

CASE NO. 06cv5486

ATTACHMENT NO. 4

EXHIBIT 3 Motion to 4 (Motion

TAB (DESCRIPTION) _____

Spehar Motion to Alter or Amend

EXHIBIT 3

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

ATTEST APR 09 2010, 20

John A. Clarke, Executive Officer / Clerk
of the Superior Court of California, County
of Los Angeles

BY: [Signature], Deputy



N. LE

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 10/03/03

DEPT. A

HONORABLE Schacter, David M.

JUDGE J. Lipp

DEPUTY CLERK

HONORABLE
15

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

R. Cruz, Crt Asst

Deputy Sheriff

J. Soto

Reporter

9:00 am

EC037602

Plaintiff

Counsel

SPEHAR CAPITAL, LLC

A. Bodeau (x)

Defendant

VS

Counsel

CMGT, INC.

S. Klenda (x)

NATURE OF PROCEEDINGS:

ORDER TO SHOW CAUSE RE PRELIMINARY INJUNCTION AND
TEMPORARY RESTRAINING ORDER

Tentative Ruling: GRANTED

The Court finds that Plaintiff has a likelihood of success based on the evidence that Plaintiff may be entitled to a fee for introducing the Defendant to the party involved in the deal with Defendant. In addition, the Court finds that Plaintiff will suffer irreparable harm if the deal is consummated because Plaintiff will not be able to recover any damages.

The Preliminary Injunction will be issued on filing of an undertaking of \$25,000.00, pursuant to CCP section 529.

Matter is called for hearing. Tentative ruling becomes the order of the Court. Order is signed this date.

MINUTES ENTERED 10/03/03 COUNTY CLERK

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

ATTEST APR 09 2010, 2010

John A. Clarke, Executive Officer / Clerk
of the Superior Court of California, County
of Los Angeles.

BY: [Signature], Deputy

NYE



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

6 STEVEN A. KLEND A, LLC
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
10

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

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

15 Plaintiff,

16 v.

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

19 Defendants.
20

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"

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

FILED
LOS ANGELES SUPERIOR COURT

OCT 03 2003

JOHN A. CLARKE, CLERK

Jeff W. Lipp
BY JEFF W. LIPP, DEPUTY

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
ALAW CORPORATION
444 SOUTH FLOWER STREET, SUITE 1700
LOS ANGELES, CALIFORNIA 90071-2901
TELEPHONE: (213) 695-4900

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 9, 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 Judge, Los Angeles County Superior Court

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

ATTEST APR 09 2010, 20

John A. Clarke, Executive Officer / Clerk
of the Superior Court of California, County
of Los Angeles.

BY: *[Signature]*, Deputy

N. LE



AMERICAN CONTRACTORS INDEMNITY COMPANY

In The SUPERIOR Court
County of LOS ANGELES
State of California

FILED
LOS ANGELES SUPERIOR COURT
OCT - 7 2003
JOHN A. CLARKE, CLERK
BY ROSALIE I. CRUZ, DEPUTY

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)

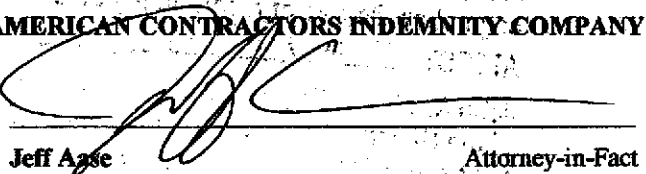
IN WITNESS WHEREOF, The corporate seal and name of the said Surety Company is hereto affixed and attested by Jeff Aase
who declares under penalty of perjury that he is its duly authorized Attorney-in-Fact acting under an unrevoked power of attorney
on file with the Clerk of the County in which above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

Spehar Motion to Alter or Amend

EXHIBIT 4

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

ATTEST APR 09 2010, 20

John A. Clarke, Executive Officer / Clerk
of the Superior Court of California, County
of Los Angeles.

BY: *[Signature]*, Deputy
N. LE



SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 02/26/04

DEPT. NC A

HONORABLE DAVID M. SCHACTER

JUDGE J. LIPP

DEPUTY CLERK

HONORABLE
5

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

R. CRUZ

Deputy Sheriff

J. SOTO

Reporter

8:30 am

EC037602

Plaintiff

Counsel S. Klenda(x)

SPEHAR CAPITAL, LLC

Defendant

VS

Counsel

CMGT, INC.

NATURE OF PROCEEDINGS:

Default Prove Up Hearing

Matter is called for hearing.

Gerry Spehar is sworn and testifies.

