

# DRAFT

## SETTLEMENT AGREEMENT

**THIS SETTLEMENT AGREEMENT** (the “Settlement Agreement”) is entered into between **Proskauer Rose LLP**, a New York limited liability partnership (“Proskauer”), and **Iviewit.com, Inc.**, a Delaware corporation, **Iviewit Holdings, Inc.**, a Delaware corporation, **Iviewit Technologies, Inc.**, a Delaware corporation, **Iviewit, Inc.**, a Florida corporation, **Iviewit.com LLC**, a Delaware limited liability corporation, and **Iviewit LLC**, a Florida limited liability corporation (collectively, “Iviewit”), and **Eliot I. Bernstein**, an individual, **Simon L. Bernstein**, an individual, and **P. Stephen Lamont**, an individual (“Lamont”):

**WHEREAS**, Proskauer provided legal services to Iviewit and acted as Iviewit’s general corporate counsel from approximately January 1999 until May 2001;

**WHEREAS**, Eliot I. Bernstein and Lamont are current principals of Iviewit;

**WHEREAS**, Simon L. Bernstein is the former Chairman of the Board of Iviewit;

**WHEREAS**, in May 2001, a dispute arose between Proskauer and Iviewit over the payment of Proskauer’s statements for legal services;

**WHEREAS**, on or about May 2, 2001, Proskauer filed an action against Iviewit.com, Inc., Iviewit Technologies, Inc., and Iviewit Holdings, Inc. in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida for breach of oral contract, account stated, open account, and quantum meruit (the “Litigation”). The Litigation was entitled *Proskauer Rose LLP v. Iviewit.com, Inc., Iviewit Holdings, Inc., Iviewit Technologies, Inc.*, Case Number CA 01-04671 AB;

**WHEREAS**, on or about February 27, 2003, Iviewit, through Eliot I. Bernstein and Lamont, filed a complaint against Christopher C. Wheeler, Esq. (“Wheeler”) with the Florida Bar (the “Florida Bar Complaint”). The Florida Bar Complaint was assigned matter number 2003-51,109(15C). On or about July 1, 2003, the Florida Bar found no basis to investigate Wheeler and deferred its consideration of the Florida Bar Complaint;

**WHEREAS**, on or about March 6, 2003, Iviewit, through Bernstein and Lamont, filed a complaint against Kenneth Rubenstein (“Rubenstein”) with the New York Departmental Disciplinary Committee, First Judicial Department (the “New York Bar Complaint”). The New York Bar Complaint was assigned docket number 2003.0531;

**WHEREAS**, Proskauer, Iviewit, Eliot I. Bernstein, Simon L. Bernstein, and Lamont are entering into this Settlement Agreement on behalf of (and it shall be binding upon) themselves and, as applicable, their respective legal representatives, officers, directors, partners, agents, employees, affiliates, subsidiaries, attorneys, successors and assigns;

**WHEREAS**, Proskauer, Iviewit, Eliot I. Bernstein, Simon L. Bernstein, and Lamont are entering into this Settlement Agreement to fully settle and resolve all claims arising from the Litigation, including all claims which Iviewit attempted to bring in its proposed counterclaim

# DRAFT

filed in the Litigation (the “Counterclaim”), as well as any and all claims which were or could have been raised in the Litigation or in connection with the Florida Bar Complaint and the New York Bar Complaint;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Effective Date of Agreement.** This Settlement Agreement shall be effective upon full execution of it by all parties hereto.

2. **No Admissions of Liability.** This Settlement Agreement is not intended to be and shall never be treated as an admission of liability by any party for any purpose. The parties recognize that any concessions made pursuant to this Settlement Agreement are not an admission by any party of any liability or wrongdoing as related to the allegations made during the Litigation, in the Florida Bar Complaint or New York Bar Complaint, or at any other time, but are made for the sole purpose of avoiding the potential risks and costs involved in the Litigation, the Florida Bar Complaint, and the New York Bar Complaint.

3. **Settlement Amount.** No payments will be made by any party to any other party pursuant to this Settlement Agreement. The consideration for this Settlement Agreement shall be the exchange of mutual releases, the dismissal of the Litigation, and the dismissal of the Florida Bar Complaint and New York Bar Complaint.

