

EXHIBIT 99

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

Yolanda Anderson

From: Louman01@aol.com
Sent: Wednesday, July 31, 2002 12:22 AM
To: Gerry Spehar
Cc: Given, Ronald B.
Subject: CMGT/Spehar Capital Agreement Letter-Addendum 2
Attachments: CMGT-SpeharAgreement_AddendumNo2_07-17-2002[2].doc

Gerry:

Attached is Addendum 2 to our Letter Agreement incorporating the changes we discussed and agreed to today with Ron Given, signed by me on behalf of CMGT. Please sign two (2) original edition copies, keep a copy for your records and return one fully executed copy to me for our records.

I will draft an updated Exhibit and send it to you ASAP so we can mutually assure it is all-inclusive and up to date - then we can formally amend the Agreement with a revised Exhibit A and keep it up-to-date from that point going forward.

Best 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
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CMGT, Inc. Management

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CMGT, Inc.-Spehar Capital, LLC Letter Agreement Addendum No. 2

The Letter Agreement (Agreement) between CMGT, Inc. and Spehar Capital, LLC, dated October 1, 2001 is hereby amended, as of the date herein, to reflect:

- 1) Subparagraph "1." under the provision entitled "COMPENSATION:" is hereby deleted and changed to read as follows:

- "1. 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 Accepted Capital, CMGT will award Spehar Capital Stock Compensation equal to 6% of the total common shares and common share equivalents (as detailed in "3." of this agreement) issued to all shareholders.

- 2) Subparagraph "2." under the provision entitled "COMPENSATION:" is hereby deleted and changed to read as follows:

- "2. Upon funding of an Accepted Commitment in an amount greater than \$2,000,000 (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 "3." of this agreement) issued to all shareholders. Additionally:

- a. 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);
 - b. At such time as CMGT receives and accepts such commitment for \$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; and
 - c. Such Required Percentage used to calculate Spehar Capital's Additional Percentage shall be such investor(s) final Required Percentage after all earnback calculation(s) have been determined and fully vested pursuant to agreement(s), if any, between CMGT and such investor(s).

- 3) For the purposes of this Letter Agreement, "Compensation" to Spehar Capital as defined and used herein shall not include any funds raised or otherwise made available to CMGT that are invested, whether on a debt or equity basis, in CMGT directly from any of CMGT's existing or prospective individual private investor(s) who are not initially introduced by Spehar Capital unless CMGT has issued a written approval for Spehar Capital to hold discussions and exchange information with such investor(s).

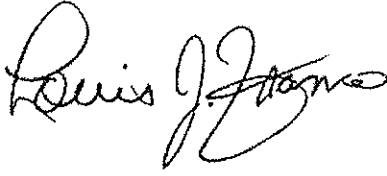
By affixing the duly authorized CMGT, Inc. and Spehar Capital, LLC officer signatures below as of the date(s) indicated, the parties hereby acknowledge their agreement to and acceptance of this Addendum:

SIGNATURE PAGE FOLLOWS...

CMGT, Inc.-Spehar Capital, LLC Letter Agreement
Addendum No. 2

CMGT, Inc.:

Spehar Capital, LLC:



Signature

Name: Louis J. Franco

Its: Chairman, President & CEO

Date: July 17, 2002

Signature

Name: Gerry Spehar

Its: President

Date: _____

EXHIBIT 100

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

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SUPERIOR COURT

5 STEVEN A. KLEND A, LLC
6 STEVEN A. KLEND A, ESQ. (*Pro hac vice* to be filed)
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7 Denver, Colorado 80203
Telephone: (303) 785-7777
8 Facsimile: (303) 861-1777

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

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

EC 037602

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

15 Plaintiff,

16 v.

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

19 Defendants.

CASE NO.

VERIFIED COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF FOR:

1. SPECIFIC PERFORMANCE OF A CONTRACT;
2. BREACH OF CONTRACT; AND
3. QUANTUM MERUIT

20
21 PARTIES

22 1. Plaintiff, Spehar Capital, LLC ("Spehar Capital") is a California limited liability
23 company. Its principal place of business is at 1625 Grandview Ave., Glendale, California 91201.
24 Mr. R. Gerard Spehar manages Spehar Capital, LLC.

25 2. Defendant, CMGT, Inc. ("CMGT") is, on information and belief, a Delaware
26 corporation. Its principal place of business is at 2 S 647 White Birch Lane, Wheaton, Illinois
27 60187. CMGT's President and CEO is Louis Franco.

28 3. CMGT provides absence-management (a human-resources outsourcing solution) to

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1 corporate clients.

2 4. The true names and capacities, whether individual, corporate, partnership, agent,
3 associate or otherwise of defendants DOES 1 through 100, inclusive, are presently unknown to
4 Plaintiff who therefore sues said defendants by such fictitious names. Plaintiff will amend this
5 Complaint to insert the true names and capacities of the fictitiously named defendants, and their
6 responsibility for Plaintiff's damages, if and when the same have been ascertained. Plaintiff is
7 informed and believes, and on that basis alleges, that each of the fictitiously named defendants is
8 responsible in some manner for the occurrences alleged herein, and that Plaintiff's damages were
9 proximately caused by such defendants' acts or omissions.

10 5. Plaintiff is informed and believes, and on that basis alleges, that defendant, CMGT
11 and DOES 1 through 100, inclusive are, and at all relevant times herein were, the agents, servants,
12 employees, associates, partners, officers, joint venturers, shareholders and alter egos of each other
13 and in doing the things hereinafter alleged were acting within the course and scope of such agency
14 or other relationship, and with the consent of its/his/her co-defendants.

15 JURISDICTION AND VENUE

16 6. Venue is appropriate in this Court because Spehar Capital is a California limited
17 liability company whose principal place of business is located in Glendale, California.

18 7. This Court has jurisdiction over CMGT under Cal. Code Civ. P. 410.10, because
19 CMGT has purposefully availed itself of the benefits and burdens of doing business in California.

20 Specifically:

21 a. Spehar Capital contracted with CMGT in California.

22 b. Over the course of the past 2 plus years, CMGT's President, Lou Franco,
23 has talked via telephone with Spehar Capital approximately 10 times each day and exchanged 5-6
24 emails per day with Spehar Capital. CMGT deliberately directed these contacts to California.