The following exhibits are admitted in evidence:
 1 (agreement), 2 (damages summary), 3 (legal expenses),
 4 (invoices), 5 (cash fee), 6 (consulting fee), 7 (CMGT
 projections), 8 (stock compensation), 9 (CMGT market
 value), 10 (CMGT IPO value), 11 (market multiple),
 12 (value of fee), 13 (banking fee), 14 (venture capital
 returns), 15 (investing in venture capital).

Judgment is granted in favor of Plaintiff, Spehar
 Capital, LLC, and against Defendant CMGT, INC, as
 indicated in the official notes of the certified
 court reporter.

Counsel is instructed to prepare and submit a judgment
 in accordance with the Court's ruling.

A non-appearance case review is set for June 22, 2004,
 to ensure the judgment is entered.



MINUTES ENTERED 02/26/04 COUNTY CLERK

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

ATTEST APR 09 2010, 20

John A. Clarke, Executive Officer / Clerk
of the Superior Court of California, County
of Los Angeles.

BY: *[Signature]*, Deputy
N. LE



1 RODI, POLLOCK, PETTKER, GALBRAITH
2 & CAHILL, A Law Corporation
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8 Facsimile: (213) 895-4921

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

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

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 FOR THE COUNTY OF LOS ANGELES
19 (NORTH CENTRAL DISTRICT -- BURBANK)

20 SPEHAR CAPITAL, LLC, a California
21 limited liability company,
22 Plaintiff,
23 v.
24 CMGT, INC., a Delaware corporation, and
25 DOES 1 through 100, inclusive,
26 Defendants.

CASE NO. EC 037602

**JUDGMENT AND PERMANENT INJUNCTION
AGAINST CMGT, INC.**

Dept.: NC"A"

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

FILED
LOS ANGELES SUPERIOR COURT
MAR 18 2004
JOHN A. CLARKE, CLERK
Jeff W. Lipp
BY JEFF W. LIPP, DEPUTY

"F.O."
PMP

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

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

8 a. Spehar Capital contracted with CMGT in California.

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

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

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

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

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

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

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

26 a. Legal Expenses 58,863.00

27 b. Cash Success Fee 150,000.00

28 c. Management Consulting Fee 100,000.00

1	d.	Stock Compensation	11,253,627.00
2	e.	<u>Investment Banking Rights</u>	<u>5,483,290.00</u>
3		Total	17,045,780.00

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

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

11 THEREFORE, the Court:

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

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

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

24 (a) proceeding with the asset sale transaction between CMGT and Newco;

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

28

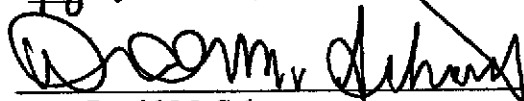
1 (c) consummating or taking any further steps toward consummating, the asset purchase
2 transaction or any other financing, capital-raising, purchase, sale or other transaction between
3 CMGT and Newco, or any other transaction of any type by CMGT whose terms do not expressly
4 acknowledge, incorporate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

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

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

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

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

17 

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

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 Spehar
 Letter Agreement Between CMGT and Spehar Capital
 September 30, 2002
 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 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) 

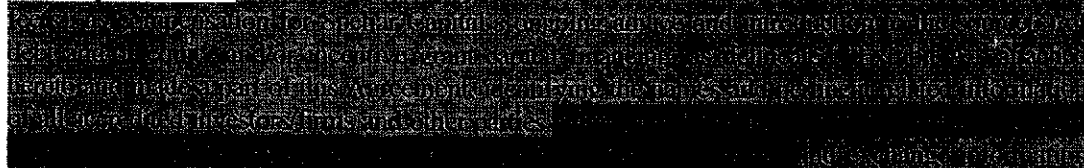
TERM OF AGREEMENT:

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.

Mr. Gerry Spehar
Letter Agreement Between CMGT and Spehar Capital
September 30, 2002
Page 3

COMPENSATION:

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



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

Mr. Gerry Spehar
 Letter Agreement Between CMGT and Spehar Capital
 September 30, 2002
 Page 4

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:

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	<u>\$ 10,000.00</u>
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

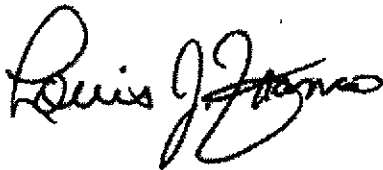
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the performance of services thereunder, except to the extent any such claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies are attributable to the negligence or bad faith of CMGT or its agents.

