

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-KSB

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2003

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____

Commission file number: 0-25909

Multi-Tech International, Corp.
(Name of small business issuer in its charter)

Nevada
(State or other jurisdiction of
incorporation or organization)

86-0931332
(IRS Employer
Identification No.)

9974 Huntington Park Drive
Strongsville, OH
(Address of principal executive offices)

44136-2516
(Zip Code)

440-759-7470
(Issuer's telephone number)

Securities registered under Section 12(b) of the Exchange Act:
None

Securities registered under Section 12(g) of the Exchange Act:
Common Stock, par value \$.001
(Title of class)

Check whether the issuer (1) filed all reports required to be filed by
Section 13 or 15(d) of the Exchange Act during the past 12 months (or for
such shorter period that the registrant was required to file such reports),
and (2) has been subject to such filing requirements for the past 90 days.
Yes No

Check if no disclosure of delinquent filers in response to Item 405 of
Regulation S-B is contained in this form, and no disclosure will be contained,
to the best of registrant's knowledge, in definitive proxy or information
statements incorporated by reference in Part III of this Form 10-KSB or any
amendment to this Form 10-KSB.

State issuer's revenues for its most recent fiscal year: 0

State the aggregate market value of the voting and non-voting common equity
held by non-affiliates computed by reference to the price at which the common
equity was sold, or the average bid and asked price of such common equity, as
of a specified date within the past 60 days: \$ 696,000 as of March 31, 2004.

State the number of shares outstanding of each of the issuer's classes of
common equity, as of the latest practicable date: 20,000,000 as of March 31,
2004

Transitional Small Business Disclosure Format (Check one): Yes; No

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Disclosure Regarding Forward-Looking Statements

Under the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995 (the "PSLRA"), we caution readers regarding forward looking statements found in this report and in any other statement made by, or on our behalf, whether or not in future filings with the Securities and Exchange Commission. Forward-looking statements are statements not based on historical information and which relate to future operations, strategies, financial results or other developments. Forward looking statements are necessarily based upon estimates and assumptions that are inherently subject to significant business, economic and competitive uncertainties and contingencies, many of which are beyond our control and many of which, with respect to future business decisions, are subject to change. These uncertainties and contingencies can affect actual results and could cause actual results to differ materially from those expressed in any forward-looking statements made by or on our behalf. We disclaim any obligation to update forward-looking statements. This report contains forward-looking statements. The forward-looking statements include all statements that are not statements of historical fact. The forward-looking statements are often identifiable by their use of words such as "may," "expect," "believe," "anticipate," "intend," "could," "estimate," or "continue," "plans" or the negative or other variations of those or comparable terms. Our actual results could differ materially from the anticipated results described in the forward-looking statements. Factors that could affect our results include, but are not limited to, those discussed in Item 6, "Management's Discussion and Analysis or Plan of Operation" and included elsewhere in this report.

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PART I

ITEM 1. DESCRIPTION OF BUSINESS.

Background and Organization

Multi-Tech International, Corp., a developmental stage company, hereinafter referred to as "the Company", "we" or "us", was originally organized by the filing of Articles of Incorporation with the Secretary of State of the State of Nevada on September 21, 1998 under the name Oleramma, Inc. The Articles of Incorporation authorized the issuance of one hundred fifty million (105,000,000) shares, consisting of one hundred million (100,000,000) shares of Common Stock at par value of \$0.001 per share and five million (5,000,000) shares of Preferred Stock at par value of \$0.001. As of December 31, 2003, we had 16,851,920 shares of Common Stock outstanding, no Preferred Stock issued or outstanding, options to purchase 50,000 shares of Common Stock at \$1.00 per share and options to purchase 50,000 shares of Common Stock at \$1.50 per share.

We were a company that hoped to develop a genetically engineered Pima cotton seed, with a virus fatal to the bollworm. It was our hope to enter the marketplace as the first genetically engineered Pima cotton, which is genetically superior in combating infestations. Unfortunately we were not able to achieve our original goals and on December 31, 2000 we changed our name to BUCKTV.COM, Inc. pursued and began a new direction. At this time our principal business strategy was to market consumer products through an Interactive Website, and to promote this Website through commercial radio promotions, and Internet search engines, utilizing the talent and skills of a famous radio/television personality. However, this was unsuccessful and we began a search for new opportunities.

On November 15, 2002, pursuant to an Asset Purchase Agreement (the "Agreement") we acquired all the assets of AlphaCom, Inc. ("Alphacom"), setting a new strategic direction for the Company, and changed the name of the Company to Multi-Tech International, Inc. ("Multi-Tech" OTCBB:MLTI) and new management joined the Company. On November 13, 2003 it was mutually agreed to void this agreement. In connection with this the Company is now actively pursuing companies to acquire, merge or otherwise enter into a business combination.

Asset Purchase Agreement

Pursuant to the Agreement we issued a total of 30,320,552 shares of our Common Stock (the "Shares") and a promissory note in the amount of \$4,319,000 payable to Alphacom representing 74.1 percent of our outstanding shares of Common Stock in exchange for all of the assets of Alphacom including all business and technologic developments and licensing and marketing rights to such assets. The Shares are being held in escrow for 12 months pursuant to the terms of the Agreement, and are subject to downward adjustment based upon financial contingencies set forth in the Agreement. The acquisition has been accounted for under purchase method accounting. As a condition to the closing we effected a 1-for-14.525 reverse split of our Common Stock in November 2002.

This Agreement was voided by both parties on November 13, 2003 and the note was cancelled and the issuance of the shares was also cancelled.

Lack of Liability Coverage

We do not maintain any liability coverage. In the event of any claim against us or any of our assets we may not have the resources to defend the Company which could have a material adverse effect on the future prospects.

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Pursuit of Strategic Acquisitions and Alliances

We believe there are numerous opportunities to acquire other businesses with established bases, compatible operations, experience with additional synergistic aspects, and experienced management. We believe, that these acquisitions, if successful, will result in mutually beneficial opportunities, and could lead to an increase in our revenue and income growth. We intend to seek opportunities to acquire businesses, services and/or technologies that we believe will complement our business operations. We plan to seek opportunistic acquisitions that may provide complementary services, expertise or access to certain markets. No specific acquisition candidates have been identified, and no assurance can be given that any transactions will be effected, or if effected, will be successful.

In addition, we may execute strategic alliances with partners who have established operations. As part of these joint venture agreements, we may make investments in or purchase a part ownership in these joint ventures. We believe that joint venture relationships, if successful, will result in synergistic opportunities, allowing us to gain additional insight, expertise and penetration in markets where joint venture partners already operate, and may increase our revenue and income growth. No specific joint venture agreements have been signed, and no assurance can be given that any agreements will be effected, or if effected, will be successful.

At present, the Company is utilizing the resources of its major shareholders and directors to fund operations. Nominal funds have been received from sales to date of \$ 4,280 and from the sale of some of the Company's equipment totaling \$7,287 and will not increase significantly over the next twelve months.

The Company has not achieved revenues or profitability to date, and the Company anticipates that it will continue to incur net losses for the foreseeable future. As of December 31, 2003, the Company had an accumulated deficit of Eleven million one hundred and twelve thousand three hundred and eleven (\$11,112,311) dollars. The Company expects that its operating expenses will increase significantly during the next several months, especially in the areas of business development and sales and marketing. The Company is seeking a merger candidate and as such will have no revenues until a suitable business is found. Even if the Company is able to merge with a suitable business there is no guarantee that it will be profitable and/or generate sufficient cash flows.

RESIGNATION OF OFFICERS AND DIRECTORS

David Boon resigned as Chief Operating Officer on March 30, 2003.

Steven Coutoumanos resigned as an Chief Executive Officer on June 9, 2003 and as a member of the Board of Directors on June 25, 2003.

Mark P. Wing resigned as a member of the Board of Directors on June 25, 2003.

Reverend Richard Rasch resigned as a member of the Board of Directors on June 25, 2003.

John J. Craciun, III resigned as President and member of the Board of Directors on June 30, 2003.

CURRENT BOARD OF DIRECTORS AND OFFICERS

Dr. David F. Hostelley, CPA	Board of Directors	Interim President, Secretary/Treasurer, and CFO.
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Dr. Dennis Byrne	Board of Directors	Assistant Secretary
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The Board of Directors is actively seeking other Board members and a President with a business development background.

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ITEM 2. DESCRIPTION OF PROPERTY.

Office space is provided without charge by the CEO. The company does not own or rent any property.

ITEM 3. Legal Proceedings

There are no current legal proceedings in connection with the Company.

ITEM 4: Submission of Matters to a Vote of Security Holders

No matters were submitted to a vote of security holders during the fourth quarter of the fiscal year ended December 31, 2003.

PART II

ITEM 5. MARKET FOR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS.

Market Information

Our common stock was cleared for trading on the OTC Bulletin Board system under the symbol OLRM on November 2, 1999. On November 22, 2002 our symbol changed to MLTI. A very limited market exists for the trading of our common stock. On October 25, 2002 a 14.525 for 1 reverse split of our common stock was effected.

The table below sets forth the high and low bid prices of our common stock for each quarter shown. Quotations reflect inter-dealer prices, without retail mark-up, mark-down or commission and may not represent actual transactions.

Fiscal 2002	High	Low
Quarter Ended March 31, 200	.14	.04
Quarter Ended June 30, 2002	.09	.01
Quarter Ended September 30, 2002	.03	.01
Quarter ended December 31, 2002	.025	.001
Fiscal 2003	High	Low
Quarter Ended March 31, 2003	.40	.20
Quarter Ended June 30, 2003	.12	.05
Quarter Ended September 30, 2003	.02	.02
Quarter ended December 31, 2003	.015	.015

Holders

As of March 31, 2004, there were 889 holders of record of our common stock.

Dividends

Holders of common stock are entitled to receive such dividends as the board of directors may from time to time declare out of funds legally available for the payment of dividends. No dividends have been paid on our common stock, and we do not anticipate paying any dividends on our common stock in the foreseeable future.

Recent Sales of Unregistered Securities

On November 20, 2002 we effected a 14.525 to 1 reverse stock split of our common stock, after which there were six million five hundred thousand and three hundred and eighty-two (6,500,382) common shares outstanding.

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On November 20, 2002 we issued 30,320,552 shares of common stock to Alphacom in connection with the Asset Purchase Agreement.

On December 12, 2002 we issued one million (1,000,000) shares of common

stock.

On December 9, 2002 we issued 3,087,000 shares of common stock.

On December 10, 2002 issued options to purchase 50,000 shares of common stock at \$1.00 per share, which expire on December 10, 2005, and options to purchase 50,000 shares of common stock at \$1.50 per share³ and has until December 10, 2005.

On January 15, 2003 we cancelled 500,000 shares of common stock in cancellation of a consulting agreement.

On January 15, 2003 we cancelled 150,000 shares of common stock in cancellation of a consulting agreement.

On April 8, 2003 we issued 70,000 shares of common stock for services.

On April 8, 2003 we issued 100,000 shares of common stock for services.

On May 20, 2003 we issue 30,000 shares of common stock for services.

On May 20, 2003 we issued 2,000,000 shares of common stock for services.

On May 20, 2003 we issued 200,000 shares of common stock for services.

On May 20, 2003 we issued 100,000 shares of common stock for services.

On June 9, 2003 we cancelled 2,000,000 shares of common stock in cancellation of a consulting agreement.

On June 24, 2003 we issued 500,000 shares of common stock for services.

On June 28, 2003 we issued 500,000 shares of common stock for services.

On June 28, 2003 we issued 400,000 shares of common stock for services.

On June 30, 2003 we issued 500,000 shares of common stock for services.

On July 9, 2003 we issued 50,000 shares of common stock for services.

On July 10, 2003 we issued 125,000 shares of common stock for services.

On August 10, 2003 we issued 125,000 shares of common stock for services.

On September 10, 2003 we issued 125,000 shares of common stock for services.

On November 11, 2003 we issued 100,000 shares of common stock for services.

On November 13, 2003 we cancelled 30,320,552 shares of common stock in cancellation of the contract with AlphaCom, Inc. as it pertains to the asset purchase agreement.

On November 13, 2003 we issued 4,604,534 common shares for cash of \$23,023.

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On November 13, 2003 we issued 1,000,000 shares of common stock for services.

On November 13, 2003 we issued 150,000 shares of common stock as a loan incentive.

On December 30, 2003 we cancelled 200,000 shares of common stock in cancellation of a consulting agreement.

On December 30, 2003 we cancelled 65,000 shares of common stock in cancellation of an agreement.

On December 30, 2003 we cancelled 1,000,000 shares of common stock in cancellation of a consulting agreement.

ITEM 6. MANAGEMENT'S DISCUSSION AND ANALYSIS OR PLAN OF OPERATION.

General

We will need to generate increased revenues to achieve profitability. To the extent that increases in operating expenses precede or are not subsequently followed by commensurate increases in revenues, or if are unable

to adjust operating expense levels accordingly, our business, results of operations and financial condition would be materially and adversely affected. There can be no assurances that we can achieve or sustain profitability or that our operating losses will not increase in the future.

Our future success is substantially dependent upon the following:

Results of Operations

We have not generated any revenues to date. We do not expect to generate significant revenues over the next approximately to twelve (12) months. During calendar year 2003 we had net losses of \$316,307 compared with net income of \$87,033 during fiscal 2002.

Liquidity and Capital Resources

The Company's capital requirements have historically consisted of funding operations and capital expenditures through the sale of common stock and the exchange of common stock for services. The Company has no significant revenue from operations.

Net cash provided from operating activities for the twelve months ended December 31, 2003 was \$ 7,184 compared with cash provided from operating activities for the year ended December 31, 2002 of \$234,623 which included a gain on settlement of debt of \$ 300,000.

The Company's working capital deficiency is currently \$ 300,762 for the year ended December 31, 2003 compared with \$4,239,588 for 2002. The greatest portion of the deficiency for 2002 relates to a note payable in connection with the asset purchase, which may be reduced if certain conditions relating to the asset purchase as described above. This note was cancelled on November 13, 2003 as a result of the mutually voiding of the agreement that generated the note.

The ability of the company to meet its business objectives as described above depend upon the Company raising the required capital. The Company is exploring a number of funding opportunities at the moment. Discussions have been on a verbal basis only to date.

The Company has no material commitments for capital expenditures nor does it foresee the need for such expenditures over the next year.

