assets of CMGT and "FOR" the 20% Newco stock purchase decision contemplated in the Letter of Intent. Thank you very much for your consideration and confidence in your management's recommendation!

As promised, the vote tally is detailed on the attached Schedule.

Regretfully, I must also advise you that I have received two specific objections to the proposed Newco transaction. First, Gerry Spehar/Spehar Capital has claimed that he is entitled to compensation as a result of the Newco transaction under a contract he has with CMGT, Inc. Your management and legal counsel strongly disagree with this contention. Unfortunately, our numerous conversations with Gerry on this topic have not been productive. Secondly, Dick Ross/CC-1 Ltd. Partnership has challenged the validity of the capitalization schedule attached to my August 15<sup>th</sup> letter and refused to submit his vote. As you know, we believe the capitalization schedule used for this voting is absolutely appropriate and fair to everyone.

The Spehar/Ross/CC-1 claims should not be allowed to delay or in any way hinder the proposed transaction. Even if their claims were deemed to have merit, the appropriate venue for the resolution of those claims will be in the winding up of CMGT, Inc. That is not before us today.

Nonetheless, because of the existence of these claims, Newco will require indemnification and an escrow of the shares to assure indemnification obligations can be satisfied. Also, to protect against any threat to break-up the transaction after it is consummated, Newco will require an independent license to CMGT, Inc.'s software that would survive any break-up of the transaction.


These are commercially reasonable requirements that are within the scope of my own authority and the Letter of Intent, and we could expect the same requirements from any buyer under the circumstances. Although I am disappointed (disappointment that I know you share), I am confident that any claims against the transaction will not succeed and, as a practical matter, the only substantive effect we will be facing is additional documentation complexity and a delay in the winding up of CMGT, Inc. until such time as the escrow is released.

Letter To CMGT, Inc. Investors  
August 26, 2003  
Page 2 of 3

We have satisfied the notice and voting requirements to consummate the Newco transaction and have provided answers to shareholders' questions in my letters to you. I'm now putting my full efforts into the completion of definitive documentation and meeting our target closing date of September 30<sup>th</sup>.

I will keep you posted.

Very truly yours,



Louis J. Franco, RHU

Attachment: (1) Shareholder Vote Tally Schedule

Cc: Ronald B. Given, Esq., Mayer, Brown, Rowe & Maw, Chicago

**ACTUAL SHAREHOLDER VOTE SUMMARY as of 8/26/2003**

	INVESTORS' VOTE TALLY			
	# Shares Held	"FOR" \$500K Cash	"FOR" 20% Newco Stock	No Vote
<b>CASH INVESTORS</b>				
Baliga, Wayne	211,009.49	0.00	211,009.49	0.00
Carrroll, Leonard	52,292.86	0.00	52,292.86	0.00
CC-1 Partnership	219,000.00	0.00	0.00	219,000.00
Donwen, William	13,761.00	0.00	13,761.00	0.00
Garner, Catherine	50,000.00	0.00	50,000.00	0.00
Hollins, Byron & Jan	129,052.25	0.00	129,052.25	0.00
Holman, Ron & Linda	91,745.00	0.00	0.00	91,745.00
Quarles, Kim & Rob	22,936.00	0.00	22,936.00	0.00
Rask, Lee	91,743.12	0.00	91,743.12	0.00
Reed-Egley Partnership	50,459.00	0.00	50,459.00	0.00
Regan, Kevin	22,936.00	0.00	22,936.00	0.00
Ross, John	45,872.00	0.00	45,872.00	0.00
Ross, Richard	113,761.00	0.00	0.00	113,761.00
Spaeth, Melvin	9,176.00	0.00	0.00	9,176.00
Trautner, Charles	146,790.72	0.00	146,790.72	0.00
Wong, Celia & Jim	22,935.31	0.00	22,935.31	0.00
<b>TOTAL SHARES</b>	<b>1,293,469.75</b>	<b>0.00</b>	<b>859,787.75</b>	<b>433,682.00</b>
Total Cash Investors # Shares Needed For Majority (51%)	659,669.57		66%	34%

	MANAGEMENTS' VOTE TALLY			
	# Shares Held	"FOR" \$500K Cash	"FOR" 20% Newco Stock	No Vote
<b>MANAGEMENT</b>				
Crandall, Rob	100,000.00	0.00	100,000.00	0.00
DiBenedetto, Debbie	185,000.00	0.00	185,000.00	0.00
Franco, Lou	255,000.00	0.00	255,000.00	0.00
Jackson, Craig	100,000.00	0.00	0.00	100,000.00
Walker, Bill	190,000.00	0.00	190,000.00	0.00
<b>TOTAL SHARES</b>	<b>830,000.00</b>	<b>0.00</b>	<b>730,000.00</b>	<b>100,000.00</b>
Total Management # Shares Needed For Majority (51%)	423,300.00		88%	12%
<b>GRAND TOTAL - ALL SHAREHOLDERS</b>	<b>2,123,469.75</b>	<b>0.00</b>	<b>2,342,724.60</b>	<b>533,682.00</b>
Total All Shareholders # Shares Needed For Majority (51%)	1,082,969.57		75%	25%



# EXHIBIT 14

*CMGT, Inc.*

*First InTouch*

*TouchSpeed*

A CMGT, Inc. Company

TECHNOLOGY, INC.

