agreement that Stelor shall reimburse the Aurora Collection for the existing health plan if available during the term of this agreement? Why have I had to allocate each month for the past eleven (11) months now, the sum of \$144.00 when clearly I shouldn't have had to do so? I am seeking reimbursement of all such funds that I've laid out and for which I clearly should not have had to do so and for the remainder of the Agreement that Stelor will take care of the full coverage as called for by the Agreement.

Last on this clarification list is the issue of "Reversionary Rights". I have brought to your attention on many occasions, supported by documentation and as clearly noted in our existing Agreements and those executed between Stelor and Aurora the highly sensitive issue of reversionary rights, when and if there is a "material" breach found in my favor by a court of competent jurisdiction and as clearly outlined in our Licensing Agreement. However, the issue here is that Stelor has seen fit to grant this right to both myself and Aurora. Thus, clearly creating a conflict. Please note that my Licensing Agreement was executed on May 9, 2002. In this Agreement Stelor granted me "Reversionary Rights" noted therein at: [page 6, at X. Post Termination Rights, letter C.] wherein it states: "Upon the expiration or "termination" of this Agreement, "all the license rights of Licensee under this Agreement shall forthwith terminate and immediately revert to Licensor and Licensee, except as detailed above in Section (B) of the "Post Termination Rights" Section, shall immediately discontinue all use of the Licensed Property and the like, at no cost whatsoever to Licensor."

Of course this reversionary right only goes into effect if and when a material breach is alleged by me and such is ruled in my favor by a court of competent jurisdiction as the existing Agreement mandates.

However, in an Agreement signed and executed between Stelor and Aurora dated just 14 days after I executed my Licensing Agreement with Stelor, the exact date is May 23, 2002, Stelor proceeded to grant

CaseStellorethe same Reversionally Rights which was otherwise unlawful to of 28 do so.

Please note the clause at: [page 6, of the Stelor/Aurora Asset Purchase Agreement, at number 11. Reversionary Rights, wherein it reads as follows: "In the event that Buyer (Stelor) is unwilling or unable to fulfill its financial obligations to Steven A. Silvers under the terms of any of Sellers' (Aurora) agreements with Silvers that are assumed by Buyer as a result of this transaction, Buyer will give written notice to Seller. If the breach is not cured or waived by Silvers within a reasonable period of time after receiving written notification by Silvers and Seller thereafter assumes such liability to Silvers, all rights assigned herein by Seller to Buyer shall revert back to Seller without obligation by Seller to Buyer. Buyer shall execute such documents as are necessary to affect the intent of this clause concerning reversionary rights without unreasonable delay."

Accordingly, it seems patently confirmed that these two agreements are in clear conflict with one another and it is my stern position that in the event of an alleged breach between myself and Stelor; for which I should prevail, that my "reversionary rights" clearly supercede those granted to Aurora by Stelor.

I hereby seek clarification as to why these "Reversionary Rights" were granted to Aurora when, in fact, they were granted to me fourteen (14) days prior to the execution of any Agreement with Aurora?

In closing, I would like to reiterate the fact that I prefer not to assert any adversarial position at this time with Stelor. I only desire what I am entitled to according to the mandates outlined in our Agreements. Nothing more and nothing less. If after reading and reviewing this letter with your Corporate Counsel, they choose not to advise you to do the right thing as called for and as I've clearly outlined in this lengthy letter, then I am fully prepared to seek a formal breach against Stelor for the many violations I've cited above and we will let the chips fall where they fall. This is not to be taken as any threat. I'm tired of all of this anxiety that I've had to endure all of these months and it's time to

I would also state that once you take the "visionary" out of the "vision" you are doomed to fail.

I assure you, if you place me in an "active" role, that I am fully prepared to execute come the first of the year, and place me in charge of the creative process of the project, allowing me to do what I do best, and working with all those you have thus far entrusted, except me, with the creative process and the creative delivery of the project, within (6) months time you will see miracles unfold. I can guarantee this! If you choose to continue to exclude me from the creative process, as has been the case these past 17 months, then the consequences will fall on your shoulders not mine. Either way, I'm fully prepared to act. I hope and trust you choose the former chartered course of action.

In Stelor's response to this letter kindly be specific as to addressing each and every clause as requested by me so that we can have a clear understanding as to Stelor's position regarding the issues outlined above.

Should you care to contact me to discuss this matter further I can be reach at: 954-445-6788, otherwise I shall expect your reply within the next 10 days as I'm leaving to go out of the country on November 15, and I won't be returning until December 25, 2003.

In the event that I don't have your response within the next 10 days as requested, then my options will be limited and I shall proceed accordingly.