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

The following list of all accredited individual investors, firms and other parties introduced to CMGT by Spehar Capital (hereinafter referred to as "Registration") is intended to identify all accredited investors/firms and other parties introduced to CMGT by Spehar Capital 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 referenced in discussions and materials to 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>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
	<p><i>Cook Inlet Corp:</i></p> <p><i>St. George Tanaq:</i> <i>Brett Coburn</i></p> <p><i>Artic Slope Regional Corp.:</i> <i>Conrad Bagne</i></p> <p><i>The Kuskokwim Corp.</i> <i>Maver Carey</i></p> <p><i>Council Tree Communications LLC</i> <i>Steve Hillard</i></p>	<p>Anchorage, Alaska</p> <p>Alaska 907-272-9886</p> <p>Alaska 907-349-2369</p> <p>Alaska 907-243-2944</p> <p>Longmount, CO 303-678-1844</p>	<p>07/13/2001</p> <p>07/13/2001</p> <p>07/13/2001</p> <p>07/13/2001</p> <p>07/13/2001</p>
5.	<p>Herbert Bailey as an individual and/or d/b/a Bay Cove Financial and/or Explorer Holdings</p> <p>Herbert Bailey, Principal</p> <p>Gregg Webster, Consultant</p>	<p>502 West King Street Philadelphia, PA 19144 215-849-3048</p> <p>4385 N. Bacal Loop Beverly Hills, FL 34465 352-746-5655</p>	07-17-2001
6.	Consumers Financial Corp. ¹	<p>R. Frederic Zullinger, Sr. VP & CFO</p> <p>1513 Cedar Cliff Drive Camp Hill, PA 17011 717-730-6306</p>	09-12-2001
7.	<p>Kaplan Gottbetter & Levenson LLP</p> <p>Global Emerging Markets (GEM)</p>	<p><i>KGL:</i> Adam S. Gottbetter, Esq.</p> <p><i>KGL:</i> 630 Third Ave, 5th Floor New York, New York 10017 212-983-6900</p> <p><i>GEM:</i> Christopher Brown, Director of Global Emerging Markets No. America, Inc.</p> <p><i>GEM:</i> 712 5th Avenue, 7th Floor New York, New York 10019 212-582-3400</p>	<p><i>KGL:</i> 09-24-2001</p> <p><i>GEM:</i> 09-27-2001</p>
8.	The Abbey Group, Inc.	<p>Edwin Mendlinger, President</p> <p>106 East 65th Street New York, New York 10021-6654 212-956-2419</p>	09-21-2001
9.	Norman Goldberg ¹	<p><i>Individual Referral by Michael Newman, Esq., Daar & Newman</i> <i>865 S. Figueroa Street, 23rd Floor</i> <i>Los Angeles, CA 90017</i> <i>213-892-0999</i></p> <p>516-542-4103</p>	09-24-2001
10.	Howard Mann ¹	<p><i>Individual Referral by Michael Newman, Esq., Daar & Newman</i> <i>865 S. Figueroa Street, 23rd Floor</i> <i>Los Angeles, CA 90017</i></p> <p>310-477-6911</p>	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
		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
	<p><i>Newman</i> 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</p>		
25. Argonaut Group ¹	<p>Mark Watson, President & CEO</p> <p>Referred by Ron Given</p>	<p>10101 Reunion Place, Suite 800 San Antonio, TX 78216 210-321-8585</p>	10/08/2001
26. Terry Neal, Bruce Greene, Joe McDonald & Mary Martin, John Lass, as respective individuals ¹	<p>Terry Neal as an individual</p> <p>Bruce Greene as an individual</p> <p>Joe McDonald & Mary Martin</p> <p>John Lass</p> <p><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></p>	<p>Terry Neal, 503-647-7730</p> <p>Bruce Green, 847-918-5151</p> <p>Joe McDonald & Mary Martin 516-431-0244</p> <p>John Lass 206-216-0155</p>	10/31/2001
27. Bridgestream Partners, LLC, in association with Citadel Associates, Inc. and Tall Mountain, Inc. ¹	<p><i>Bridgestream Partners, LLC</i> William Willard, Managing Member</p> <p>Citadel Associates Daniel Barden, President</p> <p><i>Tall Mountain, Inc.</i> Pieter Coetzer, President/CEO Hugh O'Donnell, Insurance Imagine Group</p> <p><i>Referral by Webster Barth, Sr. VP SmartStarters</i> 5400 Carillon Point, 4th Floor Kirkland, WA 98033 425-746-4335</p>	<p><i>Bridgestream Partners, LLC</i> 1370 Emerald Street San Diego, CA 92109</p> <p><i>Citadel Associates</i> 850 Santa Hidalgo Solana Beach, CA 92075</p> <p><i>Tall Mountain, Inc.</i> 390 Bay Street, Suite 2000 Toronto, ON M5H 2Y2 Canada</p>	<p>10-30-2001</p> <p>11-13-2001</p> <p>11-13-2001</p>
28. Aon Corporation ¹	<p>Wayne Baliga, President Aon Technical Services, Inc.</p>	<p>Aon Center Chicago, IL 60606 312-701-5000</p>	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 Saplizo 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 	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 	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 	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. Farsht, Associate	3600 IDS Center 80 S. 8 th Street Minneapolis, MN 55402	02-27-2002