# **CORPORATE DOCUMENTS**

---

*The Standard For Integrated Comprehensive Absence and Disability Management™*

CMGT-00001

**CMGT, INC.® SUMMARY OF POTENTIAL CORPORATE LIABILITIES**

As of 09-01-2003 - All issues subject to legal opinion of Mayer, Brown, Rowe & Maw (Legal counsel for CMGT, Inc.)

Issue(s)	Curative Action(s)	\$\$ Value	Considerations/Comments
<p>1. Catherine H. Garner Separation &amp; Consulting Agreement</p> <p>2. Contractual issues</p> <p>3. Past breach of contract &amp; fraudulent actions</p>	<ul style="list-style-type: none"> <li>Offered settlement terms of 50,000 shares of common stock (no cash/no other terms) and secure release &amp; waiver of all claims against CMGT</li> </ul>	<p>Stock</p>	<ul style="list-style-type: none"> <li>CHG has agreed/signed to 50,000 shares &amp; release/waiver of claims against CMGT re: Lyric funding</li> </ul>
<p>1. Richard M. Ross Separation &amp; Consulting Agreement &amp; CC-1 Partnership Agreement</p>	<ul style="list-style-type: none"> <li>Offer settlement terms per Agreement letters to R. M. Ross &amp; CC-1 Partnership (preferred stock &amp; common stock warrants + \$5,000/mo. for 24 mos. to R. M. Ross; and 219,000 shares preferred stock to CC-1)</li> <li>Secure release &amp; waiver of all claims against CMGT</li> </ul>	<p>Stock + \$120,000 (5,000 per mo. for 24 mos.)</p>	<ul style="list-style-type: none"> <li>R. M. Ross and CC-1 Partnership agreed/signed agreement/waiver of claims against CMGT re: Lyric funding on 10-25-2001 - RMR now claims these agreements are null &amp; void because they pertain only to a previous CMGT funding offer</li> <li>R.M. Ross agreement = \$5,000/mo. for 24 mos. post-funding, plus 2 yr. Warrants to purchase 100,000 shares common stock, plus 100,000 shares preferred stock</li> <li>CC-1 agreement = 219,000 shares preferred stock</li> </ul>
<p>1. Touch Speed Technology, Inc. Purchase Agreement:</p> <ol style="list-style-type: none"> <li>Stock to Messrs. Jackson &amp; Crandall</li> <li>CMGT missed \$200,000 payment due 8/2000 &amp; \$250,000 payment due 7/2001 plus interest &amp; penalties</li> <li>Balance of \$450,000 Payments to Messrs. Jackson &amp; Crandall</li> </ol>	<ul style="list-style-type: none"> <li>Stock &amp; \$\$ subj. to financier approval - Management suggests structure a final settlement of all monies owed RCC &amp; CLJ equal to one-time cash payment of \$150,000 (\$75,000 each), subj. to RCC continued consulting agreement/ no breach actions / RCC &amp; CLJ release &amp; waiver of all claims;</li> <li>Mitigate stock/\$\$ terms owed with OPAL report substantiating T/S software not fully functional at time of closing &amp; material breach actions by Craig that damaged Company &amp; mitigated funding efforts</li> <li>Secure release &amp; waiver of all claims against CMGT</li> </ul>	<p>&lt; \$450,000 + Stock</p>	<ul style="list-style-type: none"> <li>R. Crandall indicated via E-mail that a final settlement of \$150,000 to be split between RCC &amp; CLJ is acceptable to them in settlement of all monies owed them</li> <li>C. Jackson has indicated they will agree to \$75,000 each, plus stock, plus balance of \$\$ owed over time</li> <li>Messrs. Jackson &amp; Crandall have previously demanded immediate issuance of stock &amp; payment of principal, interest, penalties</li> <li>C. Jackson voluntarily terminated his relationship with CMGT in August 2001 by walking off the job</li> </ul>

STRICTLY CONFIDENTIAL INFORMATION - DO NOT COPY, DUPLICATE OR DISTRIBUTE

**CMGT, INC.® SUMMARY OF POTENTIAL CORPORATE LIABILITIES**

As of 09-01-2003 - All issues subject to legal opinion of Mayer, Brown, Rowe & Maw (Legal counsel for CMGT, Inc.)

