

REGISTRATION STATEMENT NO. 333-104815

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

AMENDMENT NO. 2 TO
FORM SB-2/A

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

CORPORATE ROAD SHOW.COM INC.
(NAME OF SMALL BUSINESS ISSUER IN ITS CHARTER)

NEW YORK 7812

(STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION) (PRIMARY STANDARD INDUSTRIAL CLASSIFICATION CODE NUMBER)

11-3516358

(I.R.S. EMPLOYER IDENTIFICATION NUMBER)

(ADDRESS AND TELEPHONE NUMBER OF PRINCIPAL EXECUTIVE OFFICES)

80 ORVILLE DRIVE
SUITE 100
BOHEMIA, NEW YORK 11716
TEL: (631) 244-1555
FAX: (631) 244-1554

(AGENT FOR SERVICE OF PROCESS)

MR. FRANK FERRARO
80 ORVILLE DRIVE
SUITE 100
BOHEMIA, NEW YORK 11716
TEL: (631) 244-1555

(ADDRESS OF PRINCIPAL PLACE OF BUSINESS OR INTENDED PRINCIPAL PLACE OF BUSINESS)

80 ORVILLE DRIVE
SUITE 100
BOHEMIA, NEW YORK 11716
TEL: (631) 244-1555
FAX: (631) 244-1554

COPIES TO:
WILLIAM S. ROSENSTADT, ESQ.
SPITZER & FELDMAN P.C.
405 PARK AVENUE,
NEW YORK, NEW YORK 10022-4405
TEL: (212) 888 6680
FAX: (212) 838 7472

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC: As soon as practicable after the effective date of this Registration Statement.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. []

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. []

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. []

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. []

CALCULATION OF REGISTRATION FEE

<TABLE>
<CAPTION>

Title of Each Class of Securities to be Registered	Proposed Maximum Amount to be Registered	Proposed Offering Price Per Security	Proposed Maximum Aggregate Offering	Amount of Registration Fee
<S>	<C>	<C>	<C>	<C>
			\$184	
Common Stock, \$0.0001 par value, to be registered by Issuer	2,000,000	\$1.00	\$2,000,000	
Common Stock, \$0.0001 par value, to be registered by Selling Shareholder	500,000	\$1.00	\$ 500,000	\$46

(1) Estimated solely for purposes of calculating the registration fee pursuant to Rule 457(c) under the Securities Act of 1933, as amended (the "Securities Act").

</TABLE>

WE HEREBY AMEND THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL WE HAVE FILED A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OF 1933, AS AMENDED, OR UNTIL THIS REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A), MAY DETERMINE.

(ii)

The information in this Prospectus is not complete and is subject to change. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This Prospectus is not an offer to sell these securities in any state where the offer of sale is not prohibited.

SUBJECT TO COMPLETION, DATED JUNE 24, 2003
PRELIMINARY PROSPECTUS

2,500,000 Shares
CORPORATE ROAD SHOW.COM INC.

Common Stock

Corporate Road show.com Inc. is offering 2,000,000 shares of common stock, \$.0001 par value, which as of this date have not been issued. Subject to certain restrictions one of our shareholders, the selling shareholder, is offering to sell 500,000 shares of our common stock held by him. We will not receive any proceeds from the sale of the shares of common stock being offered by the selling shareholder

The shares of our common stock which will be offered and sold by us on a self-underwritten basis will be sold by using our officers, directors, or, at our discretion, by participating broker-dealers licensed by the National Association of Securities Dealers, Inc. at a price per share of \$1. At this time we have not identified any one entity to purchase our shares of common stock. We are not required to sell a minimum amount in this offering and funds received by us from this offering will not be placed into an escrow account. Although the selling shareholder paid \$1.00 per share, it should be noted that there is no restriction requiring him to sell his shares at a price above \$1.00 per share. However, until our securities are quoted on the OTC Bulletin Board, the selling shareholder has agreed to sell his shares at a price of \$1.00. Therefore, the risk exists that shares offered by such individual may be sold to the public at prices below our offering price.

Prior to this offering, there has been no public market for the common stock. Although we are not currently quoted or listed on any market, we anticipate a listing on the OTC Bulletin Board concurrent with the effectiveness of this prospectus. Our offering will commence on the date of this prospectus and will continue until the earlier of _____ [18 months after effectiveness], all of the shares offered are sold, or we otherwise terminate the offering.

We will bear all the costs and expenses associated with the preparation and filing of this registration statement.

The shares of common stock being offered by this prospectus involves a high degree of risk. You should read the "Risk Factors" section beginning on Page 5 before you decide to purchase any of the common stock.

PRICE PER SHARE AGGREGATE PRICE PROCEEDS TO US

Common Stock Offered by the Registrant \$1.00 \$2,000,000.00 \$1,900,000.00

Common Stock Offered by the Selling Shareholder \$1.00 \$500,000.00 0

(iii)

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS PROSPECTUS. NOR HAVE THEY MADE, NOR WILL THEY MAKE, ANY DETERMINATION AS TO WHETHER ANYONE SHOULD BUY THESE SECURITIES. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The information is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

Until _____, [90 days after effectiveness] all dealers that effect transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to any dealers' obligation to deliver a prospectus when acting as underwriters and with respect to any unsold allotments or subscriptions.

THE DATE OF THIS PROSPECTUS IS [June 24, 2003]

(iv)

TABLE OF CONTENTS

Prospectus Summary.....1
The Offering.....2
Summary Financial Data.....3
Risk Factors.....4
Use of Proceeds.....8
Determination of Offering Price.....9
Dilution.....9
Capitalization.....10
Dividend Policy.....11
Management's Discussion and Analysis and Results of Operations.....11
Description of Business.....14
Management.....17
Code of Ethics.....20
Certain Relationships and Related Transactions.....20
Disclosure of Commission Position of Indemnification for Securities Act Liabilities.....21
Security Ownership of Certain Beneficial Owners and Management.....22
Selling Shareholder.....23
Description of Securities.....23
Plan of Distribution.....25
Legal Matters.....26
Experts.....27
Where You Can Find More Information.....27
Financial Statements.....F-1

(v)

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus. This summary does not contain all of the information that you should consider before investing in the securities. You should read the entire prospectus carefully, especially the risks of investing in the securities discussed under "Risk Factors" beginning on page 5.

