

EXHIBIT 1

PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS, EASTERN DISTRICT**

DAVID GROCHOCINSKI, not individually,
but solely in his capacity as the Chapter 7
Trustee for the bankruptcy estate of
CMGT, INC.

Plaintiff,

v.

MAYER BROWN ROWE & MAW LLP,
RONALD B. GIVEN, and CHARLES W.
TRAUTNER,

Defendants.

)
)
)
)
) No. 06 C 5486
)
) Judge Virginia M. Kendall
)
)
)
)
)
)
)

AFFIDAVIT OF ROBERT D. CARROLL

Robert D. Carroll, being first duly sworn on oath, deposes and states as follows:


1. I am a resident of the State of Illinois and am over twenty-one (21) years of age. I am one of Plaintiff's attorneys in this matter. I have personal knowledge of the facts set forth in this Affidavit and, if called as a witness, could and would competently testify to the matters set forth herein.

2. I am one of the attorneys who assisted in the preparation of Plaintiff's Response to Defendants' Motion for Summary Judgment. In support of Plaintiffs' Response, Plaintiff filed an Appendix of Exhibits ("Appendix.")

3. The contemporaneous documents that Plaintiff relies upon in support of his Response were given to him by Defendants and/or Spehar. Plaintiff's Appendix accurately identifies the source from which each document was obtained prior to the filing of this lawsuit.

4. To date, Spehar Capital, LLC has reimbursed Edward T. Joyce & Associates, P.C. just \$6,669.02 for costs incurred with this case pursuant to their "Expense Sharing Agreement."

FURTHER AFFIANT SAYETH NAUGHT


Official Seal
Yolanda D. Cameron
Notary Public State of Illinois
My Commission Expires 05/02/2010



Robert D. Carroll

EXHIBIT 2

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

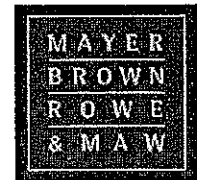
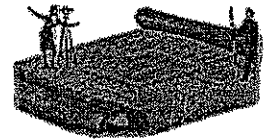
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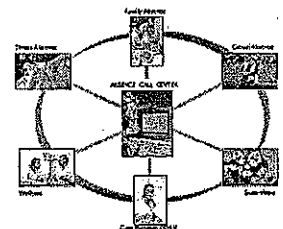
CMGT, Inc. History – Key Events Chronological Summary

<p>January 1999</p>	<ul style="list-style-type: none"> CareManagement.com is founded by Richard M. (Dick) Ross, its Chairman & CEO and Ralph Hurley, its President. The startup company idea focuses on a service business strategy of (i) providing unique case/care management and third party administration services to the disability/healthcare insurance industry and (ii) operational growth through key acquisitions.
<p>May 1999</p>	<ul style="list-style-type: none"> The Company hires Catherine H. Garner as its COO. Dick, Ralph and Catherine work together to develop the Company's business strategy/mission and begin the processes of building an experienced management team, arranging funding and creating the foundation for the company's operations.
<p>July 1999</p>	<ul style="list-style-type: none"> The sudden and unexpected death of Ralph Hurley causes the Company to search for a replacement executive to run the Company and reevaluate its business strategy. Catherine assumes the responsibility of President. Louis J. Franco and William W. Walker are recruited to join the management team as co-founders as COO and CMO, respectively. The new core management team works together to rethink and redesign how the Company will do business. The Company's startup business plan is reengineered to focus its strategy on delivering Integrated Comprehensive Absence, Disability and Care Management through a unique eCommerce strategy, using an enhanced ASP solution and strategic business, operations, marketing and sales strategy designed to maximize market penetration, minimize operational costs and deliver maximum shareholder value. Based on prior personal and business relationships with Lou, Mayer, Brown et al., agrees to represent the Company as its legal counsel. Business transformation sheds an aggressive acquisition strategy in favor of strategic organic growth and select distribution channel partnership / joint venture initiatives.
<p>September 1999</p>	<ul style="list-style-type: none"> On September 23, 1999 CareManagement.com, Inc. is incorporated as a Delaware "C" Corporation. Deborah V. DiBenedetto, MBA, RN, COHN-S/CM, ABDA joins the Company as its EVP & Chief Privacy Officer.
<p>April 2000 through May 2000</p>	<ul style="list-style-type: none"> April 17, 2000: The Company acquired Touch Speed Technology, Inc., a Brampton, Ontario, Canada software development company specializing in absence/disability management software and services, featuring proprietary Absence Expert™ software and First In Touch™ call center/live operator absence/disability intake service. Craig L. Jackson and Robert C. Crandall, its founders, join the Company's management team. Sun Life of Canada and Packard Bell/NEC are existing accounts. Management team re-assesses its marketing strategy and focuses on key insurance company/global broker-consultant partnering initiatives. This is designed to leverage the relationships and reputations of the key principals to foster immediate and significant marketing and new client

CareManagement.com



TouchSpeed
TECHNOLOGY INC.



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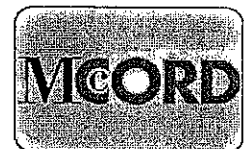
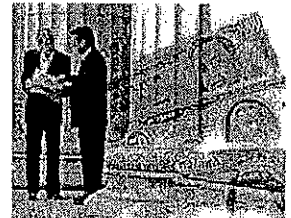
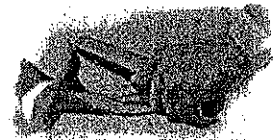
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CMGT, Inc. History – Key Events Chronological Summary

	<ul style="list-style-type: none"> opportunities. Genzyme Corporation, through CIGNA Group/Integrated Care becomes a new CMGT client.
June 2000	<ul style="list-style-type: none"> CareManagement.com, Inc. changes its name to CMGT, Inc. – A business decision driven by the dot com market collapse.
August 2000	<ul style="list-style-type: none"> Michael A. Bowers joins the management team as CMGT's CFO. Hartford signs MOU with CMGT to develop strategic partnership.
September 2000	<ul style="list-style-type: none"> IT consulting firms are researched to evaluate Absence Expert software/database, related call center operations and insurer/employer integration functionality/performance and provide ongoing IT/IS development consulting. OPAL Business Solutions is retained. The Hartford and CMGT enter into a Letter of Intent to form an FMLA/Absence/Disability Management Services strategic partnership.
October 2000 through December 2000	<ul style="list-style-type: none"> The Company makes an executive management change. Dick Ross steps down as Chairman and CEO for business, personal health and family reasons. The Company retains Dick as a management consultant. In a pre-defined succession planning process Lou Franco, CMGT's President and COO is appointed Chairman and CEO and assumes the additional key leadership position of President.
January 2001	<ul style="list-style-type: none"> The Hartford rescinds its Letter of Intent to enter into a LOA/FMLA/Disability Management strategic partnership after several financing arrangements' committed deadlines are not met. Other key carriers express concern over CMGT's failed financing efforts and postpone entering into contracts with the Company.
February 2001	<ul style="list-style-type: none"> Mike and Lou meet with a California VC who expresses intent to finance CMGT. VC and CMGT begin due diligence and financing negotiations.
March 2001	<ul style="list-style-type: none"> The VC delivers a preliminary \$3 million term sheet to CMGT. CMGT, CIGNA & The Priestly Group co-sponsor a Total Absence Management Seminar in Birmingham, AL attended by over 100 employers. McCord Travel Management, through CIGNA Group/Integrated Care becomes a new CMGT client effective 3/1/2001.

genzyme

CMGT, Inc



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CMGT, Inc. History – Key Events Chronological Summary

<p>April 2001</p>	<ul style="list-style-type: none"> The VC delivers firm financing arrangement terms to CMGT for a \$3 million round of funding & VC initiates due diligence. Lou Franco writes to all CMGT shareholders to secure agreement to VC terms/valuation/convert all debt to equity and waivers of claims, etc. Howard Hughes Medical Institute through Liberty Mutual Insurance Company becomes a new CMGT client effective 4/1/2001. CMGT & CIGNA co-sponsor Total Absence Management Seminars in Birmingham, AL, Tampa and Ft. Lauderdale, FL. AGL (Atlanta Gas Light) Resources, through CIGNA Group becomes a new CMGT client effective 4/1/2001.
<p>May 2001</p>	<ul style="list-style-type: none"> Following resumption of negotiations with The Hartford, CMGT and Hartford execute a Binding Letter of Intent that will allow Hartford to work with CMGT while definitive strategic partner agreement terms are negotiated. Definitive agreement subject to a > \$2 million funding.
<p>June 2001</p>	<ul style="list-style-type: none"> All CMGT investor agreements/waivers signed and provided to VC – VC confirms it is in final stage of due diligence. VC continues due diligence - Hartford extends LOI
<p>July 2001</p>	<ul style="list-style-type: none"> NCS Pearson, through The Hartford becomes a new CMGT client effective 7/1/2001. VC continues due diligence - Hartford once again extends LOI.
<p>August 2001</p>	<ul style="list-style-type: none"> CIGNA agrees to expand its strategic partnership arrangement with CMGT and wants to introduce new management. VC continues due diligence - Hartford once again extends LOI on 8/15 and yet again on 9/14.
<p>through September 2001</p>	<ul style="list-style-type: none"> CMGT is named the winning bidder through The Hartford for Honda Manufacturing of Alabama's business to be effective 4/1/2002. VC requires CMGT to renegotiate settlement terms with former Chairman/CEO, Richard M. Ross in order to proceed with final due diligence activities. CMGT reopens negotiation with Mr. Ross. Liberty Mutual chooses CMGT as its finalist choice for FMLA/Absence/Disability Management strategic partner.
<p>October 2001</p>	<ul style="list-style-type: none"> CMGT and Keenan & Associates/Innovative Care Systems enter into a strategic partnership arrangement to provide a single source FMLA/Absence/Disability Management/ solution to clients and prospects of Keenan/ICS. CMGT reaches renegotiated settlement terms with former Chairman/CEO, Richard M. Ross pursuant to VC's requirement - VC reconfirms term sheet to CMGT is still valid and agrees to resume final due diligence activities. VC continues due diligence - Hartford extends LOI for fifth time. CMGT is awarded Keenan & Associates business through ICS and The Standard Insurance Company of Oregon to be



Keenan & Associates



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CMGT, Inc. History – Key Events Chronological Summary

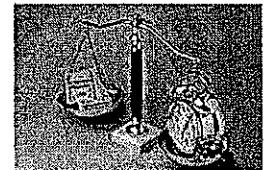
	<p>effective 05/01/2002.</p> <ul style="list-style-type: none"> CMGT and new CIGNA management meet in Toronto to review partnership arrangement and FIT processes – Meeting is productive and reaffirms partnership.
<p>November 2001</p>	<ul style="list-style-type: none"> CMGT is awarded eBay, Inc. business through ICS and The Standard Insurance Company of Oregon to be effective 01/01/2002. Hartford reluctantly extends LOI to 12/12/2001. CMGT is awarded Platinum Equity business through The Hartford to be effective 4/1/2002. CMGT is awarded Ball Corporation business through The Hartford to be effective 04/1/2002. While remaining supportive, CMGT's strategic insurer partners, in particular, Hartford, express escalating concern over the Company's funding status.
<p>December 2001</p>	<ul style="list-style-type: none"> CMGT continues due diligence with the VC. The VC writes CMGT and Hartford, confirming a March 1, 2002 target date for \$3mm funding/closing. Hartford revises its LOI/agreement with CMGT, agrees to continue working with the Company and targets 3/1/2002 as deadline for CMGT to secure at least \$2 million funding. Mike Bowers resigns as CFO. Wong & Knowles, CPA, CFE assumes accounting & finance functions for CMGT. CMGT ongoing efforts to secure alternate financing arrangements, assisted by Spehar Capital, LLC result in an approximate \$1million incentive proposal from the City of Grand Junction/Grand Junction Economic Partnership, Colorado to place CMGT's corporate office/call/data center in Grand Junction. CMGT/Spehar Capital open funding discussions with an Alaska Native Corporation (ANC).
<p>January 2002 through February 2002</p>	<ul style="list-style-type: none"> VC informs CMGT they may have a possible co-investor that may accelerate their funding – Meetings with co-investor do not prove productive. In January ANC indicates it should be able to fund CMGT by February 2002. In February ANC indicates its failed corporate refinancing precludes funding CMGT – ANC suspends all investing activities pending its refinancing. Hartford expresses extreme concerns over CMGT's funding status – slows RFP activity with CMGT and cancels planned national FMLA sales kickoff meetings & ad campaigns.