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We have limited financial resources available, which has an adverse impact on our liquidity, activities and operations. These limitations have adversely affected our ability to obtain certain projects and pursue additional business. There is no assurance that the proceeds that we will be able to raise will be sufficient funding to enhance our financial resources sufficiently to generate profits.

ITEM 7. FINANCIAL STATEMENTS.

MULTI-TECH INTERNATIONAL, CORP.
(A DEVELOPMENT STATE COMPANY)

FINANCIAL STATEMENTS

December 31, 2003 and December 31, 2002

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Multi Tech International Corp.

We have audited the accompanying balance sheets of Multi Tech International Corp. (A Development Stage Company) as of December 31, 2003 and 2002, and the related statement of operations, cash flows, and changes in stockholders' equity for the years then ended and for the period September 21, 1998 (inception) to December 31, 2003. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Multi Tech International Corp, at December 31, 2003 and 2002, and the results of their operations and their cash flows for the years then ended and for the period, September 21, 1998 (inception) to December 31, 2003 in conformity with accounting principles generally accepted in the United States.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 9 to the financial statements, the Company's recurring losses from operations raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 9. The financial statements do not include any adjustments that might result from the outcome of this uncertainty

Michael Johnson & Co., LLC
Denver, Colorado
April 12 , 2004

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MULTI-TECH INTERNATIONAL, CORP.
(A DEVELOPMENT STATE COMPANY)

BALANCE SHEET

<TABLE>
<CAPTION>

	DECEMBER 31, 2003	DECEMBER 31, 2002
	-----	-----
<S>	<C>	<C>
ASSETS		
CURRENT		
Cash	\$ 19	\$ 0
Marketable securities	0	36,100
Prepaid assets and sundry assets	23	55,348
	-----	-----
Total Current Assets	42	91,448
	-----	-----
FIXED (NET OF ACCUMULATED DEPRECIATION)		
Equipment	0	33,479
Office furniture	0	5,619
Leasehold improvements	0	5,959
Vehicle	0	1,328
	-----	-----
TOTAL FIXED ASSETS	0	46,385

OTHER		
Patents rights	0	4,204,744
Total Other Assets	0	4,204,744
TOTAL ASSETS	\$ 42	\$ 4,342,577

</TABLE>

The accompanying notes are an integral part of these financial statements.

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MULTI-TECH INTERNATIONAL, CORP.
(A DEVELOPMENT STATE COMPANY)

BALANCE SHEET

<TABLE>
<CAPTION>

	DECEMBER 31, 2003	DECEMBER 31, 2002
<S>	<C>	<C>
LIABILITIES		
CURRENT		
Accounts payable	\$ 124,559	\$ 18,434
Accrued Wages	150,000	0
Loans payable	26,226	10,826
Note payable	0	4,301,776
total Current Liabilities	300,785	4,331,036
STOCKHOLDERS' EQUITY		
Preferred stock, authorized 5,000,000 shares par value \$0.001 - issued and outstanding - none	-	-
Common stock, authorized 100,000,000 shares, par value \$0.001 issued and outstanding 16,851,920 (2002 - 40,907,934)	16,852	40,908
Additional Paid in Capital	9,975,845	9,947,766
Donated Capital	818,871	818,871
Deficit accumulated during development stage	(11,112,311)	(10,796,004)
Total Stockholders' Equity	(300,743)	11,541
Total Liabilities and Stockholders' Equity	\$ 42	\$ 4,342,577

</TABLE>

The accompanying notes are an integral part of these financial statements.

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MULTI-TECH INTERNATIONAL, CORP.
(A DEVELOPMENT STATE COMPANY)
STATEMENT OF OPERATIONS

<TABLE>
<CAPTION>

FROM
SEPT 21, 1998

	YEAR ENDED DECEMBER 31, 2003	YEAR ENDED DECEMBER 31, 2002	(INCEPTION) DECEMBER 31, 2003
<S> REVENUE	<C> \$ 0	<C> \$ 197	<C> \$ 197
EXPENSES			
Selling, general and administrative expenses	315,586	213,164	11,411,787
Total Operating Expenses	315,586	213,164	11,411,787
NET LOSS BEFORE UNDERNOTED ITEM	(315,586)	(212,967)	(11,411,590)
GAIN ON SETTLEMENT OF DEBT		300,000	300,000
LOSS ON DISPOSAL OF ASSETS	(721)	0	(721)
NET INCOME (LOSS) FROM OPERATIONS	\$ (316,307)	\$ 87,033	\$ (11,112,311)
Weighted average number of shares outstanding	11,666,882	10,565,237	16,851,920
Net income (loss) per share	\$ (0.03)	\$ 0.01	\$ (0.66)

</TABLE>

The accompanying notes are an integral part of these financial statements.

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MULTI-TECH INTERNATIONAL, CORP.
(A DEVELOPMENT STATE COMPANY)
STATEMENT OF CASH FLOWS

<TABLE>
<CAPTION>

	YEAR ENDED DECEMBER 31, 2003	YEAR ENDED DECEMBER 31, 2002	FROM SEPT 21, 1998 (INCEPTION) DECEMBER 31, 2003
<S> CASH FLOW FROM OPERATING ACTIVITIES	<C>	<C>	<C>
Net Income (Loss)	\$ (316,307)	\$ 87,033	\$ (11,112,311)
Adjustments to reconcile net income (loss) to net cash in operating activities:			
Stock issued for services	11,320	8,174	9,752,599
Depreciation and Amortization	0	0	3,825
Loss on disposal of fixed assets	721	0	721
Change in assets and liabilities			
(Increase) Decrease in prepaid expenses	55,325	120,982	(23)
Increase in accounts payable	106,125	18,434	124,559
Increase in Accrued Wages	150,000	0	150,000
Cash Used In Operating Activities	7,184	234,623	(1,080,630)

Cash Flow From Financing

Activities			
Increase in loans payable	15,400	10,826	26,226
Stock issued on account of purchase of assets -	(30,321)	30,321	0
Note payable on account of purchase of assets	(4,301,776)	4,301,776	0
Issuance of common stock for cash -	23,023	0	239,397
Decrease in Loan to director	0	(300,000)	0
Donated capital	0	0	818,871

Cash Provided by Financing Activities	(4,293,674)	4,042,293	1,084,494

Cash Flow From Investing Activities			
Reversal (Purchase) of fixed assets	38,377	(37,070)	(11,133)
Disposal of fixed assets	7,287	0	7,287
Reversal (Acquisition) of marketable securities	36,100	(36,100)	0
Reversal (Acquisition) of patents rights	4,204,744	(4,204,744)	0

Cash Used In Investing Activities	4,283,508	(4,277,917)	(3,846)

Increase (Decrease) In Cash	\$ 18	\$ (368)	\$ 18
Cash and Cash Equivalents Beginning of Year	\$ 0	\$ 368	\$ 0

Balance at end of period	\$ 18	\$ 0	\$ 18

SUPPLEMENTARY INFORMATION

Interest Paid	\$ 42	\$ 0	\$ 42
Taxes paid	\$ 0	\$ 0	\$ 0

</TABLE>

The accompanying notes are an integral part of these financial statements.

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MULTI-TECH INTERNATIONAL, CORP.
(A DEVELOPMENT STAGE COMPANY)
STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY
FROM INCEPTION (SEPTEMBER 21, 1998) TO DECEMBER 31, 2003

<TABLE>
<CAPTION>

	COMMON STOCK SHARES	AMOUNT	ADDITIONAL PAID IN CAPITAL	DONATED CAPITAL	DEFICIT ACCUMULATED DURING DEVELOPMENT STAGE	TOTAL STOCKHOLDERS' EQUITY
<S>	<C>	<C>	<C>	<C>	<C>	<C>
September 21, 1998- issued for cash	3,000,000	\$ 3,000	\$ 5,016	\$ -	\$ -	\$ 8,016
Net loss for year ended December 31, 1998	-	-	-	-	(6,841)	(6,841)

Balances as at December 31, 1998	3,000,000	3,000	5,016	-	(6,841)	1,175
February 28, 1999 - issued from sale of public offering	767,000	767	37,591	-	-	38,358
Net loss for year ended December 31, 1999	-	-	-	-	(28,815)	(28,815)
Balances as at December 31, 1999	3,767,000	3,767	42,607	-	(35,656)	10,718
March 10, 2000 - issued for cash	3,000,000	3,000	27,000	-	-	30,000
March 28 2000 - issued for services	1,675,000	1,675	2,929,575	-	-	2,931,250
April 24, 2000 - issued for advertising services	1,000,000	1,000	1,199,000	-	-	1,200,000
June 5, 2000 - issued for services	200,000	200	119,800	-	-	120,000
June 15, 2000 - issued for services	944,220	944	376,744	-	-	377,688
July 21, 2000 - issued for services	500,000	500	134,500	-	-	135,000
July 21, 2000 - issued for services	2,000,000	2,000	538,000	-	-	540,000

</TABLE>

The accompanying notes are an integral part of these financial statements.

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MULTI-TECH INTERNATIONAL, CORP.
(A DEVELOPMENT STAGE COMPANY)
STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY
FROM INCEPTION (SEPTEMBER 21, 1998) TO DECEMBER 31, 2003

<S>	COMMON STOCK SHARES <C>	AMOUNT <C>	ADDITIONAL PAID IN CAPITAL <C>	DONATED CAPITAL <C>	DEFICIT ACCUMULATED DURING DEVELOPMENT STAGE <C>	TOTAL STOCKHOLDERS' EQUITY <C>
July 14, 2000 - issued for services	575,000	575	154,675	-	-	155,250
August 7, 2000 - issued for services	660,000	660	184,140	-	-	184,800
September 13, 2000 - issued for services	760,000	760	212,040	-	-	212,800
November 9, 2000 - issued for services	5,000,000	5,000	1,395,000	-	-	1,400,000
December 22, 2000 - issued for services	5,720,500	5,720	1,596,020	-	-	1,601,740
Shareholder donated capital	-	-	-	730,936	-	730,936
Net Loss for year ended December 31, 2000	-	-	-	-	(4,391,448)	(4,391,448)
Balances as at December 31, 2000	25,801,720	25,801	8,909,101	730,936	(4,427,104)	5,238,734
March 2, 2001 - issued for services	10,890,000	10,890	479,160	-	-	490,050
April 11, 2001 - issued for						

services	22,625,000	22,625	181,000	-	-	203,625
April 11, 2001 - sold shares to qualified investor	12,500,000	12,500	57,500	-	-	70,000
May 15, 2001 - sold shares to qualified investor	12,500,000	12,500	57,500	-	-	70,000
June 1, 2001 - issued for services	3,500,000	3,500	171,500	-	-	175,000
Shareholder paid expenses of business	-	-	-	87,935	-	87,935

</TABLE>

The accompanying notes are an integral part of these financial statements.

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MULTI-TECH INTERNATIONAL, CORP.
(A DEVELOPMENT STAGE COMPANY)
STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY
FROM INCEPTION (SEPTEMBER 21, 1998) TO DECEMBER 31, 2003

<TABLE>
<CAPTION>

	COMMON STOCK SHARES	AMOUNT	ADDITIONAL PAID IN CAPITAL	DONATED CAPITAL	DEFICIT ACCUMULATED DURING DEVELOPMENT STAGE	TOTAL STOCKHOLDERS' EQUITY
<S>	<C>	<C>	<C>	<C>	<C>	<C>
2001 - issued restricted shares	6,601,633	6,602	-	-	-	6,602
Net Loss for year ended December 31, 2001	-	-	-	-	(6,455,933)	(6,455,933)
Balances as at December 31, 2001	94,418,353	94,418	9,855,761	818,871	(10,833,037)	(113,987)
November 15, 2002 - Reverse Stock Split (14.525:1)	(87,917,971)	(87,918)	87,918	-	-	0
Balances - post stock split	6,500,382	6,500	9,943,679	818,871	(10,833,037)	(113,987)
December 9, 2002 - issued for asset purchase	30,320,522	30,321	-	-	-	30,321
December 9, 2002 - issued for services	4,087,000	4,087	4,087	-	-	8,174
Net Income for year ended December 31, 2002					87,033	87,033
Balances as at December 31, 2002	40,907,934	\$ 40,908	\$9,947,766	\$ 818,871	\$(10,796,004)	\$ 11,541
January 15, 2003 - cancelled consulting services of GCD Investments, LLC	(500,000)	(500)	(500)	-	-	(1,000)
January 15, 2003 - cancelled consulting services of Rodney R. Schoemann	(150,000)	(150)	(150)	-	-	(300)
April 8, 2003 - issued for services	70,000	70	70	-	-	140

</TABLE>

The accompanying notes are an integral part of these financial statements.

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MULTI-TECH INTERNATIONAL, CORP.
(A DEVELOPMENT STAGE COMPANY)
STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY

<TABLE>
<CAPTION>

<S>	COMMON STOCK SHARES <C>	AMOUNT <C>	ADDITIONAL PAID IN CAPITAL <C>	DONATED CAPITAL <C>	DEFICIT ACCUMULATED DURING DEVELOPMENT STAGE <C>	TOTAL STOCKHOLDERS' EQUITY <C>
April 8, 2003 - issued for services	100,000	100	100	-	-	200
May 20, 2003 - issued for services	30,000	30	30	-	-	60
May 20, 2003 - issued for services	2,000,000	2,000	2,000	-	-	4,000
May 20, 2003 - issued for services	200,000	200	200	-	-	400
May 20, 2003 - issued for services	100,000	100	100	-	-	200
June 9, 2003 - issued for services	(2,000,000)	(2,000)	(2,000)	-	-	(4,000)
June 24, 2003 - issued for services	500,000	500	500	-	-	1,000
June 28, 2003 - issued for services	400,000	400	400	-	-	800
June 30, 2003 - issued for services	500,000	500	500	-	-	1,000

</TABLE>

The accompanying notes are an integral part of these financial statements.