Also, please tal notice that my new mailing add as has once again Case changed and you should direct all future correspondence to me at:

Steven A. Silvers 8983 Okeechobee Blvd. Suite #202, PMB 203 West Palm Beach, FL 33411-1826

Sincerely,

Steven A. Silvers

\*This document is being sent in accordance with our Agreement requirements dated May 9, 2002 by way of FedEx (Tracking Number: 842190092180.)

# Exhibit "D"

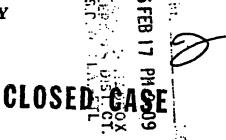
### UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA

CASE NO. 04-80954-CIV-HURLEY

STELOR PRODUCTIONS, INC., plaintiff,

VS

STEVEN A. SILVERS, defendant.



### ORDER OF FINAL DISMISSAL WITHOUT PREJUDICE AND CLOSE-OUT

THIS CAUSE is before the court upon the parties' joint stipulation for dismissal without prejudice filed February 8, 2005. Having considered the stipulation, it is hereby

### ORDERED AND ADJUDGED:

- 1. This case is DISMISSED WITHOUT PREJUDICE, with each side to bear its own costs and attorneys' fees.
- 2. There being nothing further for the court to resolve, it is further ordered that the Clerk of the Court shall enter the case as CLOSED and terminate all pending motions as MOOT.

DONE and SIGNED in Chambers at West Palm Beach, Florida this 14 day of February, 2005.

United States District Judge

Copies furnished:
Adam T. Rabin, Esq.
Kenneth R. Hartmann, Esq.
Yano Rubinstein, Esq.

200

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### UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA

STELOR PRODUCTIONS, INC., a Delaware corporation,

CASE NO. 04-80954-CIV-HURLEY Magistrate Judge James M. Hopkins

Plaintiff,

V.

STEVEN A. SILVERS, a resident of Palm Beach County, Florida

Defendant.

### JOINT STIPULATION FOR DISMISSAL, WITHOUT PREJUDICE, OF ALL CLAIMS

Plaintiff, Stelor Productions, Inc. and Defendant Steven A. Silvers, hereby jointly stipulate, pursuant to Fed.R.Civ.P.41(a)(1), to the dismissal, without prejudice, of all claims asserted by each party against the other party in this action.

Respectfully submitted,

Adam T. Rabin
DIMOND KAPLAN & ROTHSTEIN, PA
200 S.E. First Street, Suite 708
Miami, FL 33131
T: 305-374-1920
Co-Counsel for Defendant

Kenneth R. Hartmann (FBN: 664286) Gail A. McQuilkin (FBN: 969338)

KOZYAK TROPIN & THROCKMORTON, PA

2525 Ponce de Leon, 9<sup>th</sup> Floor Coral Gables, Florida 33134

T: 305-372-1800 / F: 305-372-3508

Counsel for Defendant

Yano L. Rubinstein, Esq.
SUMMERS RUBINSTEIN
580 California Street, 16th Floor
San Francisco, California 94104
Counsel for Plaintiff

3339/101/249255.1

Office in the Grove Penthouse 2699 South Bayshore Drive Miami, Florida 33133

T: 305.858.2900 F: 305.858.5261

Email: Kkaplan@bwskb.com www.bwskb.com

April 14, 2005

### **VIA HAND-DELIVERY**

Gail A. McQuilkin, Esq. Kozyak Tropin & Throckmorton, P.A. 2525 Ponce de Leon Blvd. 9<sup>th</sup> Floor Coral Gables, Florida 33134

Re: Stelor Productions, Inc. v. Silvers,

Case No. 04-80954-CIV-HURLEY/HOPKINS

Dear Gail:

Attached please find the three Stelor checks.

Sincerely,

Kevin C. Kaplan

KCK:mjp Enclosure

From: Case 1:05-cv-02/95-A DFH-JUKEN [gam@kttlawncom]-5 Sent:

Filed 10/31/2005

Page 14 of 28

Sunday, April 17, 2005 4:38 PM

· 7: .ubject: Kevin C. Kaplan

Re: Inc

Kevin -

Got the checks.

Gail A. McQuilkin, Esq. Kozyak Tropin & Throckmorton, PA 2525 Ponce de Leon Coral Gables, FL 33134 (305) 372-1800 office (305) 372-3508 fax gam@kttlaw.com >>> "kevin kaplan" <kkaplan@bwskb.com> 04/17/05 4:00 PM >>> Gail,

I've left you a bunch of messages but haven't heard back. Please confirm you received the checks, and let me know when you're available for a call tomorrow. Steve has some issues to discuss. By the way, for efficiency of our ongoing communications, I have no problem with Steve talking to you directly and authorize you to talk to him directly even if I am unavailable.