CIGNA Group Insurance
Life • Accident • Disability



Spehar Capital, LLC



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CMGT, Inc. History – Key Events Chronological Summary

<p>March 2002</p>	<ul style="list-style-type: none"> ▪ The VC does not meet its commitment to fund CMGT by March 1, 2002, however states that its additional infusion of venture funds (\$25+ million) is expected soon. VC reaffirms its continued desire to fund the Company, meets with CMGT and Mayer, Brown et. al. ▪ Hartford decides to take its employee and client FMLA business (Hartford employee group, NCS Pearson, Platinum Equity, Ball Corp., Honda, and prospective new business) in-house due to CMGT's funding status, stating it will restore the partnership with the Company upon acceptable funding of ≥ \$2 million. ▪ Liberty Mutual informs CMGT it will transfer 180,000 lives under FMLA management with SHPS to CMGT when SHPS' contract expires in 05/2002, provided CMGT is funded. ▪ McCord Travel is acquired by another company and terminates CMGT's service – CMGT in discussions with new owner, World Travel.
<p>April 2002</p>	<ul style="list-style-type: none"> ▪ CMGT/Spehar Capital meet with several Colorado CAPCO companies who express interest in funding the Company. ▪ Wells Fargo Bank, Grand Junction, CO agrees to bridge loan of up to \$500,000 for CMGT contingent upon the Company's receipt of bona fide term sheet for funding. ▪ CMGT meets with a Colorado CAPCO Co. who expresses interest in funding the Company. ▪ As CMGT is not yet funded, Liberty Mutual decides to conduct RFP process to choose non-exclusive FMLA/Absence partner. ▪ Genzyme terminates CMGT's service due to management decision to decentralize HR & Payroll functions.
<p>May 2002</p>	<ul style="list-style-type: none"> ▪ CMGT/Spehar Capital initiate contact with possible co-investors to follow a CAPCO Co.'s prospective lead investment. ▪ CIGNA and Liberty Mutual express concerns about CMGT's funding status. Both insurers state they will continue to use CMGT inasmuch as it offers the "best-of-breed" FMLA/Absence Management solution however, both are exploring non-exclusive partnerships with a competitor – RFP activity subsides from both carriers. ▪ Standard Insurance Co. RFP for strategic FMLA/Absence Management partner received by CMGT and responded to with full proposal.
<p>June 2002</p>	<p>The lead CAPCO Co.'s Investment Committee gives a green light to pursue investment in CMGT. Due diligence and search for co-investor(s) continue.</p>

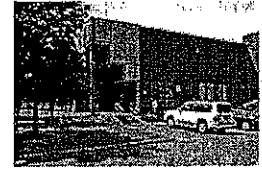


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CMGT, Inc. History – Key Events Chronological Summary

July 2002	<ul style="list-style-type: none">▪ Due diligence activities with the lead CAPCO Co. continue.▪ CMGT secures new Brampton, ON office space for CMGT/FIT location – move-in date expected to be on or before 8/15/2002.▪ Providence Health Systems (32,000 employees), referred by Aon Consulting, indicates possible 10/1/2002 startup date for FMLA service.
August 2002	<ul style="list-style-type: none">▪ Due diligence activities with the lead CAPCO Co. continue.▪ ANC re-surfaces as possible investor. CMGT meets with ANC CEO and focuses on this opportunity because of minority advantages.▪ CMGT meets with Providence Health Systems to demo service and refine service parameters/start date.
September 2002	<ul style="list-style-type: none">▪ CMGT receives \$2 million funding offer from ANC.



PL 04831

EXHIBIT 3

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Yolanda Anderson

From: Louman01@aol.com
Sent: Friday, June 21, 2002 3:51 PM
To: Given, Ronald B.
Subject: Fwd: Spehar Capitla Letter Agreement
Attachments: Spehar Capitla Letter Agreement

Ron:

Gerry Spehar is requesting revision of the Agreement with CMGT as he has outlined in his e-mail.

When is a good time for you to discuss?

Regards,

Lou

Louis J. Franco, RHU
Chairman, President & CEO
CMGT, Inc.
2 S 647 White Birch Lane
Wheaton, IL 60187

Voice: 630-260-9507
Cell: 630-215-8193
Fax: 978-389-1060
E-mail1: Louman01@aol.com
E-mail2: ljfranco.cmgt@att.net

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CMGT, Inc. Management
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Yolanda Anderson

From: Gerry Spehar [gspehar1@earthlink.net]
Sent: Friday, June 21, 2002 3:40 PM
To: Franco, Lou
Subject: Spehar Capitla Letter Agreement

Lou,

As we discussed, I'd like to propose one amendment and one clarification to our agreement dated October 1, 2001:

1. Under "COMPENSATION", "Stock Compensation", sub-paragraph 1., I'd ask that we amend the minimum amount of Accepted Capital for a Term Sheet or other commitment from \$2,000,000 to \$1,000,000, so that I'm vested in this amount of compensation if/when Advantage comes forward with a \$1,000,000 Term Sheet which we leverage going forward. This will protect me in that eventuality. Given what we've gone through over the past year, Lou, I feel I've earned this change. I will still have all the incentive in the world to continue working towards full funding.

2. I'd also ask that we clarify sub-paragraph 2 under "COMPENSATION", "Stock Compensation" by adding a last sentence that reads: "The Required Percentage used to calculate Spehar Capital's Additional Percentage shall be an investor's final Required Percentage after all earnbacks by CMGT."

Thanks, Lou...looks like we may finally be getting there on this marathon.

Gerry

EXHIBIT 4

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Yolanda Anderson

From: Louman01@aol.com
Sent: Friday, September 13, 2002 4:59 PM
To: Given, Ronald B.
Subject: CMGT/Spehar Capital Agreement - Revisions
Attachments: GS8-14-02e-mail_AgrmntChngs.ZIP

Ron:

Attached are:

- 1) Gerry Spehar's 8/14 e-mail requesting changes;
- 2) My revisions to the Spehar Capital Agreement (you can turn on the "track changes" feature to see what I changed;
- 3) PDF doc. with Jim Wong's notes about the Agreement and Gerry's requested changes.

I will call you to discuss so we can end up with a final version to send Gerry for his signature.

Regards,

Lou

Louis J. Franco, RHU
Chairman, President & CEO
CMGT, Inc.
2 S 647 White Birch Lane
Wheaton, IL 60187

Voice: 630-260-9507
Cell: 630-215-8193
Fax: 978-389-1060
E-mail1: Louman01@aol.com
E-mail2: Loufrancocmgt1@aol.com

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CMGT, Inc. Management
=====

Subj: changes to Addendum 2 of Spehar agreement

Date: 8/14/02 4:39:07 PM Central Daylight Time

From: gspehar1@earthlink.net

To:

Louman01@aol.com

CC: rgiven@mayerbrownrowe.com

Sent from the Internet (Details)

Lou,

Per recent revelations and our subsequent discussions over the past few days, here's what I'd ask and my rationale.

The funding and compensation picture was dramatically changed in the past few days by incorporating information that was new to me into the spreadsheet. Specifically, once I was recently made aware that we get first-and-last-month up front from clients and also that we are routinely paid in the same month we provide service, it became immediately evident that CMGT needs to raise far less funding to be viable because of the dramatically improved cash flow picture. Had I known this months ago, I believe it would have saved much time and effort on my part I also would have structured my deal with CMGT differently - taking into account CMGT's reduced funding requirements and the still immense effort required to secure early stage funding of any amount in this worst-case funding environment.

Given the loyalty, time and effort I've devoted to CMGT - and value I've added - over the past 15 months (since early June, 2001), I'd suggest two changes to our arrangement:

1. Given these new developments, my cash success fee will now be reduce approximately \$100,000 or so. Accordingly, I believe it's both appropriate and fair to put in place an additional consulting agreement with Spehar Capital that would pay me \$100,000 for all of the unanticipated consulting services and value I've contributed over the past 15 months. This fee need not be fully paid at closing, but should be partially paid at closing with the rest ASAP thereafter. We can enumerate specifics of my value added over and above our original expectation if you like, but I'm sure you know and appreciate what I've done for CMGT over and above what we anticipated in the original agreement. To list a couple: beyond articulating CMGT to investors, I've helped you bring clarity and definition to CMGT's business itself by writing the spreadsheet and working through all of the issues incorporated in its numerous revisions with you, Jim Wong, Mike Bowers, et al. I know you realize that this detailed and comprehensive spreadsheet will be an invaluable management tool for you going forward post funding. I've also held numerous discussions with the current investor base for which I don't get paid, etc.

Lou, I don't expect this consulting fee to be paid unless a funding is successfully arranged and concluded. My compenstation is, therefore, still entirely performance based. However, this new arrangement will allow me to earn the dollar amount equivalent to our original expectation. In return, you are still getting CMGT fully and adequately funded through my efforts and loyalty over a long and difficult stretch, and you will be getting it done for less of an overall equity giveup than originally anticipated.

2. To ensure I'm now appropriately compensated under the Stock Compensation portion of our agreement, I'd suggest two changes to our Addendum No. 2 dated July 17, 2002 and one addition to it:

a. in paragraph "2.", subparagraph "2." I would replace the initial wording with: "Upon funding of an Accepted Commitment(s) of \$1 million or more (the "Funded Amount")".....

b. in the Additional Percentage clause (paragraph "2.", subparagraph "2.", letter "a.") , I would clarify and restate that clause as follows:

"Such Additional Percentage shall be equal to fifty per cent (50%) of the difference between 1.333% and the Required Percentage (considering all Accepted Capital from all investors) for each \$100,000 invested (considering all Accepted Capital from all investors). For example, if the Funded Amount is \$1,500,000 and the Required Percentage is 15% (1% for each \$100,000 invested), Spehar Capital shall receive the additional Stock Compensation exercisable into an Additional Percentage of 5% (15 x.333);"

Remember, I'm still capped out at 10% by subparagraph "3." in the Compensation section of the original agreement.

c. for clarity's sake, I'd like to specifically list all debt and convertible debt as Accepted Capital under the first subparagraph of the Compensation section of our original agreement. I know they are covered as is by the wording "(...or other form of capital acceptable to CMGT)", but it would be better to list them so as to avoid any chance of confusion.

Sorry to have to revisit this, but circumstances have just dramatically and unexpectedly changed and I've been working too long and hard on CMGT to let this slide. As you know, I'm continuing to aggressively pursue all funding sources and feel highly confident we are finally nearing a deal. In that light, I'm trusting we can resolve this ASAP.

Thanks...have a safe drive home,

Gerry

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

September 3, 2002~~October 1, 2001~~

Mr. Gerry Spehar
SPEHAR CAPITAL LLC
1625 Grandview Avenue
Glendale, CA 91201

**Re: Letter Agreement Between CMGT, Inc. and Spehar Capital, LLC
Representation of CMGT, Inc. In Equity/Debt Financing Discussion(s)/Transaction(s)**

Dear Gerry:

This Letter Agreement, dated September 3, 2002, supercedes all previous correspondence and/or proposed agreement(s) between Spehar Capital, LLC (Spehar Capital) and CMGT, Inc. (CMGT). This Agreement, and the Exhibit(s) attached hereto and incorporated herein, constitute the entire agreement and understanding between Spehar Capital and CMGT and may not be changed, modified or amended without the express written consent of the parties hereto. Until we have an opportunity to draft and execute a definitive representation agreement between Spehar Capital and CMGT, Furthermore, this letter is to confirm (i) CMGT wishes to engage Spehar Capital on a non-exclusive basis to (a) facilitate introductions to and perform certain advisory services pertaining to certain discussions Spehar Capital may have with third parties that may lead to debt and/or equity financing, sale, merger, acquisition, or other business relationship or other beneficial transaction between CMGT and others; (b) perform certain management consultant services, and (ii) our mutual understanding and agreement to the general framework of a non-exclusive agreement between CMGT, Inc. and Spehar Capital pertaining to these discussions, as follows:

SCOPE OF WORK AND RESPONSIBILITIES:

1) Arranging Debt and/or Equity Capital Financing And Related Advisory Services:

~~a) Spehar Capital agrees to use its best efforts in a timely manner, to assist and advise the CMGT company in packaging and presenting business proposals, if needed, and to facilitate introductions to accredited investment firms, corporations and/or individual investors for debt and/or equity capital financing, sale, merger, acquisition, or to a business relationship, or other mutually beneficial transaction between CMGT and others.~~

b) CMGT agrees to provide Spehar Capital with CMGT's most current Business Plan dated July 1, 2001, as may be amended from time to time, and forecasts, including its product, market, and distribution analyses and forecasts (the "Evaluation Material", as defined in and subject to the terms and conditions delineated in that certain Confidentiality Agreement to be mutually agreed to by Spehar Capital and CMGT), which will provide the proper information for Spehar Capital to provide to sources of debt and/or equity capital financing to utilize in making informed decisions. All information CMGT provides to Spehar Capital and its sources is and will always be considered confidential information unless expressly stated otherwise in writing by CMGT.