25 c. CMGT conducts business in California. CMGT provides its services to two
26 clients, ZiLog and eBay, which are both are located in California.

27 d. Another California corporation, Innovative Care Systems, Inc. ("ICS") has
28 a business partnership agreement with CMGT. ICS provides insurance and human-resource

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1 outsourcing services to schools, hospitals & high-tech firms throughout California. ICS markets
2 both its own and CMGT's services. ICS and CMGT are integrating these services and systems to
3 provide clients with a single-source human-resources-outsourcing solution.

4 e. CMGT's President has traveled to California to meet with CMGT's clients
5 and Spehar Capital. For example, on or about August 4, 2003, Mr. Franco met in Los Angeles
6 with ICS and eBay personnel.

7 GENERAL ALLEGATIONS

8 8. Spehar Capital provides business and financial consulting services to existing
9 companies and start-up businesses.

10 9. In 2001, CMGT retained Spehar Capital to raise funds so that CMGT could expand
11 a fledgling absence-management and human-resource outsourcing business.

12 10. CMGT and Spehar Capital renewed their contract on September 30, 2002. (A copy
13 of that letter agreement dated September 30, 2002 (the "Agreement") is attached hereto as Exhibit
14 1 and incorporated herein by reference.)

15 11. The Agreement reflected the reliance of CMGT's President on Spehar Capital, the
16 trust he placed in it, its familiarity with CMGT, and its preeminent and increasing role in pitching
17 CMGT to, and exchanging information with, investors. CMGT's President insisted that Spehar
18 Capital be included on and participate in all of CMGT's discussions with potential investors.

19 12. CMGT retained Spehar capital to "facilitate introductions to and perform certain
20 advisory services pertaining to certain discussions Spehar Capital may have with third parties that
21 may lead to debt and/or equity financing, sale, merger, acquisition, financial incentive grant(s) or
22 other business relationship or other beneficial transaction between CMGT and others; [and] (b)
23 perform certain management consultant services." (Exhibit 1, at p. 1).

24 SPEHAR CAPITAL'S COMPENSATION

25 13. CMGT agreed to pay Spehar Capital a success fee and a management-consulting
26 fee if Spehar Capital helped raised at least \$1.0 million for CMGT. (Exhibit 1 at p. 2, ¶ 2 and p. 3,
27 ¶¶ 1 and 1(b)(v)).

28 14. The management consulting fee is \$100,000. (Exhibit 1 at pp. 4-5, ¶ 2.)

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- 1 15. The success fee consists of:
- 2 a. A cash fee equal to “6% of the Accepted Capital raised directly from any
- 3 investor(s) either introduced by Spehar Capital or with whom CMGT has approved discussions
- 4 with Spehar Capital.” (Exhibit 1 at p. 3, ¶ 1(a) [emphasis added].)
- 5 b. 6%-10% of the total common shares and share equivalents issued to
- 6 shareholders. (Exhibit 1 at p. 3, ¶¶ 1(b)(i) and 1(b)(iii).)
- 7 c. An “exclusive right of first refusal to any future debt and/or equity
- 8 financing, sale merger or acquisition, including an IPO.” (Exhibit 1 at p. 3, ¶1(b)(i).)
- 9 16. The obligations listed in ¶¶ 15(b) and (c) are triggered not upon completion of the
- 10 capital transaction, but “[a]t such time as CMGT receives and accepts a Term Sheet or other
- 11 commitment from an investor(s).” (Exhibit 1 at p. 3, ¶¶ 1(b)(i) and 1(b)(iii).)
- 12 17. If CMGT accepts a funding commitment from anyone with whom CMGT
- 13 authorized Spehar Capital to discuss or exchange information about CMGT, then The Agreement
- 14 becomes exclusive, so that CMGT must exclusively use Spehar Capital to pursue capital. Decl. at
- 15 ¶¶ 8 and 10-11; Ex. 1-1, Agreement, p. 3, ¶ (1)(b)(i).
- 16 18. To protect Spehar Capital in the event that another entity purchased CMGT’s assets
- 17 as part of funding, the Agreement required any asset-purchase agreement to make the Agreement
- 18 an obligation of the purchaser: “In the event that Accepted Capital, as defined herein, is used to
- 19 fund a successor company to CMGT, all of the terms of this agreement shall apply to such
- 20 successor company and this Agreement shall be made an obligation of such successor company
- 21 under the terms of any asset purchase agreement with such successor company.” (Exhibit 1 at p.
- 22 2, ¶ 5.)
- 23 19. Spehar Capital’s success fee is to be paid to anyone listed on Exhibit A to the
- 24 Agreement. Exhibit A “identif[ied] the names and pertinent related information of all accredited
- 25 investors/firms and other parties either introduced to CMGT by Spehar Capital or with whom
- 26 CMGT has approved Spehar Capital to hold discussions and exchange information regarding
- 27 CMGT during the term of our Agreement.” (Exhibit 1 at p. 3, ¶ 1.)
- 28 20. Exhibit A is “attached hereto and made a part of th[e] Agreement.” (Exhibit 1 at p.

1 3, ¶ 1.) It is "intended to identify all accredited investors/firms and other parties introduced (i) to
2 CMGT by Spehar Capital or (ii) with whom CMGT has approved Spehar Capital to hold
3 discussions and exchange information regarding CMGT as defined herein." (Exhibit 1 at p. 7, Ex.
4 A.)

5 21. As CMGT and Spehar Capital's relationship grew, CMGT authorized Spehar to
6 hold discussion and exchange information about CMGT with a wide variety of persons.

7 22. CMGT insisted on including Spehar in virtually all meetings, contacts or exchanges
8 of information with investors. Lou Franco participated in many of these calls and contacts, along
9 with Spehar Capital.

10 23. Many of these contacts were not subsequently listed on Exhibit A because Exhibit
11 A was not updated regularly, and/or CMGT or Spehar Capital did not expect these contacts to lead
12 to an acceptable funding proposal.

13 THE STANDARD DEAL AND THE "NEWCO" DEAL

14 24. The financing that CMGT instructed Spehar Capital to seek was a "make whole"
15 deal, in which all CMGT investors and obligations would be made whole and not suffer dilution.

16 25. In late 2002, Chuck Trautner, an investor in CMGT, began pitching an alternate
17 deal to CMGT, in which a new entity would purchase CMGT's assets, so that CMGT could
18 unload its "baggage" and debt, and start with a clean slate.