ABOUT US

Corporate Road show.com Inc. was initially incorporated on November 1, 1999 in the State of New York (hereinafter "CRS", "we" or "us").

OUR BUSINESS

Presently, we are an internet based marketing operation which produces corporate videos available on both the worldwide web via our website www.corporateroadshow.com or in a hardcopy format. Our website serves as a portal for companies to showcase their products and market their goods and services to the business and financial communities. We have the capabilities to produce high quality but reasonably priced custom-made "live" and "on demand" video and audio productions as we contract a local studio to perform the original video production work and that any interviews that we produce are

filmed by an independent video crew that we retain. Our fees are scaled depending on the extent of services rendered by us.

In addition to the continued development of our core internet business, we are now poised to begin the second phase of our corporate growth: television production. We believe that by producing a weekly half-hour "investment format" program featuring small to mid-sized companies, we can offer a value added service previously unavailable to that targeted capital market. Initially, we intend to televise such a program in the New York metropolitan region.

TYPICAL INTERNET PRODUCTION

Once a client has retained us for a video production, we will set up and perform an interview with such client. Such interview will be filmed by an independent video crew that we retain. Generally, the interviewer will be an actor hired by us. After the filming process is complete, the video goes to the edit room for editing, music, title page credits and other production aspects. We then digitize the video for hosting over the Internet. The client then has access to the video on the Internet and can email that video to any data base (ie. shareholders, employees, customers).

SHOW CONCEPT

CORPORATE ROADSHOW PRESENTS is a 1/2 hour infomercial designed to appear as a regular television program showcasing various companies profiling their goods and services. Shot in the field and our studio, CORPORATE ROADSHOW PRESENTS will showcase and highlight each participating company. We anticipate that our host, who is undetermined at the moment, will serve to introduce and moderate discussions regarding a particular company, its executives and sales people.

CORPORATE ROADSHOW PRESENTS will appear as a traditional business program. We intend to provide a sophisticated presentation integrating top quality editing, graphics and a fast-paced assortment of segments and commercials, all seamlessly blended together which will provide both entertainment and information for the viewers.

-1-

SPONSOR PARTICIPATION

CORPORATE ROADSHOW PRESENTS will allot each sponsoring company or client a minimum of four minutes of programming focused on their company and its product or service in addition to two 30 second commercials or any combination of the 5 minute timeslot as negotiated between CRS and the sponsor. Each sponsors' segment can appear in a variety of formats. We will allow the sponsor to choose a structure most effective for it from a segment spanning the continuous 4 min. time slot to a number of smaller segments profiling the sponsor.

NEW YORK BROADCAST

Targeted airdate: Fourth Quarter of 2003. Although we have not yet entered into any formal agreements, we intend to air CORPORATE ROADSHOW PRESENTS on major New York television stations. With over 12,000,000 possible viewers and as a world financial center, we believe that penetrating the metropolitan New York marketplace is our most important initial goal. We intend to air the program on weekends, envisioning a Sunday late morning timeslot.

PROMOTION

Although the exact formula has yet to be determined, in an attempt to cross promote and drive viewers to our programs, we intend to advertise the broadcast of the show with either 15 or 30 second commercials as available on regional or local cable and broadcast stations preceding the broadcast.

PRODUCTION SCHEDULE

We anticipate producing a program over a period of three to four weeks either in the studio or from time to time in the field, or a combination of both. This period of time is necessary so that each project can be viewed from start to finish.

EMPLOYEES

As of June 13, 2003, we had 2 employees which includes managerial and sales positions.

OUR OFFICES

Our executive offices are located at 80 Orville Drive - Suite 100, Bohemia, New York 11716. Our telephone number is (631) 244-1555.

THE OFFERING

SECURITIES OFFERED BY US

Shares.....2,000,000
 Price Per Share.....\$1.00

SECURITIES OFFERING BY SELLING SHAREHOLDER

Shares.....500,000
 Price Per Share.....\$1.00

Shares of Common Stock Outstanding After Offering
 assuming maximum number of shares sold.....7,730,000

-2-

ESTIMATED USE OF PROCEEDS

We intend to use substantially all of the net proceeds from our sale of our shares of common stock for general corporate purposes, including working capital, expansion of sales and marketing activities which include the planned expansion into the television production business. We will not receive any of the proceeds from the sale of those shares being offered by the selling shareholder.

RISK FACTORS

For a discussion of the risks you should consider before investing in our shares, read the "Risk Factors" section.

SUMMARY FINANCIAL DATA

The summary financial information set forth below is derived from the financial statements appearing elsewhere in this Prospectus. Such information should be read in conjunction with such financial statements, including the notes thereto.

STATEMENT OF OPERATIONS DATA

(Dollar amounts and share data)

<TABLE>
 <CAPTION>

	Three Months Ended MARCH 31,		Year Ended DECEMBER 31	
	2003	2002	2002	2001
<S>	<C>	<C>	<C>	<C>
Revenues	\$ 17,245	\$ 13,556	\$ 25,189	\$ 10,575
Net Income (Loss)	\$ (85,801)	\$ 2,379	\$ (162,951)	\$ (28,031)
Income (Loss) Per Common Share	\$ (.01)	\$ -	\$ (.03)	\$ (.01)
Weighted Average Number of Common Shares Outstanding	5,723,333	5,200,000	5,336,989	5,200,000

BALANCE SHEET DATA

	March 31, 2003	December 31, 2002
Working Capital	\$ 127,889	\$ 224,110
Total Assets	\$ 189,477	\$ 293,917
Total Liabilities	\$ 7,985	\$ 10,424
Stockholders' Equity	\$ 181,492	\$ 283,493

</TABLE>

See Financial Statements

-3-

RISK FACTORS

AN INVESTMENT IN OUR COMMON STOCK INVOLVES A HIGH DEGREE OF RISK.

Investors could lose their entire investment. Prospective investors should carefully consider the following factors, along with the other information set forth in this prospectus, in evaluating CRS, its business and prospects before purchasing the common stock.