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MULTI-TECH INTERNATIONAL, CORP.
(A DEVELOPMENT STAGE COMPANY)
STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY
FROM INCEPTION (SEPTEMBER 21, 1998) TO DECEMBER 31, 2003

<TABLE>
<CAPTION>

<S>	COMMON STOCK SHARES <C>	AMOUNT <C>	ADDITIONAL PAID IN CAPITAL <C>	DONATED CAPITAL <C>	DEFICIT ACCUMULATED DURING DEVELOPMENT STAGE <C>	TOTAL STOCKHOLDERS' EQUITY <C>
July 9, 2003 - issued for services	50,000	50	50	-	-	100
July 10, 2003 - issued for services	125,000	125	125	-	-	250
August 10, 2003 - issued for services	125,000	125	125	-	-	250
September 10, 2003 - issued for services	125,000	125	125	-	-	250
November 11, 2003 - issued for services	100,000	100	100	-	-	200
November 13, 2003 - voided contract with AlphaCom, Inc.	(30,320,552)	(30,321)		-	-	(30,321)
November 13, 2003 - issued for cash	4,604,538	4,605	18,418	-	-	23,023

November 13, 2003 - issued for services	1,000,000	1,000	9,000	-	-	10,000
November 13, 2003 - issued As loan incentive	150,000	150	150	-	-	300
December 30, 2003 shares returned by consultant	(200,000)	(200)	(200)	-	-	(400)
December 30, 2003 shares returned by consultant	(65,000)	(65)	(65)	-	-	(130)
December 30, 2003 shares returned by consultant	(1,000,000)	(1,000)	(1,000)	-	-	(2,000)
Net Loss for year ended December 31, 2003	-	-	-	-	(316,307)	(316,307)
Balances as at December 31, 2003	16,851,920	126,852	9,975,844	818,871	(11,112,311)	(300,744)

</TABLE>

The accompanying notes are an integral part of these financial statements.

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MULTI-TECH INTERNATIONAL, CORP.
(A DEVELOPMENT STAGE COMPANY)
NOTES TO FINANCIAL STATEMENTS
AS AT DECEMBER 31, 2003

1. ORGANIZATION AND BASIS OF PRESENTATION

Nature of Business

Multi-Tech International, Corp. (the "Company") was incorporated on September 21, 1998 under the laws of the State of Nevada. The Company was originally incorporated under the name of Oleramma Inc. On April 28, 1999, the Company changed its name to BuckTV, Com, Inc. on the basis that the Company would market consumer products through an Interactive Web site. The Company's primary business operations are to engage in any lawful activity. The Company again changed its name in November 2002 to Multi-Tech International, Corp to more accurately describe the direction in which the Company has taken which is more accurately described below reflecting the acquisition made on November 15, 2002 as set out in Note 7 below. The Company trades on OTCBB as MLTI.

On November 13, 2003 the Company agreed to mutually void the transaction of November 15, 2002, whereby the Company acquired all the assets of AlphaCom, Inc., setting a new strategic direction for the Company. The Company's principal business was in the field of spectrum technologies for communications.

The Company is focused on acquiring profitable businesses so that it can move forward positively.

The Company's fiscal year end is December 31.

Development Stage Enterprise

The Company's activities are accounted for as those of a "Development Stage Enterprise" as set forth in Financial Accounting Standards Board Statement No. 7 ("SFAS 7"). Among the disclosures required by SFAS 7 are that the Company's financial statements be identified as those of a development stage company, and that the statements of operations, stockholders' equity (deficit) and cash flows disclose activity since the date of the Company's inception.

2. SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

These financial statements are presented on the accrual method of accounting in accordance with generally accepted accounting principles accepted in the United States.

Use of Estimates

The preparation of financial statements in conformity with generally

accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results may differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid debt instruments and investments, purchased with an original maturity date of three months or less, to be cash equivalents.

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MULTI-TECH INTERNATIONAL, CORP.
(A DEVELOPMENT STAGE COMPANY)
NOTES TO FINANCIAL STATEMENTS
AS AT DECEMBER 31, 2003

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

Fixed Assets

All fixed assets are recorded at their acquisition price. The Company uses straight-line depreciation on these assets over their estimated useful life. However, in view of the voiding of the AlphaCom contract the Company did not own any fixed assets as of November 13, 2003.

Income Taxes

The Company accounts for income taxes under SFAS No. 109, which requires the asset and liability approach to accounting for income taxes. Under this method, deferred assets and liabilities are measured based on differences between financial reporting and tax bases of assets and liabilities measured using enacted tax rates and laws that are expected to be in effect when differences are expected to reverse.

Net earnings (loss) per share

Basic and diluted net loss per share information is presented under the requirements of SFAS No. 128, Earnings per Share. Basic net loss per share is computed by dividing net loss by the weighted average number of shares of common stock outstanding for the period, less shares subject to repurchase. Diluted net loss per share reflects the potential dilution of securities by adding other common stock equivalents, including stock options, shares subject to repurchase, warrants and convertible preferred stock, in the weighted-average number of common shares outstanding for a period, if dilutive. All potentially dilutive securities have been excluded from this computation, as their effect is anti-dilutive.

Fair Value of Financial Instruments

The carrying amount of cash, marketable securities, prepaid expenses and sundry assets, accounts payable, loans payable, and notes payable are considered to be representative of their respective fair values because of the short-term nature of these financial instruments

Recently Issued Accounting Standards

In November 2002, the FASB issued Interpretation, or FIN, No. 45, "Guarantor's Accounting and Disclosure Requirements for Guarantees, including Indirect Guarantees of Indebtedness of Others." FIN 45 elaborates on the existing disclosure requirements for most guarantees, including residual value guarantees issued in conjunction with operating lease agreements. It also clarifies that at the time a company issues a guarantee, the company must recognize an initial liability for the fair value of the obligation it assumes under the guarantee and must disclose that information in its interim and annual financial statements. The initial recognition and measurement provisions apply on a prospective basis to guarantees issued or modified after December 31, 2002. The disclosure requirements are effective for the financial statements of interim or annual periods ending after December 15, 2002. Our adoption of FIN 45 will not have a material impact on our results of operations and financial position.

MULTI-TECH INTERNATIONAL, CORP.
(A DEVELOPMENT STAGE COMPANY)
NOTES TO FINANCIAL STATEMENTS
AS AT DECEMBER 31, 2003

2. SIGNIFICANT ACCOUNTING POLICIES (continued)

Recently Issued Accounting Standards (continued)

In December 2002, the FASB issued SFAS No. 148, "Accounting for Stock-Based Compensation -- Transition and Disclosure." This statement amends SFAS 123, "Accounting for Stock-Based Compensation," to provide alternative methods of transition for a voluntary change to the fair value based method of accounting for stock-based employee compensation. In addition, this statement amends the disclosure requirements of SFAS 123 to require prominent disclosures in both annual and interim financial statements about the method of accounting for stock-based accounting for employee compensation and the effect of the method used on reported results. The Company is currently evaluating whether to adopt the fair value based method.

In January 2003, the FASB issued FIN No. 46, "Consolidation of Variable Interest Entities." FIN No. 46 requires that unconsolidated variable interest entities be consolidated by their primary beneficiaries. A primary beneficiary is the party that absorbs a majority of the entity's expected losses or residual benefits. FIN No. 46 applies immediately to variable interest entities created after January 31, 2003 and to existing variable interest entities in the periods beginning after June 15, 2003. Our adoption of FIN No. 46 will not have a material impact on our results of operations and financial position.

On April 30, 2003 the FASB issued Statement No. 149, "Amendment of Statement 133 on Derivative Instruments and Hedging Activities." The Statement amends and clarifies accounting for derivative instruments, including certain derivative instruments embedded in other contracts, and for hedging activities under Statement 133. The amendments set forth in Statement 149 improve financial reporting by requiring that contracts with comparable characteristics be accounted for similarly. In particular, this Statement clarifies under what circumstances a contract with an initial net investment meets the characteristic of a derivative as discussed in Statement 133. In addition, it clarifies when a derivative contains a financing component that warrants special reporting in the statement of cash flows. This Statement is effective for contracts entered into or modified after June 30, 2003.

On May 15, 2003 the FASB issued Statement No. 150, "Accounting for Certain Financial Instruments with Characteristics of both Liabilities and Equity". The Statement improves the accounting for certain financial instruments that, under previous guidance, issuers could account for as equity. The new Statement requires that those instruments be classified as liabilities in statements of financial position. In addition to its requirements for the classification and measurement of financial instruments in its scope, Statement 150 also requires disclosures about alternative ways of settling the instruments and the capital structure of entities, all of whose shares are mandatorily redeemable. Most of the guidance in Statement 150 is effective for all financial instruments entered into or modified after May 31, 2003.

The company believes that none of the recently issued accounting standards will have a material impact on the financial statements.

MULTI-TECH INTERNATIONAL, CORP.
(A DEVELOPMENT STAGE COMPANY)
NOTES TO FINANCIAL STATEMENTS
AS AT DECEMBER 31, 2003

3. MARKETABLE SECURITIES

Management determines the appropriate classification of investments in debt and equity securities at the time of purchase and re-evaluates such designation as of each subsequent balance sheet date. Securities for which the Company has the ability and intent to hold to maturity are classified as "held to maturity". Securities classified as "trading securities" are recorded at fair value. Gains and losses on trading securities, realized and unrealized, are included in earnings and are calculated using the specific identification method. Any other securities are classified as "available for sale." At December 31, 2003 the Company had no marketable securities since these assets were returned to AlphaCom on November 13, 2003.

4. CAPITAL STOCK TRANSACTIONS

On September 22, 1998, the Company issued 3,000,000 shares of its \$0.001 par value common stock for cash of \$8,016.

On February 28, 1999, the Company completed a public offering that was registered with the State of Nevada pursuant to N.R.S. 90.490 and was exempt from federal registration pursuant to Regulation D, Rule 504 of the Securities Act of 1933 as amended. The Company sold 767,000 shares of Common Stock at a price of \$0.05 per share for a total amount raised of \$38,360.

On March 10, 2000, the Company issued 3,000,000 shares of its \$0.001 par value common stock for cash of \$30,000.

On March 28, 2000, the Company filed Form S-8 with the U.S. Securities and Exchange Commission and issued an additional 1,675,000 shares of its \$0.001 par value common stock for services to the Company for a total consideration of \$ 2,931,250.

On April 24, 2000, by Board Resolution the company issued 1,000,000 restricted 144 shares to BuckBuilders.com, Inc., for advertising the Company's website and auction partners plan for a total consideration of \$ 1,200,000.

On June 5, 2000, by Board Resolution the Company issued 200,000 restricted 144 shares to OTC Live, Inc for services for a total consideration of \$ 120,000.

On June 15, 2000, by Board Resolution the Company issued 944,220 restricted 144 shares to Myfreestore.com for services rendered for a total consideration of \$ 377,688.

On July 14, 2000, the Company filed Form S-8 with the U.S. Securities and Exchange Commission and issued an additional 575,000 shares of its \$0.001 par value common stock for services to the Company for a total consideration of \$ 155,250.

On July 21, 2000, by Board Resolution the company issued 500,000 restricted 144 shares to Rodney Schoemann, Sr. for services rendered for a total consideration of \$ 135,000.

On July 21, 2000, by Board Resolution the company issued 2,000,000 restricted shares to BuckBuilders.com, Inc. for services rendered for a total consideration of \$ 540,000.

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MULTI-TECH INTERNATIONAL, CORP.
(A DEVELOPMENT STAGE COMPANY)
NOTES TO FINANCIAL STATEMENTS
AS AT DECEMBER 31, 2003

4. CAPITAL STOCK TRANSACTIONS (continued)

On August 17, 2000 the Company filed Form S-8 with the U.S. Securities and Exchange Commission and issued an additional 660,000 shares of its \$0.001 par value common stock for services to the Company for a total consideration of \$ 184,800.

On September 13, 2000, by Board Resolution, the Company issued 760,000 restricted 144 shares to Washington Hamilton Group, for services to the Company for a total consideration \$ 212,800.

On November 9, 2000, by Board Resolution, the Company issued 5,000,000 shares of restricted 144 shares to Bry Behrmann and Larry E Hunter for services rendered for a total consideration of \$1,400,000.

On December 22, 2000, the Company issued 5,720,500 shares of restricted 144 shares to Stephen Bishop for services rendered for a total consideration of \$ 1,601,740.

On March 2, 2001, the Company filed Form S-8 with the U.S. Securities and Exchange Commission and issued an additional 10,890,000 shares of its \$0.001 par value common stock for services to the Company.

On April 11, 2001, the Company filed Form S-8 with the U.S. Securities and Exchange Commission and issued an additional 22,625,000 shares of its \$0.001 par value common stock for services to the Company.

On April 11, 2001 the Company issued 12,500,000 shares of its \$0.001 par value common stock for \$70,000 cash, to a qualified investor.

On May 15, 2001 the Company issued 12,500,000 shares of its \$0.001 par value common stock for \$70,000 cash, to a qualified investor.

On June 1, 2001, the Company filed Form S-8 with the U.S. Securities and Exchange Commission and issued an additional 3,500,000 shares of its \$0.001 par value common stock for services to the Company for a total consideration of \$ 175,000.

During various times of the year 2001, the Company issued a total of 6,601,633 shares of its \$0.001 par value common stock for services to the Company.

On November 20, 2002 the Company filed Form 8-K with the U.S. Securities and Exchange Commission indicating that at a Board Of Directors' meeting held on October 25, 2002 the Board announced a 14.525 to 1 reverse stock split, after which there were six million five hundred thousand and three hundred and eighty-two (6,500,382) common shares outstanding.

On November 20, 2002 the Company filed Form 8-K with the U.S. Securities and Exchange Commission indicating that the Company had acquired all of the assets of AlphaCom, Inc. in exchange for 30,320,552 of its \$0.001 par value of common stock and a note for \$4,319,000.

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MULTI-TECH INTERNATIONAL, CORP.
(A DEVELOPMENT STAGE COMPANY)
NOTES TO FINANCIAL STATEMENTS
AS AT DECEMBER 31, 2003

4. CAPITAL STOCK TRANSACTIONS (continued)

On December 9, 2002 the Company issued 3,087,000 of its \$0.001 par value common stock in exchange for services to the Company for a total consideration of \$6,174.

On December 12, 2002 the Company filed Form S-8 with the U.S. Securities and Exchange Commission and issued one million (1,000,000) of its \$0.001 par value common stock in exchange for services to the Company for a total consideration of \$2,000.

On January 15, 2003, certain consulting agreements were cancelled which resulted in the cancellation of 650,000 shares of common stock.

On April 4, 2003 the Company filed Form S-8 with the U.S. Securities and Exchange Commission and issued one hundred and thirty-five thousand (135,000) of its \$0.001 par value common stock in exchange for services to the Company for a total consideration of \$270.

On April 8, 2003 the Company issued 35,000 shares of its \$0.001 par value common stock in exchange for services to the Company for a

total consideration of \$70.

