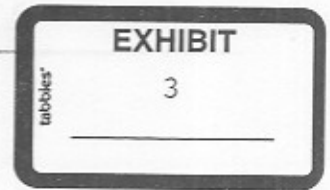


VTW/cor

Ned Whittington



From: Ned Whittington [ned@whittington-law.com]
Sent: Saturday, June 19, 2004 6:19 PM
To: 'Daniel E. Will'
Subject: RE: Discovery Issues

Dan,

For our mutual benefit I attach my notes of our discussion on the discovery issues.

Ned

W. E. Whittington, Esq.
Whittington Law Associates, PLLC
35 South Main Street
Hanover, NH 03755
(603) 643-2755 (voice)
(603) 643-6490 (fax)
Web: www.whittington-law.com

VTW/COM

Whittington Law Associates, PLLC MEMORANDUM

To: File
From: WEW
Client: VTW/Timberpeg
Date: June 19, 2004
Re: VTW – Motion to Compel

On this date, I reviewed our draft motion to compel with Dan Will, who is committed to respond as follows:

RTA 9. Timberpeg will supplement. He claims his sole beef is with the term “standard design,” and he says that they have no standard designs. He will clarify that.

RTA 21 Timberpeg will supplement to indicate the design agreement is the sole written contract.

RTA 22 Timberpeg will supplement.

Interrog 1 Timberpeg will supplement and give us the information.

Interrog 3 Timberpeg will supplement.

Interrog 10 Timberpeg will supplement to break down the hours between T-peg and TEI.

Interrog 11 & 12

Will indicates that this is extremely burdensome, as there were more than 200 projects in the period he indicated. We agreed that he would provide us 20 projects, chosen by me as June and July of 2002 (the approximate time of the VTW erection of frame) with enough additional ones in August to hit the bogey of 20.

Interrog 13 I don't know that we discussed this one. Perhaps this is an oversight.

Interrog 15 He indicates that the expenditures are shown by their accounting documents, TIM355 – 366, plus the expense reports of Timberpeg personnel.

Interrog 17 Timberpeg will supplement to explain how they computed gross profit margin of 50.78%.

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Interrog 18 Will pointed out that they have already produced this information, I agree, and I am withdrawing this complaint.

Interrog 20 Will indicates that Isbitski is the only one. I don't know if they will supplement or not. I am not likely to press this.

Interrog 21 Will indicates that he will supplement this by adding the VTW shop drawings to their response.

Interrog 20, 23 & 24
documents.

RTP 8 (Contracts between Timberpeg Design Services and Plaintiffs).

I have agreed to limit this to any such documents relating to Isbitski, and any documents governing the relationship between Design Services and the Plaintiffs generally. Obviously, this would exclude the many e-mails and other communications dealing solely with other customers of Timberpeg.

WEW/ffw