19 26. Mr. Trautner and Spehar Capital conversed about this new-entity deal on at least
20 November 4, 2002 and December 7, 2002.

21 27. On January 27, 2003, Lou Franco/CMGT asked Spehar Capital to participate in a
22 conference call with Chuck Trautner, and CMGT's counsel, Ron Given.

23 28. The purpose of the call was to vet and understand Chuck's proposal for forming a
24 new entity, "Newco," which would purchase CMGT's assets in exchange for Newco stock.
25 CMGT and the other call participants attempted to nail down the details of and potential investors
26 in, the Newco deal.

27 29. Unlike the "make whole" deal that CMGT had instructed Spehar Capital to pursue,
28 the Newco deal did not make CMGT's existing investors or shareholders whole. It left CMGT

1 saddled with approximately \$700,000 in debt, and only one asset: Newco stock.

2 30. Lou Franco, Gerry Spehar, and CMGT's counsel, Ron Given, participated in this
3 call with Chuck Trautner.

4 31. CMGT authorized Spehar capital to participate in this call, and other calls with Mr.
5 Trautner.

6 32. CMGT approved Spehar Capital to hold discussions with Chuck Trautner.

7 33. CMGT approved Spehar Capital to exchange information regarding CMGT with
8 Chuck Trautner.

9 34. Spehar Capital held discussions with Chuck Trautner.

10 35. Mr. Trautner was an investor in CMGT.

11 36. Spehar Capital exchanged information regarding CMGT with Chuck Trautner.

12 37. At end of the January 27th call with Chuck Trautner, CMGT asked Mr. Trautner to
13 clarify his proposal and provide more specific details before CMGT would consider his proposal.

14 38. Before and after this call, Mr. Trautner spoke with Spehar Capital at least five
15 times. Several of these conversations included discussions of a new-entity/Newco deal and
16 CMGT.

17 39. Spehar Capital kept CMGT fully informed of its contacts with Mr. Trautner.

18 40. By mid-2002, CMGT, Spehar Capital and Mr. Trautner knew that CMGT might
19 fail if it did not obtain new funding. Although it had an operating business, a real and useful
20 product, and satisfied clients, CMGT's financial outlook was bleak.

21 41. Unbeknownst to Spehar Capital, CMGT's counsel, Ron Given, continued CMGT's
22 discussions with Mr. Trautner about his Newco proposal.

23 42. On July 31, 2003, Mr. Trautner submitted to CMGT a "Proposal by Newco to
24 acquire Assets of Oldco Corporation" (the "Letter of Intent" or "LOI"). The LOI guaranteed that
25 Newco would have an initial capitalization of at least \$2.5 million. (LOI, ¶ 2(a)(ii)(A).) (The LOI
26 is attached hereto as Exhibit 2 and incorporated herein by reference.)

27 43. The LOI does not conform to the Agreement between Spehar Capital and CMGT.

28 Specifically:

1 a. The LOI asserts that no broker was involved in the Newco transaction, and
2 CMGT does not owe any broker fees: "Oldco [CMGT] has not retained or used, and will not
3 retain or use, the services of any broker or finder which would result in the imposition of a fee on
4 the assets of Newco should the transactions contemplated by this letter be consummated."

5 (Exhibit 2, ¶ 9.)

6 b. The LOI does not provide for the payment of a cash fee or any other fees to
7 Spehar Capital.

8 c. The LOI does not provide for the payment of a management consulting fee
9 to Spehar Capital.

10 d. The LOI does not provide that Spehar Capital will receive any stock or
11 stock equivalents in Newco.

12 e. The LOI does not give Spehar Capital a right of first refusal on CMGT's
13 future investment banking business.

14 f. The LOI does not require the Newco asset-purchase agreement to make the
15 Agreement between CMGT and Spehar Capital an obligation of the successor company that will
16 purchase CMGT's assets.

17 44. CMGT has refused to acknowledge that Mr. Trautner is a person with whom
18 CMGT authorized Spehar Capital to engage in discussions with and exchange information
19 regarding CMGT.

20 45. CMGT has refused to add Mr. Trautner to Exhibit A of the Agreement.

21 46. CMGT's shareholders approved the Newco deal by proxy vote on or about August
22 26, 2003.

23 47. If the Newco deal proceeds, Spehar Capital will likely be left with claims against
24 the debt-ridden shell of CMGT, whose only asset will be speculative Newco stock.

25 48. CMGT's President has stated that it would be "a travesty" if Spehar Capital did not
26 get paid as a result of the Newco deal.

27 49. CMGT's President has also stated that if Spehar Capital "[doesn't] get paid . . .
28 that's not right."

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FIRST CAUSE OF ACTION

(Specific Performance of a Contract Against all Defendants)

50. Spehar Capital incorporates by reference Paragraphs 1 through 48 above as if fully set forth herein.

51. The consideration set forth in the Agreement was fair and reasonable at the time the Agreement was entered into in relation to the value of the consulting and investment services to be provided, and the Agreement is, as to CMGT, fair, just and reasonable.

52. CMGT has breached its contract with Spehar Capital.

53. CMGT has failed and refused and continues to fail and refuse to perform the terms and conditions of the Agreement, which failures are more fully set forth herein above.

54. Spehar Capital has performed all terms and conditions of the Agreement, other than those terms and conditions that it has been prevented from performing as a result of CMGT's breach of the Agreement.

55. Spehar Capital has been damaged by CMGT's breach.

56. Monetary damages cannot adequately compensate Spehar Capital for CMGT's breach of the Agreement and failure to perform the Agreement.

57. CMGT should be compelled to specifically perform the terms of its Agreement with Spehar Capital, because the following terms and conditions of the Agreement make it extremely difficult to adequately measure or convert to monetary damages:

- a. A right of first refusal on CMGT's future investment banking business.
- b. Receipt of 6-10% of the stock in any new entity.
- c. The requirement that any asset-purchase agreement must make the Spehar Capital-CMGT Agreement an obligation of the purchasing entity.

58. In addition, the success and management fees that the Agreement requires CMGT to pay Spehar Capital will be essentially worthless if the asset-purchase agreement does not make the Spehar Capital-CMGT Agreement an obligation of the purchaser. Instead of having claims against a newly-funded entity with cash available to pay damages, Spehar Capital will be left with claims against the empty and debt-ridden shell of CMGT, whose only asset will be speculative,

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1 non-marketable stock in a new entity.