Kevin

Aevin C. Kaplan, Esq. Burlington, Weil, Schwiep, Kaplan & Blonsky, PA 2699 S. Bayshore Drive, Penthouse Miami, Florida 33133

Tel: (305) 858-2900 Fax: (305) 858-5261 kkaplan@bwskb.com

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Sent wirelessly via BlackBerry from T-Mobile.

Kevin C. Kapian

Case 1:05-cv-00354-DFH-TAB Document 51-5
From: GAIL A MCQUILKIN [GAM@kttlaw.com]

Sent:

Friday, April 08, 2005 10:44 AM

To:

Kevin C. Kaplan

Subject: silvers

Kevin -

Can you please resolve these pending issues -

### Settlement Agreement:

- 1. Check for reimbursement of health insurance payments
- 2. Checks for Feb, March and April advance against royalties for health insurance
- 3. Reimbursement for domain name renewal costs
- 4. Options
- 5. All checks are to be made out to Silvers Entertainment Group. THe check we received for April was made out to Steven Silvers. Why do we have to keep telling Stelor this?

### License Agreement:

- 1. Royalty statements are due for the 3d and 4th quarter of 2004, and first quarter of 2005.
- 2. We need to see the Products Liability Insurance has Silvers names as an insured.
- 3. We need to see all promotional materials Stelor intends to use.
- 4. Stelor is suppose to place on all materials the phrase "created by Steven A. Silvers." Stelor persists on placing those words in tiny font and using the phrase "based on a concept created by" rather than "created by" as required. We went though this once before and Stelor agreed to change it, but still they keep doing it.
- 5. There are still issues relating to the list of trademarks and domain names, but I will address those with Larry Hefter.

Let me know about all this.

Gail.

Case 1:05-cv-00354-DFH-TAB Document 51-5 Filed 10/31/2005 Page 17 of 28

Gail A. McQuilkin, Esq.
Kozyak Tropin & Throckmorton, PA
2525 Ponce de Leon
Coral Gables, FL 33134
(305) 372-1800 office
(305) 372-3508 fax
gam@kttlaw.com

check Date: Saturday April 9 FH 3952:43 Mment 51-5
From: GAIL A MCQUILK (gam@kttlaw.com> Filed 10/31/2005 Page 18 of 28

To: <julie@stelorproductions.com>

Not a problem at all. Let me know about the health insurance. Going forward the simplist way to do this is to combine the 5k and 1k amounts into one 6k check. In case you do not know this, these payments are an advance against future royalties. Make sure you are booking these correctly and keeping track of the amounts so that when royalties begin to be paid by Stelor they are offset by these amounts. Thanks for your help.

Gail A. McQuilkin, 2sq. Kozyak Tropin & Throckmorton, PA 2525 Ponce de Leon Coral Gables, PL 33134 (305) 372-1800 office (305) 372-3508 fax gamekttlaw.com >>> "Julie" <juliefstelorproductions.com> 04/09/05 10:17 AM >>>

I just got your email at home. I had already left the office for the day yesterday when you sent your email- I can have the check there on Tuesday morning - will that be alright? I'll ask Steve about the health insurance.

Thanks for understanding! You have a great weekend yourself!

Regards,

Julie

---- Original Message . From: "Gail A. McQuilkin, Esq." <gam@kttlaw.com> To: "Julie DePue" <juliefstelorproductions.com> Sent: Friday, April 08, 2005 6:15 PM Subject: Re: Silvers royalty advance check

No problem, stuff happens. You can send it for Monday delivery. There should also be a check for \$1000 to cover his health care premiums. Ask Steve if you can send that too. Thanks. Have a good weekend. ----Original Message----

From: "Julie DePue" <juliefstelorproductions.com> Date: Fri, 08 Apr 2005 17:48:42 To:<gmcquilkin@tmo.blackberry.net> Subject: Silvers royalty advance check

Dear Gail,

Steve just told me about the error on Silvers check I am so sorry! Its completely my fault I have been sort of put back into the accountants chair rather abruptly and just went a little too fast through my tasks.

Id be happy to cut another check and send it Fed Ex Saturday delivery if you want. Please let me know as soon as you can, and where youd like it sent.

Sorry for the trouble,

Julie DePue

Page 1 of 2

Stelor Productions

Gair ase acquistin, BBG.