CONCENTRATED OWNERSHIP OF OUR COMMON STOCK MAY ALLOW CERTAIN SECURITY HOLDERS TO EXERT SIGNIFICANT INFLUENCE IN CORPORATE MATTERS.

If we sell all of the 2,000,000 shares being offered by us, Mr. Ferraro, our Chairman and President, will own approximately 67% of our outstanding shares of common stock. Such concentrated control allows Mr. Ferraro to exert significant influence in matters requiring approval of our stockholders. As Mr. Ferraro holds a majority of the outstanding common stock, he is in a position to influence significantly the election of some or all of the members of our Board of Directors and the outcome of all corporate actions requiring stockholder approval.

THE TIMING AND AMOUNT OF CAPITAL REQUIREMENTS ARE NOT ENTIRELY WITHIN OUR CONTROL AND CANNOT ACCURATELY BE PREDICTED.

If we do not increase our revenue significantly we will need to procure additional financing by December 31, 2003. If capital is required, we may require financing sooner than anticipated. We have no commitments for financing, and we cannot be sure that any financing would be available in a timely manner, on terms acceptable to us, or at all. Further, any equity financing could reduce ownership of existing stockholders and any borrowed money could involve restrictions on future capital raising activities and other financial and operational matters. If we were unable to obtain financing as needed, we could be bankrupt.

WE HAVE BEEN INCURRING LOSSES FROM OPERATIONS SINCE OUR INCEPTION IN 1999 AND AT MARCH 31, 2003 HAD AN ACCUMULATED DEFICIT OF \$291,420.

Stockholders' equity and working capital was \$181,492 and \$127,889, respectively. Although we believe that our business expansion will be successful and that we will become profitable, no assurance can be given in this regard.

WE COMPETE WITH INVESTOR RELATIONS AND PUBLIC RELATIONS FIRMS.

As many of our clients have limited resources to apply to public relations or investor relations efforts, we may find ourselves competing with firms offering traditional PR and IR services which may be able to offer services at more competitive prices.

As many of these firms have significantly stronger name recognition than ourselves, they are in a position to quickly attract public companies which are in need of strong marketing and information campaigns thus adversely impacting our potential pool of clients. Our sales and marketing structure is not proprietary and it would not be difficult for a media company, whether it be on the Internet or traditional medium to offer similar services. Further, entry into the marketplace by new competitors is relatively easy especially considering their existing presences and their greater resources for financing, advertising and marketing. We intend to compete based on our ability to market and sell our services to small and mid-sized public companies on a reasonably priced and personalized basis.

WE HAVE A LIMITED OPERATING HISTORY AND HAVE LOSSES WHICH WE EXPECT TO CONTINUE IN THE FUTURE. AS A RESULT, WE MAY HAVE TO SUSPEND OR CEASE OPERATIONS.

-4-

Although we were incorporated in November 1999, we began operations in earnest in January of 2002. Thus, we have little operating history upon which an evaluation of our future success or failure can be made. Our net loss since inception is (\$291,420). Our ability to achieve and maintain profitability and positive cash flow is dependent upon our ability to procure new business and generate revenues.

Based upon current plans, we expect to incur operating losses in future periods. This will happen because our minimum operating expenses continue to exceed our projected revenues significantly. Our failure to generate sufficient revenues in the future will cause us to suspend or cease operations.

OUR LACK OF CONSISTENCY IN OUR OPERATING RESULTS MAKES IT DIFFICULT FOR US TO ACCURATELY PREDICT FUTURE GROWTH.

Our operating results have been inconsistent and may continue to fluctuate from quarter to quarter and will depend on numerous factors, including, but not limited to, customer demand and market acceptance of our products and services. To some extent our business is sensitive to the performance of the capital markets. If the public's interest in investing does not continue to grow, there will be a reduced marketplace for our customers to target and the demand for our products and services may wane.

WE ONLY HAVE TWO EMPLOYEES AND AS A RESULT WE ARE DEPENDENT ON THEIR SERVICES.

Frank Ferraro is our Founder, Chairman and President and Vincent Epifanio is our Senior Vice President and Director of Marketing. Although Mr. Ferraro has an exclusive employment contract with us and is our largest shareholder, there can be no assurance that he will remain with us during the term of his respective contract. In the event that we were to lose either employee, there can be no assurances that we would be able to retain qualified executive staff. Further, we do not maintain any key man life insurance policies on either Mr. Ferraro or Mr. Epifanio any of our employees. Therefore, the loss

of the service of either of our employees could have a material adverse effect upon us.

WE MAY NOT BE ABLE TO ADEQUATELY PROTECT OUR INTELLECTUAL PROPERTY RIGHTS.

Although we recently filed a service mark application with the United States Patent and Trademark Office, we have certain intellectual property rights which are not protected including, among others:

- o Subscriber lists and related information;
- o Content and information provider lists and related information;
- o Proprietary web site content; and
- o Content on our news programs.

To protect our rights to our intellectual property, we will rely on a combination of trademark and copyright law, trade secret protection, confidentiality agreements and other contractual arrangements with our employees, affiliates, clients, strategic partners and others. The protective steps we have taken may be inadequate to deter misappropriation of our proprietary information. We may be unable to detect the unauthorized use of, or take appropriate steps to enforce, our intellectual property rights. Effective trademark, copyright and trade secret protection may not be available as many of our productions are and will be available on the Internet. Failure to adequately protect our intellectual property could harm our brand, devalue our proprietary content and affect our ability to compete effectively. Further, defending our intellectual property rights could result in the expenditure of significant financial and managerial resources, which could materially adversely affect our business, results of operations and financial condition.

-5-

SYSTEM SLOWDOWNS OR FAILURES COULD HURT OUR BUSINESS.

In order for our business to be successful, we must provide consistently fast and reliable access to our web site. Unfortunately, slowdowns, breakdowns or failures in our computer and communication systems, or of the Internet generally, are often beyond our control and could jeopardize access to our site at any time. In addition, heavy traffic on our site or on the Internet generally could severely slow access to, and the performance of, our site. Repeated system slowdowns will likely impair our ability to service and maintain the public's access to our clients. Failures of or damage to our computer or communications systems could render us unable to operate our site or even our business for extended periods of time.