Issue(s)	Curative Action(s)	Meritless claim	Considerations/Comments
<ul style="list-style-type: none"> <li>▪ Web Barth/CareManagement.com, Inc. Letter Agreement</li> </ul>	<ul style="list-style-type: none"> <li>▪ Negotiate settlement comprised of \$ paid out over 24 months, post-funding &amp; marketing/sales consulting</li> <li>▪ Grant 50,000 shares, subject to secured release &amp; waiver of all claims against CMGT</li> </ul>	<p>Meritless claim</p>	<ul style="list-style-type: none"> <li>▪ Letter Agreement made between R. Ross &amp; W. Barth, based on rights to LTC product that never happened</li> <li>▪ Saviar/Spaeth Agreement terminated by CMGT for non-performance, misrepresentation &amp; damage to CMGT</li> <li>▪ R. Spaeth has not agreed to proposed stock redistribution or waiver of claim(s) agreed to by all other CMGT shareholders (4/11/2001 letter)</li> <li>▪ R. Spaeth represents his father, a CMGT shareholder</li> </ul>
<ul style="list-style-type: none"> <li>4. SEI Agreement/Robert Spaeth</li> <li>1. SEI Agreement superceded by Saviar/SEI Agreement – then terminated when CMGT terminated Saviar/SEI</li> <li>2. RMR promised Robert Spaeth reimbursement of expenses &amp; 50,000 shares CMGT stock – Lyric terms showed 50,000 shares for R. Spaeth</li> </ul>	<ul style="list-style-type: none"> <li>▪ No legal action initiated</li> <li>▪ Likelihood of settlement is high if legal action taken against CMGT</li> </ul>	<p>Meritless claim</p>	<ul style="list-style-type: none"> <li>▪ MBR&amp;M and Management agree there is no basis for a claim</li> <li>▪ G. Spehar has indicated he will take legal action to enforce his contract based on his previous introductions to/discussions with Chuck Trautner &amp; various investors</li> </ul>
<ul style="list-style-type: none"> <li>5. Spehar Capital Agreement/Gerry Spehar</li> <li>1. Claim that CWT Investor Group offer to fund CMGT is included in CMGT/Spehar Capital Agreement</li> </ul>	<ul style="list-style-type: none"> <li>▪ Reimbursements to be made to Mgt. Team promised by CMGT, Inc.</li> </ul>	<p>Approx. \$210,000</p>	<ul style="list-style-type: none"> <li>▪ Subj. to substantiation/expense reports post-funding</li> </ul>
<ul style="list-style-type: none"> <li>6. Reimbursement of Management Team Pre-Operating Expenses:                             <ol style="list-style-type: none"> <li>1. L. Franco - \$180,000</li> <li>2. Craig Jackson - \$30,000</li> <li>3. Rob Crandall - \$2,500</li> </ol> </li> <li>7. Zolendek, Strassels, Green &amp; Freed PC                             <ol style="list-style-type: none"> <li>1. \$30,000 services/consulting fees</li> </ol> </li> </ul>	<ul style="list-style-type: none"> <li>▪ Offer to pay reduced amount due to questionable billings re: consulting services and unprofessional accounting services rendered.</li> <li>▪ Terminate all contracts &amp; secure release &amp; waiver of all claims against CMGT</li> <li>▪ No action required</li> </ul>	<p>Meritless claim</p>	<ul style="list-style-type: none"> <li>▪ RMR hired Zolendek and signed agreements without authorization</li> <li>▪ Zolendek Balance Sheet &amp; Financials produced are questionable/unprofessional work product; Zolendek 'consulting services' unsubstantiated – no work product</li> <li>▪ Legal services agreed to by RMR without authorization re: So. African business deals – no work product delivered</li> </ul>
<ul style="list-style-type: none"> <li>8. Gammage &amp; Burnham Invoices</li> </ul>	<p>No action required</p>	<p>Meritless claim</p>	<p>Legal services agreed to by RMR without authorization re: So. African business deals – no work product delivered</p>

**STRICTLY CONFIDENTIAL INFORMATION – DO NOT COPY, DUPLICATE OR DISTRIBUTE**

**CMGT, INC.® SUMMARY OF POTENTIAL CORPORATE LIABILITIES**

As of 09-01-2003 - All issues subject to legal opinion of Mayer, Brown, Rowe & Maw (Legal counsel for CMGT, Inc.)

Issue(s)	Curative Action(s)	\$\$ Value	Considerations/Comments
----------	--------------------	------------	-------------------------

Substantive Potential Claims/Litigation Issues - Degree of Risk			
1	Saviar/SEI Agreement - <i>Low</i> <ul style="list-style-type: none"> <li>Total non-performance &amp; serious misrepresentation issues that damaged CMGT.</li> </ul>	None required	Meritless claim
2	Spehar Capital Agreement - <i>High</i> <ul style="list-style-type: none"> <li>Claim that CWT Investor Group offer to fund CMGT is included in CMGT/Spehar Capital Agreement</li> </ul>	None required	Meritless claim
3	CMGT Expired Note(s): <ul style="list-style-type: none"> <li>Ron &amp; Linda Holman (\$100,000) plus add'l stock- <i>High if not repaid; Very Low if repaid</i></li> <li>Other shareholders if Holman's are paid - <i>Very Low</i></li> </ul>	<ul style="list-style-type: none"> <li>Re: Holmans: CWT Investor Group asset purchase-based LOI makes no provision for assumption of any CMGT liabilities</li> <li>Re: other shareholders - None Required</li> </ul>	TBD

*N.B.:* All issues subject to legal opinion of Mayer, Brown, Rowe & Maw (Legal counsel for CMGT, Inc.)