4. **Attorney’s Fees and Costs.** Each party to this Settlement Agreement shall each bear its/his own respective costs and attorneys’ fees.

5. **Mutual General Releases.** Upon execution of this Settlement Agreement, the parties shall execute mutual general releases in the forms attached as **Exhibit A** (the “Releases”).

6. **Dismissal of Litigation.** Upon execution by all parties of this Settlement Agreement and the Releases, counsel for Proskauer and counsel for Iviewit shall dismiss the Litigation by executing and filing a Stipulation and Order of Dismissal With Prejudice in the form attached hereto as **Exhibit B**.

7. **Dismissal of Florida and New York Bar Complaints.** Within two (2) days of the execution by all parties of this Settlement Agreement and the Releases, Iviewit and Eliot I. Bernstein shall execute and deliver letters, on Iviewit’s stationery, in the forms attached hereto as **Exhibit C** and **Exhibit D**, to the Florida Bar and to the New York Departmental Disciplinary Committee, respectively. Upon delivery of each letter as required by this paragraph, a copy of each letter shall be served by facsimile and U.S. Mail upon Matthew Triggs, Esq., Proskauer Rose LLP, 2255 Glades Road, Suite 340 West, Boca Raton, Florida 33431, facsimile number (561) 241-7145.

8. **Return of Shares of Stock.** Within five (5) business days of the date of the execution by all parties of this Settlement Agreement and the Releases, Proskauer shall

# DRAFT

relinquish ownership of and return the 1,250 shares of Class B stock of Iviewit Holdings, Inc. by sending, via Federal Express, the shares of Iviewit stock in Proskauer's possession to Steven Selz, Esq., Selz & Muvdi Selz, P.A., 214 Brazilian Avenue, Suite 220, Palm Beach, Florida 33480. Iviewit agrees and acknowledges that the above-referenced shares of stock are the only shares of stock ever issued by Iviewit to Proskauer.

## 9. Confidentiality.

(a) The terms and conditions of this Settlement Agreement and attached Releases, as well as the circumstances leading thereto, are and shall be deemed to be fully confidential and shall not hereafter be disclosed by Iviewit, Eliot I. Bernstein, Simon Bernstein, or Lamont to any other person or entity, except (i) as may be required by law; (ii) that Eliot I. Bernstein, Simon L. Bernstein, or Lamont may disclose the existence, terms, and conditions of this Settlement Agreement and attached Releases to their attorneys, accountants and/or spouses, provided that they make the person to whom disclosure is made aware of the confidentiality provisions of this Settlement Agreement and such person agrees to keep the terms of this Settlement Agreement fully confidential. Iviewit, Eliot I. Bernstein, Simon L. Bernstein, and Lamont further agree that if they are asked by any person or entity not listed in 9 (a) (ii) above about the outcome of the Litigation, Florida Bar Complaint, or New York Bar Complaint, they can only respond that: "the matter has been resolved."

(b) Any breach of the provisions of this paragraph "9" shall be considered a material breach of this Settlement Agreement. In the event of any breach of this paragraph by Iviewit, Eliot I. Bernstein, Simon L. Bernstein, or Lamont, the breaching party shall pay to Proskauer the sum of \$5,000 (Five Thousand and 00/100 Dollars) as liquidated damages for each separate incidence of breach of this paragraph.

10. **Construction of this Settlement Agreement.** Each party acknowledges that it has participated in the negotiation of this Settlement Agreement and agrees that no provision of this Settlement Agreement or any other documents contemplated hereby shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having, or being deemed to have, structured, dictated, or drafted such provision.

11. **Arm's Length Transaction.** The parties agree and acknowledge that the terms of this Settlement Agreement were negotiated at arm's-length, and that this Settlement Agreement was prepared without fraud, duress, undue influence, or coercion of any kind exerted by any of the parties upon the others, and that the execution and delivery of this Settlement Agreement and the other documents contemplated hereby is the free and voluntary act of each party hereto. The parties further agree and acknowledge that they have read this Settlement Agreement and the exhibits hereto, that they know their contents, and that they have had the advice of counsel as to their meaning and intent.

12. **No Oral Modifications.** The terms of this Settlement Agreement may not be changed, waived, discharged, or terminated orally, but only by an instrument or instruments in

# DRAFT

writing, signed by the party against which enforcement of the change, waiver, discharge, or termination is asserted.