CHICAGO CORPORATE OFFICE 4-Danada-Square, Suite 3852 S 647 White Birch Lane, - Wheaton, IL 60187 • Tel: 630.260.9507 • Fax: 978.389.1060

TORONTO OFFICE 4215 Orenda Wilkinson Rd, Suite Unit 1201, Brampton, ON L6T 4M3 L4 • Tel: 905.796.5233 • Fax: 905.796.5237

Mr. Gerry Spehar
Letter Agreement Between CMGT and Spehar Capital
September 3, 2002~~October 1, 2001~~
Page 2

¶c) Spehar Capital agrees to introduce potential investors and advise CMGT in facilitating equity facilities, as directed by CMGT, only from accredited investors, as defined under the applicable Rules and Regulations of the Securities Act of 1933, as amended.

2) Management Consulting Services:

a) Spehar Capital agrees to provide certain management consulting services to CMGT. Such services are contemplated to be rendered by Spehar Capital prior to a successful closing transaction event of a minimum of \$1,000,000.00, exclusive of any bridge loan or other debt, subordinated debt or similar interim funding transaction, during the term of this Agreement, as determined and directed from time to time by CMGT's President and CEO, on issues including but not limited to matters pertaining to the growth and development of CMGT, consulting on overall business planning, strategic relationships, marketing and sales strategies, mergers and acquisitions, office and space planning, risk assessment, financial analysis and planning and other issues that may arise whereby Spehar Capital could provide CMGT useful guidance and/or advice and information.

b) It is understood that Spehar Capital is acting only as an advisor and/or consultant only, as the case may be, and shall have no authority to enter into any commitments on CMGT's behalf, or to negotiate the terms of any transaction, or to hold any funds or securities in connection with any transaction or to perform other acts on behalf of CMGT without CMGT's express written consent.

3) For all purposes of this Agreement, Spehar Capital shall have the status of an independent contractor and neither it nor any of its personnel or employees are considered employees of CMGT. It is further understood that neither Spehar Capital or its personnel or employees are entitled to or eligible to participate in any benefits or privileges given to or extended by CMGT to its employees.

4) Spehar Capital shall be responsible for the payment of taxes, including but not limited to sales tax, associated with any compensation received by Spehar Capital for services rendered to CMGT under this Letter Agreement.

TERM OF AGREEMENT:

The period of Spehar Capital's engagement will expire upon the occurrence of the earlier of (i) October 1, 2003~~twenty-four (24) consecutive months from the date of this Agreement, or (ii) unless terminated earlier~~ by either Spehar Capital or CMGT. Such Term will not affect any obligations that have already accrued under this Agreement prior to the date of termination of the Agreement. For example, if the exclusivity provisions of this Agreement as delineated in subparagraph "1.", under the section herein entitled "COMPENSATION", has been triggered, such provisions will remain in effect notwithstanding the terms of this provision.

COMPENSATION:

1) Arranging Debt and/or Equity Capital Financing And Related Advisory Services: CMGT agrees to pay or issue, as the case may be, Spehar Capital a success fee(s), as compensation for Spehar Capital's ongoing

Mr. Gerry Spehar
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advice and introduction to the source(s) of primary equity capital financing, as delineated "Exhibit A", attached hereto and made a part of this Agreement, identifying the names and pertinent related information of all accredited investors/firms and other parties either introduced to CMGT by Spehar Capital or with whom CMGT has approved Spehar Capital to hold discussions and exchange information regarding CMGT during the term of our Agreement, immediately at the successful closing of a funding, or a transaction(s) as outlined above, such fees(s) to be determined as follows:

- a) A success fee, payable in cash, equal to 6% of the Accepted Capital (cash, liquid assets, assets to be used as collateral, Letter of Credit or other form of capital acceptable to CMGT) raised directly from any investor(s) either introduced by Spehar Capital or with whom CMGT has approved discussions with Spehar Capital.
- b) "Stock Compensation" of either common stock in CMGT or, if Spehar Capital so chooses, Warrants exercisable into common stock in CMGT. If the Stock Compensation is taken as Warrants, all such Warrants shall be for a term of 5 years, transferable and exercisable by the holder into common shares of CMGT at any time during the term at a strike price that results in a total cost of \$1,000 per 1% of CMGT (i.e., \$5,000 for 5%). Stock Compensation shall be based upon the following provisions:
 - i) At such time as CMGT receives and accepts a Term Sheet or other commitment from an investor(s) (an "Accepted Commitment") for a minimum of \$1,000,000.00 Accepted Capital, CMGT will award Spehar Capital Stock Compensation equal to six percent (6%) of the total common shares and common share equivalents (as detailed in "iii" of this subparagraph "1.b)" herein) issued to all shareholders. In addition, at such time as CMGT receives and accepts such commitment for said \$1,000,000, this agreement will convert to an exclusive agreement under all the same terms and conditions, and CMGT will grant Spehar Capital an exclusive right to any future debt and/or equity financing.
 - ii) Upon funding of an Accepted Commitment in an amount equal to \$1,000,000 or more (the "Funded Amount") for which an investor requires less than 1.333% of CMGT's common stock and equivalents per \$100,000 invested (the "Required Percentage"), CMGT will award Spehar Capital additional Stock Compensation for an Additional Percentage of the total common shares and common share equivalents (as detailed in "iii" of this subparagraph "1.b)" herein) issued to all shareholders. Such Additional Percentage shall be equal to fifty per cent (50%) of the difference between 1.333% and the Required Percentage for each \$100,000 invested. For example, if the Funded Amount is \$3,500,000 and the Required Percentage is 35% (1% for each \$100,000 unit), Spehar Capital shall receive additional Stock Compensation exercisable into an Additional Percentage of 5% (15 x .333).
 - iii) All of the Stock Compensation awarded under "i" and "ii.", above, shall not exceed ten percent (10%) of the total number of common shares and common share equivalents of CMGT, Inc. (i.e., Convertible preferred stock, warrants, partnership interests and options) granted to a lender, investor, buyer or partner.

Mr. Gerry Spehar
Letter Agreement Between CMGT and Spehar Capital
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- iv) All of the Stock Compensation awarded under this agreement shall be based on percentages of post investment or post merger shares and share equivalents (as detailed in "iii" above) outstanding and the common stock and/or common shares underlying the Warrants (the "Underlying Shares") shall enjoy the usual and customary terms such as tag-along and piggyback rights. Concurrent with becoming a publicly traded company via merger, acquisition, Initial Public Offering (IPO) or any other method, or at least thirty days in advance of a private sale, private placement, re-organization or any other additional fund raising activity that CMGT may choose to commence, CMGT (or its successor) shall file a registration statement with the Securities and Exchange Commission registering all common stock or Underlying Shares of all outstanding Warrants issued to Spehar Capital (or its assignees), and CMGT shall keep such registration statement open and current until all outstanding Warrants have either been exercised or their five year term has expired. CMGT will give Spehar Capital (or its assignees) proper and timely advance notice when any registration statement is to be filed by CMGT. CMGT will use its reasonable best efforts to be flexible as to the timing and manner of Warrant or common stock compensation so as to minimize or delay tax consequences to Spehar Capital (or its assignees), should you so request.
- v) The amounts and terms set forth in "i" and "ii", above, notwithstanding, CMGT will not accept any investment funds of less than \$1,000,000.00 from any investor Spehar Capital or Gerry Spehar has introduced to CMGT or caused to be introduced to CMGT without compensating Spehar Capital under terms acceptable to Spehar Capital.

2) Management Consulting Services:

- a) In consideration of certain services rendered, by Spehar Capital, prior to a successful closing transaction event of a minimum of \$1,000,000.00, exclusive of any bridge loan or other debt, subordinated debt or similar interim funding transaction, CMGT will pay Spehar Capital a monthly consulting fee of \$8,333.33 for a period of twelve (12) consecutive calendar months, commencing on the first calendar day of the first calendar month immediately following such closing transaction date. It is understood and agreed to by the parties hereto that such monthly consulting fee payment(s) shall be made in full consideration of:
- i) All such services rendered;
- ii) CMGT's initial funding requirements that were determined to be \$3 million to \$3.5 million;
- iii) CMGT's funding requirements that were subsequently adjusted to \$1 million to \$1.5 million;
- iv) Such subsequent adjustment in equity capital required by CMGT would have resulted in an overall lesser amount of compensation otherwise anticipated to be paid to Spehar Capital in consideration of such initial funding requirements under the terms of this Agreement, as described in paragraph "1)" under the provision entitled "COMPENSATION:", herein, and the parties hereto have agreed to the monthly payments described in "2)a)", above, to fully recognize and compensate Spehar Capital for all such services.

Mr. Gerry Spehar

Letter Agreement Between CMGT and Spehar Capital

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3) No other capital financing or related advisory services or management consulting services and/or compensation related thereto, other than those specifically addressed herein shall be considered under the terms of this Agreement.

CMGT agrees to pay or issue, as the case may be, Spehar Capital a success fee(s), as compensation for Spehar Capital's ongoing advice and introduction to the source(s) of primary equity capital financing, as delineated "Exhibit A", attached hereto and made a part of this Agreement, identifying the names and pertinent related information of all accredited investors/firms and other parties either introduced to CMGT by Spehar Capital or with whom CMGT has approved Spehar Capital to hold discussions and exchange information regarding CMGT during the term of our Agreement, immediately at the successful closing of a funding, or a transaction(s) as outlined above, such fees(s) to be determined as follows:

a) ~~A success fee, payable in cash, equal to 6% of the Accepted Capital (cash, liquid assets, assets to be used as collateral, Letter of Credit or other form of capital acceptable to CMGT) raised directly from any investor(s) either introduced by Spehar Capital or with whom CMGT has approved discussions with Spehar Capital.~~

b) ~~"Stock Compensation" of either common stock in CMGT or, if Spehar Capital so chooses, Warrants exercisable into common stock in CMGT. If the Stock Compensation is taken as Warrants, all such Warrants shall be for a term of 5 years, transferable and exercisable by the holder into common shares of CMGT at any time during the term at a strike price that results in a total cost of \$1,000 per 1% of CMGT (i.e. \$5,000 for 5%). Stock Compensation shall be based upon the following provisions:~~

i) ~~At such time as CMGT receives and accepts a Term Sheet or other commitment from an investor (an "Accepted Commitment") for a minimum of \$2,000,000 Accepted Capital, CMGT will award Spehar Capital Stock Compensation equal to 5% of the total common shares and common share equivalents (as detailed in "3." of this agreement) issued to all shareholders. In addition, at such time as CMGT receives and accepts such commitment for said \$2,000,000, this agreement will convert to an exclusive agreement under all the same terms and conditions, and CMGT will grant Spehar Capital an exclusive right to any future debt and/or equity financing, sale, merger or acquisition, including an IPO.~~

2) ~~Upon funding of an Accepted Commitment in an amount greater than \$2,000,000 (the "Funded Amount") for which an investor requires less than 1.333% of CMGT's common stock and equivalents per \$100,000 invested (the "Required Percentage"), CMGT will award Spehar Capital additional Stock Compensation for an Additional Percentage of the total common shares and common share equivalents (as detailed in "3." of this agreement) issued to all shareholders. Such Additional Percentage shall be equal to fifty per cent (50%) of the difference between 1.333% and the Required Percentage for each \$100,000 invested. For example, if the Funded Amount is \$3,500,000 and the Required Percentage is 35% (1% for each \$100,000 unit), Spehar Capital shall receive additional Stock Compensation exercisable into an Additional Percentage of 5% (15 x .333).~~

Mr. Gerry Spehar

Letter Agreement Between CMGT and Spehar Capital

September 3, 2002/October 1, 2004

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~~3. All of the Stock Compensation awarded under "1. and 2." above shall not exceed ten percent (10%) of the total number of common shares and common share equivalents of CMGT, Inc. (i.e., Convertible preferred stock, warrants, partnership interests and options) granted to a lender, investor, buyer or partner.~~