2 SECOND CAUSE OF ACTION

3 (Breach of Contract Against all Defendants)

4 59. Spehar Capital incorporates by reference Paragraphs 1 through 57 above as if fully
5 set forth herein.

6 60. CMGT has breached the Agreement, as more fully set forth above, with Spehar
7 Capital.

8 61. Spehar Capital has performed all conditions, covenants and provisions required on
9 its part to be performed under the Agreement, except as excluded by CMGT's breach of the
10 Agreement.

11 62. Spehar Capital has been damaged by CMGT's breach in an amount that Spehar
12 Capital will prove at trial.

13 THIRD CAUSE OF ACTION

14 (Quantum Meruit Against all Defendants)

15 63. Spehar Capital incorporates by reference Paragraphs 1 through 61 above as if fully
16 set forth herein.

17 64. Spehar Capital has performed consulting and capital-access services for CMGT at
18 the request of CMGT.

19 65. The services that Spehar Capital performed for CMGT are valuable.

20 66. CMGT has refused to pay Spehar Capital for the services that it performed for
21 CMGT.

22 67. CMGT is liable for the full value of the services that Spehar Capital performed for
23 them and the costs that Spehar Capital incurred in performing these services in an amount that
24 Spehar Capital will prove at trial.

25 WHEREFORE, Plaintiff prays judgment against defendants, and each of them, as follows:

26 ON THE FIRST CAUSE OF ACTION

27 1. For a temporary restraining order, and a preliminary and permanent injunction,
28 restraining and enjoining CMGT from breaching the Agreement, and specifically enforcing the

1 Agreement; restraining CMGT from consummating, or taking any further steps toward
2 consummating, the Newco asset-purchase transaction, or any other transaction whose terms do not
3 comply with all terms of the CMGT-Spehar Capital Agreement; requiring CMGT to conform the
4 Newco LOI to the CMGT-Spehar Capital Agreement; and specifically requiring that:

- 5 (a) CMGT require Newco to assume all obligations of the CMGT/Spehar
6 Capital Agreement;
- 7 (b) CMGT reserve funds sufficient to pay all amounts that CMGT owes to
8 Spehar Capital; and
- 9 (c) CMGT reserve Newco stock sufficient to insure that it can provide Spehar
10 Capital with the percentage stock ownership in Newco that the Agreement
11 requires.

12 2. For a constructive trust on the assets of CMGT and Newco, and any assets that
13 CMGT transfers to Newco or CMGT shareholders.

14 3. For damages in an amount to be proved at trial.

15 **ON THE SECOND CAUSE OF ACTION**

16 1. For a temporary restraining order and preliminary injunction to prevent CMGT
17 from depriving Spehar Capital of the benefits of the Agreement; and

18 2. For a constructive trust on the assets of CMGT and Newco, and any assets that
19 CMGT transfers to Newco or CMGT shareholders.

20 3. For damages in an amount to be proved at trial.

21 **ON THE THIRD CAUSE OF ACTION**

22 1. For a constructive trust on the assets of CMGT and Newco, and any assets that
23 CMGT transfers to Newco or CMGT shareholders.

24 2. For damages in an amount to be proved at trial.

25 **ON ALL CAUSES OF ACTION**

26 1. For all costs of suit herein incurred; and

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2. For such other and further relief as the Court may deem just and proper.

DATED: September 9, 2003

Respectfully submitted,

STEVEN A. KLENDIA, LLC

RODI, POLLOCK, PETTKER, GALBRAITH
& CAHILL, A Law Corporation

By: 
KENNETH A. FRANKLIN
Attorneys for Plaintiff, SPEHAR CAPITAL,
LLC, a California limited liability company

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VERIFICATION

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I have read the foregoing **VERIFIED COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF FOR SPECIFIC PERFORMANCE OF A CONTRACT; BREACH OF CONTRACT; AND QUANTUM MERUIT** and know its contents.

I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

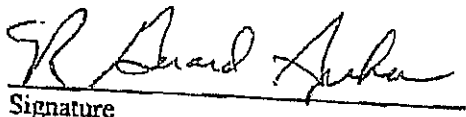
I am the manager of Spehar Capital, LLC, A California limited liability company, a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am one of the attorneys for _____, a party to this action. Such party is absent from the county where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on September 9, 2003, at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

R. GERARD SPEHAR
Type or print name


Signature

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Exhibit 1

CMGT, Inc.®

First In Touch™

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.

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- 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 or have been rendered by Spehar 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 Spehar Capital could provide CMGT useful guidance and/or advice and information.
- b) It is understood that Spehar 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, 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.
- 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 Spehar Capital's engagement will expire upon the occurrence of the earlier of (i) October 1, 2003, or (ii) termination 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.

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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

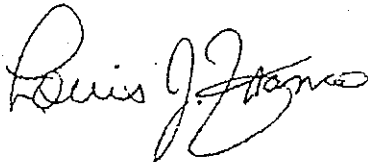
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the performance of services thereunder, except to the extent any such claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies are attributable to the negligence or bad faith of CMGT or its agents.

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: _____

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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 Stafford, EVP & CFO	<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.

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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>Cook Inlet Corp:</i>	Anchorage, Alaska	07/13/2001
	<i>St. George Tanaq: Brett Coburn</i>	Alaska 907-272-9886	07/13/2001
	<i>Artic Slope Regional Corp.: Conrad Bagne</i>	Alaska 907-349-2369	07/13/2001
	<i>The Kuskokwim Corp. Maver Carey</i>	Alaska 907-243-2944	07/13/2001
	<i>Council Tree Communications LLC Steve Hillard</i>	Longmount, CO 303-678-1844	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	502 West King Street Philadelphia, PA 19144 215-849-3048 4385 N. Bacal Loop Beverly Hills, FL 34465 352-746-5655
6.	Consumers Financial Corp. ¹	R. Frederic Zullinger, Sr. VP & CFO	1513 Cedar Cliff Drive Camp Hill, PA 17011 717-730-6306
7.	Kaplan Gottbetter & Levenson LLP Global Emerging Markets (GEM)	<i>KGL:</i> Adam S. Gottbetter, Esq. <i>GEM:</i> Christopher Brown, Director of Global Emerging Markets No. America, Inc.	<i>KGL:</i> 630 Third Ave, 5 th Floor New York, New York 10017 212-983-6900 <i>GEM:</i> 712 5 th Avenue, 7 th Floor New York, New York 10019 212-582-3400
8.	The Abbey Group, Inc.	Edwin Mendlinger, President	106 East 65 th Street New York, New York 10021-6654 212-956-2419
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
10.	Howard Mann ¹	<i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017</i>	310-477-6911