13. **Merger Clause.** The parties agree that no representations or promises have been made or relied upon by any of them or by any person acting for or on their behalf in connection with the subject matter of this Settlement Agreement which are not specifically set forth in this Settlement Agreement. All representations and promises made by any party to another, whether in writing or orally, are understood by the parties to be merged into this Settlement Agreement.

14. **Counterparts.** This Settlement Agreement may be signed in several counterparts, but all when taken together shall constitute but a single document when executed by all parties. Facsimile signatures shall be acceptable, so long as they are followed by originals within two (2) days, via Federal Express.

15. **Successors and Assigns.** This Settlement Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

16. **Governing Law.** Regardless of the place of performance, this Settlement Agreement shall be governed by the laws of the State of Florida. In the event that there is any litigation with respect to this Settlement Agreement, such litigation shall be commenced in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, and shall be determined by the court sitting without a jury.

17. **Enforceability.** In the event that any provision of this Settlement Agreement is determined to be unenforceable, then the enforceability of that provision shall have no effect on the enforceability of the remaining provisions. All provisions herein shall be construed to be valid to the maximum extent permitted by law.

18. **Attorney's Fees to Enforce Settlement Agreement.** The prevailing party in any litigation to enforce this Settlement Agreement shall be entitled, in addition to any and all other remedies, to an award of all attorneys' fees and costs incurred with respect to the enforcement of this Settlement Agreement, through and including any appellate courts.

# DRAFT

CAUTION:

READ BEFORE SIGNING

I HAVE READ ALL OF THIS SETTLEMENT AGREEMENT AND THE ATTACHED RELEASES AND OTHER EXHIBITS WITH MY ATTORNEY. MY ATTORNEY HAS DISCUSSED THE ENTIRE CONTENTS OF THIS SETTLEMENT AGREEMENT, RELEASES, AND OTHER EXHIBITS WITH ME AND I UNDERSTAND ALL PARAGRAPHS CONTAINED IN THEM. I STATE THAT I AM SIGNING THIS SETTLEMENT AGREEMENT, AS WELL AS THE ATTACHED RELEASES AND OTHER EXHIBITS AS MY OWN FREE ACT AND DEED.

**PROSKAUER ROSE LLP**

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: July \_\_\_\_, 2003.

**IVIEWIT.COM, INC.**

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: July \_\_\_\_, 2003.

**IVIEWIT HOLDINGS, INC.**

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: July \_\_\_\_, 2003.

# DRAFT

## IVIEWIT TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: July \_\_\_\_, 2003.

## IVIEWIT, INC.

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: July \_\_\_\_, 2003.

## IVIEWIT.COM LLC

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: July \_\_\_\_, 2003.

## IVIEWIT LLC

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: July \_\_\_\_, 2003.

# DRAFT

\_\_\_\_\_  
**Eliot I. Bernstein**, individually

Dated: July \_\_\_, 2003.

\_\_\_\_\_  
**Simon L. Bernstein**, individually

Dated: July \_\_\_, 2003.

\_\_\_\_\_  
**P. Stephen Lamont**, individually

Dated: July \_\_\_, 2003.

STATE OF FLORIDA                    )  
                                              :  
                                              )        ss.  
COUNTY OF PALM BEACH            )

The foregoing instrument was acknowledged before me this \_\_\_ day of July, 2003, by [name]\_\_\_\_\_, as [title]\_\_\_\_\_ of **Proskauer Rose LLP**, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

{ seal }

# DRAFT

STATE OF FLORIDA                    )  
                                                  :  
COUNTY OF PALM BEACH            )        ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2003, by [name]\_\_\_\_\_, as [title]\_\_\_\_\_ of **Iviewit.com, Inc.**, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

{seal}

STATE OF FLORIDA                    )  
                                                  :  
COUNTY OF PALM BEACH            )        ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2003, by [name]\_\_\_\_\_, as [title]\_\_\_\_\_ of **Iviewit Holdings, Inc.**, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

{seal}

STATE OF FLORIDA                    )  
                                                  :  
COUNTY OF PALM BEACH            )        ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2003, by [name]\_\_\_\_\_, as [title]\_\_\_\_\_ of **Iviewit Technologies, Inc.**, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