~~All of the Stock Compensation awarded under this agreement shall be based on percentages of post investment or post merger shares and share equivalents (as detailed in "3." above) outstanding and the common stock and/or common shares underlying the Warrants (the "Underlying Shares") shall enjoy the usual and customary terms such as tag along and piggyback rights. Concurrent with becoming a publicly traded company via merger, acquisition, Initial Public Offering (IPO) or any other method, or at least thirty days in advance of a private sale, private placement, re-organization or any other additional fund raising activity that CMGT may choose to commence, CMGT (or its successor) shall file a registration statement with the Securities and Exchange Commission registering all common stock or Underlying Shares of all outstanding Warrants issued to Spehar Capital (or its assignees), and CMGT shall keep such registration statement open and current until all outstanding Warrants have either been exercised or their five year term has expired. CMGT will give Spehar Capital (or its assignees) proper and timely advance notice when any registration statement is to be filed by CMGT. CMGT will use its reasonable best efforts to be flexible as to the timing and manner of Warrant or common stock compensation so as to minimize or delay tax consequences to Spehar Capital (or its assignees), should you so request.~~

~~a) The amounts and terms set forth in "1. and 2." of this agreement notwithstanding, CMGT will not accept any investment funds of less than \$2,000,000 from any investor Spehar Capital or Gerry Spehar has introduced to CMGT or caused to be introduced to CMGT (including Authoriszor, Inc., the Alaska Native Corporations (ANC's), Herbert Bailey, Kaplan, Gottbeter & Levenson, LLP, GEM and any investors these organizations or individuals or their principals may introduce to CMGT) without compensating Spehar Capital under terms acceptable to Spehar Capital.~~

Indemnity/Hold Harmless:

CMGT agrees to defend, indemnify and hold Spehar Capital, its officers, directors, employees, controlling persons, agents and assigns harmless from any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees and costs, that Spehar Capital may incur as a result of a breach by CMGT of this agreement and/or the performance of services thereunder, except to the extent any such claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies are attributable to the negligence or bad faith of Spehar Capital or its agents. Likewise, Spehar Capital agrees to defend, indemnify and hold CMGT, its officers, directors, employees, controlling persons, agents and assigns harmless from any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees and costs, that CMGT may incur as a result of a breach by Spehar Capital of this agreement and/or the performance of services thereunder, except to the extent any such claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies are attributable to the negligence or bad faith of CMGT or its agents.



Mr. Gerry Spehar
Letter Agreement Between CMGT and Spehar Capital
September 3, 2002~~October 1, 2001~~
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Furthermore, separate and aside from the matters addressed earlier in this agreement, this letter also confirms that CMGT and/or its principals individually agree(s) to be represented by Spehar Capital and/or you as an individual, on an exclusive basis, on all other matters involving ~~Authoriszer, Inc., the Alaska Native Corporations (ANC's); Herbert Bailey, Kaplan, Gottbetter & Levenson LLP and GEM~~ that may lead to debt and/or equity financing, sale, merger, acquisition, or other business relationship or beneficial transaction with CMGT or its principals. Of course, specifics concerning compensation and other pertinent issues relating to such exclusive representation will be addressed under the terms of a separate definitive agreement(s) to be developed and mutually agreed upon between Spehar Capital and/or you as an individual and CMGT, Inc and/or its principals individually.

If the above accurately describes our mutual understanding, please indicate Spehar Capital's agreement thereto by signing two (2) original edition copies of this letter, at the space provided below, and returning a fully executed copy to me for our records. ~~We will then draft a definitive agreement form and provide it to Spehar Capital for its consideration and agreement.~~

~~Gerry, we look forward to working with Spehar Capital and appreciate your consideration and assistance in raising capital for CMGT.~~

Very truly yours,

Louis J. Franco, RHU

Read and Agreed To:

Spehar Capital, LLC

By: _____
Gerry Spehar

Title: _____

Date: _____



Mr. Gerry Spehar
Letter Agreement Between CMGT and Spehar Capital
~~September 3, 2002~~ ~~October 1, 2004~~
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EXHIBIT A – The following Exhibit is hereby attached to and is a part of this Agreement as of the date of this Letter Agreement.

REGISTRATION OF ACCREDITED INDIVIDUAL INVESTOR NAMES AND INVESTMENT FIRMS INTRODUCED BY SPEHAR CAPITAL LLC OR WITH WHOM CMGT HAS APPROVED SPEHAR CAPITAL TO HOLD DISCUSSIONS AND EXCHANGE INFORMATION REGARDING CMGT AS DEFINED HEREIN

This Registration of Accredited Individual Investor Names and Investment Firms Exhibit (hereinafter referred to as "Registration") is intended to identify all accredited investors/firms and other parties introduced (i) to CMGT by Spehar Capital or (ii) with whom CMGT has approved Spehar Capital to hold discussions and exchange information regarding CMGT as defined herein. Both Spehar Capital and CMGT agree this Registration, as may be amended only by written addendum thereto from time to time, is the only definitive record of all sources so introduced, as reference(s) to such source(s) are made to in this Agreement.

The itemized list of all such accredited investors/firms and other parties is as follows:

	Full Legal Name of Individual Investor and/or Firm ¹	Name/Title of Principal Contact(s)	Mailing Address(es), Telephone, Fax & E-mail	Date of Initial Introduction to CMGT by Spehar Capital
1.	Authoriszor, Inc	Paul Ayres, Pres. & CEO Andrew Cussons, CFO	1 Van de Graaff Drive, Ste 502 Burlington, MA 01803-5188 781-359-9650	06-18-2001
2.	Alaska Native Corporations, comprised of Bethel Native Corp. (BNC), Doyon, Ltd. and Sealaska Corp. (collectively "ANC's"),	<i>BNC:</i> Marc Stemp, Pres & CEO <i>Doyon, Ltd.:</i> Dean Rampy, CFO <i>Sealaska Corp.</i> Chris E. McNeil, Jr. Pres & CEO	<i>BNC:</i> Bethel Native Corporation, Box 719 Bethel, Alaska 99559 907-543-2124 <i>Doyon, Ltd.:</i> 1 Doyon Place, Ste 300 Fairbanks, Alaska 99701 907-452-4755 <i>Sealaska Corp.</i> 18000 International Blvd., Ste 1009 Sea Tac, WA 98188 206-902-4411	<i>BNC:</i> 06-15/2001 <i>Doyon & Sealaska:</i> 07-13-2001

¹ Indicates Investor and/or firm introduced to Spehar Capital by CMGT.

CMGT, Inc.®

First In Touch™

CMGT, Inc.

The Standard For Integrated Comprehensive
Absence and Disability Management™

Mr. Gerry Spehar

Letter Agreement Between CMGT and Spehar Capital

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3.	Herbert Bailey as an individual and/or d/b/a Bay Cove Financial and/or Explorer Holdings	Herbert Bailey, Principal Gregg Webster, Consultant	502 West King Street Philadelphia, PA 19144 215-849-3048 4385 N. Bacal Loop Beverly Hills, FL 34465 352-746-5655	07/17/2001
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Mr. Gerry Spehar
Letter Agreement Between CMGT and Spehar Capital
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Full Legal Name of Individual Investor and/or Firm ²	Name/Title of Principal Contact(s)	Mailing Address(es), Telephone, Fax & E-mail	Date of Initial Introduction to CMGT by Spehar Capital
4. Consumers Financial Corp.	R. Frederic Zullinger, Sr. VP & CFO	1513 Cedar Cliff Drive Camp Hill, PA 17011 717-730-6306	09-12-2001
5. Kaplan Gottbetter & Levenson LLP Global Emerging Markets (GEM)	KGL: Adam S. Gottbetter, Esq. GEM: Christopher Brown, Director of Global Emerging Markets No. America, Inc.	KGL: 630 Third Ave, 5 th Floor New York, New York 10017 212-983-6900 GEM: 712 5 th Avenue, 7 th Floor New York, New York 10019 212-582-3400	KGL: 09-24-2001 GEM: 09-27-2001
6. The Abbey Group, Inc.	Edwin Mendlinger, President	106 East 65 th Street New York, New York 10021-6654 212-956-2419	09-21-2001
7. Norman Goldberg ¹	<i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i>	516-542-4103	09-24-2001
8. Howard Mann ¹	<i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i>	310-477-6911	09-24-2001
9. Joseph Greco ¹	<i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i>	714-278-2375	09-24-2001
10. Leon Pink ¹	<i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i>	310-475-6702	09-24-2001
11. Reiner Braun ¹	<i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i>	213-830-4368	09-24-2001

² Indicates Investor and/or firm introduced to Spehar Capital by CMGT.

Mr. Gerry Spehar
Letter Agreement Between CMGT and Spehar Capital
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Full Legal Name of Individual Investor and/or Firm ²	Name/Title of Principal Contact(s)	Mailing Address(es), Telephone, Fax & E-mail	Date of Initial Introduction to CMGT by Spehar Capital
12. Daniel Cannon ¹	<i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i>	310-589-2139	09-24-2001
13. William (Billie) Chambers ¹	<i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i>	011-49-89-5205-9610 (Munich) 011-44-208-995-6700 (London) 011-49-172-983-3717 (cell)	09-24-2001
14. Rodney Loeb, Esq., Et Al. ¹	<i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i>	213-892-0999	09-24-2001
15. Peter Mattingly ¹	<i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i>		09-24-2001
16. Brobeck, Phleger & Harrison LLP Et Al. ¹	W. Carl Moore, Jr., Esq., Associate Business & Technology Section	Brobeck, Phleger & Harrison, LLP 4801 Plaza on the Lake Austin, TX 78746 512-330-4129	09-25-2001
17. Dick (& Barbara) Stewart ¹	<i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i>	7601 Talbrin Way Chapel Hill, NC 25116 919-932-9800	09-28-2001
18. The Equitable Life Assurance Society of the U. S. (an AXA Company)	John Cirircion , General Counsel - also: Kevin Byrnes, Sr. VP & Treasurer <i>Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i>	168 Canal Street Manhattan, New York 10013 212-941-8880 212-314-4081	09-28-2001

Spehar Contract Discussion Points with Lou Franco 9/4/2002

1. Addendum No 2 does not have Spehar's signature. Was this delivered and signed by Spehar?
2. Call the \$100,000 what it is i.e. fee for "extra" service rendered (vs. initial expectation of \$3.5 million), to be paid over a period of time. Remove paragraph on page 2 on Management Consulting Services, since this paragraph is supposed to address this \$100,000. You should also think about whether you need to increase stock compensation from 5% to 6% in addition to this \$100,000 because the 1% increase was supposed to compensate him for the "extra" service. Personally, I believe he should get one or the other, not both.
3. On page 3, paragraph b)i discussed the conversion to an exclusive arrangement upon \$1,000,000 of Accepted Capital. I have two issues:
 - a. Exclusive arrangements are often requested by individuals who may have a concern of performance or delivering results. We should reward individuals for results and compensation should be performance based. An exclusive arrangement goes against this principle.
 - b. Exclusivity for future IPO and Merger or Acquisition is inappropriate in light of Spehar's capabilities. At a minimum, this IPO and M&A should be removed.
4. Page 3, paragraph b)ii should be revised to reflect 1.111% instead of 1.333%. See my calculation below. In addition, in the example, make sure the 50% is reflected. As it is, the 50% is not reflected in the calculation.

	New	Old
Implicit Capitalization	10,000,000	9,500,000
Accepted Capital	1,000,000	2,000,000
Remainder Capitalization (Denominator)	9,000,000	7,500,000
Each \$100,000 additional investment	100,000	100,000
Percentage	1.111%	1.333%

5. Page 3, paragraph b)iii is too specific. What about stocks granted to employees and management. Do we have to be this specific?
6. Page 3, paragraph b)v, the last sentence should be deleted. I don't think we should be responsible for Spehar's tax planning.
7. Page 4, paragraph 2, modify as appropriate pursuant to point 2 above.

Unrelated to Spehar's contract, I believe the Existing Investors as a group should be granted a total of 20% equity interest under the Sealaska scenario. There is no reason to penalize the Existing Investors. Let me know your thoughts.

EXHIBIT 5

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Robert Carroll

From: Louman01@aol.com
Sent: Thursday, September 11, 2003 11:33 PM
To: Given, Ronald B.
Subject: Spehar Capital Agreement
Attachments: SpeharCapitalLetterAgreement_Rev[3]09-30-2002_SIGNED_01.ZIP

Ron:

Attached is the signed copy of the Spehar Capital letter agreement per our telecon this AM. I had to make each page a JPEG file because the PDF was too big to E-mail!