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	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>	MN008-E200 9900 Bren Road East Minnetonka, MN 55440-1459 952-936-6800	03-06-2002
51.	Stonhenge Capital Fund Colorado, LLC in association with Rocky Mountain Capital Partners, LLP <i>Stonhenge Capital Fund, LLC.: Thomas Adamek, President Eric Danos, Principal Andrew Aye, Principal</i> <i>Rocky Mountain Capital Partners, LLP: William J. Sullivan, Principal Carolina Barthelson, Analyst</i>	<i>Stonhenge Capital Fund LLC.: 1125 17th Street, Suite 2269 Denver, CO 80202 720-956-0235 (cell: 303-909-4894)</i> <i>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</i> <i>Newtek Capital, Inc.: Shamilla Ruder-Arnico, VP Acquisitions</i> <i>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</i> <i>Newtek Capital, Inc.: 100 Quentin Roosevelt Blvd., Suite 408 Garden City, NY 11530 516-390-2253</i> <i>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

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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. 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 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
 Letter Agreement Between CMGT and Spehar Capital
 September 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
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
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

Mr. Gerry Spehar
 Letter Agreement Between CMGT and Spehar Capital
 September 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>Ventura Blvd., Suite 902, Encino, CA 91436 818-783-9606</i>		
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: Damages Summary

▪ Legal Expenses	\$ 58,863
▪ Cash Success Fee	\$ 150,000
▪ Management Consulting Fee	\$ 100,000
▪ Stock Compensation	\$11,253,627
▪ Investment Banking Rights	<u>\$ 5,483,290</u>
▪ Total	\$17,045,780

Exhibit 3: Legal Expenses

▪ Steven A. Klenda, LLC	\$ 40,218
▪ Rodi Pollock	\$ 15,405
▪ DeFrees & Fiske	\$ 2,227
▪ Bond Services of CA	\$ 513
▪ Miscellaneous	\$ <u>500</u>
▪ Total	\$ 58,863

▪ Spehar Agreement, p. 5: 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.

600 GRANT ST., SUITE 300
DENVER, CO 80203

STEVEN A. KLEDA, LLC

(303) 785-7777
FAX: (303) 861-1777

September 18, 2003

BILLING STATEMENT

Steven A. Kleda, LLC
600 Grant Street, Suite 300
Denver, Colorado 80203

*pd 9/25/03
SC CK # 1007*

Gerry Spehar
Spehar Capital, LLC
1625 Grandview Avenue
Glendale CA 91201

In Reference To: General
Invoice # 10004

FOR PROFESSIONAL SERVICES RENDERED

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
8/12/03	SAK	Telephone conference with G. Spehar regarding CMGT contract dispute. Disclose billing rate, retainer and discuss potential engagement. Follow-up regarding same.	0.40	No Charge
8/13/03	SAK	Review and assess CMGT Spehar contract and related client documents. Telephone conference with G. Spehar regarding Spehar Capital contract with CMGT and issues regarding Trautner/Newco deal, representation and assessment and action plan.	1.10	247.50
8/15/03	SAK	Telephone conference with G. Spehar regarding CMGT contract dispute/NEWCO deal progress. Follow-up regarding same.	0.70	157.50
8/16/03	SAK	Telephone conference with G. Spehar regarding relationship with CMGT, CMGT/Newco deal status and Spehar/CMGT/Lou Franco contract/relationship, implications of breach/deal closing and representation of Spehar Capital, LLC. Advise G. Spehar regarding actions necessary to prevent Newco closing and potential/practical consequences of same for pending deals and Spehar/CMGT relationship. Review G. Spehar email and CMGT letter to shareholders.	0.40	90.00