{seal}



# DRAFT

STATE OF FLORIDA                    )  
                                                  :  
COUNTY OF PALM BEACH            )        ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2003, by [name]\_\_\_\_\_, as [title]\_\_\_\_\_ of **Iviewit, Inc.**, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

{seal}

STATE OF FLORIDA                    )  
                                                  :  
COUNTY OF PALM BEACH            )        ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2003, by [name]\_\_\_\_\_, as [title]\_\_\_\_\_ of **Iviewit.com LLC**, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

{seal}

STATE OF FLORIDA                    )  
                                                  :  
COUNTY OF PALM BEACH            )        ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2003, by [name]\_\_\_\_\_, as [title]\_\_\_\_\_ of **Iviewit LLC**, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

{seal}

# DRAFT

STATE OF FLORIDA            )  
                                          :  
COUNTY OF PALM BEACH    )

ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2003, by **Eliot I. Bernstein**, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

{seal}

STATE OF FLORIDA            )  
                                          :  
COUNTY OF PALM BEACH    )

ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2003, by **Simon L. Bernstein**, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

{seal}

STATE OF \_\_\_\_\_ )  
                                          :  
COUNTY OF \_\_\_\_\_ )

ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2003, by **P. Stephen Lamont**, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

{seal}

**DRAFT**

**EXHIBIT A**

# DRAFT

## GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that **Proskauer Rose LLP**, a New York limited liability partnership, together with its partners, attorneys, directors, agents, employees, successors, assigns, and legal representatives (the “Releasor”), for good and valuable consideration received, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, acquit, satisfy and forever discharge **Iviewit, Inc.**, a Florida corporation, **Iviewit.com, Inc.**, a Delaware corporation n/k/a I.C., Inc., **Iviewit.com LLC**, a Delaware limited liability corporation, **Iviewit LLC**, a Florida limited liability corporation, **Iviewit Holdings, Inc.**, a Delaware corporation f/k/a UView.com, Inc., and **Iviewit Technologies, Inc.**, a Delaware corporation, and **Eliot I. Bernstein**, individually, **Simon L. Bernstein**, individually, and **P. Stephen Lamont**, individually, together with their officers, directors, partners, affiliates, agents, employees, successors, assigns, attorneys, and legal representatives (collectively, the “Releasee”) from any and all claims, benefits, rights, demands, sums of money, and causes of action, statutory claims, suits, damages, debts, obligations, trespasses, contracts, losses, expenses, and liabilities of whatever nature or kind, which the Releasor ever had, now has or which the Releasor hereafter can, shall or may have against the Releasee, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world until the day of this release, including, without limitation, all claims arising out of or which are related to or connected with the following: (i) the litigation pending in the Circuit Court for the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, entitled *Proskauer Rose LLP v. Iviewit.com, Inc., Iviewit Holdings, Inc., and Iviewit Technologies, Inc.*, Case No. CA 01-04671 AB (the “Litigation”); (ii) the complaint filed against Christopher C. Wheeler, Esq. before the Florida Bar, Case No. 2003-51, 109(15C); (iii) the complaint filed against Kenneth Rubenstein, Esq. before the New York

# DRAFT

Departmental Disciplinary Committee, First Judicial Department, Docket No. 2003.0531; and/or (iv) the legal services provided by the Releasor.

Notwithstanding the foregoing, nothing in this release shall be deemed a waiver of the parties' respective rights and obligations pursuant to the Settlement Agreement which was entered into by the parties contemporaneously herewith. The parties' respective rights and obligations pursuant to the Settlement Agreement are intended to and do survive the execution of this Release.

The Releasor represents and warrants that no claims which it has or might have had against the Releasee arising out of or concerning the subject matter of this Release has been assigned or transferred to any other person or entity, and the Releasor agrees to indemnify and hold the Releasee harmless from any and all liability, attorneys' fees, costs, or expense resulting from the assignment or transfer or any such claim.

This Release is intended to be construed in accordance with the laws of the State of Florida. The Releasor further warrants and represents that it has read this release, that it knows of its contents, that it has had the advice of counsel as to its meaning and intent, and that it has executed this release freely and voluntarily for the purposes expressed herein.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of July, 2003.

**PROSKAUER ROSE LLP**

By: \_\_\_\_\_  
[print name] \_\_\_\_\_  
[print title] \_\_\_\_\_

STATE OF FLORIDA                    )  
                                                  :  
COUNTY OF PALM BEACH            )

ss.