WE MAY NOT BE ABLE TO ADEQUATELY PROTECT OURSELVES AGAINST SECURITY RISKS.

All Internet businesses are subject to electronic and computer security risks. We have taken steps to protect ourselves from unauthorized access to our systems and use of our site, but we cannot guarantee that these measures will be effective. If our security measures are ineffective, unauthorized parties could alter, misappropriate, or otherwise disrupt our service or information. If such unauthorized parties were able to access certain of our or our customers' proprietary information, we would face significant unexpected costs and a risk of material loss, either of which could adversely affect our business.

THE SELLING SHAREHOLDER MAY COMPETE WITH US IN SELLING COMMON STOCK.

Our ability to raise additional capital through the sale of our common stock may be harmed by competing re-sales of common stock by the selling shareholder. Sales by the selling shareholder may make it more difficult for us to sell equity or equity-related securities in this offering or in the future at a time and price that we deem appropriate because the selling shareholder may offer to sell his shares of common stock to potential investors for less than we do. Moreover, potential investors may not be interested in purchasing shares of our common stock if the selling shareholder is selling (or even has the ability to sell) his shares of common stock.

TO A SIGNIFICANT EXTENT THE GROWTH OF OUR BUSINESS IS DEPENDENT ON AN INCREASE IN THE PUBLIC'S INTEREST IN THE STOCK MARKET.

The recent depressed stock market has decreased the public's interest in investment and financial information. If this were to happen, it is likely that we would lose a significant percentage of our then current and potential subscriber base.

OUR SUCCESS DEPENDS, IN PART, ON OUR CLIENTS' SUCCESS.

Although we do not and will not pass upon the legitimacy of our clients, our success will depend partially on our ability to present to the public, companies with significant growth prospects. Failure to build and maintain a reputation for such, may reduce our service value to potential clients, which may harm our business.

BEFORE THIS OFFERING, THERE HAS BEEN NO PUBLIC MARKET FOR OUR COMMON STOCK.

We are not sure that a public trading market for our common stock will develop after this offering, or that the public offering price will correspond to the price at which our common stock will trade subsequent to this offering. The stock market has experienced price and volume fluctuations which have resulted in changes in the market prices of stocks of many companies that may not have been directly related to the operating performance of those companies. Such broad market fluctuations may adversely affect the market price of our common stock following this offering. In addition, the market price of our common stock following this offering may be highly volatile. Factors such as variations in our interim financial results, comments by securities analysts, announcements of technological innovations or new products by us or our competitors, changing market conditions in the industry, changing government regulations, developments concerning our proprietary rights or litigation, many of which are beyond our control, may have an adverse effect on the market price of the common stock.

-6-

PURCHASERS OF THE SHARES OFFERED HEREBY WILL INCUR IMMEDIATE SUBSTANTIAL DILUTION IN THE NET TANGIBLE BOOK VALUE OF APPROXIMATELY \$.73 OR 73% PER SHARE.

Our present shareholders have acquired their respective equity interests at a cost substantially below the offering price. Accordingly, the public investors will bear a disproportionate risk of loss per share.

We allow certain clients to pay for our services with a combination of cash and restricted securities of theirs and as a result we are somewhat dependent on such companies ability to succeed in the marketplace. In the past any securities we have received have been restricted. Thus, there is usually a significant period of time between when such securities are received and when they may be sold into the market. In the event that any securities we receive as partial payment decline in value from the time we receive them and we find ourselves in the unfortunate position of needing to raise capital for operations by selling some or all of such securities we may suffer irreparable harm.

TERRORIST ATTACKS MAY NEGATIVELY AFFECT OUR OPERATIONS AND YOUR INVESTMENT IN OUR COMMON SHARES.

We cannot assure you that there will not be further terrorist attacks against the United States or United States businesses. These attacks or armed conflicts may directly impact our business and the financial markets as a whole. We do not maintain any terrorism insurance. The consequences of any armed conflict are unpredictable, and we may not be able to foresee events that could have an adverse effect on our business or your investment. More generally, any of these events could result in increased volatility in or damage to the United States and worldwide financial markets and economy. They also could result in a continuation of the current economic uncertainty in the United States or abroad.

THE PENNY STOCK RULES MAY HAVE A RESTRICTIVE EFFECT ON THE TRADING OF OUR COMMON STOCK.

Because we may be subject to the "penny stock" rules, the level of trading activity in our stock may be reduced. Broker-dealer practices in connection with transactions in "penny stocks" are regulated by certain penny stock rules adopted by the Securities and Exchange Commission. Penny stocks, like shares of our common stock, generally are equity securities with a price of less than \$5.00, other than securities registered on certain national securities exchanges or quoted on NASDAQ. The penny stock rules require a broker-dealer, prior to a transaction in a penny stock not otherwise exempt from the rules, to deliver a standardized risk disclosure document that provides information about penny stocks and the nature and level of risks in the penny stock market. The broker-dealer also must provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker-dealer and its salesperson in the transaction, and, if the broker-dealer is the sole market maker, the broker-dealer must disclose this fact and the broker-dealer's presumed control over the market, and monthly account statements showing the market value of each penny stock held in the customer's account. In addition, broker-dealers who sell these securities to persons other than established customers and "accredited investors" must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written agreement to the transaction. Consequently, these requirements may have the effect of reducing the level of trading activity, if any, in the secondary market for a security subject to the penny stock rules, and investors in our common stock may find it difficult to sell their shares.

WE MAKE ESTIMATES OF OUR FUTURE IN FORWARD-LOOKING STATEMENTS.