Gerry Spehar
General

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<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
8/17/03	SAK	Telephone conference with G. Spehar regarding content, tactics and strategy for call with R. Givens/Lou Franco. Review and assess G. Spehar email regarding notice Trautner/Newco of Spehar Capital claims. Discuss and assess likelihood of other funding/deals coming through v. risk of Newco deal completion.	1.20	270.00
8/18/03	SAK	Review status/notes. Exchange emails and telephone conference with G. Spehar regarding omit evidentiary disclaimer from conversation and R. Givens request for "confidential" conversation with G. Spehar (excluding Lou Franco). Research CA, IL choice of law rules and consider alternative jurisdictional claims, e.g. Del.	1.60	360.00
8/19/03	SAK	Review and assess proposed notice to Chuck Trautner. Multiple telephone conversations with G. Spehar regarding same.	0.70	157.50
8/20/03	SAK	Review emails regarding proposed revisions to Trautner/Newco notice/letter and confer with G. Spehar regarding same. Review email regarding Lou Franco agreement with potential funding.	0.50	112.50
8/21/03	SAK	Review and assess multiple emails from G. Spehar regarding revisions to L. Franco letter and MOIC/NDA deal status and affect of suit against CMGT on MOIC deal. Discuss related issues with G. Spehar.	0.90	202.50
8/23/03	SAK	Review and assess G. Spehar emails regarding CIRI/MOIC NDA, CMGT background information and Trautner phone calls/Ex. A listings. Telephone conference with G. Spehar regarding same.	0.80	180.00
8/24/03	SAK	Review and assess transcript of 8/15 Lou Franco/G. Spehar call. Multiple phone calls with G. Spehar to discuss these and related issues. Review documents and draft Complaint.	3.60	810.00
8/25/03	SAK	Revise complaint. Review and assess G. Spehar emails regarding CIRI/MOIC NDA & MOIC agreement. Discuss same with G. Spehar. Research legal and practical issues regarding California jurisdiction. Review California long-arm statute and cases. Discuss CMGT contacts with and business interests in California with G. Spehar. Request recommendations for local counsel from D. Tisdale and review forwarded materials. Review G. Spehar revisions to draft complaint. Telephone conference with Dean Rollis regarding local counsel duties.	6.40	1,440.00
8/26/03	SAK	Research headnotes and selected cases regarding California preliminary injunction standards, applicable statute and rules, specific performance requirements, cases and California constructive trust requirements, whether California treats as remedy or cause of action. Multiple phone calls with G. Spehar. Telephone conference with D. Rollis, local counsel.	3.10	697.50
8/27/03	SAK	Telephone conferences with G. Spehar regarding local counsel issues, status of Washoe/other deals and Trautner/Newco deal, exposure to early Newco closing v. risk of prematurely eliminating possibility of other funding sources/creating adverse relationship with CMGT - decide which set of risks to accept. Telephone conference with D. Ringelman to investigate and	3.70	832.50

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
		address client's deal-closing question. Review G. Spehar revisions to complaint. Revise complaint and forward to K. Franklin. Outline and begin drafting memorandum in support of temporary restraining order.		
8/28/03	SAK	Telephone conference with K. Franklin regarding retention.	0.10	22.50
8/29/03	SAK	Telephone conference with G. Spehar regarding Washoe & Pincus deal status and confirm stand-down status of TRO/final complaint. Review revised complaint.	0.50	112.50
8/30/03	SAK	Telephone conference with G. Spehar regarding notice of CMGT-Spehar contract exclusivity triggers to CMGT/Givens. Review and assess draft. Telephone conference with G. Spehar regarding same. Review and assess local counsel retention letter.	0.50	112.50
	SAK	Review research. Revise outline of memorandum in support of preliminary injunction.	0.80	180.00
9/1/03	SAK	Telephone conference with G. Spehar and follow-up regarding same.	0.50	112.50
9/4/03	SAK	Telephone conference with G. Spehar regarding Washoe deal and participation in upcoming call with Washoe and R. Given.	0.20	45.00
9/5/03	SAK	Review and assess G. Spehar emails regarding Washoe call and permission to distribute LOI draft. Telephone conference with G. Spehar regarding Washoe call.	0.30	67.50
9/6/03	SAK	Telephone conference with G. Spehar regarding filing timing. Review documents and research. Begin drafting argument section of memorandum in support of preliminary injunction, temporary restraining order.	3.50	787.50
9/7/03	SAK	Revise, complete draft argument section of memorandum in support of preliminary injunction.	1.70	382.50
9/8/03	SAK	Revise complaint. Complete draft memorandum in support of preliminary injunction. Telephone conference with G. Spehar and K. Franklin regarding memorandum, hearing and ex parte notice issues and draft argument section. Review exhibits. Begin drafting G. Spehar declaration.	10.80	2,430.00
9/9/03	SAK	Revise and complete draft declaration. Incorporate declaration citations into memorandum in support of preliminary injunction. Multiple phone calls with G. Spehar and K. Franklin regarding revisions to pleadings, exhibits and notice issue. Exchange multiple emails with K. Franklin regarding pleadings, exhibits and related issues. Review application for TRO, preliminary injunction and order to show cause. Review remaining exhibits and forward to local counsel. Telephone conference with K. Franklin regarding suggested revisions to memorandum and brief G. Spehar on same. Review structure, content and persuasiveness of memorandum.	10.30	2,317.50