# DRAFT

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2003, by [print name]\_\_\_\_\_, as [print title]\_\_\_\_\_ of Proskauer Rose LLP, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission expires:

# DRAFT

## GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that **Iviewit, Inc.**, a Florida corporation, **Iviewit.com, Inc.**, a Delaware corporation n/k/a I.C., Inc., **Iviewit.com LLC**, a Delaware limited liability corporation, **Iviewit LLC**, a Florida limited liability corporation, **Iviewit Holdings, Inc.**, a Delaware corporation f/k/a UView.com, Inc., and **Iviewit Technologies, Inc.**, a Delaware corporation, together with their officers, directors, partners, affiliates, agents, employees, successors, assigns, attorneys, and legal representatives, and **Eliot I. Bernstein**, individually, **Simon L. Bernstein**, individually, and **P. Stephen Lamont**, individually (collectively, the “Releasor”), for good and valuable consideration received, the receipt and sufficiency of which is hereby acknowledged, do hereby remise, release, acquit, satisfy and forever discharge **Proskauer Rose LLP**, a New York limited liability partnership, together with partners, attorneys, directors, agents, employees, successors, assigns, and legal representatives (the “Releasee”) from any and all claims, benefits, rights, demands, sums of money, and causes of action, statutory claims, suits, damages, debts, obligations, trespasses, contracts, losses, expenses, and liabilities of whatever nature or kind, which the Releasor ever had, now has or which the Releasor hereafter can, shall or may have against the Releasee, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world until the day of this release, including, without limitation, all claims arising out of or which are related to or connected with the following: (i) the litigation pending in the Circuit Court for the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, entitled *Proskauer Rose LLP v. Iviewit.com, Inc., Iviewit Holdings, Inc., and Iviewit Technologies, Inc.*, Case No. CA 01-04671 AB (the “Litigation”); (ii) the complaint filed against Christopher C. Wheeler, Esq. before the Florida Bar, Case No. 2003-51, 109(15C); (iii) the complaint filed against Kenneth Rubenstein, Esq. before the New York Departmental Disciplinary Committee, First Judicial Department, Docket No. 2003.0531; and/or (iv) the legal services provided by the Releasee.

# DRAFT

Notwithstanding the foregoing, nothing in this release shall be deemed a waiver of the parties' respective rights and obligations pursuant to the Settlement Agreement with respect to the above-referenced Litigation which was entered into by the parties contemporaneously herewith. The parties' respective rights and obligations pursuant to the Settlement Agreement are intended to and do survive the execution of this Release.

The Releasor represents and warrants that no claims which they have or might have had against the Releasee arising out of or concerning the subject matter of this Release have been assigned or transferred to any other person or entity, and the Releasor agrees to indemnify and hold the Releasee harmless from any and all liability, attorneys' fees, costs, or expense resulting from the assignment or transfer of any such claims.

This Release is intended to be construed in accordance with the laws of the State of Florida. The Releasor further warrants and represents that they have read this release, that they know its contents, that they have had the advice of counsel as to its meaning and intent, and that they have executed this release freely and voluntarily for the purposes expressed herein.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_ day of July, 2003.

**IVIEWIT, INC.**, a Florida corporation

By: \_\_\_\_\_  
[print name] \_\_\_\_\_  
[print title] \_\_\_\_\_

**IVIEWIT.COM, INC.**, a Delaware corporation  
n/k/a I.C., Inc.

By: \_\_\_\_\_  
[print name] \_\_\_\_\_  
[print title] \_\_\_\_\_



**DRAFT**

**IVIEWIT.COM LLC**, a Delaware limited liability corporation

By: \_\_\_\_\_  
[print name] \_\_\_\_\_  
[print title] \_\_\_\_\_

**IVIEWIT LLC**, a Florida limited liability corporation

By: \_\_\_\_\_  
[print name] \_\_\_\_\_  
[print title] \_\_\_\_\_

**IVIEWIT HOLDINGS, INC.**, a Delaware corporation f/k/a UView.com, Inc.

By: \_\_\_\_\_  
[print name] \_\_\_\_\_  
[print title] \_\_\_\_\_

**IVIEWIT TECHNOLOGIES, INC.**, a Delaware corporation

By: \_\_\_\_\_  
[print name] \_\_\_\_\_  
[print title] \_\_\_\_\_

\_\_\_\_\_  
**Eliot I. Bernstein, individually**

\_\_\_\_\_  
**Simon L. Bernstein, individually**

DRAFT

**P. Stephen Lamont, individually**

STATE OF FLORIDA )  
: )  
COUNTY OF PALM BEACH )

ss.