STRICTLY CONFIDENTIAL INFORMATION - DO NOT COPY, DUPLICATE OR DISTRIBUTE

## EXHIBIT 15

## Robert Carroll

---

**From:** Given, Ronald B. [RGiven@mayerbrownrowe.com]  
**Sent:** Wednesday, September 17, 2003 11:27 AM  
**To:** Louis J. Franco; Wong, James M.; Byron Hollins; Catherine H. Garner; CC-1 Ltd. Partnership ; Deborah V. DiBenedetto; Forest Reed; Gerry Spehar; Kevin W. Regan; Kim Quarles; Lee Rask; Melvin Spaeth; R. Leonard Carroll; Robert C. Crandall; Robert C. Crandall; Robert D. Spaeth; Robert D. Spaeth; Robert D. Spaeth; Ron Holman; Wayne J Baliga; William J. Donwen; William W. Walker  
**Subject:** Purported Spehar TRO  
**Attachments:** faxjob.pdf



faxjob.pdf (65 KB)

I attach a fax I received yesterday. Mayer Brown has not been retained to deal with this matter, and we do not expect to be. Lou Franco will be available tomorrow. Gerry Spehar's particulars are as follows:

Gerry Spehar  
1625 Grandview Avenue  
Glendale, CA 91201  
Ph. 818-247-5533

His lawyer's info is on the attached.

Ronald B. Given

Mayer, Brown, Rowe & Maw LLP  
190 S. LaSalle Street  
Suite 3132  
Chicago, IL 60603-3441  
Phone: (312) 701-7382  
Fax: (312) 706-8137  
Cell: (312) 286-5252  
Res.: (312) 431-9952  
> Email: <<mailto:rgiven@mayerbrownrowe.com>>  
>  
>

Assistant to Ronald B. Given:

Evajean T. Bugajski  
Phone: (312) 701-7632  
> Email: <<mailto:ebugajski@mayerbrownrowe.com>>  
>

---

NOTICE: This e-mail message and all attachments transmitted with it are intended solely for the use of the addressee and may contain legally privileged and confidential information. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by replying to this message and please delete it from your computer.

**RODI, POLLOCK, PETTKER, GALBRAITH & CAHILL**

A LAW CORPORATION  
444 SOUTH FLOWER STREET, SUITE 1700  
LOS ANGELES, CALIFORNIA 90071-2901  
TELEPHONE: (213) 895-4900  
FACSIMILE: (213) 895-4921

**FACSIMILE COVER SHEET**

<b>DATE:</b>	September 16, 2003	<b>TOTAL NUMBER OF PAGES:</b>	5
		(Including Cover Sheet)	
<b>TO:</b>	Ronald B. Given Mayer, Brown, Rowe & Maw	<b>FAX:</b>	(312) 706-8137
		<b>PHONE:</b>	(312) 701-7382
<b>FROM:</b>	Kenneth A. Franklin	<b>FILE#:</b>	5945-L1
<b>RE:</b>	Spehar v. CMGT, Inc.		

**MESSAGE:** Please see attached.

Originals with enclosures will be sent by:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> U.S. Mail | <input type="checkbox"/> Overnight Courier |
| <input type="checkbox"/> Messenger            | <input type="checkbox"/> E-Mail            |
| <input type="checkbox"/> Will not be sent     |  |

*Please call June Weiss at (213) 895-4900, X-233 if you do not receive all pages or if message is not legible.*

THIS TRANSMISSION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, PLEASE BE AWARE THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, WE WOULD APPRECIATE YOUR CALLING US IMMEDIATELY SO THAT WE MAY ARRANGE FOR THE RETURN OF THE ORIGINAL MESSAGE TO US. THANK YOU.



**RODI-POLLOCK**

JOHN D. CAHILL  
JOHN D. PETTKER  
WILLIAM R. CHRISTIAN  
HENRY P. FRANOV, JR.  
ALLAN E. CERAN  
G. STEPHEN DAVIS  
CRIS K. O'NEILL  
THOMAS CURTIS, JR.  
ELIZABETH B. BLAKELY  
TIMOTHY G. CEPERLEY  
ALFRED KLEIN  
KENNETH A. FRANKLIN  
WADE S. NORWOOD  
ANDREW W. BODEAU  
JEAN M. BEASLEY

RODI, POLLOCK, PETTKER, GALBRAITH & CAHILL  
A LAW CORPORATION

444 SOUTH FLOWER STREET  
SUITE 1700  
LOS ANGELES, CALIFORNIA 90071-2901  
TEL: (213) 895-4900

KARL B. RODI (1008-1982)  
DANIEL C. BOND (1842-1877)  
PAUL E. SCHWAB (1898-1873)

OF COUNSEL  
JOHN P. POLLOCK  
ROBERT A. YAMRO  
DAVID K.W. CHANG

TELECOPIERS  
(213) 895-4921  
(213) 895-4922  
(213) 895-4750

OUR FILE NUMBER  
3943-L1

September 16, 2003

VIA FACSIMILE - (312) 706-8137  
and VIA U.S. MAIL

Ronald B. Given  
Mayer, Brown, Rowe & Maw  
190 S. La Salle Street  
Chicago, Illinois 60603-3441

Re: Spehar Capital LLC v. CMGT, Inc.

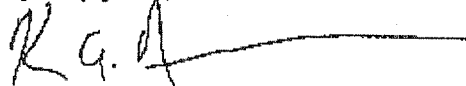
Dear Mr. Given:

Enclosed please find a copy of the Temporary Restraining Order issued by the Los Angeles Superior Court on Friday. To expedite this process we attempted to directly serve Louis Franco, but have been advised by our process server that Mr. Franco is avoiding service. As a result, we have served CMGT in Delaware as provided by Delaware law.