Gerry Spehar
General

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
9/10/03	SAK	Revise TRO memorandum to emphasize equities and delete weak arguments. Multiple phone calls with G. Spehar regarding revisions to TRO memorandum, complaint and declaration. Review same and forward to K. Franklin. Confer with K. Franklin regarding revisions, hearing and authorization of suggested deletion of good faith section to contract breach argument. Locate reliable Chicago process server and forward contact information to K. Franklin. Telephone conferences with G. Spehar and K. Franklin regarding TRO denied because of improper notice, will renotice and try again on Friday.	4.70	1,057.50
9/12/03	SAK	Locate reliable Delaware process server. Telephone conference with same and forward contact information to K. Franklin. Review filed version of TRO memorandum received from K. Franklin. Telephone conference with G. Spehar regarding results of TRO hearing.	0.30	67.50
9/14/03	SAK	Research and review annotations for IL Uniform Enforcement of Foreign Judgments Act.	1.20	270.00
TOTAL HOURS/AMOUNT			60.50	\$13,522.50
9/18/03 Payment from account				(\$2,000.00)
Total payments and adjustments				(\$2,000.00)
BALANCE DUE				\$11,522.50

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Steven A. Klenda	60.10	225.00	\$13,522.50
Previous balance of Trust			\$0.00
9/1/03 Payment to account			\$2,000.00
9/18/03 Payment from account			(\$2,000.00)
New balance of Trust			\$0.00

600 Grant Street, Suite 300
Denver, CO 80203

STEVEN A. KLEND, LLC

(303) 514-3179
Fax (303) 861-1777

February 24, 2004

BILLING STATEMENT

Steven A. Klenda, LLC
600 Grant Street, Suite 300
Denver, Colorado 80203

Gerry Spehar
Spehar Capital, LLC
1625 Grandview Avenue
Glendale, CA 91201

In Reference To: General
Invoice # 10018

FOR PROFESSIONAL SERVICES RENDERED

<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
11/9/03	SAK	Review research memorandum regarding potential claims v. R. Given to address remaining following conference call on same.	0.40	90.00
11/18/03	SAK	Review G. Spehar damage calculations and discuss with G. Spehar.	0.30	67.50
11/20/03	SAK	Review G. Spehar declaration, memorandum of points and authorities in support of preliminary injunction, R. Given claims memorandum, letter agreement, G. Spehar resume and related documents and pleadings. Draft amended complaint, G. Spehar declaration and exhibits to support damage amounts. Review status and exchange e-mail with K. Franklin regarding amending complaint.	4.30	967.50
11/21/03	SAK	Review prior research regarding California recognition of and elements of tortious breach of contract and incorporate into draft amended complaint. Finalize amended complaint with G. Spehar declaration and exhibits. Transmit to and discuss with G. Spehar and K. Franklin. Respond to K. Franklin e-mail regarding tortious breach allegations. Review and respond to G. Spehar e-mail regarding modifying preliminary injunction, including	2.80	630.00

Gerry Spehar
General

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<u>Date</u>	<u>Atty</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
		CMGT in MOIC deal and default judgment. Telephone conference with G. Spehar.		
11/22/03	SAK	Telephone conference with G. Spehar.	0.10	22.50
11/23/03	SAK	Review changes to draft first amended complaint from K. Franklin. Telephone conference with G. Spehar and follow-up regarding same.	1.70	382.50
12/5/03	SAK	Telephone conferences with K. Franklin.	0.30	67.50
12/15/03	SAK	Review G. Spehar inquiry regarding jurisdictional question regarding Chicago travel for MOIC deal and e-mail regarding same. Review and respond to G. Spehar e-mail regarding draft agreement with MOIC partners. Review K. Franklin e-mail regarding amended complaint/default.	0.20	45.00
1/6/04	SAK	Telephone conference with K. Franklin and e-mail G. Spehar regarding default status.	0.20	45.00
1/7/04	SAK	Telephone conference with G. Spehar regarding status and developments.	0.10	22.50
1/8/04	SAK	Telephone conference with K. Franklin regarding entry of default and follow-up e-mails to K. Franklin and G. Spehar regarding same.	0.30	67.50
1/14/04	SAK	Telephone conference with K. Franklin regarding default judgment hearing and follow-up regarding same.	0.20	45.00
1/15/04	SAK	Review, assess and suggest revisions to draft contract. E-mail same to G. Spehar.	1.60	360.00
1/21/04	SAK	Review and respond to G. Spehar e-mail regarding default status/delay and CMGT bankruptcy. E-mail to K. Franklin regarding default status.	0.20	45.00
1/22/04	SAK	Telephone conference with with K. Franklin regarding default judgment procedure, standards.	0.20	45.00
	SAK	Telephone conference with G. Spehar regarding status and default prove-up.	0.20	45.00
1/27/04	SAK	Telephone conference with K. Franklin regarding California local default judgment procedures. Review transmission of same.	0.40	90.00
2/2/04	SAK	Telephone conference with G. Spehar regarding default judgment damages prove-up and follow-up regarding same.	0.30	67.50
2/14/04	SAK	Review and assess G. Spehar revisions to draft contract.	0.80	180.00
TOTAL HOURS/AMOUNT			14.60	\$3,285.00
Previous Balance				\$18,410.73