Best regards,

Lou

Louis J. Franco, RHU
President & CEO
CMGT, Inc.
2 S 647 White Birch Lane
Wheaton, IL 60187

voice: 630-260-9507
cell: 630-215-8193
fax: 978-389-1060

E-mail1: Louman01@aol.com
E-mail2: lfranco@cmgt.com

=====
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CMGT, Inc. Management
=====

CMGT, Inc.®

First InTouch™

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

September 30, 2002

Mr. Gerry Spehar
SPEHAR CAPITAL LLC
1625 Grandview Avenue
Glendale, CA 91201

Re: Letter Agreement Between CMGT, Inc. and Spehar Capital, LLC
Representation of CMGT, Inc. In Equity/Debt Financing Discussion(s)/Transaction(s)

Dear Gerry:

This Letter Agreement ("Agreement"), dated September 30, 2002, supercedes all previous correspondence and/or proposed agreement(s) between Spehar Capital, LLC ("Spehar Capital") and CMGT, Inc. ("CMGT"). This Agreement, and the Exhibit(s) attached hereto and incorporated herein, constitute the entire agreement and understanding between Spehar Capital and CMGT and may not be changed, modified or amended without the express written consent of the parties hereto. Furthermore, this letter is to confirm (i) CMGT wishes to engage Spehar Capital on a non-exclusive basis to (a) facilitate introductions to and perform certain advisory services pertaining to certain discussions Spehar Capital may have with third parties that may lead to debt and/or equity financing, sale, merger, acquisition, financial incentive grant(s) or other business relationship or other beneficial transaction between CMGT and others; (b) perform certain management consultant services, and (ii) our mutual understanding and agreement to a non-exclusive agreement between CMGT and Spehar Capital pertaining to these discussions, as follows:

SCOPE OF WORK AND RESPONSIBILITIES:

- 1) Arranging Debt and/or Equity Capital Financing and/or Incentive Grant Financing And Related Advisory Services:
 - a) Spehar Capital agrees to use its best efforts in a timely manner, to assist and advise CMGT in packaging and presenting business proposals, if needed, and to facilitate introductions to accredited investment firms, corporations and/or individual investors for debt and/or equity capital financing, sale, merger, acquisition, financial incentive grant(s) or to a business relationship, or other mutually beneficial transaction between CMGT and others.
 - b) CMGT agrees to provide Spehar Capital with CMGT's most current Business Plan, as may be amended from time to time, and forecasts, including its product, market, and distribution analyses and forecasts (the "Evaluation Material", as defined in and subject to the terms and conditions delineated in that certain Confidentiality Agreement mutually agreed to by Spehar Capital and CMGT), which will provide the proper information for Spehar Capital to provide to sources of debt and/or equity capital financing to utilize in making informed decisions. All information CMGT provides to Spehar Capital and its sources is and will always be considered confidential information unless expressly stated otherwise in writing by CMGT.

Mr. Gerry Spelhar
Letter Agreement Between CMGT and Spelhar Capital
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Page 2

- c) Spelhar Capital agrees to introduce potential investors and advise CMGT in facilitating equity facilities, as directed by CMGT, only from accredited investors, as defined under the applicable Rules and Regulations of the Securities Act of 1933, as amended.
- 2) Management Consulting Services:
- a) Spelhar Capital agrees to provide certain management consulting services to CMGT. Such services are contemplated to be rendered or have been rendered by Spelhar Capital prior to a successful closing transaction event of a minimum of \$1,000,000.00, during the term of this Agreement, as determined and directed from time to time by CMGT's President and CEO, on issues including but not limited to matters pertaining to the growth and development of CMGT, consulting on overall business planning, strategic relationships, marketing and sales strategies, mergers and acquisitions, office and space planning, risk assessment, financial analysis and planning and other issues that may arise whereby Spelhar Capital could provide CMGT useful guidance and/or advice and information.
- b) It is understood that Spelhar Capital is acting as an advisor and/or consultant only, as the case may be, and shall have no authority to enter into any commitments on CMGT's behalf, or to negotiate the terms of any transaction, or to hold any funds or securities in connection with any transaction or to perform other acts on behalf of CMGT without CMGT's express written consent.
- 3) For all purposes of this Agreement, Spelhar Capital shall have the status of an independent contractor and neither it nor any of its personnel or employees are considered employees of CMGT. It is further understood that neither Spelhar Capital or its personnel or employees are entitled to or eligible to participate in any benefits or privileges given to or extended by CMGT to its employees.
- 4) Spelhar Capital shall be responsible for the payment of taxes, including but not limited to sales tax, associated with any compensation received by Spelhar Capital for services rendered to CMGT under this Letter Agreement.
- 5) 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.

TERM OF AGREEMENT:

The period of Spelhar Capital's engagement will expire upon the occurrence of the earlier of (i) October 1, 2003, or (ii) termination by either Spelhar Capital or CMGT. Such Term will not affect any obligations that have already accrued under this Agreement prior to the date of termination of the Agreement. For example, if the exclusivity provisions of this Agreement as delineated in subparagraph "1.", under the section herein entitled "COMPENSATION", has been triggered, such provisions will remain in effect notwithstanding the terms of this provision.

Mr. Gerry Spehar
Letter Agreement Between CMGT and Spehar Capital
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COMPENSATION:

- 1) Arranging Debt and/or Equity Capital Financing and/or Incentive Grant Financing And Related Advisory Services: CMGT agrees to pay or issue, as the case may be, Spehar Capital a success fee(s), as compensation for Spehar Capital's ongoing advice and introduction to the source(s) of debt and/or equity and/or incentive grant capital financing, as delineated "Exhibit A", attached hereto and made a part of this Agreement, identifying the names and pertinent related information of all accredited investors/firms and other parties either introduced to CMGT by Spehar Capital or with whom CMGT has approved Spehar Capital to hold discussions and exchange information regarding CMGT during the term of our Agreement, immediately at the successful closing of a funding, or a transaction(s) as outlined above, such fees(s) to be determined as follows:
 - a) A success fee, payable in cash, equal to 6% of the Accepted Capital (cash, liquid assets, assets to be used as collateral, Letter of Credit or other form of capital acceptable to CMGT) raised directly from any investor(s) either introduced by Spehar Capital or with whom CMGT has approved discussions with Spehar Capital.
 - b) "Stock Compensation" of either common stock in CMGT or, if Spehar Capital so chooses, Warrants exercisable into common stock in CMGT. If the Stock Compensation is taken as Warrants, all such Warrants shall be for a term of 5 years, transferable and exercisable by the holder into common shares of CMGT at any time during the term at a strike price that results in a total cost of \$1,000 per 1% of CMGT (i.e., \$5,000 for 5%). Stock Compensation shall be based upon the following provisions:
 - i) At such time as CMGT receives and accepts a Term Sheet or other commitment from an investor(s) (an "Accepted Commitment") for a minimum of \$1,000,000.00 Accepted Capital, CMGT will award Spehar Capital Stock Compensation equal to six percent (6%) of the total common shares and common share equivalents (as detailed in "iii" of this subparagraph "1.b)" herein) issued to all shareholders. In addition, at such time as CMGT receives and accepts such commitment for said \$1,000,000, this agreement will convert to an exclusive agreement under all the same terms and conditions, and CMGT will grant Spehar Capital an exclusive right of first refusal to any future debt and/or equity financing, sale merger or acquisition, including an IPO.
 - ii) Upon funding of an Accepted Commitment(s) in an amount greater than \$1,000,000 (the "Funded Amount") for which an investor(s) requires less than 1.333% of CMGT's common stock and equivalents per \$100,000 invested (the "Required Percentage"), CMGT will award Spehar Capital additional Stock Compensation for an Additional Percentage of the total common shares and common share equivalents (as detailed in "iii" of this subparagraph "1.b)" herein) issued to all shareholders. Such Additional Percentage shall be equal to fifty per cent (50%) of the difference between 1.333% and the Required Percentage for each additional \$100,000 of the Funded Amount that is over and above \$1,000,000.
 - iii) All of the Stock Compensation awarded under "i" and "ii.", above, shall not exceed ten percent (10%) of the total number of common shares and common share equivalents of

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CMGT, Inc. (i.e., Convertible preferred stock, convertible debt, warrants, partnership interests and options) granted to a lender, investor, buyer or partner.

- iv) All of the Stock Compensation awarded under this agreement shall be based on percentages of post investment or post merger shares and share equivalents (as detailed in "iii" above) outstanding and the common stock and/or common shares underlying the Warrants (the "Underlying Shares") shall enjoy the usual and customary terms such as tag-along and piggyback rights. Concurrent with becoming a publicly traded company via merger, acquisition, Initial Public Offering (IPO) or any other method, or at least thirty days in advance of a private sale, private placement, re-organization or any other additional fund raising activity that CMGT may choose to commence, CMGT (or its successor) shall file a registration statement with the Securities and Exchange Commission registering all common stock or Underlying Shares of all outstanding Warrants issued to Spehar Capital (or its assignees), and CMGT shall keep such registration statement open and current until all outstanding Warrants have either been exercised or their five year term has expired. CMGT will give Spehar Capital (or its assignees) proper and timely advance notice when any registration statement is to be filed by CMGT. CMGT will use its reasonable best efforts to be flexible as to the timing and manner of Warrant or common stock compensation so as to minimize or delay tax consequences to Spehar Capital (or its assignees), should you so request.
- v) The amounts and terms set forth in "i" and "ii", above, notwithstanding, CMGT will not accept any investment funds of less than \$1,000,000.00 from any investor Spehar Capital or Gerry Spehar has introduced to CMGT or caused to be introduced to CMGT without compensating Spehar Capital under terms acceptable to Spehar Capital.
- 2) Management Consulting Services:
- a) In consideration of certain services rendered by Spehar Capital prior to a successful closing transaction event of a minimum of \$1,000,000.00, exclusive of any bridge loan or other debt, subordinated debt or similar interim funding transaction ("Closing"), CMGT will pay Spehar Capital a management Consulting Services Fee of \$100,000.00. Such fee shall be paid to Spehar Capital as a monthly consulting fee commencing on the first calendar day of the first calendar month immediately following such Closing transaction date and continuing for successive calendar months, as shown in the "Schedule of Management Consulting Services Fee Payments", below:

Schedule of Management Consulting Services Fee Payments		
Scheduled Payment	Payment Payable On:	Amount Of Payment
Payment 1	1 st Month Following Closing	\$. 20,000.00
Payment 2	2 nd Month Following Closing	\$ 15,000.00
Payment 3	3 rd Month Following Closing	\$ 15,000.00
Payment 4	4 th Month Following Closing	\$ 10,000.00

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Payment 5	5 th Month Following Closing	\$ 10,000.00
Payment 6	6 th Month Following Closing	\$ 10,000.00
Payment 7	7 th Month Following Closing	\$ 10,000.00
Payment 8	8 th Month Following Closing	\$ 10,000.00
TOTAL OF ALL PAYMENTS		\$100,000.00

It is understood and agreed to by the parties hereto that such monthly consulting fee payment(s) shall not exceed \$100,000 in the aggregate and shall be made in full consideration of:

- i) All such services rendered;
 - ii) CMGT's initial funding requirements that were determined to be \$3 million to \$3.5 million;
 - iii) CMGT's funding requirements that were subsequently adjusted to \$1 million to \$1.5 million;
 - iv) Such subsequent adjustment in equity capital required by CMGT would have resulted in an overall lesser amount of compensation otherwise anticipated to be paid to Spehar Capital in consideration of such initial funding requirements under the terms of this Agreement, as described in paragraph "1)" under the provision entitled "COMPENSATION", herein, and the parties hereto have agreed to the monthly payments described in "2)a)", above, to fully recognize and compensate Spehar Capital for all such services.
- 3) No other capital financing or related advisory services or management consulting services and/or compensation related thereto, other than those specifically addressed herein shall be considered under the terms of this Agreement.

Indemnity/Hold Harmless:

CMGT agrees to defend, indemnify and hold Spehar Capital, its officers, directors, employees, controlling persons, agents and assigns harmless from any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees and costs, that Spehar Capital may incur as a result of a breach by CMGT of this agreement and/or the performance of services thereunder, except to the extent any such claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies are attributable to the negligence or bad faith of Spehar Capital or its agents. Likewise, Spehar Capital agrees to defend, indemnify and hold CMGT, its officers, directors, employees, controlling persons, agents and assigns harmless from any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees and costs, that CMGT may incur as a result of a breach by Spehar Capital of this agreement and/or

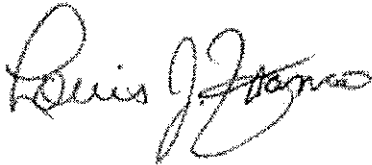
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the performance of services thereunder, except to the extent any such claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies are attributable to the negligence or bad faith of CMGT or its agents.