The foregoing instrument was acknowledged before me this \_\_\_ day of July, 2003, by [print name] \_\_\_\_\_, as [title] \_\_\_\_\_ of **Iviewit, Inc.**, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission expires:

STATE OF FLORIDA )  
: )  
COUNTY OF PALM BEACH )

ss.

The foregoing instrument was acknowledged before me this \_\_\_ day of July, 2003, by [print name] \_\_\_\_\_, as [title] \_\_\_\_\_ of **Iviewit.com, Inc.**, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission expires:

STATE OF FLORIDA )  
: )  
COUNTY OF PALM BEACH )

ss.

The foregoing instrument was acknowledged before me this \_\_\_ day of July, 2003, by [print name] \_\_\_\_\_, as [title] \_\_\_\_\_ of **Iviewit.com LLC**, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission expires:

STATE OF FLORIDA )  
: )  
COUNTY OF PALM BEACH )

ss.

DRAFT

The foregoing instrument was acknowledged before me this \_\_\_ day of July, 2003, by [print name] \_\_\_\_\_, as [title] \_\_\_\_\_ of **Iviewit LLC**, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission expires:

STATE OF FLORIDA                    )  
                                                  :  
COUNTY OF PALM BEACH            )        ss.

The foregoing instrument was acknowledged before me this \_\_\_ day of July, 2003, by [print name] \_\_\_\_\_, as [title] \_\_\_\_\_ of **Iviewit Holdings, Inc.**, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission expires:

STATE OF FLORIDA                    )  
                                                  :  
COUNTY OF PALM BEACH            )        ss.

The foregoing instrument was acknowledged before me this \_\_\_ day of July, 2003, by [print name] \_\_\_\_\_, as [title] \_\_\_\_\_ of **Iviewit Technologies, Inc.**, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission expires:

STATE OF FLORIDA                    )  
                                                  :  
COUNTY OF PALM BEACH            )        ss.

The foregoing instrument was acknowledged before me this \_\_\_ day of July, 2003, by **Eliot I. Bernstein, individually**, who is personally known to me or who produced \_\_\_\_\_ as identification.

# DRAFT

\_\_\_\_\_  
Notary Public  
My Commission expires:

STATE OF FLORIDA                    )  
                                                  :  
COUNTY OF PALM BEACH            )        ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2003, by [print name] \_\_\_\_\_, as [title] \_\_\_\_\_ of **Simon L. Bernstein, individually**, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission expires:

STATE OF \_\_\_\_\_ )  
                                                  :  
COUNTY OF \_\_\_\_\_ )        ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July, 2003, by **P. Stephen Lamont, individually**, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission expires:

**DRAFT**

**EXHIBIT B**

DRAFT

IN THE CIRCUIT COURT OF THE 15TH  
JUDICIAL CIRCUIT IN AND FOR PALM  
BEACH COUNTY, FLORIDA

CASE NO. CA 01-04671 AB

PROSKAUER ROSE LLP, a New  
York limited liability partnership,

Plaintiff,

v.

IVIEWIT.COM, INC., a Delaware corporation,  
IVIEWIT HOLDINGS, INC., a Delaware  
corporation, and IVIEWIT TECHNOLOGIES,  
INC., a Delaware corporation,

Defendants.

---

**STIPULATION AND ORDER OF DISMISSAL WITH PREJUDICE**

THIS CAUSE having been amicably settled between the parties, it is hereby stipulated and agreed by and between their undersigned counsel, and pursuant to Rule 1.420(a) of the Florida Rules of Civil Procedure, that this cause be dismissed with prejudice, with each party to bear its own attorneys' fees and costs. The parties further stipulate and agree that the Court will reserve jurisdiction to enforce the terms of the parties' Settlement Agreement.