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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	
	213-892-0999			
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 ¹	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</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
	<i>Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i>		
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 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
21. The Equitable Life Assurance Society of the U. S. (an AXA Company) ¹	John Cirircion, General Counsel -- also: Kevin Bymes, 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
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 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i>	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 &</i>	901 Ponce de Leon Blvd., Suite 504 Coral Cables, 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
	<i>Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i>		
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	<i>Bridgestream Partners, LLC William Willard, Managing Member</i> Citadel Associates Daniel Barden, President <i>Tall Mountain, Inc. Pieter Coetzer, President/CEO Hugh O'Donnell, Insurance Imagine Group</i> <i>Referral by Webster Barth, Sr. VP SmartStarters 5400 Carillon Point, 4th Floor Kirkland, WA 98033 425-746-4335</i>	<i>Bridgestream Partners, LLC 1370 Emerald Street San Diego, CA 92109</i> <i>Citadel Associates 850 Santa Hidalgo Solana Beach, CA 92075</i> <i>Tall Mountain, Inc. 390 Bay Street, Suite 2000 Toronto, ON M5H 2Y2 Canada</i>	10-30-2001 11-13-2001 11-13-2001
28. Aon Corporation ¹	Wayne Baliga, President Aon Technical Services, Inc.	Aon Center Chicago, IL 60606 312-701-5000	11-13-2001

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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	
	<i>Referral by Louis J. Franco, 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		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
	Mark McGauley 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 Cheasapeake, 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 Hildaga Solana Beach, CA 92075 858-755-8881	01-30-2002
43. Lyric Capital Investment Corporation ¹	Terry Temescu, Managing Partner Mark Bode, Partner	224 Datura Street, Suite 1211 West Palm Beach, FL 33401	02-05-2002

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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
	Axel Zdarsky, Partner <i>Referred by Louis J. Franco, CMGT, Inc.</i>	561-835-9599	
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	Richard Grinnell <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	Stephen M. Farshat, Associate	3600 IDS Center 80 S. 8 th Street Minneapolis, MN 55402	02-27-2002

Mr. Gerry Spehar
 Letter Agreement Between CMGT and Spehar Capital
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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
	Norwest Equity Partners VII, LLP Itasca LBO Partners VII, LLP	612-215-1600	
50.	Validus Partners a United Health Group Company; United Health Group/United Health Capital	<i>Robert Newkirk, Partner</i> <i>Referral by Stephen M. Farsh, 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>	03-06-2002
51.	Stonhenge Capital Fund Colorado, LLC in association with Rocky Mountain Capital Partners, LLP	<i>Stonhenge Capital Fund, LLC:</i> Thomas Adamek, President Eric Danos, Principal Andrew Aye, Principal <i>Rocky Mountain Capital Partners, LLP:</i> William J. Sullivan, Principal Carolina Barthelson, Analyst	03-07-2002
52.	Red Rock Capital, LLC	<i>Stonhenge Capital Fund LLC:</i> 1125 17 th Street, Suite 2269 Denver, CO 80202 720-956-0235 (cell:303-909-4894) <i>Rocky Mountain Capital Partners, LLP:</i> 1125 17 th Street, Suite 2260 Denver, CO 80202 303-297-1701	
53.	Sequel Venture Partners	Randolph Garner, Principal Rhonda Wallen, Senior Associate	03-07-2002
54.	Wilshire Colorado Ventures, LLC in association with Newtek Capital, Inc. and The Stone Pine Companies	4430 Arapahoe Avenue, Suite 220 Boulder, CO 80303 303-546-0400	03-08-2002
55.	Enhanced Colorado Issuer, LLC	<i>Wilshire Colorado Ventures, LLC and The Stone Pine Companies:</i> Douglas P. Baird, Marketing VP <i>Newtek Capital, Inc.:</i> Shamilla Ruder-Amico, VP Acquisitions <i>The Stone Pine Companies:</i> Paul Bagley, Managing Director	03-11-2002
		<i>Wilshire Colorado Ventures, LLC:</i> 410 17 th St., Suite 400 Denver, CO 80202 303-446-5904 <i>Newtek Capital, Inc.:</i> 100 Quentin Roosevelt Blvd., Suite 408 Garden City, NY 11530 516-390-2253 <i>The Stone Pine Companies:</i> 1530 16 th St., Sugar Bldg., Suite 200, Denver, CO 80202 303-443-5901	
		1355 South Colorado Boulevard, Suite 902 Denver, CO 80222 303-504-5337 303-299-9777 (D. Orlandella cell)	03-12-2002

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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
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
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.	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 Kalnow, 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	225 Sheppard Avenue West Toronto, ON Canada 416-224-5465	04-30-2002

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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>Individual Referral by Glen Davis 510 Maple, Apt. # 613 Burlington, ON L7S 1M5 Canada (Home) 905-681-6106 (Office) 905-831-2440 x29</i>	Albert Behr x 22 Darrell McFeely x 23	
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. Fulkurson, 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

Mr. Gerry Spehar
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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
71. Derek Southerland ¹	<i>Individual Referral by Glen Davis</i> (Home) 905-681-6106 (Office) 905-831-2440 x29	67 Hazelton Avenue Toronto, Ontario M5R 2E3, Canada	07-15-2002
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</i>	C/o Dennis Russel, LawAmerica 818-783-9606	09-18-2002

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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
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 2

PL 02823

CHARLES W. TRAUTNER
(On behalf of "Newco" referenced below)
13331 North 89th Way
Scottsdale, Arizona 85260

July 31, 2003

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

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

Re: Proposal by Newco to acquire Assets of Oldco Corporation

Loc:

This letter outlines the proposal by a corporation, which will be formed by the undersigned Charles W. Trautner and others for purposes of engaging in this proposed transaction ("Newco"), to purchase selected assets of CMGT, Inc. ("Oldco") on the principal terms and conditions set forth in this letter.