On May 19, 2003 the Company filed Form S-8 with the U.S. Securities and Exchange Commission and issued two million three hundred and thirty thousand (2,330,000) shares of its \$0.001 par value stock in exchange for services to the Company for a total consideration of \$4,660.

On June 9, 2003 the Company cancelled a certain consulting agreement, which resulted in the cancellation of 2,000,000 shares of common stock.

On June 2, 2003 the Company filed Form S-8 with the U.S. Securities and Exchange Commission for two million (2,000,000) shares of its \$0.001 par value common stock in exchange for services to the company for a total consideration of \$4,000. The agreement called for scheduled issuance of shares based upon performance, and the Company issued 500,000 shares of common stock as its initial payment, in exchange for services to the Company for a total consideration of \$1,000.

On June 28, 2003 the Company issued 400,000 shares of its \$0.001 par value common stock as consideration for entering into an employment agreement with the Secretary/Treasurer/CFO, for a total consideration of \$800.

On June 30, 2003 the Company issued 500,000 shares of its \$0.001 par value stock as agreed in the separation agreement with its President, for a total consideration of \$1,000.

On July 10, 2003 the Company issued 125, 000 shares of its \$0.001 par value stock pursuant to the June 2, 2003 registration statement.

On August 10, 2003 the Company issued 125, 000 shares of its \$0.001 Par value stock pursuant to the June 2, 2003 registration statement.

On September 10, 2003 the Company issued 125, 000 shares of its \$0.001 par value stock pursuant to the June 2, 2003 registration statement.

On November 11, 2003 the Company issued 100,000 shares of its \$ 0.001 Par value stock pursuant to the June 2, 2003 for services valued at \$ 200.

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MULTI-TECH INTERNATIONAL, CORP.
(A DEVELOPMENT STAGE COMPANY)
NOTES TO FINANCIAL STATEMENTS
AS AT DECEMBER 31, 2003

4. CAPITAL STOCK TRANSACTIONS (continued)

On November 13, 2003 the Company voided the contract with AlphaCom, Inc. and as result 30,320,552 shares previously issued were returned and cancelled.

On November 13, 2003 the Company issued 4,604,538 at a price of \$ 0.005 per share in order to settle debts totaling \$ 23,023.

On November 13, 2003 the Company issued 150,000 shares of its \$ 0.001 par value stock as a loan incentive to advance funds to the Company for a loan of \$15,440 at 10% annual interest rate.

On December 30, 2003 the Company cancelled a total of 265,000 shares that were returned by consultants.

5. INCOME TAXES

There has been no provision for U.S. federal, state, or foreign income taxes for any period because the Company has incurred losses in all periods and for all jurisdictions.

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities

for financial reporting purposes and the amounts used for income tax purposes. Significant components of deferred tax assets are as follows:

Deferred tax assets	
Net operating loss carry forwards	\$11,112,311
Valuation allowance for deferred tax assets	(11,112,311)

Net deferred tax assets	\$ -

Realization of deferred tax assets is dependent upon future earnings, if any, the timing and amount of which are uncertain. Accordingly, the net deferred tax assets have been fully offset by a valuation allowance. As of December 31, 2003, the Company had net operating loss carry forwards of approximately \$11,112,311 for federal and state income tax purposes. These carry forwards, if not utilized to offset taxable income begin to expire in 2013. Utilization of the net operating loss may be subject to substantial annual limitation due to the ownership change limitations provided by the Internal Revenue Code and similar state provisions. The annual limitation could result in the expiration of the net operating loss before utilization.

6. COMMITMENTS

All information in this category is superceded by the November 13, 2003 voiding of the Asset Purchase Agreement with AlphaCom, Inc., which was executed on November 14, 2002

Contracts

On the purchase of assets from Alphacom, Inc. as set out in 7 the Company has the following licenses and/or joint venture agreements in place. These Assets were returned to AlphaCom, Inc., as a result of the mutual voiding of the agreement on November 13, 2003.

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MULTI-TECH INTERNATIONAL, CORP.
(A DEVELOPMENT STAGE COMPANY)
NOTES TO FINANCIAL STATEMENTS
AS AT DECEMBER 31, 2003

6. COMMITMENTS (continued)

UNT, INC.

The Company has entered into a licensing agreement with UNT, Inc., a Pennsylvania company on July 29, 2002 which supercedes the original agreement entered into by Alphacom, Inc. in March 1999. The new agreement covers the territories of Israel and the Ukraine and calls for UNT, Inc. to remit to Alphacom 50% of any sublicense fees and to receive an ongoing royalty of \$ 2.00 per Subscriber per month whether such Subscriber is being billed for services or not. This agreement expires in July 2012. This asset was returned to AlphaCom, Inc., as a result of the mutual voiding of the agreement on November 13, 2003.

E:GO SYSTEMS.COM PLC

On March 6, 2000, Alphacom, Inc. entered into an exclusive license arrangement with E:Go Systems.com PLC which covers most of the European Union Countries. The initial license fee was \$ 500,000 cash and \$ 500,000 of equivalent value in the shares of E:Go. The Company is to receive an ongoing royalty of \$2.00 per Subscriber per month whether such Subscriber is being billed for services or not. Additional license fees will be payable totaling 50% of such license fees payable by sublicensees introduced by E:Go, or 70% if such sublicensees are introduced by the Company. This asset was returned to AlphaCom, Inc., as a result of the mutual voiding of the agreement on November 13, 2003.

ITM

There is also an existing Joint Venture Master License agreement

with ITM Group which covers the countries of Asia, Eastern Europe and South America. ITM and Alphacom have established a joint venture under the name of Alphacom International, Ltd. of which Alphacom owns 5%. The Joint Venture has agreed to pay to Alphacom 50% of any sublicensing fees earned up until such payments equal \$37,500,000 and in addition Alphacom shall receive an ongoing royalty of \$2.00 per Subscriber per month whether such Subscriber is being billed for services or not. This asset was returned to AlphaCom, Inc., as a result of the mutual voiding of the agreement on November 13, 2003.

7. ACQUISITION OF ASSETS OF ALPHACOM, INC.

All information in this category is superceded by the November 13, 2003 voiding of the Asset Purchase Agreement with AlphaCom, Inc., which was executed on November 14, 2002

On November 14, 2002, the Company acquired the assets in a non-cash transaction of AlphaCom, Inc. a Nevada Corporation. The assets generally consist of physical and intellectual property. The value of the assets is approximately 4.4 million dollars, based on the results of an examination of the seller's audited and unaudited financial statements. The Company believes that this valuation is the current fair market value of the assets. The Company acquired the assets in exchange for 30,320,552 shares of its common stock and a promissory note in the amount of \$4,319,000. For the purposes of this transaction the stock of the Company was valued at \$0.002/share, the company's average market share price for the past week. The purchase price may be adjusted downward regarding the issuance common stock to the seller if the Company does not secure equity funding and/or licensed revenue in the amount of \$10,000,000 during the next twelve months. The adjustment would be based on a percentage of the amount actually raised to the total agreed upon of \$10,000,000. There is no material relationship between AlphaCom, Inc., and the registrant or any of its affiliates, any director or officer of the registrant, or any associate of any such director or officer. The shares used to accomplish the acquisition were derived from the Company treasury and are deemed to be restricted, illiquid shares pursuant to Rule 144 of Regulation D of the Securities Act.

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MULTI-TECH INTERNATIONAL, CORP.
(A DEVELOPMENT STAGE COMPANY)
NOTES TO FINANCIAL STATEMENTS
AS AT DECEMBER 31, 2003

8. GOING CONCERN

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles, which contemplates continuation of the Company as a going concern.

The future success of the Company is likely dependent on its ability to attain additional capital to develop its proposed technologies and ultimately, upon its ability to attain future profitable operations. There can be no assurance that the Company will be successful in obtaining financing, or that it will attain positive cash flow from operations.

9. RELATED PARTY TRANSACTIONS

The financial statements reflect remuneration of \$ 150,000 paid to the Chief Executive Officer of the Company. All of the amount shown in the statement of operations is due and payable to the Officer and is reflected as such as liability in accrued wages on the balance sheet.

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ITEM 8. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.

There are no changes or disagreements with accountants during the

current fiscal year.

ITEM 8A. CONTROLS AND PROCEDURES.

Under the supervision and with the participation of our management, including our Chief Executive Officer and principal Financial Officer, we conducted an evaluation of the effectiveness of our disclosure controls and procedures as defined in Rule 13a-14(c) promulgated under the Securities Exchange Act of 1934 within 90 days of the filing date of this report. Based on their evaluation, our Chief Executive Officer and principal Financial Officer concluded that the design and operation of our disclosure controls and procedures were effective as of the date of the evaluation.

There have been no significant changes (including corrective actions with regard to significant deficiencies or material weaknesses) in our internal controls or in other factors that could significantly affect these controls subsequent to the date of the evaluation referenced in the preceding paragraph.

PART III

ITEM 9. DIRECTORS, EXECUTIVE OFFICERS, PROMOTERS AND CONTROL PERSONS; COMPLIANCE WITH SECTION 16(A) OF THE EXCHANGE ACT.

The following table sets forth our executive officers and directors:

Name	Age	Position(s)
Dr. David F. Hostelley	64	Board member, President, Secretary, Treasurer
Dr. Dennis Byrne	56	Board member, Assistant Secretary

Dr. David F. Hostelley, CPA, Board member, President, Secretary, Treasurer
Dr. Hostelley has over 35 years experience in financial management with expertise in mergers, acquisitions, and project management. He also has taught at the university level in all areas of accounting, finance, and management.

Dr. Dennis Byrne, Board member - Dr. Byrne is President of the Economic Evaluation Group, which specializes in assisting the legal profession to evaluate the worth of businesses and technology. Formerly, he served as Professor of Economics with the University of Akron for 27 years.

Potential Conflicts of Interest

Potential conflicts of interest may arise between the Company and its officers and directors. Although each of our officers and directors is committed to devote full working time to our business, they also may be engaged in other business activities. If these business activities are of the same type as those engaged in or contemplated by us, conflicts of interest will arise in the area of corporate opportunities or in the area of conflicting time commitments with respect to our officers and directors.

Conflicts of interest also will develop with respect to any Contractual relationships that may be entered into between us and any of our officers and directors. We have established a policy pursuant to which the Board of Directors will consider transactions with our officers, directors, and shareholders and their respective affiliates.

Pursuant to this policy, the Board of Directors will not approve any transaction unless it determines that the terms of the transaction are no less favorable to us than those available from unaffiliated parties. Because this policy is not contained in the our Articles of Incorporation or Bylaws, the policy is subject to change by the Board of Directors, although it currently is not contemplated that the policy will be changed.

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In addition, in the event any conflicts of interest arise with respect to any officer or director of the Company, we anticipate that our officers and directors will exercise their judgment consistent with their fiduciary duties arising under the applicable state laws. There can be no assurance that all conflicts of interest will be resolved in our favor.

Committees

We do not have any standing audit, nominating, or compensation Committees of our board of directors. The board of directors as a whole has been performing similar functions. This is due to the fact that new management has been in place a short period of time. Management anticipates creating such committees.

Section 16(a) Beneficial Ownership Reporting Compliance.

Section 16(a) of the Securities Exchange Act of 1934 requires our directors and executive officers, and persons who beneficially own more than ten percent of a registered class of our equity securities (referred to as "reporting persons"), to file with the Securities and Exchange Commission initial reports of ownership and reports of changes in ownership of common stock and other Company equity securities. Reporting persons are required by Commission regulations to furnish us with copies of all Section 16(a) forms they file.

Dr. Hostelley filed under Section 16(a) in April 2004.

ITEM 10. EXECUTIVE COMPENSATION.

No officer or director received compensation during the fiscal year ended December 31, 2003. We intend to pay salaries when cash flow permits. During the fiscal year ended December 31, 2003 the Company set up a liability of \$ 150,000 for executive compensation payable to Mr. Hostelley and/or his assigns. The Board entered into an employment agreement with Dr. Hostelley that called for an annual compensation as well as a stock option agreement of 100,000 common shares beginning December 31, 2004 for a period of four (4) years. By mutual agreement between Dr. Hostelley and the Company, this agreement has been assigned to a company controlled by Dr. Hostelley and the unpaid amounts are subject to a settlement. The stock option portion of the agreement was cancelled.

We reimburse our officers and directors for reasonable expenses incurred during the course of their performance. We have not paid our outside directors fees for their services. However, we propose to pay them in the future.

Stock Option Plan

On December 3, 2002 we filed a registration statement on Form S-8 registering the shares of Common Stock underlying the options described in the Option Plan.

ITEM 11. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The following table sets forth certain information concerning the beneficial ownership of our outstanding common stock as of March 31, 2004, by each person known by us to own beneficially more than 5% of the outstanding common stock, by each of our directors and officer and by all of our directors and officers as a group. Unless otherwise indicated below, to our knowledge all persons listed below have sole voting and investment power with respect to their shares of common stock except to the extent that authority is shared by spouses under applicable law.

Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership	Percent of Class (1)
Dr. David F. Hostelley	2,600,000 (1)	13 %
Dr. Dennis Byrne	178,080	.009 %

(1) These shares are held in the name Margaret Hostelley who is the wife of Dr. David F. Hostelley

Changes in Control

There are no agreements known to management that may result in a change of control of our company.

ITEM 12. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Our officers and directors are involved in other business activities and may, in the future, become involved in other business opportunities. Thus conflicts of interest may arise (See section entitled Potential Conflicts of Interest above).

ITEM 13. EXHIBITS AND REPORTS ON FORM 8-K.

(a) Exhibits.

The following documents are included or incorporated by reference as exhibits to this report:

EXHIBIT NO.	DOCUMENT DESCRIPTION
10.1	Asset Purchase Agreement dated as of November 15, 2002 by and between BUCK TV.com, Inc. and Alphacom, Inc. (1)
10.2	Legal Retention Agreement with Lawrence Hartman dated February 2003
10.3	Employment agreement with Dave Hostelley dated April 2003
10.4	Business Consulting Agreement with Rod Whiton dated April 30, 2003
10.5	Business Consulting Agreement with Dan Moldea dated May 8, 2003
10.6	Business Consulting Agreement with Red Room LLC June 2003
10.7	Termination Agreement dated as of November 13, 2003 by and between Multi-Tech International, Corp. and Alphacom, Inc.
32.1	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

(1) Previously filed as an exhibit to the registrant's current report on Form 8-K dated November 20, 2002.