If you would like a copy of the complaint and moving papers, please call me and we will be happy to provide them by Federal Express or facsimile.

If you have any questions, please do not hesitate to call.

Very truly yours,

  
Kenneth A. Franklin

KAF:bjw

1 RODI, POLLOCK, PETTKER, GALBRAITH  
 & CAHILL, A Law Corporation  
 2 ANDREW W. BODEAU (SBN 183600)  
 KENNETH A. FRANKLIN (SBN 143809)  
 3 444 South Flower Street, Suite 1700  
 Los Angeles, California 90071-2901  
 4 Telephone: (213) 895-4900  
 Facsimile: (213) 895-4921  
 5  
 6 STEVEN A. KLEND, LLC  
 STEVEN A. KLEND, ESQ. (*Pro hac vice* to be filed)  
 600 Grant St., Suite 300  
 7 Denver, Colorado 80203  
 Telephone: (303) 785-7777  
 8 Facsimile: (303) 861-1777  
 9 Attorneys for Plaintiff,  
 SPEHAR CAPITAL, LLC, a California limited liability company

ORIGINAL FILED  
 SEP 12 2003  
 SUPERIOR COURT

10  
 11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 12 FOR THE COUNTY OF LOS ANGELES  
 13 (NORTH CENTRAL DISTRICT - BURBANK)

14 SPEHAR CAPITAL, LLC, a California  
 limited liability company,

CASE NO. BC 037602

15 Plaintiff,

ORDER TO SHOW CAUSE RE PRELIMINARY  
 INJUNCTION AND TEMPORARY  
 RESTRAINING ORDER

16 v.

17 CMGT, INC., a Delaware corporation, and  
 18 DOES 1 through 100, inclusive

Date: 10-03-03

Time: 9:00 a.m.

Dept. N C "A"

19 Defendants.  
 20

21 Upon reading the verified complaint of plaintiff Spehar Capital, LLC ("Spehar") on file  
 22 herein, Spehar's *ex parte* application and accompanying memorandum of points and authorities  
 23 and declarations, and it appearing to the satisfaction of the Court that this is a proper case for the  
 24 granting of an order to show cause and temporary restraining order, and that unless the temporary  
 25 restraining order prayed for be granted against defendant CMGT, Inc. ("CMGT"), CMGT will  
 26 cause great and irreparable injury before the hearing on the order to show cause,

27 IT IS HEREBY ORDERED that CMGT appear in Department ~~1~~ of this Court, located at  
 28 300 East Olive, Burbank, California, on 10/3, 2003, at 9:00 a.m., or as soon

RODI, POLLOCK, PETTKER, GALBRAITH & CAHILL  
 A LAW CORPORATION  
 444 SOUTH FLOWER STREET, SUITE 1700  
 LOS ANGELES, CALIFORNIA, 90071-2901  
 TELEPHONE: (213) 895-4900

1 thereafter as the matter may be heard, then and there to show cause, if any they have, why it, and  
2 its officers, agents, servants, employees, representatives, and all persons acting in concert or  
3 participating with them, should not be enjoined and restrained during the pendency of this action  
4 from engaging in, committing, or performing, directly or indirectly, any and all of the following  
5 acts:

- 6 (a) proceeding with the asset sale transaction between CMGT and Newco;
- 7 (b) consummating, or taking any further steps toward consummating the asset-  
8 purchase transactions between CMGT and Newco, or any other transaction by CMGT whose  
9 terms do not comply with all terms of the CMGT-Spehar agreement;
- 10 (c) selling, transferring, pledging or encumbering any of CMGT's assets or property,  
11 other than in the ordinary course of its business; and
- 12 (d) licensing any of CMGT's software.

13 IT IS FURTHER ORDERED that pending the hearing and determination on the order to  
14 show cause, CMGT, and its officers, agents, servants, employees, representatives, and all persons  
15 acting in concert or participating with them, shall be and are hereby restrained and enjoined from  
16 engaging in, committing, or performing, directly or indirectly, any and all of the following acts:

- 17 (a) proceeding with the asset sale transaction between CMGT and Newco;
- 18 (b) consummating, or taking any further steps toward consummating the asset-  
19 purchase transactions between CMGT and Newco, or any other transaction by CMGT whose  
20 terms do not comply with all terms of the CMGT-Spehar agreement; and
- 21 (c) selling, transferring, pledging or encumbering any of CMGT's assets or property,  
22 other than in the ordinary course of its business; and
- 23 (d) licensing any of CMGT's software.

24 ///  
25 ///  
26 ///  
27 ///  
28 ///


ROEL POLLOCK, PETER, GARRATH & CASILL  
ALAW CORPORATION  
444 SOUTH FLOWER STREET, SUITE 1100  
LOS ANGELES, CALIFORNIA 90071-2811  
TELEPHONE: 213186-8400

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

IT IS FURTHER ORDERED that copies of Spchar's *ex parte* application and accompanying memorandum of points and authorities, declarations, and complaint be served upon CMGT not later than 9/17/ 2003, by 5:00 p.m ..

LET THE ABOVE ORDER ISSUE.