Furthermore, separate and aside from the matters addressed earlier in this agreement, this letter also confirms that CMGT and/or its principals individually agree(s) to be represented by Spehar Capital and/or you as an individual, on an exclusive basis, on all other matters involving the Alaska Native Corporations (ANC's) that may lead to debt and/or equity financing, sale, merger, acquisition, or other business relationship or beneficial transaction with CMGT or its principals. Of course, specifics concerning compensation and other pertinent issues relating to such exclusive representation will be addressed under the terms of a separate definitive agreement(s) to be developed and mutually agreed upon between Spehar Capital and/or you as an individual and CMGT, Inc and/or its principals individually.

If the above accurately describes our mutual understanding, please indicate Spehar Capital's agreement thereto by signing two (2) original edition copies of this letter, at the space provided below, and returning a fully executed copy to me for our records

Very truly yours,

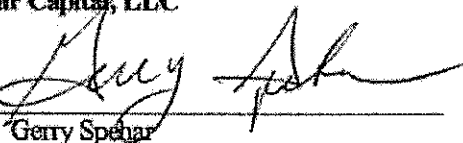


Louis J. Franco, RHU

Read and Agreed To:

Spehar Capital, LLC

By:


Gerry Spehar

Title: President

Date:

10/1/02

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EXHIBIT A – The following Exhibit is hereby attached to and is a part of this Agreement as of the date of this Letter Agreement.

REGISTRATION OF ACCREDITED INDIVIDUAL INVESTOR NAMES AND INVESTMENT FIRMS INTRODUCED BY SPEHAR CAPITAL LLC OR WITH WHOM CMGT HAS APPROVED SPEHAR CAPITAL TO HOLD DISCUSSIONS AND EXCHANGE INFORMATION REGARDING CMGT AS DEFINED HEREIN

This Registration of Accredited Individual Investor Names and Investment Firms Exhibit (hereinafter referred to as "Registration") is intended to identify all accredited investors/firms and other parties introduced (i) to CMGT by Spehar Capital or (ii) with whom CMGT has approved Spehar Capital to hold discussions and exchange information regarding CMGT as defined herein. Both Spehar Capital and CMGT agree this Registration, as may be amended only by written addendum thereto from time to time, is the only definitive record of all sources so introduced, as reference(s) to such source(s) are made to in this Agreement.

The itemized list of all such accredited investors/firms and other parties is as follows:


Full Legal Name of Individual Investor and/or Firm ¹	Name/Title of Principal Contact(s)	Mailing Address(es), Telephone, Fax & E-mail	Date of Initial Introduction to CMGT by Spehar Capital
1. Hawk Holdings, LLC/Hawk Technology Group, LLC	Patrick LaVecchia, Senior Managing Director	300 Tice Blvd Woodcliff Lake, NJ 07675 201-802-9130	05-29-2001
2. Authoriszor, Inc	Paul Ayres, Pres. & CEO Andrew Cussons, CFO	1 Van de Graaff Drive, Ste 502 Burlington, MA 01803-5188 781-359-9650	06-18-2001
3. The Barton-Group		5917 Spring Leaf Ct. Elkridge, MD 21075	06-18-2001
4. Alaska Native Corporations, comprised of Bethel Native Corp. (BNC), Doyon, Ltd. and Sealaska Corp. Cook Inlet Corp., St. George Tanaq Corp., Artic Slope Regional Corp., The Kuskokwim Corp., Council Tree Communications LLC, (collectively "ANC's"),	<i>BNC:</i> Marc Stemp, Pres & CEO <i>Doyon, Ltd.:</i> Dean Rampy, CFO <i>Sealaska Corp.:</i> Chris E. McNeil, Jr. Pres & CEO Bill Strafford, EVP & CFO <i>Cook Inlet Corp.:</i>	<i>BNC:</i> Bethel Native Corporation, Box 719 Bethel, Alaska 99559 907-543-2124 <i>Doyon, Ltd.:</i> 1 Doyon Place, Ste 300 Fairbanks, Alaska 99701 907-452-4755 <i>Sealaska Corp.</i> 18000 International Blvd., Ste 1009 Sea Tac, WA 98188 206-902-4411 Anchorage, Alaska	<i>BNC:</i> 06-15/2001 <i>Doyon & Sealaska:</i> 07-13-2001 07/13/2001

¹ Indicates Investor and/or firm introduced to Spehar Capital by CMGT.

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Full Legal Name of Individual Investor and/or Firm ¹	Name/Title of Principal Contact(s)	Mailing Address(es), Telephone, Fax & E-mail	Date of Initial Introduction to CMGT by Spehar Capital
	<i>St. George Tanaq:</i> <i>Brett Coburn</i> <i>Artic Slope Regional Corp.:</i> <i>Conrad Bagne</i> <i>The Kuskokwim Corp.</i> <i>Maver Carey</i> <i>Council Tree Communications LLC</i> <i>Steve Hillard</i>	Alaska 907-272-9886 Alaska 907-349-2369 Alaska 907-243-2944 Longmount, CO 303-678-1844	07/13/2001 07/13/2001 07/13/2001 07/13/2001 07/13/2001
5. Herbert Bailey as an individual and/or d/b/a Bay Cove Financial and/or Explorer Holdings	Herbert Bailey, Principal Gregg Webster, Consultant <i>RC⁵</i>	502 West King Street Philadelphia, PA 19144 215-849-3048 4385 N. Bacal Loop Beverly Hills, FL 34465 352-746-5655	07-17-2001
6. Consumers Financial Corp. <i>2</i>	R. Frederic Zullinger, Sr. VP & CFO	1513 Cedar Cliff Drive Camp Hill, PA 17011 717-730-6306	09-12-2001
7. Kaplan Gottbetter & Levenson LLP Global Emerging Markets (GEM)	<i>KGL: Adam S. Gottbetter, Esq.</i> <i>GEM: Christopher Brown, Director of Global Emerging Markets No. America, Inc.</i>	<i>KGL: 630 Third Ave, 5th Floor New York, New York 10017 212-983-6900</i> <i>GEM: 712 5th Avenue, 7th Floor New York, New York 10019 212-582-3400</i>	<i>KGL: 09-24-2001</i> <i>GEM: 09-27-2001</i>
8. The Abbey Group, Inc.	Edwin Mendlinger, President	106 East 65 th Street New York, New York 10021-6654 212-956-2419	09-21-2001
9. Norman Goldberg ¹	<i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i>	516-542-4103	09-24-2001
10. Howard Mann ¹	<i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i>	310-477-6911	09-24-2001

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Full Legal Name of Individual Investor and/or Firm ¹	Name/Title of Principal Contact(s)	Mailing Address(es), Telephone, Fax & E-mail	Date of Initial Introduction to CMGT by Spehar Capital
11. Joseph Greco ¹	<i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i>	714-278-2375	09-24-2001
12. Leon Pink ¹	<i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i>	310-475-6702	09-24-2001
13. Payden-Rygel 	Reiner Braun Scott Weiner <i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i>	213-830-4368	09-24-2001
14. Daniel Cannon ¹	<i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i>	310-589-2139	09-24-2001
15. William (Billie) Chambers ¹	<i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i>	011-49-89-5205-9610 (Munich) 011-44-208-995-6700 (London) 011-49-172-983-3717 (cell)	09-24-2001
16. Rodney Loeb, Esq., Et Al. ¹	<i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i>	213-892-0999	09-24-2001
17. Peter Mattingly ¹	<i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i>	865 S. Figueroa Street, 23 rd Floor Los Angeles, CA 90017	09-24-2001
18. NXTSAR Ventures, LLC ¹	Daniel Cox, Principal <i>Referral by Peter Mattingly, who was referred by Michael Newman, Esq., Daar & Newman</i>	2211 York Road, Suite 205 Oak Brook, IL 60523 630-371-0282	09-27-2001

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Full Legal Name of Individual Investor and/or Firm ¹	Name/Title of Principal Contact(s)	Mailing Address(es), Telephone, Fax & E-mail	Date of Initial Introduction to CMGT by Spehar Capital
	865 S. Figueroa Street, 23 rd Floor Los Angeles, CA 90017 213-892-0999		
19. Brobeck, Phleger & Harrison LLP Et Al. ¹	W. Carl Moore, Jr., Esq., Associate Business & Technology Section <i>Referred by Louis J. Franco, CMGT, Inc.</i>	Brobeck, Phleger & Harrison, LLP 4801 Plaza on the Lake Austin, TX 78746 512-330-4129	09-25-2001
20. Dick (& Barbara) Stewart ¹	<i>Individual Referral by Michael Newman, Esq., Daar & Newman</i> 865 S. Figueroa Street, 23 rd Floor Los Angeles, CA 90017 213-892-0999	7601 Talbrin Way Chapel Hill, NC 25116 919-932-9800	09-28-2001
21. The Equitable Life Assurance Society of the U. S. (an AXA Company) ¹	John Cirircion, General Counsel - also: Kevin Byrnes, Sr. VP & Treasurer <i>Referral by Michael Newman, Esq., Daar & Newman</i> 865 S. Figueroa Street, 23 rd Floor Los Angeles, CA 90017 213-892-0999	168 Canal Street Manhattan, New York 10013 212-941-8880 212-314-4081	09-28-2001
22. Frank Rabb in association with Highlands Insurance Group	Frank Rabb Willis King, CEO, Highlands Insurance Group <i>Individual Referral by Michael Newman, Esq., Daar & Newman</i> 865 S. Figueroa Street, 23 rd Floor Los Angeles, CA 90017 213-892-0999	Frank Rabb, Los Angeles, CA 310-273-9258 Highlands Insurance Group 1000 Lenox Drive Lawrenceville, NJ 08618 609-896-1921	10-02-2001
23. Live Oak Equity Partners ¹	Murali Anantharaman, Managing Partner	2500 Northwinds Parkway Suite 325 Alpharetta, GA 30004 678-393-9909	10-04-01
24. Smyth, Sanford International ¹	Gustavo Chomat <i>Referral by Michael Newman, Esq. & Frank Raab, Daar & Newman</i>	901 Ponce de Leon Blvd., Suite 504 Coral Gables, FL 33134 305-448-0743	10-05-2001

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Full Legal Name of Individual Investor and/or Firm ¹	Name/Title of Principal Contact(s)	Mailing Address(es), Telephone, Fax & E-mail	Date of Initial Introduction to CMGT by Spehar Capital
	865 S. Figueroa Street, 23 rd Floor Los Angeles, CA 90017 213-892-0999		
25. Argonaut Group ¹	Mark Watson, President & CEO Referred by Ron Given	10101 Reunion Place, Suite 800 San Antonio, TX 78216 210-321-8585	10/08/2001
26. Terry Neal, Bruce Greene, Joe McDonald & Mary Martin, John Lass, as respective individuals ¹	Terry Neal as an individual Bruce Greene as an individual Joe McDonald & Mary Martin John Lass <i>Referred by Louis J. Franco, CMGT, through David Hottman, President Nevada Pacific Gold, 625 Howe St., Suite 250, Vancouver, BC, Canada V6C 2T6, 604-646-0188</i>	Terry Neal, 503-647-7730 Bruce Green, 847-918-5151 Joe McDonald & Mary Martin 516-431-0244 John Lass 206-216-0155	10/31/2001
27. Bridgestream Partners, LLC, in association with Citadel Associates, Inc. and Tall Mountain, Inc. ¹	Bridgestream Partners, LLC William Willard, Managing Member Citadel Associates Daniel Barden, President Tall Mountain, Inc. Pieter Coetzer, President/CEO Hugh O'Donnell, Insurance Imagine Group <i>Referral by Webster Barth, Sr. VP SmartStarters 5400 Carillon Point, 4th Floor Kirkland, WA 98033 425-746-4335</i>	Bridgestream Partners, LLC 1370 Emerald Street San Diego, CA 92109 Citadel Associates 850 Santa Hidalgo Solana Beach, CA 92075 Tall Mountain, Inc. 390 Bay Street, Suite 2000 Toronto, ON M5H 2Y2 Canada	10-30-2001 11-13-2001 11-13-2001
28. Aon Corporation ¹	Wayne Baliga, President Aon Technical Services, Inc. <i>Referral by Louis J. Franco,</i>	Aon Center Chicago, IL 60606 312-701-5000	11-13-2001