Notwithstanding your very hard efforts during the past three years, the fact of the matter is that CMGT, Inc. has been unable to secure the equity funding required for its successful operation and can be expected to fail within the very near future. The proposal outlined herein contemplates that Oldco would, in exchange for the sale to Newco of substantially all of Oldco's assets of value, receive shares in Newco that will constitute a minority position (or, if the majority of Oldco's shareholders so elect, a sum certain of cash). Newco's shares will be unregistered and there can be no assurance that Oldco will ever be able to realize any value in connection with such shares. Neither Newco nor any of its investors will have any involvement with the current stakeholders of Oldco. Any claims that the current stakeholders of Oldco have against Oldco, or against one another, will have to be resolved in the ordinary course by such stakeholders among themselves. Following the transaction proposed hereby, the only assets of Oldco available in respect of such claims would be the consideration it receives from Newco.

The proposal outlined herein is fair under the circumstances and, except where otherwise noted, effectively treats all of Oldco's current stakeholders equally. As you know, the undersigned Charles W. Trautner is a substantial shareholder of Oldco and, if the proposed transaction goes forward, his investment in Oldco, as will the investment by all of the other Oldco stakeholders, be limited to the consideration Oldco receives from Newco.

1. Acquisition. Newco proposes to acquire all of the following assets of Oldco (the Assets): cash, client contracts, accounts receivable, notes receivable, inventories, equipment, trademarks, trade names, service marks, all other intellectual property (including without limitation the Touch Speed software and associated rights), and covenants not to compete. All such assets would be transferred to Newco free and clear of all liens and other encumbrances.

2. Purchase Price.

(a) The consideration that will be paid to Oldco will be, at Oldco's option, *either*

(i) \$500,000 in cash, or

(ii) shares in Newco constituting 20% of Newco's capital stock at closing.

A cash election must be made by August 15, 2003. In the event Oldco elects to receive Newco stock, *then*

(A) Oldco will receive an assurance that Newco's initial capitalization will be at least \$2,500,000.

(B) The Newco shares received by Oldco will constitute a minority stake in Newco, and neither Oldco nor any of its current stakeholders (with the exception of Charles W. Trautner) will have any control whatsoever over Newco.

(C) A commitment will be secured from Newco's investor group agreeing that Oldco's shares of Newco's stock will be subject to tag along and drag along rights and obligations in the event that Newco's investor group sells their own shares in a block transaction or in the event that Newco engages in an IPO. This means that if Newco's investor group sells their shares in a block transaction they will be required to also cause Oldco's shares in Newco to be sold on the same terms as part of the same transaction, and Oldco (and its assigns) will be required to sell all of its shares in that transaction. This also means that if Newco's investor group sells their shares in a block transaction as part of an IPO, Oldco (and its assigns) will also be required to sell all of its shares as part of the same IPO.

3. Assumed Liabilities. Newco would assume none of the liabilities of Oldco other than obligations arising after the closing under purchased client contracts.

4. Certain Conditions Precedent. The proposed transaction will be subject to the following conditions precedent, and only the following conditions precedent (other than definitive documentation), required by Newco:

(a) Louis J. Franco must enter into an employment agreement with Newco. This employment agreement will provide for cash compensation, stock in Newco, and other benefits as will be negotiated to the satisfaction of both Louis J. Franco and Newco.

(b) A transition services agreement must be successfully negotiated by Newco with Rob Crandall and the Toronto staff, as well as with Wong & Knowles, so as to assure that the obligations under the purchased client contracts continue to be serviced during the period of time (which is estimated to be about 90 days) that it will take Newco to get its own operations up and running.

(c) Because of Mayer, Brown, Rowe & Maw's familiarity with Oldco, Newco requires that they document the proposed transaction. Such work will be paid for by

Newco on an hourly basis plus an agreement to also reimburse a certain percentage of legal fees that are currently unpaid, all as agreed to between Mayer, Brown, Rowe & Maw and Newco.

5. Definitive Agreement. Upon the acceptance of this letter by Oldco, Newco and Oldco will promptly negotiate, in good faith, the terms of a definitive agreement (the "Definitive Agreement"). The Definitive Agreement will be in a form customary for transactions of this type and will include, in addition to those matters specifically set forth in this letter, customary representations, warranties, indemnities, covenants and agreements of Oldco and Newco, customary conditions of closing (including without limitation the requirement that at least a majority of the shareholders of Oldco shall have approved the transaction), and other customary matters.

6. Conduct of Business by Oldco. Pending execution of the Definitive Agreement, Oldco (i) will conduct the business of the Assets in the ordinary course and use its best efforts to maintain the business and assets of the Assets, (ii) will not issue or agree to issue any voting preferred stock, any additional shares of common stock or of any other voting security or any rights to acquire any such additional common stock or voting security, and (iii) will not authorize or consummate any dividends or distributions of assets of the Assets to Oldco's shareholders, any consolidation, merger, sale of any assets of the Assets other than in the ordinary course of business or purchase of all or substantially all of the assets of any entity for the Assets, or any other extraordinary corporate transaction.

7. No-Shop Agreement. Other than with the pending prospects listed on Exhibit A hereto, Oldco will not, nor will it permit any of its officers, directors, employees, financial advisers, brokers, stockholders or any person acting on Oldco's behalf, to consider, solicit or negotiate, or cause to be considered, solicited or negotiated on behalf of Oldco or its shareholders, or provide or cause to be provided information to any third party in connection with, any proposal or offer from a third party with respect to the acquisition of the Assets, or all or substantially all of its assets, until the date, if any, that the transactions contemplated by this letter have been terminated or abandoned by the parties in accordance with the terms of this letter.

8. Brokers. Oldco has not retained or used, and will not retain or use, the services of any broker or finder which would result in the imposition of a fee upon the Assets or Newco should the transactions contemplated by this letter be consummated. Newco has not retained or used, and will not retain or use, the services of any broker or finder which would result in the imposition of a fee upon Oldco should the transactions contemplated by this letter be consummated.

9. Expenses. Except as otherwise provided herein, each party would bear its own expenses and costs of the transactions contemplated hereby, including, but not limited to, the fees of attorneys and financial advisors.

10. Confidentiality. Except for the use of such information and documents in connection with the proposed transactions or as otherwise required by law or regulations, each party agrees to keep confidential any information obtained by it from the other party in connection with its investigations or otherwise in connection with these transactions and, if such

transactions are not consummated, to return to the other party any documents and copies thereof received or obtained by it in connection with the proposed transactions.