Dated: September 12, 2003

  
\_\_\_\_\_  
Judge, Los Angeles County Superior Court  
Michael S. Wick

RODOLFO, POLLOCK, PETTER, CALBRATH & CAHILL  
LAW CORPORATION  
444 SOUTH FLOWER STREET, SUITE 1700  
LOS ANGELES, CALIFORNIA 90071-2801  
TELEPHONE (213) 481-4500

# EXHIBIT 16

## Robert Carroll

---

**From:** Given, Ronald B. [RGiven@mayerbrownrowe.com]  
**Sent:** Friday, September 19, 2003 10:44 AM  
**To:** Louis J. Franco; Wong, James M.; Byron Hollins; Catherine H. Garner; CC-1 Ltd. Partnership ; Deborah V. DiBenedetto; Forest Reed; Gerry Spehar; Kevin W. Regan; Kim Quarles; Lee Rask; Melvin Spaeth; R. Leonard Carroll; Robert C. Crandall; Robert C. Crandall; Robert D. Spaeth; Robert D. Spaeth; Robert D. Spaeth; Ron Holman; Wayne J Baliga; William J. Donwen; William W. Walker  
**Subject:** Purported Spehar TRO

As you know, Gerry Spehar has initiated a purported TRO in Los Angeles relating to the NEWCO transaction. As a consequence of this action by Gerry Spehar, and presuming that it is not immediately withdrawn, (x) Lou Franco has advised me that he must now reluctantly plan to leave his position with CMGT and pursue other opportunities, and (y) representatives of NEWCO have indicated that they intend to terminate the LOI in short order. There is no expectation that Gerry Spehar will do the right thing.

As Lou Franco told you, Gerry Spehar asserted that his contract applied to the NEWCO transaction, an assertion that CMGT, NEWCO and counsel strongly believe has absolutely no substantive basis. Notwithstanding the fact that we believed, and continue to believe, that Gerry Spehar's claim is absolutely spurious, Gerry Spehar knows that he was entitled to assert his claim against CMGT, in the same way that each of you are entitled to assert your claims, after the NEWCO transaction occurred and when CMGT would finally have something of value that is worth anyone's time and effort to argue about, namely shares of NEWCO stock. That would have at least been a fair way for Gerry Spehar to deal with this situation.

It seems obvious that there is no jurisdictional basis for Gary Spehar to bring his lawsuit in Los Angeles when CMGT is a Delaware corporation operating from Illinois. Moreover, injunctions are only appropriate if regular "legal" remedies are inadequate. In this case it is hard to imagine that even Gerry Spehar feels he is entitled to more than the 20% of NEWCO stock that we had hoped to get to CMGT. Injunctive action is also clearly inappropriate if, as seems likely, all Gerry Spehar is really seeking is money. Gerry Spehar seems to want to resolve his claim prior to the claims of any other stakeholders and has found lawyers willing to accommodate him no matter what.

Spurious or not, CMGT has no money to fight this battle. As Lou Franco advised you in his communications regarding the proposed NEWCO transaction, his efforts on your behalf over the years have left him on the verge of financial disaster and he needs to turn to productive pursuits. You are aware that Gerry Spehar chose to try to serve Debbie Franco with notice of his purported TRO last Saturday morning at home. This is simply going too far. Although NEWCO would very much like to do the transaction that it proposed to you, a transaction that you approved in an overwhelming and enthusiastic fashion, no one should expect it or any other third-party to go forward in the face of these despicable tactics.

I know there is concern about CMGT breaching its current client contracts, and questions have arisen whether those clients might seek redress from CMGT shareholders. Lou Franco and I will work on this issue before he leaves.

Many have questioned how it is that an individual who does not seem to have done anything for CMGT can inflict such direct and intentional harm on those whose contributions are beyond dispute. The answer may simply be that CMGT has run out of time and can no longer act on your behalf to protect your interests from Gerry Spehar.

Feel free to contact Lou or me with any questions or comments that you might have regarding the current situation. I have appreciated the opportunity of working with you these last three years. Best regards.

Ronald B. Given

Mayer, Brown, Rowe & Maw LLP  
190 S. LaSalle Street  
Suite 3132

Chicago, IL 60603-3441  
Phone: (312) 701-7382  
Fax: (312) 706-8137  
Cell: (312) 286-5252  
Res.: (312) 431-9952  
> Email: <<mailto:rgiven@mayerbrownrowe.com>>  
>  
>

Assistant to Ronald B. Given:

Evajean T. Bugajski  
Phone: (312) 701-7632  
> Email: <<mailto:ebugajski@mayerbrownrowe.com>>  
>

---

NOTICE: This e-mail message and all attachments transmitted with it are intended solely for the use of the addressee and may contain legally privileged and confidential information. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by replying to this message and please delete it from your computer.