(b) REPORTS ON FORM 8-K

A report on Form 8-K dated November 20, 2003 was filed on November 20, 2003 reporting under Item 5, no financial statements were filed with this report.

A report on Form 8-K dated November 20, 2003 was filed on November 20, 2003 reporting under Items 2 and 6, no financial statements were filed with this report.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

(1) The audit fees paid in the last two fiscal years are as follows:

Year ended December 31, 2003	\$ 6,000.00
Year ended December 31, 2002	\$ 6,750.00

The services include review of the quarterly filings by the Company.

There were no fees paid for assurance and related services, tax services and nor were there any other services performed by the audit firm.

SIGNATURES

In accordance with Section 13 or 15(d) of the Exchange Act, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: April 14, 2004 Multi-Tech International, Corp.
 By: /s/ David F. Hostelley

 David F. Hostelley President

In accordance with the Exchange Act, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated..

Signature	Title	Date
By: /s/ David F. Hostelley _____ David F. Hostelley	President, Secretary, Treasurer and Director (Principal Financial and Accounting Officer)	April 14, 2004
By: /s/Dr. Dennis Byrne _____ Dr. Dennis Byrne	Director, Assistant Secretary	April 14, 2004

LEGAL RETENTION AGREEMENT

This Legal Retention Agreement (the "Agreement") is entered as of the ___ Day of February 2003, between Multi-Tech International, Inc. and Lawrence Hartman, an individual having an address 12 Karow Court, Chestnut Ridge, NY 10952 (hereinafter referred to as the "Attorney").

WITNESSETH

WHEREAS, the Attorney has been providing ongoing legal and consulting services to the Company and payments previously made to the attorney as a retainer have been utilized; and

WHEREAS, the Company desires to continue to retain the services of Attorney; and

WHEREAS, in order to retain the services of Attorneys, the Company wishes to grant to Attorney Shares in the Company, \$.01 par values, of the Company;

ACCORDINGLY, in consideration of the foregoing, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Attorney, intending to be legally bound, hereby agree as follows:

1. Services. Attorney will provide the Company with legal and advisory services, including guiding the company in structuring its corporate structure in connection with ongoing corporate transactions.
2. Grant of Shares: The Company hereby grants to Attorney 35,000 shares of the Company registered pursuant to a Form S-8, and 35,000 restricted shares in the company as a retainer for services to be rendered by Attorney under this Agreement. The Company shall promptly take action to register such shares on Form S-8 and deliver such shares to Attorney.
3. Condition Precedent. As a condition to earning the Shares of the Company pursuant to paragraph 1 above, Attorney must use or continue to use his best lawful effort for the benefit of the Company and its Subsidiaries. The Company acknowledges that Attorney's role is a part time position, involving advice and consultation to the Company as an Attorney.
4. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and all references herein to either the Company or the Attorney shall be deemed to include any successor or successors, whether immediate or remote.
5. Governing Law and Enforcement. This Agreement shall be governed by and construed and enforced in accordance with the laws of the United State of America and the State of New York. This Agreement was executed, delivered and is to be performed in New York, NY. Should any clause, sentence or section of this Agreement be judicially or administratively determined to be invalid, unenforceable or void by the laws of the State of New York or any agency or subdivision thereof, such decision shall not have the effect of invalidating or voiding any it her clause, sentence or section of this Agreement and the parties hereto agree that the part or parts of this Agreement so held to be invalid, unenforceable or void, shall be deemed to have been deleted here from and all other clause, sentences and sections shall have the same force and effect as if such invalid or unenforceable part or parts had never been included herein.
6. Captions. The headings or captions of this Agreement have been include for ease of reference only and are not to be considered in the construction or interpretation of this Agreement or any section or clause contained herein or therein.
7. Amendments. This Agreement may not be modified, amended or terminated except by another agreement in writing executed by the parties hereto.
8. Counterparts. This Agreement may be signed in one or more counterparts with the same effect as if the parties signed the same document. All counterparts shall be construed together and shall constitute one instrument.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date and year first above written.

Multi-Tech International, Inc.,
A Nevada corporation

By /S/ Lawrence Hartman, Esq.

Lawrence Hartman, Esq.

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT (this "Agreement") effective as of the 1/st/ day of April, 2003 between Multi-Tech International, Corp. ("MLTI" or the "Company") and David F. Hostelley ("Executive").

WHEREAS, the parties desire to enter into this Agreement to reflect their mutual agreements with respect to the employment of Executive by the Company.

NOW, THEREFORE, in consideration of the mutual covenants, warranties and undertakings herein contained, the parties hereto agree as follows:

1. Term.

The employment of Executive under this Agreement shall commence on April 1, 2003 and shall continue through March 31, 2008 (the "Term"), subject to the terms and provisions of this Agreement. The Term shall be automatically renewed from year to year unless either party shall give the other written notice at least thirty (30) days prior to the end of the then current term of its intention that the then current term is not to renew.

2. Position and Duties.

Executive shall remain in his present position as Chief Financial Officer, continuing with his current responsibilities for the Company's Finance, Legal, Facilities, Investor Relations and Human Resources Divisions as well as other duties to be mutually agreed upon. Executive shall continue to report directly to the Company's Chief Executive Officer. The Executive agrees that he will also serve as Chief Executive Officer beginning June 24, 2003 and continue with dual roles until the Board of Directors hires a CEO/President, at which time the Executive will continue to serve through the term of this agreement as the Chief Financial Officer. Except for vacation, personal and sick days in accordance with the Company's policies for comparable senior executives, Executive shall devote his full time during the Term to provide services to the Company, its parents, subsidiaries, affiliates or divisions. The Board of Directors acknowledge that Dr. Hostelley has served ITM,LTD(a Hong Kong company, and all of its subsidiaries)and affiliates as its COO and Board member and that he has been promised compensation for prior services, none of which has been paid and that he may accept payment for those services when and if payment should be made. He may devote a reasonable amount of time, not to the detriment of MLTI, since MLTI is now a five percent (5%) joint venture partner, by way of the Asset Purchase Agreement with AlphaCom, Inc., and ITM LTD is a 95% joint venture partner. Additionally, it is acknowledged that Dr. Hostelley is a 100% shareholder of Mostly Sales Corporation, a family consulting services company, and will continue to advise that company during the tenure of this contract, but not to the detriment of MLTI. Also, Dr. Hostelley is a member in HiRoad Investment, LLC and serves as a managing member, and is a member in Premiere America, LLC, as a founding member and is a minority holder of interest. None of these entities have provided compensation to date and Dr. Hostelley may accept payment for his services he has rendered, when and if, the payment is ever made.

Also, Dr. Hostelley is encouraged to continue serving church and community by maintaining his existing positions of Member of the Executive Committee of The Muscular Dystrophy Association, Northeast Ohio Chapter and Board Member of Complete Christian Ministry. It is likely that Dr.Hostelley will be asked to serve other Not-for-Profit Organizations and he is encouraged to do so but not to the detriment of MLTI.

Dr. Hostelley has also served as an independent tax advisor and anti-trust litigation consultant to law firms. He is due certain contingent fees for these services and may collect these fees if and when paid.

3. Compensation.

(a) Base Salary. Executive's base salary (the "Base Salary") shall be at the rate of \$150,000 per annum for the period April 1, 2003. The Base Salary shall be increased annually to the cost of living adjustment as published by the U.S. Department of Labor.

(b) Bonus Compensation.

(i) Signing Bonus.

The Executive shall receive a bonus of \$37,500 plus 400,000 restricted common shares of the Company upon Executive's execution of this Agreement.

(ii) Annual Cash Incentive Bonus.

For the fiscal year ending December 31, 2004, Executive shall be entitled to a minimum bonus of 50% of the Base Salary in effect on such date. However, if the Company achieves or exceeds the Company's Annual Financial Budget as approved by the Board of Directors for such year, Executive shall be entitled to a minimum bonus of 100% of the Base Salary in effect on such date. For the

fiscal year ending December 31, 2005, Executive shall be entitled to a minimum bonus of \$75,000. However, if the Company achieves or exceeds the Company's Annual Financial Budget as approved by the Board of Directors for such year, Executive shall be entitled to a minimum bonus of 100% of the Base Salary in effect on such date. For the fiscal year ending December 31, 2006, Executive shall be entitled to a minimum bonus of \$100,000. However, if the Company achieves or exceeds the Company's Annual Financial Budget as approved by the Board of Directors for such year, Executive shall be entitled to a minimum bonus of 100% of the Base Salary in effect on such date. For the fiscal year ending December 31, 2007, Executive shall be entitled to a minimum bonus of \$125,000. However, if the Company achieves or exceeds the Company's Annual Financial Budget as approved by the Board of Directors for such year, Executive shall be entitled to a minimum bonus of 100% of the Base Salary in effect on such date. The Annual Cash Incentive Bonus shall be earned on the last day of the Company's fiscal year, and payable when the Company pays bonuses to other Company executives, but no later than June 30 of the following fiscal year.

(c) Benefits. During his employment under this Agreement, the Company will continue to provide Executive with the benefits approved by the Board of Directors for all executives of the Company.

(d) Automobile. During his employment under this Agreement, the Company will continue to provide Executive at its expense with the same automobile benefit approved for all executives by the Board of Directors.

(e) Expense Reimbursement. The Company shall reimburse Executive for the ordinary and necessary business expenses incurred by him in the performance of his duties in accordance with the Company's policies and procedures applied in a manner consistent with the Company's policies.

(f) Stock Options. Upon execution of this Agreement, the Company will grant to the Executive under the MLTI 2002 Stock Incentive Plan (as the same may be amended or superseded from time to time, the "Plan"), an option to purchase 500,000 Ordinary Shares of Multi-Tech International, Corp. The grant provided for herein will vest in three (5) equal installments on June 30, 2004, June 30, 2005, June 30, 2006, June 30, 2007 and March 31, 2008, respectively, and will be subject to the terms and conditions set forth below, in the Plan and any applicable stock option agreement, provided that any such stock option agreement shall be in the form then used with respect to employees of the Company generally. If Executive remains in the Company's employ on March 31, 2008, all options issued to Executive will be accelerated to vest on that date. Executive agrees that notwithstanding the terms and conditions of this Agreement, the Plan and any such stock option agreement, if Executive resigns his employment for any reason, other than for "Good Reason" as that term is defined in Section 5(a) of this Agreement, or his employment is terminated for "Cause" as that term is defined in Section 4(b) of this Agreement, Executive shall no longer have the right to exercise any of the options granted pursuant to this Section 3(f) or thereafter which Executive has not exercised as of the date of Executive's resignation or termination. Executive further understands that (1) the preceding sentence shall apply regardless of whether the options are "vested" under the Plan; and (2) all such options will terminate immediately as of such date.

(g) Taxes. All payments to be made to and on behalf of Executive under this Agreement will be subject to required withholding of federal, state and local income and employment taxes, and to related reporting requirements.

4. Termination of Employment.

(a) Death and Disability.

(i) Death. Executive's employment under this Agreement shall terminate automatically upon his death.

(ii) Disability. The Company may terminate Executive's employment under this Agreement if Executive is absent from work due to serious illness or incapacity for a period of at least 180 days (whether or not consecutive) in any period of 365 consecutive days.

(b) Cause. The Company may terminate Executive's employment under this Agreement at any time with Cause (as defined below). For purposes of this Agreement, "Cause" means the occurrence of any of the following events: (i) a material breach by Executive of his obligations under this Agreement; (ii) the commission by Executive of a fraud against the Company or its parents, subsidiaries, affiliates and divisions or his conviction for aiding or abetting, or the commission of, a felony or of a fraud or a crime involving moral turpitude or a business crime; or (iii) the possession or use by Executive of illegal drugs or prohibited substances, the excessive drinking of alcoholic beverages on a recurring basis which impairs Executive's ability to perform his duties under this Agreement, or the appearance during hours of employment on a recurring basis of being under the influence of such drugs, substances or alcohol.

5. Consequences of Termination or Breach.

(a) Death: Termination for Cause or Without Good Reason. If Executive's employment under this Agreement is terminated under Section 4(a)(i) or 4(b), or Executive terminates his employment for any reason other than for "Good Reason" (as defined below), Executive shall not thereafter be entitled to receive any compensation or benefits under this Agreement, other than for (i) Base Salary earned but not yet paid prior to the date of Executive's termination of employment with the Company for any reason (the "Termination Date"), and (ii) reimbursement of any expenses pursuant to Section 3(e) incurred prior to the Termination Date. For purposes of this Agreement, "Good Reason" means a material breach by the Company of its obligations under this Agreement.

(b) Other Terminations. If Executive's employment under this Agreement is terminated by the Company other than under Section 4(a)(i) or 4(b), or the Company does not renew this Agreement at the end of the Term or any renewal term, or Executive terminates his employment for Good Reason, the sole obligations of the Company to Executive shall be to make the payments described in clauses (i) and (ii) of Section 5(a), and subject to the Executive providing the Company with the release described below, to continue to pay Executive's annual Base Salary then in effect, in substantially equal semimonthly installments, until the end of the Term or then current renewal term, as applicable, plus one year, which such payments shall be offset by any compensation and benefits Executive receives from other employment (including self-employment) and Company sponsored long term disability during the severance period. If Executive's employment terminates on any day other than the last day of the Company's fiscal year, Executive shall be entitled to a pro rata portion of the Annual Cash Incentive Bonus (if any) that otherwise would have been payable to Executive in respect of such partial fiscal year, which such bonus shall be payable at the time referred to in Section 3(b) above.