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	<i>CMGT, Inc.</i>		
29.	Grand Junction Economic Partnership	Stephen Ausmus, President & Executive Director 2828 Walker Field, Suite 302 Grand Junction, CO 970-245-4332	11-14-2001
30.	Wells Fargo Bank West, N.A.	Stephen Irions, Senior Vice President 2808 North Avenue Grand Junction, CO 81501 970-245-2158	11-14-2001
31.	Alpine Bank	Norm Franke, President 225 North 5 th Street Grand Junction, CO 81501 970-254-2025	11-14-2001
32.	The Business Incubator Center Western Colorado Business Development Corporation	Dean DiDario, Revolving Loan Fund Administrator 2591 B ¼ Road Grand Junction, CO 81503 970-243-5242	11-08-2001
33.	Venture Associates	James B. Arkebauer, CEO 4950 East Evans, Suite 105 Denver, CO 80222-5209 303-758-8710	11-14-2001
34.	Tory Brown Venture Capital	Tory Brown, Principal Denver, CO 303-766-1467	11-14-2001
35.	Misc. Grand Junction, CO Parties Contacted By Gerry Spehar	John Moss Dennis King, President, 1 st National Bank of the Rockies Sam Suplizo Bernie Buescher Bill Sisson, President, Mesa National Bank Patricia Dahl, A.G. Edwards Mike Ferris, Western Slope Auto Mick Ireland Jamie Gomez, Colorado Housing Finance Authority Chris Launer, President, Pinnacle Bank Bill Wraith Mark McGauley	12-01-2001

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Full Legal Name of Individual Investor and/or Firm ¹	Name/Title of Principal Contact(s)	Mailing Address(es), Telephone, Fax & E-mail	Date of Initial Introduction to CMGT by Spehar Capital
	Steven Preiss		
36. Jim Patterson	James W. Patterson & Associates <i>Referral by Charles Trautner (CMGT, Inc. shareholder)</i>	Home: 25 Pine Court Sedona, AZ 86351 928-284-5999 Office: National Bank of Arizona 928-204-1060	12-04-2002
37. Trinity Capital Management, LLC ¹	Richard Mann, Managing Member <i>Referral by Charles Trautner (CMGT, Inc. shareholder)</i>	511 Shellview Circle Chesapeake, VA 23323 757-675-2813	12-17-2001
38. Colorado Capital Alliance	Marcia Schirmer	http://www.angelcapital.org 303-404-8818	12-18-2001
39. Covington Capital Corp./Gerald Wendel as an individual	Gerald Wendel	Covington Capital Corp. Aspen, CO 81612	12-18-2001
40. Guggenheim Capital	Christopher Birch, Managing Director	New York, New York 202-xxx-xxxx	01-xx-2002
41. International Consolidated Investors Corporation ¹	Richard Bellamy Robert Chernick <i>Referral by Charles Trautner (CMGT, Inc. shareholder)</i>	5080 N. 40 th Street, Suite 4660 Phoenix, AZ 85018 Richard Bellamy: 602-735-3033 Robert Chernick: 602-840-2292 x208	01-17-2002
42. Wells Investment Group in association with Citadel Associates, Inc. and Bridgestream Partners, LLC ¹	Daniel Barden, President/CEO Lawrence Wells, President <i>Referral by William Willard, Managing Member Bridgestream Partners, LLC</i> 1370 Emerald Street San Diego, CA 92109 858-273-2904	Larry J. Wells, President/CEO 100 Clock Tower Place, Suite 130, Carmel, CA 93923 831-625-6500 Daniel Barden, President Citadel Associates, Inc. 850 Santa Hildegata Solana Beach, CA 92075 858-755-8881	01-30-2002
43. Lyric Capital Investment Corporation ¹	Terry Temescu, Managing Partner Mark Bode, Partner Axel Zdarsky, Partner	224 Datura Street, Suite 1211 West Palm Beach, FL 33401 561-835-9599	02-05-2002

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	<i>Referred by Louis J. Franco, CMGT, Inc.</i>			
44.	AMB Capital ¹	Anthony Beyer, Esq. <i>Referred by Mark Bode, Partner, Lyric Capita investment Corporation</i>	301 Clematis Street, Suite 3000 West Palm Beach, FL 33401 561-835-4008	02-05-2002
45.	Barrington Associates ¹	Adam M. Roseman, Head of Technology Investment Banking <i>Referral by Gil Stenbach, Nat'l Director of Transaction Services Centerprise Advisors 303 West Madison Street Chicago, IL 60606</i>	11755 Wilshire Boulevard, Suite 2200, Los Angeles, CA 90025	02-14-2002
46.	Gregory Irwin ¹	Gregory Irwin <i>Referral by Dennis Russell, President LawAmerica, 16633 Ventura Blvd., Suite 902, Encino, CA 91436 818-783-9606</i>	westendkid@aol.com	02-18-2002
47.	TD Capital ¹ <i>PG 5</i>	Richard Grinnell <i>PG 5</i> <i>Referral by Dennis Russell, President LawAmerica, 16633 Ventura Blvd., Suite 902, Encino, CA 91436 818-783-9606</i>	111 Huntington Avenue, Suite 1400 Boston, MA 02199 Richard.grinnell@tdcapital.com 617 425 0800	02-18-2002
48.	Odin Capital Group, LLC ¹	Thompson H. Rogers, Managing Partner <i>Referral by Dennis Russell, President LawAmerica, 16633 Ventura Blvd., Suite 902, Encino, CA 91436 818-783-9606</i>	1625 Farnam Street, Suite 700, Omaha, Nebraska 68102-2113 402-827-9900 (T. Rogers x 9901)	02-18-2002
49.	Norwest Equity Partners Norwest Venture Partners VII, LLP Norwest Equity Partners VII, LLP Itasca LBO Partners VII, LLP	Stephen M. Farsht, Associate	3600 IDS Center 80 S. 8 th Street Minneapolis, MN 55402 612-215-1600	02-27-2002
50.	Validus Partners a United	<i>Robert Newkirk, Partner</i>	MN008-E200	03-06-2002

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Health Group Company, United Health Group/United Health Capital	<i>Referral by Stephen M. Farsht, Associate Norwest Equity Partners, 3600 IDS Center 80 S. 8th Street Minneapolis, MN 55402 612-215-1600 through Jamie Rice, United Health Group/United Health Capital</i>	9900 Bren Road East Minnetonka, MN 55440-1459 952-936-6800	
51. Stonehenge Capital Fund Colorado, LLC in association with Rocky Mountain Capital Partners, LLP	<i>Stonehenge Capital Fund, LLC.: Thomas Adamek, President Eric Danos, Principal Andrew Aye, Principal Rocky Mountain Capital Partners, LLP: William J. Sullivan, Principal Carolina Barthelson, Analyst</i>	<i>Stonehenge Capital Fund LLC.: 1125 17th Street, Suite 2269 Denver, CO 80202 720-936-0235 (cell: 303-909-4894) Rocky Mountain Capital Partners, LLP: 1125 17th Street, Suite 2260 Denver, CO 80202 303-297-1701</i>	03-07-2002
52. Red Rock Capital, LLC	Randolph Garner, Principal	Denver, CO	03-07-2002
53. Sequel Venture Partners	Rhonda Wallen, Senior Associate	4430 Arapahoe Avenue, Suite 220 Boulder, CO 80303 303-546-0400	03-08-2002
54. Wilshire Colorado Ventures, LLC in association with Newtek Capital, Inc. and The Stone Pine Companies	<i>Wilshire Colorado Ventures, LLC and The Stone Pine Companies: Douglas P. Baird, Marketing VP Newtek Capital, Inc.: Shamilla Ruder-Amico, VP Acquisitions The Stone Pine Companies: Paul Bagley, Managing Director</i>	<i>Wilshire Colorado Ventures, LLC: 410 17th St., Suite 400 Denver, CO 80202 303-446-5904 Newtek Capital, Inc.: 100 Quentin Roosevelt Blvd., Suite 408 Garden City, NY 11530 516-390-2253 The Stone Pine Companies: 1530 16th St., Sugar Bldg., Suite 200, Denver, CO 80202 303-443-5901</i>	03-11-2002
55. Enhanced Colorado Issuer, LLC	David Orlandella, Principal Andrew Casazza, Director	1355 South Colorado Boulevard, Suite 902 Denver, CO 80222 303-504-5337 303-299-9777 (D. Orlandella cell)	03-12-2002
56. Wolf Ventures	Tony Shouse, VP of Finance Chris Onan, Associate	1600 Stout Street, Suite 1510 Denver, CO 80202 303-321-4800	03-12-2002

Mr. Gerry Spehar
 Letter Agreement Between CMGT and Spehar Capital
 September 30, 2002
 Page 16

Full Legal Name of Individual Investor and/or Firm ¹		Name/Title of Principal Contact(s)	Mailing Address(es), Telephone, Fax & E-mail	Date of Initial Introduction to CMGT by Spehar Capital
57.	Murphree Colorado CAPCO, LP	James Kenyon	24 S. Weber Street, Suite 325 Colorado Springs, CO 80903 719-634-7070	03-12-2002
58.	FirstComp Insurance Company ¹	Luke Yeransian, President	212 South 74 th Street, Omaha, Nebraska 68124	03-14-2002
59.	Waveland Colorado Ventures, LLC	Ernest Mathis, Principal	26 W. Dry Creek Circle, Suite 600 Littleton, CO 80120 303-794-9450	04-08-2002
60.	Sandler O'Neill Partners, L.P. ¹	Gregory G. Clapp, Managing Director <i>Referral by John Leatham The Common Fund 15 Old Danbury Road Wilton, CT 06849 203-563-5196</i>	919 Third Avenue, 6 th Floor New York, New York 10022 212-466-7749 212-466-7800	04-19-2002
61.	Advantage Capital Partners Corporation	Stephen J. Bordes, Principal	909 Poydras Street, Suite 2230 New Orleans, LA 70112 504-522-4850 504-400-3933 (S. Bordes cellphone)	04-23-2002
62.	Alpha Capital Ventures ¹	Andrew Kainow, Partner	Chicago, IL 60606 312-322-9800	04-29-2002
63.	Howard Bellowe	Howard Bellowe <i>Referred by Douglas Baird, The Stone Pine Companies, 410 17th St., Suite 400, Denver, CO 80202 303-446-5922</i>	5400 Colorado Blvd. Greenwood Village, CO 80121 303-721-1653	04-29-2002
64.	Glen Davis ¹	<i>Individual Referral by Robert Crandall, EVP, CMGT/Touch Speed Technology, Inc., 4 Wilkinson Rd, Unit 1 Brampton, ON L6T 4L2 Canada 905-796-5233 x 112</i>	510 Maple, Apt. # 613 Burlington, ON L7S 1M5 Canada (Home) 905-681-6106 (Office) 905-831-2440 x29	04-29-2002
65.	Link Resource Partners ¹	Albert Behr Darrell McFeely <i>Individual Referral by Glen Davis 510 Maple, Apt. # 613 Burlington, ON L7S 1M5 Canada</i>	225 Sheppard Avenue West Toronto, ON Canada 416-224-5465 Albert Behr x 22 Darrell McFeely x 23	04-30-2002

Mr. Gerry Spehar
 Letter Agreement Between CMGT and Spehar Capital
 September 30, 2002
 Page 17

Full Legal Name of Individual Investor and/or Firm ¹	Name/Title of Principal Contact(s)	Mailing Address(es), Telephone, Fax & E-mail	Date of Initial Introduction to CMGT by Spehar Capital
	<i>(Home) 905-681-6106 (Office) 905-831-2440 x29</i>		
66. MMC Capital ¹	Meryl Hartzband, Senior Partner Linda Ventresca, Associate <i>Referral by John Leatham The Common Fund 15 Old Danbury Road Wilton, CT 06849 203-563-5196</i>	20 Horseneck Lane, Greenwich, CT 06830-6327	05-03-2002
67. Valley Ventures II L.P. ¹	Dr. Terry Winters, Special Limited Partner <i>Referral by Louis J. Franco, CMGT, Inc.</i>	6720 N. Scottsdale Road, Suite 280 Scottsdale, AZ 85253 480-585-4865	05-10-2002
68. Innovative Investment Management, LLC	David Spitz Dr. Oded Levy <i>Referral by James Kenyon, Murphree Colorado CAPCO, LP, 24 S. Weber St., Suite 325, Colorado Springs, CO 80903 719-634-7070</i>	444 W. Sylvester Way Highlands Ranch, CO 80129 720-348-0844	05-16-2002
69. Conning Capital Partners ¹	Gerard Vechio, Partner <i>Referral by John Leatham The Common Fund 15 Old Danbury Road Wilton, CT 06849 203-563-5196</i>	City Place II 185 Asylum Street Hartford, CT 06103 860-520-1529	05-18-2002
70. Century Capital Partners ¹	Davis R. Fulkutson, Managing Director <i>Referral by John Leatham The Common Fund 15 Old Danbury Road Wilton, CT 06849 203-563-5196</i>	One Liberty Square Boston, MA 02109 617-482-3060	05-18-2002
71. Derek Southerland ¹	<i>Individual Referral by Glen Davis (Home) 905-681-6106 (Office) 905-831-2440 x29</i>	67 Hazelton Avenue Toronto, Ontario M5R 2E3, Canada	07-15-2002