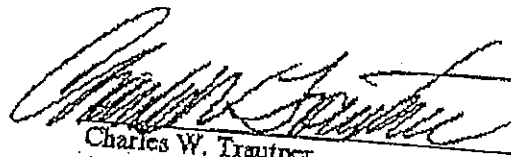
11. Governing Law. This letter of intent and the Definitive Agreement will be governed by Illinois law.

12. Binding Effect; Termination. The parties agree to negotiate in good faith the terms and conditions of the Definitive Agreement until this letter is terminated in accordance with this paragraph. Except for paragraphs 6 through 10 (inclusive), which are intended to be binding, the parties agree that this letter is not intended to be a binding agreement between the parties but merely an expression of their intent with regard to the transactions described herein, and each party covenants never to contend to the contrary. The parties will use their best efforts to consummate the transactions herein contemplated on or prior to September 30, 2003, provided that, in that event a Definitive Agreement with respect to the transactions contemplated herein is not signed on or prior to August 30, 2003, this letter will terminate and (except with respect to paragraphs 6 through 10, inclusive) the parties shall no longer have any rights or obligations with respect to this letter.

13. Severability. If any term, provision, covenant or restriction contained in this letter that is intended to be binding and enforceable is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions contained in this letter shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

If you agree to the foregoing, please return a signed copy of this letter to the undersigned no later than 5:00 p.m. (Scottsdale, Arizona time) on August 1, 2003, after which time this letter will expire if not so accepted.

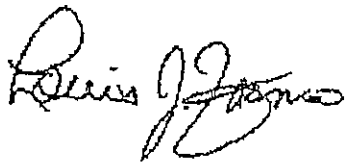
Sincerely yours,



Charles W. Trautner,
(on behalf of the referenced "Newco")

ACCEPTED AND AGREED to
this 1st day of August, 2003:

CMGT, INC.



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

CHDB03 8240176.1 071603 1710C 042

EXHIBIT A

- 1) Mitre & Associates, LLC/Robert Mitre - American & Other Native American Corporations
 - a) Huna Totem Corporation (ANC)
 - b) Bethel Native Corporation (ANC)
 - c) Dayon 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) Paotfe 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)
- 2) Council Tree Communications LLC - working with Madison Dearborn Partners, LLC
 - a) Artic Slope Regional Corporation (ANC)
 - b) Dayon Ltd. (ANC)
 - c) Sealaska Corporation (ANC)
- 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

EXHIBIT 101

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

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

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

5 STEVEN A. KLEND A, LLC
6 STEVEN A. KLEND A, ESQ. (*Pro hac vice* to be filed)
600 Grant St., Suite 300
7 Denver, Colorado 80203
Telephone: (303) 785-7777
8 Facsimile: (303) 861-1777

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

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

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

15 Plaintiff,

16 v.

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

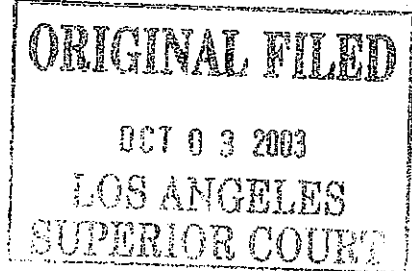
19 Defendants.

CASE NO. EC 037602

~~PROPOSED~~ ORDER GRANTING
PRELIMINARY INJUNCTION AND
CONTINUING TEMPORARY RESTRAINING
ORDER TO ALLOW SERVICE

Date: October 3, 2003
Time: 9:00 a.m.
Dept.: NC"A"

20
21 The Order to Show Cause of Spehar Capital LLC ("Spehar") by which Spehar requested
22 issuance of a Preliminary Injunction preventing the dissipation of the assets of CMGT came on
23 regularly for hearing on October 3, 2003, at 9:00 a.m. in Department NC"A" of the Los Angeles
24 Superior Court, the Honorable David M. Schacter, Judge, presiding. Spehar was represented by
25 Rodi, Pollock, Pettker, Galbraith & Cahill by Andrew W. Bodeau. Spehar's lead counsel, Steven
26 A. Klenda was also present. The Court has read the verified complaint of plaintiff Spehar Capital,
27 LLC ("Spehar") on file herein, Spehar's application for a preliminary injunction, and the
28 accompanying memorandum of points and authorities. The Court accepted the Declarations, and



1 the Supplemental Declaration of Gerry Spehar, and took notice of the various proofs and
2 declarations of services on file with this court, and is sufficiently advised of their premises. The
3 Court has also held a hearing on Spehar's application. Being duly and sufficiently advised, the
4 Court FINDS that:

5 1. CMGT was validly and properly served with Spehar's Verified Complaint,
6 application for a preliminary injunction, memorandum of points and authorities and its
7 declarations on September 16, 2003. In addition, CMGT's President, Lou Franco, also received a
8 copy of these documents via Federal Express on September 19, 2003.

9 CMGT was validly and properly served with this Court's Order to Show Cause re:
10 Preliminary Injunction and Temporary Restraining Order on September 16, 2003. On September
11 23, 2003, CMGT was properly and validly served with a copy of the Order to Show Cause re:
12 Preliminary Injunction and Temporary Restraining Order that had been domesticated in Illinois.

13 2. The Court has jurisdiction over CMGT under Cal. Code Civ. P. 410.10, because
14 CMGT has purposefully availed itself of the benefits and burdens of doing business in California,
15 and CMGT has sufficient minimum contacts with California to satisfy due process. CMGT has
16 directed a steady and numerous stream of business contacts and communications to California
17 during about the past two years. Specifically, CMGT contracted with CMGT in California;
18 deliberately directed numerous daily emails and telephone conversations to Spehar Capital in
19 California during this time; has clients in California with whom who CMGT's President traveled
20 to California to meet at least once; and attempted to raise capital from at least one group of
21 investors who are located in California, the Washoe tribe.

22 3. CMGT did not file any timely opposition to Spehar's application for a preliminary
23 injunction or appear at the hearing on this application.

24 4. Spehar has shown that it is has a strong likelihood of prevailing on the merits of its
25 claims for breach of contract and constructive trust. The likelihood of succeeding on each of these
26 claims independently supports the issuance of a preliminary injunction.