The Company's obligations to provide the separation payments referred to in this Section 5(b) shall be contingent upon (A) the Executive having delivered to the Company a fully executed release (that is not subject to revocation) of claims against the Company, its subsidiaries, affiliates (other than Multi-Tech International, Corp.), divisions, directors, officers, employees, agents and representatives satisfactory in form and content to the Company's counsel, provided however, that nothing herein shall be deemed to require Executive to execute a release of (1) Multi-Tech International, Corp. and (2) Executive's rights to vested benefits Executive may have under the Company's benefits plans, including without limitation, the Company's 401(k) plan and (B) Executive's continued compliance with the terms of Sections 6(a), (b) and (c) of this Agreement. A sample of the form of release required by the Company is attached as Exhibit A. Executive agrees that the form may be reasonably modified by the Company to reflect developments in the law after the date hereof. Executive acknowledges that and agrees that in the event the Company terminates Executive's employment in breach of this Agreement (1) Executive's sole remedy shall be to receive the payments specified in this Section 5(b), (2) if Executive does not execute the release described above, Executive shall have no remedy against the Company, its subsidiaries, affiliates (other than Multi-Tech International, Corp.) and divisions or any of their respective officers, directors, stockholders, employees or agents with respect to such breach and

(3) Executive hereby waives any other rights he may have against the Company, its subsidiaries, affiliates (other than Multi-Tech International, Corp.) and divisions or any of their respective officers, directors, stockholders, employees or agents for damages arising from such termination, provided however, that Executive is not hereby waiving any rights he may have against Multi-Tech International, Corp. Executive also agrees to notify the Company's Senior Vice President of Human Resources promptly upon his obtaining other employment or commencing self-employment during any severance period described in this Section 5(b) and to provide the Company with complete information regarding his compensation and benefits therein.

6. Certain Covenants and Representations.

(a) Confidentiality. The Executive acknowledges that in the course of his employment by the Company, the Executive will receive and or be in possession of confidential information of the Company and its parents, subsidiaries, affiliates and divisions, including, but not limited to, information relating to their financial affairs, business methods, strategic plans, marketing plans, product and styling development plans, pricing, products, vendors, suppliers, manufacturers, computer programs and software. The Executive agrees that he will not, without the prior written consent of the Company, during the period of his employment or thereafter, disclose or make use of any such confidential information, except as may be required by law or in the course of Executive's employment hereunder. Executive agrees that all tangible materials containing confidential information, whether created by Executive or others which shall come into Executive's custody or possession during Executive's employment shall be and is the exclusive property of the Company. Upon termination of Executive's employment for any reason whatsoever, Executive shall immediately surrender to the Company all confidential information and property of the Company in Executive's

possession.

(b) Non-Competition. Executive agrees that during the term of his employment with, and for one year after leaving the employ of the Company, the Executive will not engage in, or carry on, directly or indirectly, either for himself or as an officer or director of a corporation or as an employee, agent, associate, or consultant of any person, partnership, business or corporation, any business in competition with the business carried on by the Company and its parents, subsidiaries, affiliates and divisions in any market in which the Company or its parents, subsidiaries, affiliates, or divisions actively conduct business; provided, however, that if the Company elects to enforce this provision, and the Executive is not receiving separation pay pursuant to Section 5(b) herein, the Company shall pay to the Executive during the one-year period (in accordance with the Company's then current payroll practices) at the rate of one-half (1/2) his annual Base Salary as of the date of his termination. If the Company, at its sole option, decides not to continue the Executive's one-half (1/2) Base Salary at any time during the one-year period and the Executive is not otherwise receiving separation pay pursuant to Section 5(b) herein, this non-competition provision shall not thereafter be enforceable.

(c) No Hiring. During the two-year period immediately following the Termination Date, Executive shall not employ or retain (or participate in or arrange for the employment or retention of) any person who was employed or retained by the Company or any of its parents, subsidiaries, affiliates and divisions within the six-month period immediately preceding such employment or retention.

(d) Remedy for Breach and Modification. Executive acknowledges that the foregoing provisions of this Section 6 are reasonable and necessary for the protection of the Company and its parents, subsidiaries, affiliates and divisions, and that they will be materially and irrevocably damaged if these provisions are not specifically enforced. Accordingly, Executive agrees that, in addition to any other relief or remedies available to the Company and its parents, subsidiaries, affiliates and divisions, they shall be entitled to seek an appropriate injunctive or other equitable remedy for the purposes of restraining Executive from any actual or threatened breach of or otherwise enforcing these provisions and no bond or security will be required in connection therewith. If any provision of this Section 6 is deemed invalid or unenforceable, such provision shall be deemed modified and limited to the extent necessary to make it valid and enforceable.

7. Miscellaneous.

(a) Authority. The Company and Executive each have full power and authority to execute and deliver this Agreement and to perform their respective obligations hereunder. This Agreement constitutes the legal, valid and binding obligation of the Company and Executive and is enforceable against the Company and Executive in accordance with its terms.

(b) Notices. Any notice or other communication made or given in connection with this Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand, by facsimile transmission, by a nationally recognized overnight delivery service or mailed by certified mail, return receipt requested, to Executive at his address or to the Company at the address set forth below or at such other address as Executive or the Company may specify by notice to the others:

To the Company:

Multi-Tech International, Corp.
760 Killian Road
Akron, Ohio 44319
Attention: Chief Executive Officer

To Executive:

David F. Hostelley
9974 Huntington Park Drive
Strongsville, Ohio 44316

(c) Entire Agreement; Amendment. This Agreement supersedes all prior agreements between the parties with respect to its subject matter, and is intended as a complete and exclusive statement of the terms of the agreement between the parties with respect thereto and may be amended only in writing signed by both parties hereto.

(d) Waiver. The failure of any party to insist upon strict adherence to any term or condition of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing.

(e) Assignment. Except as otherwise provided in this Section 7(e), this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns. This Agreement shall not be assignable by Executive and shall be assignable by the Company only to its parents, subsidiaries, affiliates or divisions, provided that any assignment by the Company shall not, without the written consent of Executive, relieve the Company of its obligations hereunder.

(f) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument.

(g) Captions. The captions in this Agreement are for convenience of reference only and shall not be given any effect in the interpretation of the Agreement.

(h) Governing Law. This Agreement shall be governed by the law of the State of Ohio, without regard to its conflict of laws principles.

(i) Arbitration. Any dispute or claim between the parties hereto arising out of, or, in connection with this Agreement, shall, upon written request of either party, become a matter for arbitration, provided, however, Executive acknowledges that in the event of any violation of Section 6 hereof, the Company shall be entitled to obtain from any court in the State of Ohio, temporary, preliminary or permanent injunctive relief as well as damages, which rights shall be in addition to any other rights or remedies to which it may be entitled. The arbitration shall be before a neutral arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association and take place in Cleveland, Ohio. Each party shall bear its own fees, costs and disbursements in such proceeding. The decision or award of the arbitrator shall be final and binding upon the parties hereto. The parties shall abide by all awards recorded in such arbitration proceedings, and all such awards may be entered and executed upon in any court having jurisdiction over the party against whom or which enforcement of such award is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Multi-Tech International, Corp

By: /s/ Dr. Dennis Byrne
Name: Dr. Dennis Byrne
Title: Member of Board of Directors

/s/ David F. Hostelley
David F. Hostelley

EXHIBIT A

Dear XXXX:

This letter ("Agreement") sets forth our mutual agreement concerning your separation from your employment with Multi-Tech International, Corp., including its subsidiary and affiliated corporations (other than Multi-Tech International, Corp.), and their respective successors, assignees, representatives, agents, shareholders, officers, directors and employees (the "Company"; provided that for purposes of the following sentence and paragraphs 4, 5 and 7 hereof, the "Company" shall be deemed to include Multi-Tech International, Corp.). We have agreed that your employment with the Company ends for all purposes effective _____, and as of that date, you cease to accrue any benefits that customarily accrue to the Company's active employees.

1. Separation Payments. In consideration for your signing this Agreement, subject to the conditions set forth below, you will receive _____, which amount shall be payable in substantially equal semimonthly installments; all less applicable deductions and withholdings required by federal, state and local law. You agree that the Company's obligation to pay you salary continuation shall be reduced by the amount of the compensation and benefits you are entitled to receive from other employment (including self-employment) you obtain prior to _____. You agree to notify the Company's Senior Vice President of Human Resources promptly upon your obtaining any such other employment or commencing self-employment, and to provide the Company with complete information regarding your compensation therein. You acknowledge that you are not entitled to receive the items provided for in this paragraph and that these items will be provided to you only if you execute this Agreement and do not revoke your signature during the seven (7) day period referred to in paragraph 15 below. You represent that during the term of your employment with the Company you did not breach your fiduciary duty to the Company.

2. Release. In exchange for providing you with the items described in paragraph 1 above, you agree to waive any and all claims against the Company and release and discharge the Company from liability for any and all claims or damages that you had, have or may have against the Company as of the date of your execution of this Agreement, whether known or unknown to you, including but not limited to any claims arising under any federal, state or local law, rule or ordinance, tort, employment contract (express or implied), public policy, or any other obligation including any claims arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Older Workers' Benefit Protection Act, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the Americans With Disabilities Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, the Ohio State Human Rights Law, the Cleveland, Ohio Human Rights Law and any other labor law, employee relations, and/or fair employment practice statute, rule or ordinance and

all claims for workers' compensation, wages, monetary or equitable relief, vacation, other employee fringe benefits, benefit plans or attorney's fees. This Agreement may not be cited as, and does not constitute any admission by the Company with respect to any aspect of your employment or termination therefrom. Nothing herein shall be deemed to release (1) Multi-Tech International, Corp.; and (2) your rights to vested benefits you may have under the Company's benefits plans, including without limitation, the Company's 401(k) plan and SERP.

3. Confidentiality and Cooperation. You agree that you will not disclose or cause to be disclosed in any way the terms, contents or execution of this Agreement or the facts and circumstances underlying this Agreement, except in the following circumstances; (1) to your immediate family provided the persons to whom the information is to be disclosed are informed of this paragraph and agree to be bound by it; (2) to your tax adviser, provided such persons agree to be bound by this paragraph; (3) to your legal counsel; and (4) pursuant to an order of a court or governmental agency of competent jurisdiction, or for the purposes of securing enforcement of the provisions of this Agreement. You also agree that you will cooperate fully with the Company in connection with any existing or future litigation against the Company, whether administrative, civil or criminal in nature, in which and to the extent the Company reasonably deems your cooperation necessary. You further agree that, in the event you or anyone acting on your behalf, is served with any subpoena, order, directive or other legal process involving the Company, you or your attorney shall immediately notify the Company's Senior Vice President of Human Resources of such service and of the content of any testimony or information to be provided pursuant to such subpoena, order, directive or other legal process and within two (2) business days send to the Company's Senior Vice President of Human Resources via overnight delivery (at the Company's expense) a copy of said documents served upon you.

4. Company Property. It is understood and agreed that all books, handbooks, manuals, files, papers, memoranda, letters, facsimile or other communications which you have in your possession that were written, authorized, signed, received or transmitted during your employment are and remain the property of the Company and, as such, are not to be removed from the Company's offices. In addition, you acknowledge that you have returned to the Company all confidential information and property of the Company in your possession, including the automobile which the Company provided to you pursuant to Section 3(e) of the Employment Agreement.

5. Future Employment. You agree that you shall not seek reinstatement to employment with the Company in the future. You hereby waive any rights that may accrue to you and release the Company from any liability that may arise against the Company because of any denial of employment, reemployment, reinstatement or any other remunerative relationship and to hold the Company harmless for any costs or fees it incurs as a result of your breach of this paragraph.

6. Enforceability and Severability. It is the intention of the parties that the provisions of this Agreement shall be enforced to the finest extent permissible under the laws and public policies of each state and jurisdiction in which such enforcement is sought, but that the unenforceability (or the modification to conform with such laws or public policies) of any provisions hereof, shall not render unenforceable or impair the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be determined to be invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provisions and to alter the balance of this Agreement in order to render the same valid and enforceable to the fullest extent permissible. However, the illegality or unenforceability of any such provision shall have no effect on, and shall not impair the enforceability of the release language set forth in paragraph 2, provided that, if a court of competent jurisdiction in an action or proceeding to which you are a party determines that the release language set forth in paragraph 2 is unenforceable in any respect, you shall be required to pay to the Company the value of all amounts paid and benefits provided to you by the Company under this Agreement, net of taxes paid and not recoverable.

7. Non-Disparagement. You agree not to make, or cause to be made, any written or oral statements about the Company that may disparage, criticize or in any way injure the Company.

8. Covenant Not to Sue. You represent that: (a) you have not filed any lawsuits against the Company in any court whatsoever; (b) you have not filed or caused to be filed any charges or complaints against the Company with any municipal, state or federal agency charged with the enforcement of any law; and (c) pursuant to and as part of your release of the Company herein, to the fullest extent permitted by law, you shall not sue or file a charge, complaint, grievance or demand for arbitration in any forum or assist or otherwise participate in any claim, arbitration, suit, action, investigation or other proceeding of any kind that relates to any matter that involves the Company that occurred up to and including the date of your execution of this Agreement. You agree that you will pay all costs and expenses including,

without limitation, attorney's fees incurred by the Company in defending against any such suit, charge or complaint initiated by you and you expressly waive any claim to any form of monetary or other damages, or any other form of recovery or relief in connection with any such action, or in connection with any action brought by a third party.

9. Breach by You. You acknowledge and agree that if you breach any of your promises in this Agreement, for example, by filing or prosecuting a lawsuit or charge based on claims that you have released, such conduct would cause great damage and injury to the Company and that such provisions provide a material element of the Company's consideration for and inducement to enter into this Agreement. Accordingly, it is expressly understood and agreed that if there is a breach by you (1) the Company may cease providing any payments and benefits not already provided hereunder; and (2) you must immediately repay to the Company the value of all payments and benefits previously received by you under this Agreement as liquidated damages, it being agreed that the Company's monetary damages in the event of such breach would be difficult to calculate and that this amount represents a fair approximation of such damages. You further agree that the Company may, in addition to these liquidated damages and in addition to pursuing any other remedies that it may have in law or in equity, obtain an injunction against you from any court having jurisdiction over this matter, restraining any further violations of this Agreement.

10. Agreement Not Admissible. The terms of this Agreement, including all facts, circumstances, statements and documents relating thereto, shall not be admissible or submitted as evidence in any litigation in any forum for any purpose, other than to secure enforcement of the terms and conditions of this Agreement.

11. Binding Effect. This Agreement and all of the provisions hereof shall be binding upon, and inure to the benefit of, you and the Company and your and the Company's successors (including successors by merger, consolidation or similar transactions), permitted assigns, executors, administrators, personal representatives, heirs and distributees.

12. Headings. The paragraph headings contained in this Agreement are for convenience of reference only and are not intended to determine, limit or describe the scope or intent of any provision of this Agreement.

13. Entire Agreement and Applicable Law. This Agreement contains the entire understanding between you and the Company, and supersedes any and all prior or contemporaneous understandings and agreements, written or oral, including, but not limited to, the Employment Agreement, provided, however, that you agree that Section 6 of the Employment Agreement shall survive in its entirety. This Agreement shall be interpreted for all purposes under the laws of the State of Ohio, excluding its choice of laws principles, which are deemed inapplicable.