The statements contained in this prospectus that are not historical fact are "forward-looking statements," which can be identified by the use of forward-looking terminology such as "believes," "expects," "may," "should," or "anticipates," the negatives thereof or other variations thereon or comparable terminology, and include statements as to the intent, belief or current our expectations with respect to the future operations, performance or position. These forward-looking statements are predictions. We cannot assure you that the future results indicated, whether expressed or implied, will be achieved. While

sometimes presented with numerical specificity, these forward-looking statements are based upon a variety of assumptions relating to our business, which, although currently considered reasonable by us, may not be realized. Because of the number and range of the assumptions underlying our forward-looking statements, many of which are subject to significant uncertainties and contingencies beyond our reasonable control, some of the assumptions inevitably will not materialize and unanticipated events and circumstances may occur subsequent to the date of this prospectus. These forward-looking statements are based on current information and expectation, and we assume no obligation to update them at any stage. Therefore, our actual experience and results achieved during the period covered by any particular forward-looking statement may differ substantially from those anticipated. Consequently, the inclusion of forward-looking statements should not be regarded as a representation by us or any other person that these estimates will be realized, and actual results may vary materially. We can not assure that any of these expectations will be realized or that any of the forward-looking statements contained herein will prove to be accurate.

USE OF PROCEEDS

We do not have a firm commitment from any party to purchase any of the shares being offered by us. We intend to sell the shares ourselves, through broker/dealers or in private transactions. The following table discloses the net proceeds we would realize from the sale of the related numbers of shares.

<TABLE>
<CAPTION>

CLASSIFICATION OF USE	PERCENTAGE OF OFFERING SOLD			
	100%	75%	50%	25%
<S>	<C>	<C>	<C>	<C>
Sales and Marketing	\$300,000	\$224,000	\$150,000	\$64,000
Plant and Equipment	150,000	112,000	75,000	32,000
Television Show (with airtime)	500,000	364,000	250,000	104,000
Web Development	200,000	154,000	100,000	44,000
Legal and Accounting	150,000	112,000	75,000	32,000
General and Administrative	150,000	112,000	75,000	32,000
Working Capital	450,000	322,000	175,000	92,000
TOTAL	\$1,900,000	\$1,400,000	\$900,000	\$400,000

</TABLE>

These proceeds are intended to be utilized substantially for working capital and general corporate purposes as well as the costs and expenses associated with our expansion into the network broadcasting arena. However, management will retain sole discretion as to the use of the proceeds and (i) determines that the proceeds would better serve the company's interests by acquiring a complementary production business in lieu of developing one itself; and (ii) management is presented with the opportunity to acquire such a business, it reserves the right to use them for such purpose. If we sell less than 25% of the shares being offered we will apply any proceeds in the same percentage breakdown as indicated in the above table giving no priority to any one particular category.

Regardless of whether we sell any shares of our Common Stock, we have incurred approximately \$100,000 in costs and expenses in regards to the preparation of the Registration Statement of which this Prospectus forms a part.

If we sell the maximum number of shares offered by this Prospectus, the net proceeds to us from this offering are expected to be adequate to fund our working capital needs for at least the next twelve (12) months. Pending maximum use of the proceeds from this offering as set forth above, we may invest all or a portion of such proceeds in short-term, interest-bearing securities, U.S. Government securities, money market investments and short-term, interest-bearing deposits in major banks. Although the net proceeds from the sale of less than 25% of the securities offered hereby would still be used for working capital purposes if we fail to sell more than that amount, we will need additional capital to maintain our working capital needs for the next twelve (12) months.

DETERMINATION OF OFFERING PRICE

The offering price has no relationship to any established criteria of value, such as a book value or earnings per share. No valuation or appraisal has been prepared for our business and potential business expansion. The offering price was determined arbitrarily.

DILUTION

The issuance of the 2,000,000 shares will dilute our common stock and may ultimately lower the price of our common stock. If you invest in our common stock, your interest will be diluted to the extent of the difference between the price per share you pay for the common stock and the pro forma as adjusted net tangible book value per share by calculating the total assets less intangible assets and total liabilities, and dividing it by 7,730,000, the number of outstanding shares of common stock assuming the maximum number of shares being offered by us are sold.

The net tangible book value of our common stock as of March 31, 2003, was \$156,492, or approximately \$.03 per share. Thus, as of March 31, 2003, the net tangible book value per share of common stock owned by our current stockholders would have increased by \$1,925,000 or \$.24 per share after giving effect to this offering (assuming the maximum number of shares being offered are sold) without any additional investment on their part and the purchasers of the shares offered hereby would have incurred an immediate dilution of \$.73 per share from the offering price. The following table illustrates this per share dilution and reflects the receipt of varying amounts of proceeds:

	100%	75%	50%	25%
Public offering price per share of common stock offered hereby		\$1.00	\$1.00	\$1.00
Net tangible book value per share before offering	0.03	0.03	0.03	0.03
Increase per share attributable to new investors	0.24	0.19	0.13	0.06
Adjusted net tangible book value per share after this offering	\$0.27	\$0.22	\$0.16	\$0.09
Dilution to new investors	\$0.73	\$0.78	\$0.84	\$0.91

The following tables summarize the relative investments of investors pursuant to this offering and the current shareholders of CRS:

ASSUMING 100% OF OFFERING (2,000,000 SHARES) SOLD

<TABLE>
<CAPTION>

	Current Stockholders	Public Investors	Total
Number of shares of common stock purchased	5,730,000	2,000,000	7,730,000
Percentage of outstanding common stock after offering	74%	26%	100%
Gross consideration paid	\$500,520	\$2,000,000	\$2,500,520
Percentage of consideration paid	20%	80%	100%
Average consideration paid	\$.09	\$1.00	\$.32

ASSUMING 75% OF OFFERING (1,500,000 SHARES) SOLD

	Current Stockholders	Public Investors	Total
Number of shares of common stock purchased	5,730,000	1,500,000	7,230,000
Percentage of outstanding common stock after offering	79%	21%	100%
Gross consideration paid	\$500,520	\$1,500,000	\$2,000,520
Percentage of consideration paid	25%	75%	100%
Average consideration paid	\$.09	\$1.00	\$.28

</TABLE>

ASSUMING 50% OF OFFERING (1,000,000 SHARES) SOLD

<TABLE>

<CAPTION>

	Current Stockholders	Public Investors	Total	
<S>	<C>	<C>	<C>	
Number of shares of common stock purchased		5,730,000	1,000,000	6,730,000
Percentage of outstanding common stock after offering	85%	15%	100%	
Gross consideration paid	\$500,520	\$1,000,000	\$1,500,520	
Percentage of consideration paid	33%	67%	100%	
Average consideration paid	\$.09	\$1.00	\$.22	

ASSUMING 25% OF OFFERING (500,000 SHARES) SOLD

	Current Stockholders	Public Investors	Total	
<S>	<C>	<C>	<C>	
Number of shares of common stock purchased		5,730,000	500,000	6,230,000
Percentage of outstanding common stock after offering	92%	18%	100%	
Gross consideration paid	\$500,520	\$500,000	\$1,000,520	
Percentage of consideration paid	50%	50%	100%	
Average consideration paid	\$.09	\$1.00	\$.16	

</TABLE>

-11-

In the future, we may issue additional shares, options and warrants, and we may grant stock options to our employees, officers, directors and consultants under our stock option plan, all of which may further dilute our net tangible book value.