Rozyak Tropin & Throckmorton
2525 Ponce de Leon, 9th Floor
Coral Gables, FL 33134
(305)372-1800 office
(305)372-3508 fax
gamekttlaw.com

Filed 10/31/2005 Page 19 of 28

Document 51-5

Page 2 of 2

se 1:0	Amount	2,000.00 4,000.00 318.00	H-TAB Document 51-5	Filed 10/31/2005
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	Num Memo	2621 TRUST ACCOUNT- Royalty/insurance advance 2622 TRUST ACCOUNT Insurance Reimbursement 2623 TRUST ACCOUNT Domain name registrations	2555 VOID: Advances Against Future Royalties-Feb05 2587 VOID: consulting 2624 Advance against Royalty, Feb 05 2625 Advance against Royalty, Mar 05 2711 Advance Against Royalty April 05 2751 Advance Against Royalty April 05 2752 Advance Against Royalty May 05 2755 Royalty/insurance advance, Apr '05 2755 Royalty/insurance advance May '05	2527 VOID: Advances Against Future Royatties 2685 VOID: Advances against future royatties
Stelor Productions Transactions by Vendor	January through December 2005	Kozyak Tropin & Throckmorton, PA Bill Pmt -Check 03/07/05 Bill Pmt -Check 03/07/05 Bill Pmt -Check 03/07/05	Silvers Entertainment Group Check Check Bill Pmt -Check Bill Pmt -Check Check Bill Pmt -Check	Steven A. Slivers : 02/01/05 Check 02/01/05 Bill Pmt -Check 04/04/05

Page 20 of 28

### Exhibit 66H"

Kevin Se Kaptan v-00354-DFH+TAB Document 51-5 Filed 10/31/2005 Page 22 of 28

From: GAIL A MCQUILKIN [GAM@kttlaw.com]

Sent: Friday, April 22, 2005 1:35 PM

To: Kevin C. Kaplan

Subject: audit

### Kevin -

The auditor is preparing a letter that will outline the documents and records he will need available at Stelor to do the audit. He needs to schedule the date for his visit. Please give me a date in the next two weeks, other than April 28th and 29th which are not good for him, for the visit. Thanks.

### Gail.

Gail A. McQuinkin, Esq.
Kozyak Tropin & Throckmorton, PA
2525 Ponce de Leon
Coral Gables, FL 33134
(305) 372-1800 office
(305) 372-3508 fax
gam@kttlaw.com

Case 1:05-c GANGE MOFFILKIN I gam@kttlaw.com 51-5
Tuesday, A 26, 2005 8:20 PM Filed 10/31/2005 Page 24 of 28 From:

Sent:

Kevin C. Kaplan Re: Stelor/Silvers/Inc

Kevin -

ibject:

I cannot get into this with you right now. I assure you I will get back to you and Stelor by Friday.

Gail A. McQuilkin, Esq. Kozyak Tropin & Throckmorton, PA 2525 Ponce de Leon Coral Gables, FL 33134 (305) 372-1800 office (305) 372-3508 fax gam@kttlaw.com >>> "Kevin C. Kaplan" <kkaplan@bwskb.com> 04/26/05 12:35 PM >>> Gail,

As we discussed, we were impressed and pleased when we received your recent email

's I have advised you, the Stelor information is in my office, and we have been attempting o set up a time for you to review it.

\*\*\*\*

Kevin C. Kaplan, Esq.

Burlington, Weil, Schwiep,

Kaplan & Blonsky, PA

2699 S. Bayshore Drive, Penthouse

Miami, Florida 33133

Tel: (305) 858-2900

Fax: (305) 858-5261

kkaplan@bwskb.com

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**GUILD INSURANCE BROKERS** 

(FRX)204 728 1515

P. 002/002

### AVIVA INSURANCE COMPANY OF CANADA

### CERTIFICATE OF INSURANCE

This is to certify that the following policies have been issued by the Insuring Company and are in full force and effect as of the date of this certificate and in favour of Named Insured:

Team Tools Ltd. and Ultra Media Inc. et al PO Box 20162

Brandon MB R7A 6Y8

If the insurance provided under the said policy(s) is altered, exneelled or changed in a manner as to affect this certificate of insurance the Insuring Company hereby agrees to give fifteen (15) days written notice of such alteration, change or cancellation to:

Steven A. Silvers & Stelor Productions, Inc. 14701 Mockingbird Drive Darnestown, MD 20874

Attention: Julie DePue or Marty Jeffery

Policy Number	Policy Term  July 1, 2004  to  July 1, 2005	Kind of Insurance or Operations Covered  Commercial General Liability	Limits of Liability or Amount Insured		
CMP8:108401			\$2,000,000	Each occurrence limit  Products-Completed Operations Hazard Aggregate Limit	
		·			

Note: Steven A. Silvers and Stelor Productions, Inc. is hereby added as additional insured but only with respect to the vicarious liability of the Named Insured.

Canadian Currency Clause Applies

This document is furnished as a matter of courtesy and only as information of the fact that Policies have been concurrently prepared. It is not a contract, confers no right upon any person and imposes no liability on the insuring company.

AVIVA Insurance Company of Canada

November 17, 2004 Dated

900 - 201 Portage Avenue Winnipeg, Manitoba R3B 3K6

Authorized Representative
Guild Insurance Brokers Inc.

#0103 F.003 \003

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