14. Waiver. The failure of you or the Company to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

15. Right to Counsel, Effective Date and Amendments

Exhibit 10.4

Multi-Tech International, Corp.

BUSINESS CONSULTANT AGREEMENT

This agreement dated April 30, 2003, is made By and Between: Multi-Tech International, Corp., herein referred to as "Company" and Mr. Rod K. Whiton, herein referred to as "Consultant".

W I T N E S S E T H :

1. Consultation Services:

The company hereby employs the consultant to perform the following services in accordance with the terms and conditions set forth in this agreement: The consultant will consult with the officers, employees and consultants of the company concerning matters relating to the management and organization of the company, including but not limited to serve as consultant on short and long term trade and economic development initiatives; recommend, design and implement strategies for team development, market research, budgeting, marketing materials, primary market development, due diligence, territory/corporate licensing, product, and service marketing/sales programs, and public relations programs, service provided by the consultant, which include recommendations for resolving disputes and to generally consult any matter arising out of the business affairs of the company, which are accepted and agreed to by the consultant. The Consultant will issue timely and clearly written reports for each service provided.

2. Terms of Agreement:

This agreement will begin May 13, 2003 and will end May 12, 2004. Either party may cancel this agreement on seven (7) days notice to the other party in writing, by registered letter.

3. Time Devoted by Consultant:

It is anticipated the consultant will spend sufficient time to fulfill its obligations under this agreement. The particular amount of time may vary from day to day or week to week.

4. Payment to Consultant:

For the services rendered by the consultant as set forth herein the consultant will be paid a fee of 2,000,000 (two million) free trading shares of the company's common stock, which shall be registered on a Form S-8. The consultant is prohibited from selling the free trading shares issued in this agreement, throughout the term of this agreement, unless otherwise notified in writing by the company.

5. Independent Contractor:

Both the company and the consultant agree that the consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, the consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

6. Confidential Information:

The consultant agrees that any information received by the consultant during any furtherance of the consultant's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the company will be treated by the consultant in full confidence and will not be revealed to any other persons, firms or organizations.

7. Employment of Others:

The company may from time to time request that the consultant arrange for the services of others. All costs to the consultant for those services will be paid by the company but in no event shall the consultant employ others without the prior authorization of the company.

8. Representation.

The consultant represents that he is familiar with securities laws (both

federal and state) and is receiving the shares of common stock set forth herein for the services rendered pursuant to the terms of this agreement. The services to be performed by the consultant to not include any form of capital raising activities. The consultant is a sophisticated investor and is aware of the risks involved in accepting shares of commons tock in lieu of cash compensation. The consultant is an accredited investor as defined under Regulation D.

9. Termination:

In the event the consultant terminates this agreement for any reason whatsoever or the company terminates this agreement by written notice to the consultant, for breach by consultant or consultant's failure to perform, the consultant shall return that portion of the shares within five business days, which have not been accounted for to the company.

9. Signatures:

Both the company and the consultant agree to the above contract:

Accepted by:

Accepted by:

_____/S/
Mr. Jack Craciun III
Chairman / President
Multi-Tech International, Corp.
Date:

Mr. Rod Whiton
Date:

Exhibit 10.5

Multi-Tech International, Corp.

BUSINESS CONSULTANT AGREEMENT

This agreement dated May 8, 2003, is made By and Between: Multi-Tech International, Corp., herein referred to as "Company" and Mr. Dan Moldea, herein referred to as "Consultant".

W I T N E S S E T H :

1. Services:

1.1 MLTI (the "Company") hereby engages Consultant as an independent contractor, to prepare a memorandum for the board of directors of MLTI setting for the historical background of MLTI and AlphaCom from their respective inception to date (the "Report"). In addition, the Consultant will advise the officers, employees, and other consultants of the company concerning matters relating to management and organization of the company. This will include but is not limited to investigative consulting, general research, resolving disputes, and/or any other assignment accepted and agreed to by the Consultant. The Consultant will issue timely and clearly-written reports for each service provided.

1.2 The term of this Agreement will be one year. Consultant will forward the Report to the Company on or before November 30, 2003 and will forward period status updates as requested by the Company.

1.3 Although Consultant will routinely cover the cost of his own day-to-day activities, MLTI shall reimburse Consultant for expenses resulting from mutually agreed upon matters.

1.4 If MLTI becomes insolvent, enters bankruptcy voluntarily or involuntarily, has a receiver or creditors committee appointed, has an assignment for the benefit of creditors, its stock no longer has any value, or the President is removed from office, Consultant will have no further responsibility to the company.

1.5 If a person or company acquires a controlling stake in MLTI, or MLTI is merged with another company, Consultant shall have redemption rights. In other words, upon such acquisition or merger, Consultant or its estate, heirs, successors, assigns, Trustee, or guardian, shall have the right, but not the obligation, to require MLTI and/or its successor to purchase all Consultant's shares for cash. The price per share shall equal the greater of the price per share received by other shareholders in such acquisition or merger, the book value per share of MLTI at the time of acquisition or merger, or the price per share traded on any open market or exchange at the time of acquisition or merger. MLTI shall pay Consultant the full sum within fourteen (14) days from the date Consultant notifies MLTI that Consultant is exercising its redemption rights.

1.6 In the event of a dispute arising out of this agreement and the matters contemplated herein, we agree to submit our dispute to binding arbitration.

1.7 Consultant agrees to keep confidential all confidential information that it receives from MLTI, except as compelled by a judicial or administrative process; provided, however, before providing Consultant with confidential information, MLTI will designate it as confidential by applying an appropriate confidentiality legend or similar device.

1.8 Consultant's name may not be used in any public way by MLTI without my prior, express written permission.

1.9 MLTI shall defend, indemnify, and hold Consultant harmless against any and all claims and suits arising out of any and all acts and omissions committed by MLTI. Consultant shall defend, indemnify, and hold MLTI harmless against any and all claims and suits arising out of Consultant's own acts and omissions, in which MLTI had no involvement or responsibility, except those acts of Consultant which constitute gross negligence.

2. Terms of Agreement:

This agreement will begin May 8, 2003 and will end May 7, 2004. In the event Consultant cancels this agreement prior to forwarding the completed Report to the Company the Consultant shall return a portion of the shares.

3. Time Devoted by Consultant:

The Consultant will spend sufficient time to fulfill its obligations under this agreement. The particular amount of time may vary from day to day or week to week.

4. Payment to Consultant:

MLTI will issue to Consultant 200,000 common shares of MLTI stock by May 15, 2003. Such shares are or will shortly be properly registered with the Securities and Exchange Commission and all other necessary Federal and state regulatory bodies. Such MLTI common shares shall be free and clear of all liens, claims, charges and encumbrances. Consultant shall have the complete and unrestricted right and authority to transfer and assign such common stock shares. All such MLTI common stock shall be duly authorized and issued, fully paid and non-assessable, and shall not have been issued in violation of, or subject to, any preemptive or similar rights. Furthermore, such MLTI shares shall not be restricted in any way, including, but not limited to, by Section 144 of the Securities and Exchange Act. MLTI shall ensure it properly records issuance of such shares to Consultant on its transfer ledger and corporate books, and shall promptly issue to Consultant a stock certificate(s) reflecting his stock ownership.

Upon completion of Consultant's work, MLTI and Consultant shall negotiate an additional bonus of shares of MLTI common stock, subject to the same terms and conditions as stated above. This is not meant to states that a bonus is guaranteed.

5. Independent Contractor:

Both the company and the Consultant agree that the Consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, the Consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

6. Confidential Information:

The Consultant agrees that any information received by the Consultant during any furtherance of the Consultant's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the company will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organizations.

7. Employment of Others:

The company may from time to time request that the Consultant arrange for the services of others. All costs to the Consultant for those services will be paid by the company but in no event shall the Consultant employ others without the prior authorization of the company.

8. Representation. Consultant is an accredited investor as defined under Regulation D and is sophisticated in investments, and is aware of the risk entailed in accepting stock in lieu of cash for his services provided hereunder.

9. Signatures:

Both the company and the Consultant agree to the above contract:

Accepted by:

Accepted by:

_____/s/_____
Mr. Jack Craciun III
Chairman / President
Multi-Tech International, Corp.
Date: May 9, 2003

_____/s/_____
Mr. Dan Moldea
Date: May 9, 2003

Exhibit 10.6

Multi-Tech International, Corp.

BUSINESS CONSULTANT AGREEMENT

This agreement dated June 10, 2003, is made By and Between: Multi-Tech International, Corp., herein referred to as "Company" and Red Room LLC a New Jersey LLC with offices located at 83 Virginia Avenue, Mannesquan New Jersey 08736, herein referred to as "Consultant".

W I T N E S S E T H :

1. Consultation Services:

The Company hereby employs the consultant to perform the following services in accordance with the terms and conditions set forth in this agreement: The consultant will consult with the officers, employees and consultants of the Company concerning matters relating to the management and organization of the company, including but not limited to serve as consultant on short and long term trade and economic development initiatives; recommend, design and implement strategies for team development, market research, budgeting, marketing materials, primary market development, due diligence, territory/corporate licensing, product, and service marketing/sales programs, and public relations programs, service provided by the Consultant, which include recommendations for resolving disputes and to generally consult any matter arising out of the business affairs of the Company, which are accepted and agreed to by the Consultant. The Consultant will issue timely and clearly written reports for each service provided.

2. Terms of Agreement:

This agreement will begin May 13, 2003 and will end May 12, 2004. Either party may cancel this agreement on seven (7) days notice to the other party in writing.

3. Time Devoted by Consultant:

Consultant will spend sufficient time to fulfill its obligations under this agreement. The particular amount of time may vary from day to day or week to week.

4. Payment to Consultant:

For the services rendered by the Consultant as set forth herein the Consultant will be paid an aggregate of 2,000,000 shares of the Company's common stock as follows: 500,000 within seven days of the execution of this Agreement and 125,000 shares on each one month anniversary of this agreement during the 12 months that this Agreement is in effect. All of such shares shall be registered on a Form S-8.

The consultant is prohibited from selling the free trading shares issued in this agreement, throughout the term of this agreement, unless otherwise notified in writing by the company.

5. Independent Contractor:

Both the Company and the Consultant agree that the consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, the consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

6. Confidential Information:

The Consultant agrees that any information received by the consultant during any furtherance of the Consultant's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the company will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organizations.

7. Representation.

The Consultant represents that he is familiar with securities laws (both federal and state) and is receiving the shares of common stock set forth

herein for the services rendered pursuant to the terms of this agreement. The services to be performed by the consultant do not include any form of capital raising activities. The Consultant is a sophisticated investor and is aware of the risks involved in accepting shares of common stock in lieu of cash compensation. The Consultant is an accredited investor as defined under Regulation D.

8. Signatures:

Both the company and the consultant agree to the above contract:

Accepted by:

Accepted by:

Mr. Jack Craciun III
Chairman / President
Multi-Tech International, Corp.

Mr. Craig Cardillo
Authorized Signatory
Red Room LLC

Dated:

Dated:

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (this "Agreement") is dated as of November 13, 2003 (the "Effective Date") by and between Multi-Tech International Corp., a Nevada corporation (the "Company"), and AlphaCom, Inc., a Nevada corporation ("AlphaCom").

WHEREAS, the Company and AlphaCom are parties to that certain Asset Purchase Agreement dated as of November 14, 2002 (the "Purchase Agreement") whereby the Company purchased certain assets of AlphaCom in exchange for shares of common stock of the Company; and

WHEREAS, the shares of common stock of the Company received by AlphaCom were placed in escrow (the "Escrow Shares") pending the satisfaction of certain covenants contained in the Purchase Agreement that required the Company to receive aggregate gross cash proceeds of not less than \$10,000,000 from (i) a direct equity investment or series of investments from an outside third party or third parties, and/or (ii) license fees and/or royalty payments received from the license of the Intellectual Property (as defined in the Purchase Agreement) to third party licensees (the "Funding Condition"); and

WHEREAS, in the event that the Funding Condition was not satisfied on or prior to November 14, 2003, the Company may refuse to execute the Release Certificate (as defined in the Purchase Agreement) and have the Escrow Shares returned to the Company; and

WHEREAS, the Funding Condition was not satisfied by November 14, 2003 and each of the Company and AlphaCom desire to terminate the Purchase Agreement and, to the extent possible, reverse the transactions contemplated thereby and place the respective parties in the same position they were in prior to the closing of the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

All capitalized terms used herein that are not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

Termination of Purchase Agreement. The Company and AlphaCom agree that, effective immediately, (i) the Purchase Agreement is hereby terminated, (ii) the Escrow Shares shall be returned to the treasury of the Company, and (iii) the Promissory Note shall be canceled, and none of such agreements and/or documents will be of any further force or effect.

Assignment and Assumption. Effective as of Effective Date, the Company hereby assigns, sells, transfers, grants, conveys, delivers, and sets over (collectively, the "Assignment") to AlphaCom all of the Company's right, title, benefit, privileges and interest in and to: all of the assets, properties, and rights of every kind, and description, real, personal and mixed, tangible and intangible wherever situated as originally set forth with specificity on Schedule 2 to the Purchase Agreement; and all of the Company's burdens, obligations and liabilities in connection with each of the Unassumed Liabilities (as defined hereinbelow). AlphaCom hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of the Company, if any, to be observed, performed, paid or discharged from and after the Effective Date in connection with the Unassumed Liabilities.

Assumption of Liabilities.

On the Effective Date, the Company shall assume and agree to pay, discharge or perform, as appropriate, when due only the liabilities accrued since the Closing Date of the Purchase Agreement specifically identified on Schedule 4(a) attached hereto (the "Assumed Liabilities"). For purposes of the Agreement, "Liability" means any direct or indirect liability, indebtedness, obligation, expense, claim, loss, damage, deficiency, guaranty or endorsement of or by any person, absolute or contingent, accrued or unaccrued, due or to become due, liquidated or unliquidated.