Gerry Spahar
General

Page 3

Amount

BALANCE DUE

\$21,695.73

Timekeeper Summary

Name
Steven A. Klenda

Hours	Rate	Amount
14.60	225.00	\$3,285.00

Current	30 Days	60 Days	90 Days	120+ Days
\$3,285.00	\$0.00	\$0.00	\$18,410.73	\$0.00

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

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

Spehar Capital, LLC
1625 Grandview Avenue
Glendale, CA 91201
Att: Mr. Gerry Spehar

Invoice Number: 22085
Matter Number: 05945-30001
Invoice Date: NOVEMBER 18, 2003

FOR PROFESSIONAL SERVICES RENDERED through October 31, 2003 as follows:

SPEHAR CAPITAL, LLC V. CMGT, INC.

TRUST ACCOUNT SUMMARY

TRUST BALANCE FROM PREVIOUS STATEMENT		\$0.00
DEPOSIT(S):		
09/11/03 Retainer	\$5,000.00	
PLUS TOTAL DEPOSITS		\$5,000.00
DISBURSEMENT(S):		
LESS TOTAL DISBURSEMENTS		<u>\$0.00</u>
CURRENT TRUST BALANCE		\$5,000.00

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

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

Invoice Number: 22085
Matter Number: 05945-30001
Invoice Date: NOVEMBER 18, 2003

Spehar Capital, LLC
1625 Grandview Avenue
Glendale, CA 91201
Att: Mr. Gerry Spehar

Tax ID: 95-2765400
Attorney: Andrew W. Bodeau

PLEASE RETURN WITH REMITTANCE
DUE UPON RECEIPT

FOR PROFESSIONAL SERVICES RENDERED through October 31, 2003 as follows:

SPEHAR CAPITAL, LLC V. CMGT, INC.

TOTAL FEES	\$12,425.00
DISBURSEMENTS	<u>\$2,092.41</u>
TOTAL FEES & DISBURSEMENTS	\$14,517.41
Trust retainer to be applied	(\$5,000.00)
TOTAL INVOICE AMOUNT DUE	\$9,517.41
TOTAL AMOUNT DUE	<u>\$9,517.41</u>
Less Fee Adjustment	(\$2,400.00)
BALANCE DUE	<u>\$7,117.41</u>

Spehar Capital, LLC
 Invoice Number: 22085
 Invoice Date: NOVEMBER 18, 2003
 Page 4

FOR PREVIOUSLY UNBILLED PROFESSIONAL SERVICES RENDERED through October 31, 2003 as follows:

SPEHAR CAPITAL, LLC V. CMGT, INC.

DATE	NAME	TIME	RATE	AMOUNT	SERVICES
8/26/03	KAF	1.10	250.00	275.00	Review issues conference with client and Klenda, research regarding options.
8/27/03	KAF	5.00	250.00	1,250.00	Review documents-- Agreement and letter, review complaint and research regarding same, Research regarding options including TRO/ Preliminary injunction and Prejudgment possession.
8/28/03	KAF	1.10	250.00	275.00	Revise complaint.
8/28/03	KKF	0.70	125.00	87.50	Check citations made in complaint and confer with Mr. Franklin regarding same.
9/2/03	AWB	0.40	0.00	NO CHARGE	Exchange e-mail with Klenda.
9/8/03	KAF	2.00	250.00	500.00	Conference with co-counsel and draft/ review ex parte application.
9/9/03	KAF	5.50	250.00	1,375.00	Conference with client and Conference with co-counsel, review and revise complaint. Review ex parte documents.
9/9/03	KKF	5.80	125.00	725.00	Confer with Mr. Franklin regarding assignment; cite check memorandum of points and authorities in support of temporary restraining order, including checking case authority for whether good law, adding official citations and jump cites to brief, checking accuracy of quotes, and checking accuracy of citations to declaration and exhibits; organize exhibits attached to declaration of Gerry Spehar.
9/10/03	KAF	3.00	250.00	750.00	Prepare and revise ex parte documents.
9/10/03	KAF	3.50	0.00	NO CHARGE	File ex parte documents and attend hearing.
9/11/03	KAF	0.50	250.00	125.00	Conference with co-counsel and draft ex parte notice.
9/12/03	KAF	4.50	250.00	1,125.00	Prepare ex parte papers and file same. Attend hearing.
9/16/03	KAF	0.90	250.00	225.00	Conference with Given. Conference with process server.
9/18/03	KAF	0.60	250.00	150.00	Conference with process server. Draft letter to local counsel.
9/18/03	KAF	0.90	250.00	225.00	Review Pro Hac application.
9/18/03	KAF	0.80	250.00	200.00	Review and respond to e-mail. Conference with court clerk regarding order.