27 5. Sephar will be irreparably harmed if an injunction is not issued. The protective tag-
28 along and exclusivity provisions of Spehar Capital's contract with CMGT will be rendered moot,

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

1 CMGT's assets will be depleted, and Spehar will be left with difficult-to-value claims against
2 CMGT's debt-ridden shell, whose only asset will be a small minority interest in a new, untested
3 and unproven entity.

4 6. CMGT has not shown cause why this Court should not issue a preliminary
5 injunction.

6 THEREFORE, the Court GRANTS Spehar's application and ORDERS that:

7 1. CMGT and its officers, agents, servants, employees, representatives, and all
8 persons acting in concert or participating with them, ARE ENJOINED AND RESTRAINED
9 during the pendency of this action from engaging in, committing, or performing, directly or
10 indirectly, any and all of the following acts:

- 11 (a) proceeding with the asset sale transaction between CMGT and Newco;
12 (b) proceeding with an asset purchase or any other financing arrangement of
13 any type between CMGT and any other person or entity;
14 (c) consummating, or taking any further steps toward consummating, the asset-
15 purchase transaction or any other financing transaction between CMGT and Newco, or any other
16 transaction of any type by CMGT whose terms do not expressly acknowledge, incorporate and
17 comply with all terms of the CMGT-Spehar agreement, including, but not limited to, the
18 agreement's exclusivity provisions;
19 (d) selling, transferring, pledging or encumbering any of CMGT's assets or
20 property, other than in the ordinary course of its business; and
21 (e) licensing any of CMGT's software.

22 2. The Court's September 12, 2003, temporary restraining order shall remain in full
23 force and effect through midnight on OCT 7, 2003, to allow Spehar to post a bond in the
24 amount below and serve CMGT with this order.

25 3. Spehar shall post a bond of \$ 25,000⁰⁰ within 5 days of this order.

26 LET THE ABOVE ORDER ISSUE.

27 Dated: October 3, 2003

28 DAVID M. SCHACTER, JUDGE
Judge, Los Angeles County Superior Court

EXHIBIT 102

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

Robert Carroll

From: Louman01@aol.com
Sent: Tuesday, October 14, 2003 7:26 PM
To: Given, Ronald B.
Subject: Cc Spehar Bond Filed
Attachments: TRO_BondFiled.pdf

Ron:

Here's a copy of the Spehar Capital \$25K surety bond filed with the CA Sec. of State which I received via certified mail today.

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

=====
NOTICE: This E-mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and is legally privileged. This information is confidential information and is intended only for the use of the individual or entity named above. If you have received this E-mail and are not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this E-mail by mistake, please notify us immediately by replying to the message and deleting it and attachment(s), if any, from your computer. Thank you for your cooperation.

CMGT, Inc. Management
=====



INCORPORATING SECTION
P.O. Box 898
FRANCHISE TAX SECTION
P.O. Box 7040
UNIFORM COMMERCIAL CODE
P.O. Box 793
DOVER, DELAWARE 19903

STATE OF DELAWARE
DEPARTMENT OF STATE
HARRIET SMITH WINDSOR
SECRETARY OF STATE
DIVISION OF CORPORATIONS
JOHN G. TOWNSEND BUILDING
401 FEDERAL STREET, SUITE 4
DOVER, DELAWARE 19901

DIVISION OF CORPORATIONS
GENERAL INFORMATION
(302) 739-3073
NAME RESERVATION
(900) 420-8042
CORPORATION STATUS
(900) 555-2677

OCTOBER 8, 2003

EC 037602
1189

CMGT, INC.
c/o MR. LOUIS J. FRANCO JR.
2S647 WHITE BIRCH LANE
WHEATON, IL 60187

Dear Sir/Madam:

We are enclosing copies of SUMMONS AND COMPLAINT served on HARRIET SMITH WINDSOR, Secretary of State of the State of Delaware, in the matter of SPEHAR CAPITAL, LLC v. CMGT, INC..

You are hereby notified that such service of process was made on the Secretary of State pursuant to 8 Del. C. § 321 b.

Do not return these documents to the Secretary of State. Please contact the Plaintiff or the Plaintiff's Attorney as stated on the attached copies with any questions regarding this matter. All correspondence should be sent to the Plaintiff or the Plaintiff's Attorney.

Sincerely,

Veronica Pletsch
Acting Corporations Administrator

VMP/djs, jrf, skm
Enc.

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

AMERICAN CONTRACTORS INDEMNITY COMPANY

In The SUPERIOR Court
County of LOS ANGELES
State of California

1189

RECEIVED
& FILED

OCT 07 2003
3:00
Secretary of State

Spehar Capital, LLC.,
a California limited liability company,

Plaintiff,

vs.

Case No. EC 037602

CMGT, Inc., a Delaware corporation;
and Does 1 through 100, inclusive,

Defendants.

UNDERTAKING UNDER
SECTION 529 C.C.P.

All papers and notices may be served at
American Contractors Indemnity Company
9841 Airport Blvd., 9th Floor Los Angeles, CA 90045

WHEREAS, the above named _____ Plaintiff _____, as Principal
desires to give an undertaking for _____ Preliminary Injunction _____ as
provided by Section 529 C.C.P.

NOW, THEREFORE, the Surety, does hereby obligate itself, jointly and severally, to *****
*****The above named Defendants*****
under said statutory obligations in the sum of Twenty five thousand and no/100*****
***** Dollars (\$ 25,000.00)

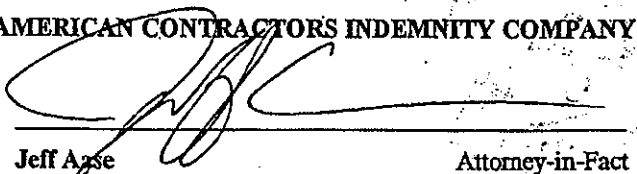
IN WITNESS WHEREOF, The corporate seal and name of the said Surety Company is hereto affixed and attested by Jeff Aase
who declares under penalty of perjury that he is its duly authorized Attorney-in-Fact acting under an unrevoked power of attorney
on file with the Clerk of the County in which above entitled Court is located.

Executed at Los Angeles, California on October 3, 2003

Bond No. 414297

The premium charge for this bond
is \$ 500.00 per annum.

AMERICAN CONTRACTORS INDEMNITY COMPANY


Jeff Aase Attorney-in-Fact

CIVIL BOND