CAPITALIZATION

The following table sets forth our capitalization as of March 31, 2003. This table should be read in conjunction with the financial statements and related notes included elsewhere in this prospectus.

MARCH 31, 2003

ACTUAL

Stockholders' Equity:

Common Stock, \$0.0001 par value, 20,000,000 shares authorized; 5,730,000 issued and outstanding	\$ 573
Additional Paid-In Capital	485,447
Retained Earnings (deficit)	(291,420)
Accumulated other comprehensive loss	(13,108)
Total Stockholders' Equity	181,492
Total Capitalization	\$ 181,492

-12-

DIVIDEND POLICY

Holders of the common stock are entitled to dividends when, as and if declared by our Board of Directors out of funds legally available therefore. We have never declared or paid any cash dividends and currently do not intend to pay cash dividends in the foreseeable future on our shares of common stock. We intend to retain earnings, if any, to finance the development and expansion of our business. Payment of future dividends on our common stock will be subject to the discretion of our Board of Directors and will be contingent on future earnings, if any, our financial condition, capital requirements, general business conditions and other factors. Therefore, there can be no assurance that any dividends on our common stock will ever be paid.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

We commenced operations on July 1, 2000 through the launching of our website which serves as our platform for our internet based "live and on demand" audio and video productions of a financial road shows, conferences and presentations.

The following discussion should be read in conjunction with our financial statements and notes thereto contained elsewhere in this prospectus. This discussion may contain forward-looking statements that could involve risks and uncertainties. For additional information see "Risk Factors".

CRITICAL ACCOUNTING POLICIES:

Our financial statements are prepared in accordance with accounting principles generally accepted in the United States, which require management to make estimates and assumptions that affect the reported amount of assets and liabilities at the date of the financial statements, the disclosure of contingent assets and liabilities, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. The critical accounting policies that affect our more significant estimates and assumptions used in the preparation of our financial statements are reviewed and any required adjustments are recorded on a monthly basis.

RESULTS OF OPERATIONS:

Substantial positive and negative fluctuations can occur in our business due to a variety of factors, including variations in the economy, and the abilities to raise capital. As a result, net income and revenues in a particular period may not be representative of full year results and may vary significantly in this early stage of our operations. In addition results of operations, which have fluctuated in the past and may vary in the future, continue to be materially affected by many factors of a national and international nature, including economic and market conditions, currency values, inflation, the availability of capital, the level of volatility of interest rates, the valuation of security positions and investments and legislative and regulatory developments. Our results of operations also may be materially affected by competitive factors and our ability to attract and retain highly skilled individuals.

YEAR ENDED DECEMBER 31, 2002 AND 2001:

CRS realizes revenues from net sales generated by production of video presentations and increased such revenues by \$14,614 to \$25,189 in 2002 from \$10,575 in 2001. This increase is a result on CRS' marketing efforts and the availability of its services becoming more known to the corporate world. The production costs also increased accordingly.

Cost and expenses increased by \$149,534 in 2002 when compared to 2001 and is reflective of the following: (i) increased executive compensation of \$36,000; (ii) an increase of \$13,352 in advertising which increase generated more revenues; (iii) an increase of \$78,275 in fees paid to consultants in connection with the raising of capital as well as CRS' trying to go public and (iv) an increase of \$19,216 in other expenses including insurance and other office expenses.

-13-

As a result of the above, net loss for the year ended December 31, 2002 was \$162,951, or \$0.03 per share, compared to a net loss of \$28,031 or \$0.01 for the year ended December 31, 2001.

THREE MONTHS ENDED MARCH 31, 2003 AND 2002:

Revenues increased by \$3,689 (27%) from \$13,556 to \$17,245 when comparing the three month periods ended March 31, 2003 to 2002. This increase is a result of CRS' marketing efforts.

Operating expenses increased by \$91,869 when comparing the three months ended March 31, 2003 to the comparative period in 2002. Payroll accounted for \$25,260 of this increase as a result of new hires. \$51,719 of the increase is attributable to consulting fees incurred in 2003 and the production of a marketing brochure in 2003, none of which costs were experienced during the comparable period in 2002.

As a result of the above, net loss for the three months ended March 31, 2003 was \$85,801 or \$0.01 per share, compared to net income of \$2,379 or \$0.00 for the similar period in 2002.

LIQUIDITY AND CAPITAL RESOURCES:

As of March 31, 2003, working capital amounted to \$127,889 compared to \$224,110 at December 31, 2002. CRS' current ratio at March 31, 2003 and December 31, 2002 was 17.0:1 and 22.5:1, respectively.

During 2002, CRS utilized \$133,557 for operations primarily as a result of its net loss of \$162,951. For the 2001 year CRS generated \$2,207 in cash from operations. During 2002, CRS used \$10,358 for investing activities, primarily for the acquisition of office, including computer, equipment, with no comparable amount used in 2001. During 2002, CRS sold its common shares in a private placement and realized net proceeds of \$377,500. As a result of this, CRS ended 2002 with cash of \$234,044.

For the three month period ended March 31, 2003, CRS utilized \$82,898 for operations, primarily as a result of its net loss of \$85,901, compared to \$12,545 in cash generated from operations for the similar period in the previous

year. Cash utilized for investing activities for the 2003 period aggregated \$6,339 and was used for the purchase of office furniture. During 2003, CRS continued to incur costs (\$10,000) associated with the proposed public offering of its common shares. As a result, CRS' cash balance at March 31, 2003 was \$134,612.