**SO STIPULATED:**

PROSKAUER ROSE LLP  
Attorneys for the Plaintiff  
2255 Glades Road, Suite 340 West  
Boca Raton, Florida 33431  
Telephone: (561) 241-7400  
Facsimile: (561) 241-7145

SELZ & MUVDI SELZ, P.A.  
Attorneys for the Defendants  
214 Brazilian Avenue, Suite 220  
Palm Beach, Florida 33480  
Telephone: (561) 820-9409  
Facsimile: (561) 833-9175

---

Matthew Triggs  
Florida Bar No. 865745  
Christopher W. Prusaski  
Florida Bar No. 121525

---

Steven M. Selz  
Florida Bar No. 777420

and

Dated: July \_\_\_, 2003.

Krishna B. Narine, admitted *pro hac vice*  
SCHIFFRIN & BARROWAY, LLP  
Three Bala Plaza East  
Suite 400  
Bala Cynwyd, PA 19004  
Telephone: (610) 667-7706  
Facsimile: (610) 667-7056

Dated: July \_\_\_, 2003.

**ORDER OF DISMISSAL WITH PREJUDICE**

THIS MATTER came before the Court on the foregoing Stipulation. The Court being fully advised in the premises, it is hereby

ORDERED that this cause be, and the same is hereby DISMISSED WITH PREJUDICE, with each party to bear its own attorneys' fees and costs.

IT IS FURTHER ORDERED that the Court reserves jurisdiction to enforce the terms of the parties' Settlement Agreement.

DONE AND ORDERED at West Palm Beach, Palm Beach County, Florida this \_\_\_ day of \_\_\_\_\_, 2003.

---

Honorable Jorge Labarga  
Circuit Court Judge

DRAFT

Copies furnished to:

Matthew Triggs and Christopher Prusaski, Proskauer Rose LLP, 2255 Glades Road, Suite 340-West, Boca Raton, FL 33431;

Steven Selz, Selz & Muvdi Selz, P.A., 214 Brazilian Avenue, Suite 220, Palm Beach, FL 33480;  
and

Krishna B. Narine, Schiffrin & Barroway, LLP, Three Bala Plaza East, Suite 400, Bala Cynwyd, PA 19004.



**DRAFT**

**EXHIBIT C**

DRAFT

Lorraine Christine Hoffman, Esq.  
Assistant Staff Counsel  
The Florida Bar  
Cypress Financial Center, Suite 835  
5900 North Andrews Avenue  
Fort Lauderdale, Florida 33309

Re.: Complaint against Christopher Wheeler, Esq.  
The Florida Bar File No. 2003-51, 109 (15C)

Dear Ms. Hoffman:

I am writing to inform you that Iviewit has fully settled and resolved all of the issues raised in the above-referenced complaint with Christopher Wheeler, Esq. and Proskauer Rose LLP. While we acknowledge your July 1, 2003 letter informing us that the Florida Bar has dismissed and closed the above-referenced complaint, we wish to inform you that we will no longer pursue any aspect of this complaint against Mr. Wheeler or Proskauer Rose LLP in the future.

Thank you.

Very truly yours,

IVIEWIT HOLDINGS, INC.

By: \_\_\_\_\_  
Eliot I. Bernstein  
as \_\_\_\_\_

cc: Matthew Triggs, Esq.  
Proskauer Rose LLP

**DRAFT**

**EXHIBIT D**

DRAFT

Thomas J. Cahill, Esq.  
Chief Counsel  
Departmental Disciplinary Committee  
First Judicial Department  
61 Broadway  
New York, NY 10006

Re.: Complaint against Kenneth Rubenstein, Esq.  
Docket No. 2003.0531

Dear Mr. Cahill:

I am writing to inform you that Iviewit has fully settled and resolved all of the issues raised in the above-referenced complaint with Kenneth Rubenstein, Esq. and Proskauer Rose LLP. Iviewit no longer wishes to pursue any aspect of this complaint against Mr. Rubenstein or Proskauer Rose LLP. Accordingly, I request that the above-referenced complaint be withdrawn and that the investigation be dismissed and closed.

Thank you.

Very truly yours,

IVIEWIT HOLDINGS, INC.

By: \_\_\_\_\_  
Eliot I. Bernstein  
as \_\_\_\_\_

cc: Matthew Triggs, Esq.  
Proskauer Rose LLP