Mr. Gerry Spehar
 Letter Agreement Between CMGT and Spehar Capital
 September 30, 2002
 Page 18

Full Legal Name of Individual Investor and/or Firm ¹	Name/Title of Principal Contact(s)	Mailing Address(es), Telephone, Fax & E-mail	Date of Initial Introduction to CMGT by Spehar Capital	
		Canada		
72.	International Securities Corp.	Martin Wegard <i>Referred by Laurie Zeller, Vox2</i>	New York, New York 212-986-7811	07-16-2002
73.	1375838 Ontario Ltd., operating as INCUBED (INCUBED) ¹	Stephen J. Hall, President & CEO <i>Referral by Gil Stenbach, Nat'l Director of Transaction Services CENTERPRISE ADVISORS 303 West Madison Street Chicago, IL 60606</i>	250 Dundas St. W., Suite 504, Toronto, ON, Canada M5T 2Z5	07-27-2002
74.	Northern Illinois Angels, LLC ¹	Gorden Reichard, Jr., President & CEO <i>Referral by Louis J. Franco, CMGT, Inc.</i>	230 W. Monroe Street Chicago, IL 60606 312-223-8393	07-31-02
75.	Bathgate Capital Partners, LLC	Richard Huebner, COO & Executive Director of Growth & Development <i>Referral by David Spitz, Innovative Investment Management, LLC, 444 W. Sylvester Way Highlands Ranch, CO 80129 720-348-0844</i>	5350 S. Roslyn St., Suite 400 Greenwood Village, CO 80111 303-694-0862	08-05-2002
76.	RockMountain Ventures	Joe Edens, Managing Director <i>Referred by Bob NewKirk, Validus Partners, MN008-E200 9900 Bren Road East Minnetonka, MN 55440-1459 952-936-6800</i>	830 Bonita Avenue Ft. Collins, CO 80526 970-377-3900	08-09-2002
77.	Peter H. Pocklington	Peter H. Pocklington <i>Referral by Dennis Russell, President LawAmerica, 16633 Ventura Blvd., Suite 902, Encino, CA 91436 818-783-9606</i>	C/o Dennis Russel, LawAmerica 818-783-9606	09-18-2002

Mr. Gerry Spehar
 Letter Agreement Between CMGT and Spehar Capital
 September 30, 2002
 Page 19

Full Legal Name of Individual Investor and/or Firm ¹	Name/Title of Principal Contact(s)	Mailing Address(es), Telephone, Fax & E-mail	Date of Initial Introduction to CMGT by Spehar Capital
78. ARCI, Corporation et al., comprised of Thomas Overturf, Ian Adlington and Dexter Cohen ¹	Thomas Overturf, ARCI Ian Adlington Dexter Cohen <i>Referral by Christopher J. Warden, Ventel, Inc. 185 Hill Avenue Glen Ellyn, IL 60137 630-790-3042</i>	T. Overturf: 221 East Jay Street Carsen, CA 90745 310-835-0508 I. Adlington: C/o Crown Plaza Hotel 17941 Von Karman Ave. Irvine, CA 92614 949-863-1999 D. Cohen 10 Lucerne Road Newport Beach, CA 92660 949-640-2025	T. Overturf: 06-25-2002 I. Adlington: 10-01-2002 D. Cohen 10-01-2002

EXHIBIT 6

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Subject: Newco LOI
Date: Fri, 08 Aug 2003 14:24:24 -0700
From: Gerry Spehar <gspehar1@earthlink.net>
To: "Franco, Lou" <Louman01@aol.com>
CC: "Given, Esq., Ronald B." <rgiven@mayerbrownrowe.com>

Lou,

See my attached letter.

Best,

Gerry

PL 05906

Subject: [Fwd: Newco LOI]
Date: Fri, 08 Aug 2003 14:25:42 -0700
From: Gerry Spehar <gspehar1@earthlink.net>
To: "Franco, Lou" <Louman01@aol.com>
CC: "Given, Esq., Ronald B." <rgiven@mayerbrownrowe.com>

Sorry...here's the attachment.

Subject:
Newco LOI
Date:
Fri, 08 Aug 2003 14:24:24 -0700
From:
Gerry Spehar <gspehar1@earthlink.net>
To:
"Franco, Lou" <Louman01@aol.com>
CC:
"Given, Esq., Ronald B." <rgiven@mayerbrownrowe.com>

Lou,

See my attached letter.

Best,

Gerry

GS_MemoToLJF_08-08-2003.doc

Name:
GS_MemoToLJF_08-08-2003.doc
Type:
WINWORD File (application/msword)
Encoding:
base64

PL 05907

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.

PL 05908

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

PL 05909

EXHIBIT 7

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Subject: RE: [Fwd: Newco LOI]
Date: Fri, 8 Aug 2003 16:57:51 -0500
From: "Given, Ronald B." <RGiven@mayerbrownrowe.com>
To: "Gerry Spehar" <gspehar1@earthlink.net>,
"Franco, Lou" <Louman01@aol.com>

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-----

PL 05911

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.

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PL 05912

EXHIBIT 8

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Robert Carroll

From: lfranco [lfranco@cmgt.com]
Sent: Wednesday, July 30, 2003 10:44 AM
To: Given, Ronald B.
Subject: RE: LOI Redraft

Ron:

Here's the complete listing of the potential funders we are actually in in various stages of discussion with right now, in no particular order of significance:

- 1) Mitre & Associates, LLC/Robert Mitre - American & Other Native American Corporations
 - a) Huna Totem Corporation (ANC)
 - b) Bethel Native Corporation (ANC)
 - c) Doyon Ltd. (ANC)
 - d) Chugatch Alaska Corporation (ANC)
 - e) Salt River Pima-Maricopa Indian Community
 - f) Haida Corporation (ANC)
 - g) Native American Finance Officers Association (NAFOA)
 - h) National Congress of American Indians (Wash. DC)
 - i) Paotte Native Corporation (NM, ND)
 - j) Standing Rock Sioux Tribal Council (ND)
 - k) Spirit Lake Tribal Council (ND)
 - l) Viejas Tribal Council (ND)
 - m) Pueblo Tribes of New Mexico (various NM)
 - n) Mescalero Apache Tribe (NM)
 - o) Woodfords Community Council (CA)
 - p) Viejas Tribal Council (CA)
 - q) Ho-Chunk Nation (WI)Robert Mitre has contacted all of the above & received indications of positive interest - he's setting up telecons & putting NDAs in place
- 2) Council Tree Communications LLC - working with Madison Dearborn Partners, LLC
 - a) Artic Slope Regional Corporation (ANC)
 - b) Doyan Ltd. (ANC)
 - c) Sealaska Corporation (ANC)- Council Tree will not involve Sealaska re: CMGT
- 3) Madison Dearborn Partners, LLC - working with Council Tree Communications LLC
- 3) Fallon Paiute, Duckwater & Ely County Shoshone Tribal Business Council (NV)
- 4) Warburg Pincus LLC
- 5) FlexBen, Inc.
- 6) WorkSteps, Inc./OneComp, Inc. (Peter Gallaher & partners)
- 7) Richard Eskow (representing various private investors & Silicon Valley VCs)
- 8) Siemens Information & Communications Networks/Andrea Davis - Various So. CA & NV tribes
- 9) Generations Partners, LLC
- 10) Spehar Capital, LLC

Should we also exempt anyone we have substantively talked with in the past by referring to these many contacts as a "grandfathered group of previously engaged sources of private & institutional capital"?

Best regards,

Lou

Louis J. Franco, RHU
President & CEO
CMGT, Inc.
2 S 647 White Birch Lane
Wheaton, IL 60187

voice: 630-260-9507
cell: 630-215-8193
fax: 978-389-1060

E-mail: lfranco@cmgt.com

=====
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=====
CMGT, Inc. Management
=====

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

From: Given, Ronald B. [mailto:RGiven@mayerbrownrowe.com]
Sent: Wednesday, July 30, 2003 7:49 AM
To: lfranco
Subject: RE: LOI Redraft

Lou: Chuck called late yesterday. I think we are ready to go. We need to fill in the blank for the pending deals we are going to except from the no shop clause. I think we need to get it out to him today.

Cordially, Ron

Dictated with Dragon NaturallySpeaking

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

From: lfranco [mailto:lfranco@cmgt.com]
Sent: Tuesday, July 29, 2003 11:31 AM
To: Given, Ronald B.
Subject: RE: LOI Redraft

Got it, Ron. Thank you. Chuck's CMGT Business Plan is going out to him today for delivery to his home on Wed. AM.

Chuck called me again to let me know he wants me to send Harlan Smith a CMGT Business Plan package. Should I get a fresh NDA from Harlan - or will the one Chuck is promising to sign cover whomever Chuck brings into the deal (I am concerned that Chuck may not sign an NDA notwithstanding his stated intentions to do so because Chuck usually doesn't sign things if he believes it will make him personally liable)? FYI, Harlan already signed an NDA in January 2003 (as an individual, not as his VC company, Copper Mt. Ventures or as his new VC company with his partner, Paul Ruhl) prior to his declining to make an offer to fund CMGT (this was all done with Gerry Spehar in the loop)- attached is a copy of Harlan's signed NDA.

Regards,

Lou

Louis J. Franco, RHU
President & CEO
CMGT, Inc.
2 S 647 White Birch Lane
Wheaton, IL 60187

voice: 630-260-9507
cell: 630-215-8193
fax: 978-389-1060

E-mail: lfranco@cmgt.com

=====
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CMGT, Inc. Management
=====

-----Original Message-----
From: Given, Ronald B. [mailto:RGiven@mayerbrownrowe.com]
Sent: Monday, July 28, 2003 3:59 PM
To: lfranco
Subject: LOI Redraft

=====
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EXHIBIT 9

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

In a message dated 7/1/2003 4:50:13 PM Central Daylight Time, John.Crishon@icn.siemens.com writes:

Subj: Conference Call with Siemens One Liaison
Date: 7/1/2003 4:50:13 PM Central Daylight Time
From: John.Crishon@icn.siemens.com
To: Louman01@aol.com
Sent from the Internet

Lou, Andrea Davis(Siemens Native-American Liaison) is in Washington DC this week working on a Federal Outreach Initiative for Economic Development of Rural America. She is available the week of July 7th to chat with you about Siemens' involvement with Native-American tribes.

Andrea is also working with NCAIED, which is the most respected Indian organization for advising tribes on how to establish businesses with non-Indian companies.

I think this conversation would be helpful and hopefully provide you with additional leverage in your negotiations with the Native-American Venture Capitalist organizations.

Additionally, Siemens has just received notification that the Washoe Tribe has chosen Siemens to implement a solution which includes a call center. Please advise me of your availability and I will coordinate the conference call.

Regards
John

>John Crishon Jr
>Siemens Information and Communication Networks, Inc.
>Business Solutions Consultant, Southern Pacific Region
>10801 Walker Street, Suite 200
>Cypress, CA 90630-5012
>714-484-5556 RNET 484-5556
>Fax 714-484-5005 Fax RNET 484-5005
>Cellphone 310-489-9253
>E-Mail john.crishon@ICN.Siemens.com
>

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>
>

John:

Great news! Thank you for your offer and efforts to put us in touch with Andrea Davis. Go ahead and setup a telecon anytime the week of the 7th (this week), other than Monday AM (CDT) on the 7th. You may want to schedule a time and a backup time just to be sure we can connect. I will have Gerry Spehar on the phone with me since he is our investment capital advisor and best knows our history and current dealings with various Alaskan Native Corporations (ANCs) and Native American Tribal entities.

The synergies are obvious and I look forward to having a point-of-departure discussion at Andrea's convenience.

I really appreciate you facilitating the intro and hope you can participate in our discussion(s).

Best regards,

Lou

Louis J. Franco, RHU
President & CEO
CMGT, Inc.
2 S 647 White Birch Lane
Wheaton, IL 60187

voice: 630-260-9507
cell: 630-215-8193
fax: 978-389-1060

E-mail1: Louman01@aol.com
E-mail2: lfranco@cmgt.com

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CMGT, Inc. Management

PL 07057