CRS has a limited operating history. Some of its clients to date are also in the early stages of their operations with not much available cash on hand. As a result, CRS occasionally receives restricted equity securities issued by its clients. The value of these securities fluctuate and are not readily convertible to cash and are recorded at a significant discount. CRS is currently operating with insufficient working capital, which, among other things has constrained its ability to market its services. As a result, management is dependent on the proceeds of the proposed public offering of CRS' securities to maintain and increase the level of its operations. There can, however, be no assurance of this.

IMPACT OF INFLATION

Inflationary factors have not had a significant effect on our operations.

CRS is not aware of any material trend, event or capital commitment, which would potentially adversely affect liquidity. In the event such a trend develops, CRS believes that it will have sufficient funds available to satisfy working capital needs through the funds expected from equity sales.

OTHER:

Except for historical information contained herein, the matters set forth above are forward-looking statements that involve certain risks and uncertainties that could cause actual results to differ from those in the forward-looking statements. Potential risks and uncertainties include such factors as the level of business and consumer spending, the amount of sales of

-14-

CRS' products, the competitive environment within the automotive aftermarket industry, the ability of CRS to continue to expand its operations, the level of costs incurred in connection with CRS' expansion efforts, economic conditions and the financial strength of CRS' customers and suppliers. Investors are directed to consider other risks and uncertainties discussed in documents filed by CRS with the Securities and Exchange Commission.

-15-

DESCRIPTION OF BUSINESS

HISTORY AND DEVELOPMENT

We were incorporated pursuant to the laws of the State of New York on November 1, 1999 under the name Corporate Road Show.Com Inc. On July 1, 2000 we launched our website on the Internet and began a limited marketing campaign for our Internet based presentations.

Our basic business model is to help the corporate executive get their story out to a vast but targeted audience over the internet or television, as well as compliment their current marketing plans.

CRS is a business to business service firm. Our basic service is to host and digitize corporate videos already produced by our clients. The next service is to actually videotape and produce a corporate presentation for dissemination on our website. The fee's can vary on each. For example, for web hosting we have to determine the length of the video in digitized megabytes and

the time period such video will be hosted by us. The fee for producing a corporate video can fluctuate depending on the location, scripting, the amount of editing, talent and other factors. The market for these services are vast. Our target market is a company offering a new product or service and which has the desire to market itself to the public in a possibly untried format or medium. Our audiences for these productions are aimed at the investment community at large. CRS broadcasts in over 35 countries, however we measure success by the amount of video views or "hits" a clients video receives. The goal for clients is to get the message across to either their shareholders, customers or employees or visitors to the CRS website. The content changes amongst companies. For example, Polymer Research and Genesis Bioventures used an interview format. CRS interviews CRS and disseminates the interview on the website. The other type of setting is the Power Point visual video where we produce a presentation that we videotape, digitize and host. The video productions we have produced to date are "About Us" 1&2, Asconi Corp, Polymer Research Group and Genesis Bioventures. All of the aforementioned productions were disseminated on the CRS website.

TYPICAL REVENUE PRODUCING TRANSACTION

A client's first experience with us results from the following scenarios: (i) in response to our advertising campaign; (ii) as a recipient of a marketing campaign on behalf of a client; or (iii) after production of our planned financial television programs, in response to such. After the initial discussion, we then determine which format is preferred (i.e. interview, Power Point presentation). We then film the interview, edit it with sound and digitize it in either Real Player or the Microsoft Media platform. Lastly, we will broadcast the presentation on the Internet where interested parties can log on and watch the show.

SHOW CONCEPT

Our plan of operations for CRS' expansion into the Show Concept starts with identification of the client. Once the client has been identified we anticipate subcontracting the production and obtaining the airtime. We plan to initially subcontract our production needs to available production studios. Although we have no formal agreement, we have used Pro Image Studios and Real Tyme Productions in the past and would consider them for future productions. At this time we are not dependent on any one particular company.

With respect to the broadcast of the program, the timeframe necessary to obtain clients varies from company to company; we anticipate that it will take about 30 days. The timeframe for the production will vary depending on the client's needs, however, we anticipate a 30 day turnaround from pre-production to post-editing. The costs associated with identifying clients are marketing related. Although the production cost can vary due to the clients needs we anticipate an initial production cost for our first show to be approximately \$50,000. The cost for broadcasting will depend on the amount of airtime we purchase. We intend to use the proceeds of this offering to fund the initial programs, but in the future expect to have companies pay as well as sell commercial airtime within the 30 minute episode.

-16-

We plan to distribute the productions on network and or cable television. There is a high level of competition in our anticipated field. Some of this competition arises from very large companies in the broadcasting business with substantially greater market recognition and financial resources than us. Our plan to compete with these entities starts with bringing our production to market. Once the production is brought to market we hope to secure the same advertising dollars as our competition.

VIDEOCONFERENCING SERVICES

We have also expanded our scope of business to include videoconferencing services. We can now videotape an interview from our corporate office and have interviewees at a number of different locations throughout the U.S. We use the services and equipment of our lessor, HQ Global Workplaces. Presently there is a global market place for these services. We plan to disseminate the interviews on our website. There is a high level of competition in the videoconferencing field. Some of this competition arises from very large companies in the field with substantially greater market recognition and financial resources than us. We do not plan to compete with other videoconference service providers. The principle supplier of the videoconferencing services is HQ Global Workforces. We are not contractually bound to use them and can therefore move quickly to take advantage of any marketplace developments that occur which result in more competitive terms.

REVENUE BREAKDOWN

We recognize revenue at the time that all services have been substantially completed. We may receive equity securities in certain entities as payments for services provided for these entities. Some of these entities are newly formed, have no operating history, and the market for such securities is very limited. Since there is no assurance that these securities are marketable, we have not recognized any revenue upon receipt. Revenue will be recorded at the time we sell any of these securities. The amount of shares we will accept in

lieu of a portion of a client's cash payment is situation specific. Such amount is never contingent on the success or failure of our efforts.

In order to avoid and potential securities law matters, we clearly direct all visitors to our website to our General Disclaimer section where we state that we are not soliciting to purchase or sell securities and that any interested party should perform its own independent research into the companies featured on our website. We further disclose all equity holdings that we have in such companies.