Notwithstanding the provisions of Section 4(a) hereinabove or any other provision of this Agreement, the Company is not assuming under this Agreement any liability that is not specifically identified as an Assumed Liability on Schedule 4(a) attached hereto, including any of the following (each, an "Unassumed Liability"): (i) Liabilities arising out of any default by AlphaCom of any provision of any written or oral contract, agreement, lease, instrument, or other document or commitment, arrangement, undertaking, practice or authorization (each a "Contract") made by AlphaCom or the Company during the 12-month period following the Closing Date of the Purchase Agreement (the "Post-Closing Period") and which Contracts are hereby being transferred and assigned to AlphaCom; (ii) any product liability or similar claim for injury to any person or property, regardless of when made or asserted, that arises out of or is based upon any express or implied representation, warranty, agreement or guarantee made by the Company, or alleged to have been made by the Company, or that is imposed or

asserted to be imposed by operation of law in connection with any service performed or product sold or leased by or on behalf of the Company during the Post-Closing Period; (iii) any Federal, state or local income or other tax payable with respect to the business of the Company, the assets or other properties or operations of the Company during the Post-Closing Period; (iv) any Liabilities under or in connection with any assets listed on Schedule 2 to the Purchase Agreement; (v) any Liabilities arising during the Post-Closing Period for severance, bonuses or any other form of compensation to any employees, agents or independent contractors of the Company, whether or not employed by the Company after the Effective Date and whether or not arising or under any applicable law, benefit plan or other arrangement with respect thereto; (vi) any Liabilities of the Company arising or incurred in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated hereby; (vii) any Liabilities to give credits or take other remedial actions for defective goods or services issued or sold by AlphaCom at any time or issued or sold by the Company during the Post-Closing Period; (x) any Liabilities for money borrowed except those that are Assumed Liabilities; (xi) any Liability of any person employed by or affiliated with the Company based upon an act or omission of such person during the Post-Closing Period; (xii) any Liabilities specifically set forth on Schedule 4(b); and (xiii) any other Liabilities, regardless of when made or asserted, that are not specifically assumed hereunder.

Except as provided in Section 7 hereinbelow, AlphaCom assumes no Assumed Liabilities, and the parties hereto agree that all such Assumed Liabilities shall remain the sole responsibility of the Company.

Resignation of Officers and Directors. On or prior to the Effective Date, the officers and directors of the Company shall submit their resignations from any and all positions held by such persons. All former officers and directors of the Company shall return to the Company any and all original and duplicate copies of all files, records, calendars, books, notes, manuals, computer disks, diskettes, and any other magnetic or other media material in their possession or under their control belonging to the Company to the extent that such materials are not transferred and assigned to AlphaCom as provided hereunder, or containing confidential or proprietary information concerning the Company, its business, operations, or customers. Such officers shall also return to the Company any and all equipment, identification, keys, credit cards, or any other Company property not transferred and assigned to AlphaCom as provided hereunder.

Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

Indemnification.

By AlphaCom. From and after the Effective Date, AlphaCom shall indemnify and hold harmless the Company and (if any) its respective successors and assigns, and their respective officers, directors, employees, stockholders, agents, affiliates and any person who controls any of such persons within the meaning of the Securities Act of 1933, as amended (the "Securities Act"), or the Exchange Act of 1934, as amended (the "Exchange Act") (each, an "Indemnified Company Party") from and against any Liabilities, claims, demands, judgments, losses, costs, damages or expenses whatsoever (including reasonable attorneys', consultants' and other professional fees and disbursements of every kind, nature and description incurred by such Indemnified Company Party in connection therewith, including consequential and punitive damages) (collectively, "Damages") that such Indemnified Company Party may sustain, suffer or incur and that result from, arise out of or relate to (a) any breach of any of the respective representations, warranties, covenants or agreements of AlphaCom contained in this Agreement, (b) any Unassumed Liability, (d) any Liability of the Company involving taxes due and payable by, or imposed with respect to the Company for any all taxable periods ending on or prior to the Effective Date (whether or not such taxes have been due and payable), and (e) any Liability arising out of or related to the actual or constructive termination of any employee during the Post-Closing Period. In the case of any damages that the Company actually sustains, suffers or incurs and that relate to any of the items specified in any of clauses (a) through (e) above, any Indemnified Company Party that is an equity owner of such entity shall be deemed to have sustained, suffered or incurred such damages in an amount that is at least equal to an amount that is proportionate to such Indemnified Company Party's ownership interest in such entity.

By the Company. From and after the Effective Date, the Company shall indemnify and hold harmless AlphaCom and their respective successors and assigns, and (if any) their respective officers, directors, employees, stockholders, agents, affiliates and any person who controls any of such persons within the meaning of the Securities Act or the Exchange Act (each, an "Indemnified AlphaCom Party") from and against any damages that such Indemnified AlphaCom Party may sustain, suffer or incur and that result from, arise out of or relate to any breach of any of the respective

representations, warranties, covenants or agreements of the Company contained in this Agreement or as a result of any Liability that arises in connection with the Assumed Liabilities.

Notice and Control of Litigation. If any claim or liability is asserted in writing against an Indemnified Company Party or an Indemnified AlphaCom Party, as the case may be, that would give rise to a claim under this Section 7, the party entitled to indemnification (the "Indemnified Party") shall notify the person providing the indemnity ("Indemnifying Party") in writing of the same within 15 days of receipt of such written assertion of a claim or Liability. The Indemnifying Party shall have the right to defend a claim and control the defense, settlement and prosecution of any litigation, unless in the Indemnified Party's reasonable judgment a conflict of interest between such Indemnified Party and the Indemnifying Parties exists in respect of such claim (in which case the Indemnified Party shall have the right to retain one separate counsel, with the reasonable fees and expenses to be paid by the Indemnifying Party). If the Indemnifying Party, within ten days after notice of such claim, fails to defend such claim, the Indemnified Party will (upon further notice to the Indemnifying Party) have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnifying Party, subject to the right of the Indemnifying Party to assume the defense of such claim at any time prior to settlement, compromise or final determination thereof. Anything in this Section 7(c) notwithstanding, (i) if there is a reasonable probability that a claim may materially and adversely affect the Indemnified Party other than as a result of money damages or other money payments, the Indemnified Party shall have the right, with the consent of the Indemnifying Party, not to be unreasonably withheld, at its own cost and expense, to defend, compromise and settle such claim, and (ii) the Indemnifying Party shall not, without the written consent of the Indemnified Party, not to be unreasonably withheld, settle or compromise any claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant to the Indemnified Party a release from all liability in respect to such claim. All parties agree to cooperate fully as necessary in the defense of such matters. Should the Indemnified Party fail to notify the Indemnifying Party in the time required above, this indemnity shall terminate and be of no further force and effect with respect to the subject matter of the required notice in the event that the Indemnified Party's failure to notify in the time required above materially adversely affects the Indemnifying Party's ability to defend such matter.

Successors and Assigns. This Agreement, and the rights and obligations of the respective parties hereunder may not be assigned by any party hereto without the prior written consent of the opposing party.

Confidentiality; Publicity. The parties agree that each will keep confidential and will not disclose or divulge any confidential, proprietary, or secret information that they may obtain from the other parties pursuant to this Agreement, unless such information is known, or until such information becomes known, to the public; provided, however, that the parties may disclose such information (a) to their attorneys, accountants, consultants and other professionals to the extent necessary to obtain their services in connection with this Agreement and the transactions contemplated hereby, (b) upon the request or demand of any governmental regulatory agency or authority after such party has first had a reasonable opportunity to contest or seek the modification of the request or demand, (c) that is or becomes available to the public other than as a result of a disclosure by the disclosing party, (d) in connection with any litigation to which a party is or may be a party, (e) to the extent necessary in connection with the exercise of any remedy under this Agreement or (f) to the extent otherwise required by law. No party hereto will issue any press release or other public announcement or disclose the terms of this Agreement (including, without limitation, any consideration payable hereunder) without the prior written approval of each other party, except as such disclosure may be made in the course of normal reporting practices by a party hereto to its stockholders or partners or as otherwise required by law, including provisions of the Exchange Act. The provisions of this Section 9 shall survive the closing of this Agreement.

Survival of Representations and Warranties. All agreements, representations, warranties, and covenants contained herein shall survive the execution and delivery of this Agreement and the closing of the transactions contemplated hereby for a period of three years.

Notices. All notices, requests, consents and other communications under this Agreement shall be in writing and shall be delivered by hand, sent by fax, or nationally recognized overnight courier or mailed by first class certified or registered mail, return receipt requested, postage prepaid:

If to the Company, at 9974 Huntington Park Drive, Strongsville, OH 44136-2516, FAX: 440-238-8346, Attention: David E. Hostelley, or at such other address or addresses as may have been furnished in writing by the Company; or

If to AlphaCom, at 760 A Killian Road, Akron, Ohio 44319, FAX: (866) 234-7609, or at such other address or addresses as may have been furnished in writing by AlphaCom.

Notices provided in accordance with this Section 11 shall be deemed given (i) when received, if sent by hand, (ii) when received, if sent by facsimile prior to 5:00 p.m. local time at the place received (otherwise on the next following business day), (iii) one business day after delivery to a nationally recognized overnight courier service and (iv) five business days after deposit in the U.S. mail first class certified or registered, postage prepaid.

Entire Agreement. This Agreement, any exhibits and scheduled attached hereto, the Purchase Agreement and documents, exhibits and schedules attached thereto or referenced therein embody the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior oral or written agreements and understandings relating to such subject matter.

Amendments and Waivers. Except as otherwise expressly set forth in this Agreement, any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), with the written consent of each of the parties. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

Section Headings. The section headings are for the convenience of the parties and in no way alter, modify, amend, limit or restrict the contractual obligations of the parties.

Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEVADA (WITHOUT GIVING EFFECT TO ANY CONFLICTS OR CHOICE OF LAWS PROVISIONS WHICH WOULD CAUSE THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION).

Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT, ANY OF THE TRANSACTION DOCUMENTS, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Fees and Expenses. Each of the Company and AlphaCom agrees to pay their respective costs and expenses incurred by such party in connection with this Agreement and the transactions contemplated hereby. In any action to enforce the terms of this Agreement, the successful party shall be entitled to recover its reasonable attorneys' fees, costs and expenses from the party that refused or failed to perform.

Reliance on Independent Legal Advice. Each of the parties hereto further represents and warrants to each other, as of the date hereof:

That it has received advice from its own, independent legal counsel prior to its execution of this Termination Agreement;

That the legal nature and effect of this Termination Agreement has been explained to it by its counsel;

That it fully understands the terms and provisions of this Termination Agreement and the nature and effect thereof;

That it has not relied and is not relying upon any representation or statement of any person not contained in this Termination Agreement or on the advice of any counsel other than its own counsel; and

That it has carefully read this Termination Agreement, knows the contents hereof, and is executing the same freely and voluntarily.

Construction. The parties have participated jointly in the negotiation drafting of this Agreement. Any event in ambiguity or question of intent or interpretation arises, this Agreement shall be constructed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to be referred to all rules and regulations promulgated thereunder, unless the context otherwise requires.

The word "including" shall mean "including without limitation."

Incorporation of Exhibits and Schedules. The exhibits and schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

[The immediately following page contains the signatures of the parties.]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first above written.

ALPHACOM, INC.

By: _____/s/ _____
ROBERT SNYDER

President

MULTI-TECH INTERNATIONAL CORP.

By: _____/s/_____
DAVID F. HOSTELLEY
President

SCHEDULE 4

ASSUMED LIABILITIES

Description of Liability	Amount (\$)
Auditor	10,000.00
Berkman, Henoch, Peterson & Peddy 4/11 - 10/29/03	33,735.00
Borer Financial Communications, LLC 7/7/03	63.80
Byrne, Dennis M. 6/30/03	115.00
D.L. Cox, Inc. 7/1/03	413.00
Discovery Resources, Inc. 4/10/03	413.31
Equity Technology Group, Inc. 4/15/03	6,049.00
Gregory D. Hostelley 9/30/03	199.00
InterSquare 4/1 - 6/1/03	166.68
Market Wire 4/1/03	50.00
Mostly Sales Corp. 6/30 - 11/6/03	4,136.12
Loan Payable to Rodney R. Schoemann 11/14/03	15,440.00
Rodney R. Schoemann 11/14/03	70,000.00
Salaries Accrued: Dave H. 1/1 - 11/15/03	131,250.00
Transfer Online, Transfer Agent for MLTI 11/14/03	25.00

TOTAL	272,055.91

SCHEDULE 4(b)

UNASSUMED LIABILITIES

Description of Liability	Amount (\$)
Note Payable - Robert Snyder	1,600.00
Loan Payable - ITM, Ltd.	10,951.00

TOTAL	12,551.00

CERTIFICATION PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)

I, David F. Hostelley, certify that;

1. I have reviewed this annual report on Form 10-KSB of Multi-Tech International Corp.
2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;
3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and have:
 - a) designed such disclosure controls and procedure to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
 - b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and
 - c) presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and
6. The registrant's other certifying officers and I have indicated in this quarterly report whether there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

/s/ David F. Hostelley

David F. Hostelley,
(principal executive officer)

CERTIFICATION PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)

I, David F. Hostelley, certify that;

1. I have reviewed this annual report on Form 10-KSB of Multi-Tech International Corp.
2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;
3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and have:
 - a) designed such disclosure controls and procedure to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
 - b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and
 - c) presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and
6. The registrant's other certifying officers and I have indicated in this quarterly report whether there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

/s/ David F. Hostelley

David F. Hostelley, Interim President
& Principal Financial Officer

April 12, 2003

April 14,2004

Exhibit 31.2

CERTIFICATION PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)

In connection with the Annual Report of Multi-Tech International Corp, a Nevada corporation (the "Company"), on Form 10-KSB for the quarter ending December 31, 2003 as filed with the Securities and Exchange Commission (the "Report"), on the date hereof I, David F. Hostelley, principal financial officer of the Company, certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Section 1350), that to my knowledge:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to Multi-Tech International Corp. and will be retained by Multi-Tech International Corp. and furnished to the Securities and Exchange Commission or its staff upon request.

/s/ David F. Hostelley

David F. Hostelley
Principal Executive Officer

April 14,2004

Exhibit 32.2

CERTIFICATION PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)

In connection with the Annual Report of Multi-Tech International Corp, a Nevada corporation (the "Company"), on Form 10-KSB for the quarter ending December 31, 2003 as filed with the Securities and Exchange Commission (the "Report"), on the date hereof I, David F. Hostelley, principal financial officer of the Company, certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Section 1350), that to my knowledge:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to Multi-Tech International Corp. and will be retained by Multi-Tech International Corp. and furnished to the Securities and Exchange Commission or its staff upon request.

/s/ David F. Hostelley

David F. Hostelley
Principal Financial Officer