Spehar Capital, LLC
 Invoice Number: 22085
 Invoice Date: NOVEMBER 18, 2003
 Page 5

DATE	NAME	TIME	RATE	AMOUNT	SERVICES
9/18/03	KKF	1.80	125.00	225.00	Review California Rule of Court 983 regarding pro hac vice applications; telephone call to State Bar regarding fee for same; prepare notice of application and application of Steven Klenda to appear pro hac vice, related declaration of Ken Franklin, and letter to the State Bar regarding payment of fee.
9/19/03	KAF	0.80	250.00	200.00	Review and respond to e-mails. Conference with bonding company. Review Declaration of G. Spehar.
9/19/03	KKF	1.00	125.00	125.00	Revise pro hac vice documents, and prepare proposed order for same.
9/22/03	KAF	0.80	250.00	200.00	Review Pro Hac Motion. Draft and review proof of service.
9/23/03	KAF	0.80	250.00	200.00	Conference with G. Spehar, Conference with bonding co.
9/26/03	KAF	0.20	250.00	50.00	Review and respond to e-mail.
9/29/03	KAF	2.30	250.00	575.00	Provide ex parte notice. Draft ex parte documents re pro hac including order.
9/30/03	KAF	2.00	250.00	500.00	Ex parte hearing.
10/1/03	AWB	2.40	225.00	540.00	Spehar - review e-mails; Review file in preparation for hearing/meeting
10/2/03	AWB	5.50	225.00	1,237.50	Office conference with K. Franklin, S. Klenda & G. Spehar; Review file in preparation for hearing; Telephone conferences & exchange e-mails with client & Klenda; Draft Supplemental Declaration of G. Spehar; Review/Revise Proposed Order
10/2/03	KAF	1.00	250.00	250.00	Meeting regarding injunction hearing.
10/3/03	AWB	3.30	225.00	742.50	Court Appearance; telephone calls & e-mail to process server
10/6/03	AWB	0.30	225.00	67.50	Draft correspondence to K. Dunn/Brandywine Process Servers
10/7/03	AWB	0.10	0.00	NO CHARGE	Circulate e-mail re service; Review e-mail from client
10/10/03	AWB	0.10	0.00	NO CHARGE	Review correspondence from client
10/21/03	AWB	0.10	0.00	NO CHARGE	Review e-mails from Klenda & Franklin; Draft e-mail to Klenda
10/24/03	KAF	0.90	250.00	225.00	Conference with client. Research re filing of amended complaint.
10/30/03	AWB	0.40	0.00	NO CHARGE	Review e-mail and Memorandum from Klenda; Office conference with Franklin

TOTAL CHARGEABLE HOURS 60.10

FEES \$12,425.00

Spehar Capital, LLC
 Invoice Number: 22085
 Invoice Date: NOVEMBER 18, 2003
 Page 6

DISBURSEMENTS

DATE	COST CODE	DESCRIPTION	AMOUNT
10/31/03	15	Xerox Copies	244.80
9/2/03	P	Postage POSTAGE	1.94
9/8/03	P	Postage POSTAGE	1.20
9/9/03	020	Messenger/Courier Service - ACE MESSENGER & ATTORNEY SERVICE, INC. / 26478	119.00
9/9/03	021	EX PARTE APPLICATION - CLERK OF THE SUPERIOR COURT	25.30
9/9/03	021	COMPLAINT - CLERK OF THE SUPERIOR COURT	224.50
9/9/03	7	Facsimile (FAX) Facsimile @1.00/page (2 pages)	2.00
9/9/03	7	Facsimile (FAX) Facsimile @1.00/page (2 pages)	2.00
9/9/03	7	Facsimile (FAX) Facsimile @1.00/page (3 pages)	3.00
9/9/03	7	Facsimile (FAX) Facsimile @1.00/page (3 pages)	3.00
9/9/03	7	Facsimile (FAX) Facsimile @1.00/page (2 pages)	2.00
9/10/03	021	EX PARTE APPLICATION - CLERK OF THE SUPERIOR COURT	36.30
9/10/03	7	Facsimile (FAX) Facsimile @1.00/page (11 pages)	11.00
9/11/03	001	Air/Express Delivery Charges - FEDERAL EXPRESS CORP / 4-857-84679	19.91
9/11/03	021	IT'S YOUR SERVE / SERVICE OF PROCESS	75.00
9/11/03	021	CLERK OF THE SUPERIOR COURT / EX PARTE APPLICATION	36.30
9/11/03	7	Facsimile (FAX) Facsimile @1.00/page (3 pages)	3.00
9/11/03	7	Facsimile (FAX) Facsimile @1.00/page (1 pages)	1.00
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