# EXHIBIT 17



1 RODI, POLLOCK, PETTKER, GALBRAITH  
2 & CAHILL, A Law Corporation  
3 ANDREW W. BODEAU (SBN 183600)  
4 KENNETH A. FRANKLIN (SBN 143809)  
5 444 South Flower Street, Suite 1700  
6 Los Angeles, California 90071-2901  
7 Telephone: (213) 895-4900  
8 Facsimile: (213) 895-4921

9 STEVEN A. KLEND, LLC  
10 STEVEN A. KLEND, ESQ. (admitted *pro hac vice*)  
11 600 Grant Street, Suite 300  
12 Denver, Colorado 80203  
13 Telephone: (303) 514-3179  
14 Facsimile: (303) 861-1777

15 Attorneys for Plaintiff,  
16 SPEHAR CAPITAL, LLC, a California limited liability company

**FILED**  
LOS ANGELES SUPERIOR COURT

MAR 18 2004  
JOHN A. CLARKE, CLERK  
*Jeff W. Lipp*  
BY JEFF W. LIPP, DEPUTY

"F.O."  
P/P

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 FOR THE COUNTY OF LOS ANGELES  
13 (NORTH CENTRAL DISTRICT -- BURBANK)

14 SPEHAR CAPITAL, LLC, a California  
15 limited liability company,  
16 Plaintiff,  
17 v.  
18 CMGT, INC., a Delaware corporation, and  
19 DOES 1 through 100, inclusive,  
20 Defendants.

CASE NO. EC 037602  
  
JUDGMENT AND PERMANENT INJUNCTION  
AGAINST CMGT, INC.  
  
Dept.: NC"A"

21  
22 This matter came before the Court on the motion of Plaintiff, Spehar Capital, LLC  
23 ("Spehar") for a default judgment against defendant, CMGT, Inc. ("CMGT"). On February 26,  
24 2004, at 08:30 a.m., the Court held a hearing on Spehar's motion, during which Spehar Capital's  
25 President, Gerry Spehar, testified and presented evidence regarding its damages from CMGT's  
26 breach of Spehar Capital's contract. Having reviewed the pleadings and heard testimony and  
27 received evidence on Spehar's damages, and being sufficiently advised of their premises, the  
28 Court enters the following findings of fact and conclusions of law:

1 1. CMGT was validly served with Spehar's First Amended Complaint on December  
2 8, 2003.

3 2. The Court has jurisdiction over CMGT under Cal. Code Civ. P. 410.10, because  
4 CMGT has purposefully availed itself of the benefits and burdens of doing business in California  
5 and CMGT has sufficient minimum contacts with California to satisfy due process. CMGT has  
6 directed a steady and numerous stream of business contacts and communications to California  
7 during the past two years, specifically:

8 a. Spehar Capital contracted with CMGT in California.

9 b. CMGT has transacted business in California by providing services to several clients  
10 that are located in California and partnering with other California businesses.

11 c. Over the course of the over 2 years preceding this action, CMGT's President, Lou  
12 Franco, deliberately directed extensive daily telephone and email communications to Spehar  
13 Capital in California, and CMGT's President has traveled to California to meet with CMGT's'  
14 clients, and Spehar Capital.

15 d. CMGT attempted to raise capital from at least one investor, the Washoe tribe,  
16 which is located in California.

17 3. CMGT has not answered Spehar's First Amended Complaint, entered an  
18 appearance or responded in any way to any pleading in this case.

19 4. The clerk entered a default against CMGT on January 12, 2004.

20 5. Because CMGT has not answered Spehar's First Amended Complaint, all  
21 allegations in the First Amended Complaint are deemed to have been confessed. Johnson v.  
22 Stanhiser, 72 Cal.App.4<sup>th</sup> 357, 361 (1999). The Court incorporates these deemed admissions by  
23 reference herein as findings of fact.

24 6. Spehar has proven damages in the following amounts for the following items for  
25 which Spehar's contract with CMGT entitles Spehar to compensation:

26 a. Legal Expenses	58,863.00
27 b. Cash Success Fee	150,000.00
28 c. Management Consulting Fee	100,000.00

1	d.	Stock Compensation	11,253,621.00
2	e.	<u>Investment Banking Rights</u>	<u>5,483,290.00</u>
3		Total	17,045,780.00

4 7. Spehar's damages are: (a) based on either specific dollar amounts that are set forth  
5 in its contract with CMGT, or on facts, figures, projections and assumptions that are either the  
6 same as, or not materially different from, the facts, figures, projections and assumptions that  
7 CMGT presented to and that were relied on by both CMGT and potential investors; and (b)  
8 otherwise supported by the evidence that Spehar presented.

9 8. Spehar Capital's damages are reasonably certain to have been realized but for  
10 CMGT's wrongful acts.

11 THEREFORE, the Court:

12 1. Enters judgment IN FAVOR of Spehar Capital, LLC and AGAINST CMGT, Inc.  
13 in the total amount of \$17,045,780;

14 2. Imposes a constructive trust in favor of Spehar Capital, LLC on all assets of any  
15 type whatsoever of CMGT and Newco that either CMGT or Newco have transferred: (a) between  
16 themselves; (b) to Newco or CMGT shareholders or any other financiers of CMGT or Newco  
17 (including persons who have loaned or contributed money or other capital to CMGT); or (c) to  
18 another person or entity other than in the ordinary course of CMGT's business, as CMGT's  
19 business existed and operated at the commencement of this action;

20 3. Permanently ENJOINS AND RESTRAINS CMGT, Inc. and its officers, agents,  
21 servants, employees, representatives, and all persons acting in concert or participating with them,  
22 from engaging in, committing, or performing, directly or indirectly, any and all of the following  
23 acts:

- 24 (a) proceeding with the asset sale transaction between CMGT and Newco;
- 25 (b) proceeding with an asset purchase, business or asset sale, or any other financing
- 26 arrangement of any type whatsoever between CMGT and any other person or entity without the
- 27 express written consent of Spehar Capital, LLC;

28

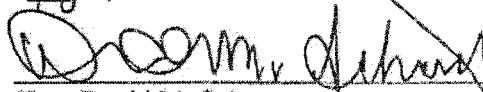
1 (c) consummating or taking any further steps toward consummating, the asset purchase  
2 transaction or any other financing, capital-raising, purchase, sale or other transaction between  
3 CMGT and Newco, or any other transaction of any type by CMGT whose terms do not expressly  
4 acknowledge, incorporate and comply with all terms of the CMGT-Spehar agreement and this  
5 judgment;

6 (d) selling, transferring, pledging or encumbering any of CMGT's assets or property, other  
7 than in the ordinary course of ordinary course of CMGT's business, as CMGT's business existed  
8 and operated at the commencement of this action; and

9 (e) licensing, selling, disposing of, or otherwise authorizing the use any of CMGT's  
10 software by a person or entity other than CMGT, taking any action or acting in any way that  
11 would diminish the value to CMGT of CMGT's software.

12 4. Releases the \$25,000 bond that Spehar Capital posted in connection with the  
13 preliminary injunction that the Court entered on October 3, 2003. To allow Spehar to domesticate  
14 this judgment in any other jurisdiction, the Court's preliminary injunction shall remain in full  
15 force and effect until midnight on the 20<sup>th</sup> day after this judgment enters.

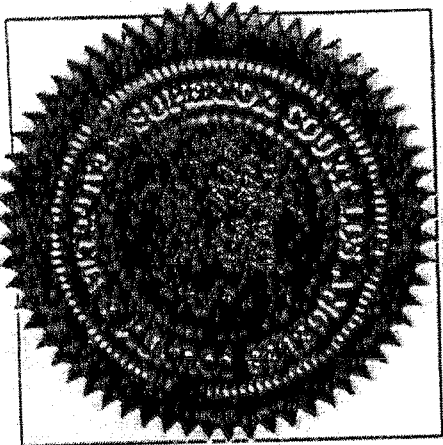
16 ENTERED AND ORDERED this 18 day of March, 2004.

17 

18 Hon. David M. Schacter  
19 Superior Court Judge, Los Angeles County

20  
21  
22  
23  
24  
25  
26  
27  
28

I, JOHN A. CLARKE, Executive Officer/Clerk of the Superior Court of the State of California for the County of Los Angeles do hereby certify and attest that I am the custodian of records of the said Court, and that the foregoing is a full, true and correct copy of the original Judgment and permanent injunction against CMGT, Inc. //



on file or of record in my office, and that I have carefully compared the same with the original.

Executed and Seal of Said Court Affixed at Los Angeles, California.

April 5, 20 04

*John A. Clarke*

EXECUTIVE OFFICER/CLERK OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

I, ROBERT A. DUKES, Presiding Judge of the Superior Court of the State of California for the County of Los Angeles do hereby certify that JOHN A. CLARKE is Executive Officer/Clerk of the Superior Court of the State of California for the County of Los Angeles (which is a court of record having by law a seal); that the signature to the foregoing certificate and attestation is the genuine signature of the said JOHN A. CLARKE as such officer, that the seal annexed thereto is the seal of said Superior Court, that said JOHN A. CLARKE as such officer is the legal custodian of the original records or documents described and referred to in the foregoing certificate; is the proper officer having the authority to execute and said certificate and attestation, and such attestation is in due and proper form according to the laws of the State of California.

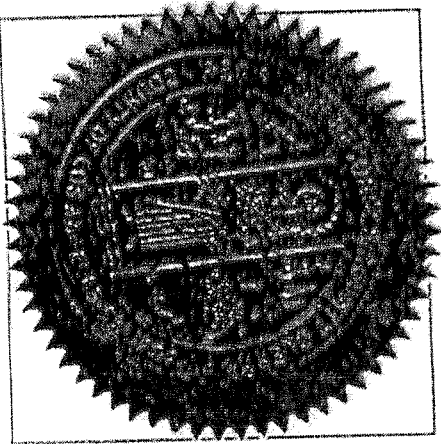
Executed at Los Angeles, California.

April 5, 20 04

*Robert A. Dukes*

PRESIDING JUDGE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES



I, CONNIE B. McCORMACK, Registrar-Recorder/County Clerk of the County of Los Angeles, State of California, the same being a public entity having by law a seal, do hereby certify that ROBERT A. DUKES, whose name is subscribed to the foregoing certificate of due and proper attestation was, at the time of signing same, Presiding Judge of the Superior Court aforesaid and was duly commissioned, qualified and authorized by law to execute said certificate. And I do further certify that the oath of office, or a true and correct copy thereof, of the judge above named is on file or of record in my office, that I am well acquainted with his handwriting, and verily believe the signature of the said judge to the said certificate to be genuine.

Executed and Seal of Said Registrar-Recorder/County Clerk Affixed at Los Angeles, California

April 5, 20 04

*Connie B. McCormack*

REGISTRAR-RECORDER/COUNTY CLERK OF THE COUNTY OF LOS ANGELES