We presently do not meet the classification as an "Investment Company" as that term is defined in the Investment Company Act of 1940 because the securities we hold in our featured companies do not comprise 40 percent of our total assets. We will continue to monitor that "securities component" level of very carefully to ensure that we never fall under that classification. All of the securities we have received as partial payment for our services are restricted. Our intent is not to hold such securities for the long term but rather sell any available securities as soon as we are no longer restricted pursuant to the securities laws and such securities have a value equal to or exceeding the value of services rendered by us at the time they were received. In the event that we ever approach the "Investment Company" threshold, we will re-evaluate our policy of accepting securities as partial payment for services rendered.

MARKETING APPROACH

Our current marketing plan includes "key word" marketing on major Internet search engines like Lycos, Alta Vista, MSN and Yahoo! CRS submits bids to Overture Services, Inc., with respect to certain key words they have the rights to, such as "corporate presentations." The higher our bid is in relation to other potential bidders the higher priority we receive with respect to a search engine. For example, a potential client searching the term "corporate Presentations" on the Internet may see our name at the top of a particular search engine list, enabling us to target a spectrum of the public presently in the market for services offered by us.

STRATEGIC RELATIONSHIPS

On June 18, 2001 CRS was accepted as a member of the American Express Affiliate Program- part of the Linkshare Network (TM). As an American Express Affiliate, CRS can earn anywhere from \$25 to \$45 for each new customer the CRS site generates for American Express. The commission structure is based on the product that is sold. The following is the commission breakdown: Consumer cards \$30, Small Business Corporate cards \$45, Membership Banking \$35 and Merchant Services \$25. To date, we have generated less than \$50 in revenue as a result of this relationship.

-17-

COMPETITION

We believe that as a provider of promotional and marketing services to small and mid-capitalized public companies we have few direct competitors and those that do exist are left to share a potentially significant market. Some of our biggest competitors are MoneyTV, BATV and Yahoo! Net Roadshow. MoneyTV and BATV are restricted solely to producing television programs focused on their clients, while Yahoo! Net Roadshow also appears to have been involved in web-based production in the recent past. Although most of the online financial providers do not yet offer similar services to our own, as the barriers to entry are reasonably low, any of such competitors (such as The Street.Com, MarketWatch.Com, and the Motley Fool) could quickly build in such services and become direct competitors to CRS. Our continuing effort to offer the highest quality product at the most reasonable prices should allow us to compete with any existing or potential competitors.

TRADEMARKS AND PATENTS

On February 19, 2003 we filed a service mark application with the United States Patent and Trademark Office.

CURRENT POSITION IN THE INDUSTRY

As we are relatively new to the industry we have limited resources from which to draw. However, as stated earlier, we believe that the industry is young, the present competition is minimal and the potential size of the industry should more than mitigate that fact. The greatest risk to our business is not our competition, but that we will be unable to convince prospective clients that our services are worth the fees we charge.

GOVERNMENTAL REGULATIONS

We are not aware of any existing or probable governmental regulations which will have a material effect on our business nor do we need any governmental approval to produce our half-hour television show.

EMPLOYEES

Currently, we have 2 employees. None of our employees are represented by a labor union. We consider our relationship with our employees to be

satisfactory.

PROPERTIES

On November 13, 2002 we entered into a Lease Agreement for one office for a period of twelve months with HQ Global Workplaces for an aggregate rent of \$15,000.

SEASONALITY

We have not found our business to be seasonal in nature.

LEGAL PROCEEDINGS

We are not a party to any pending legal proceeding nor are any legal actions contemplated by us at this time.

-18-

MANAGEMENT

DIRECTORS

Presently, Mr. Frank Ferraro is the only member of our Board of Directors and was appointed to the Board in 1999. Mr. Ferraro has served consecutive three-year terms of which the current term expires in November of 2005.

The following table sets forth the name and, as of December 31, 2002, age and position of each director and executive officer of our company.

<TABLE>

<CAPTION>

NAME	AGE	POSITION
<S> Frank Ferraro	<C> 39	Chairman, President, Secretary and Treasurer
Vincent Epifanio	39	Senior Vice President

</TABLE>

BACKGROUND OF EXECUTIVE OFFICERS, DIRECTORS AND SIGNIFICANT EMPLOYEES

Frank Ferraro has been the Chief Executive Officer and President since inception. Mr. Ferraro has spent the last sixteen years in the financial field. Since April of 1996 Mr. Ferraro has been dually licensed with both Castle and Citadel Securities, respectively as a registered representative. Both Castle and Citadel are registered broker-dealers. With both Castle and Citadel, Mr. Ferraro helped develop and manage an electronic internet based proprietary trading system as well as a manager of a trading desk. Mr. Ferraro graduated from Hofstra University with a B.B.A. in Accounting in 1986. On April 28, 2003, Mr. Ferraro resigned from Castle Securities and Citadel Securities Corp., respectively.

Vincent Epifanio joined us as our Vice President of Sales and Marketing in January 2003. Mr. Epifanio has been a sales specialist for over 15 years. Most recently prior to CRS from September 1994 to December 2002, Mr. Epifanio was an Account/Sales Manager for Starpoint Solutions, a full service consulting/software firm with revenues over \$80 million annually specializing in the Banking and Brokerage industry. During his tenure with Starpoint, Mr. Epifanio, built his personal sales base to over \$4 million annually. Mr. Epifanio graduated from Binghamton University in 1987 with a dual B.S. degree in Computer Science and Industrial Engineering.

COMPENSATION OF DIRECTORS

We do not pay our Director any fee in connection with his role as member of our Board. Our Director is reimbursed for travel and out-of-pocket expenses in connection with his attendance at Board meetings.

EMPLOYMENT AGREEMENTS

On January 1, 2003 we entered into an employment agreement with Mr. Frank Ferraro, our Chief Executive Officer and Chairman of the Board, for a term of two (2) years commencing on such date, providing for an annual salary of \$90,000. In addition to his annual salary, Mr. Ferraro has the right to participate in any share option plan, share purchase plan, retirement plan or similar plan offer by our company, to the extent authorized by our Board. Mr. Ferraro also has the right to have CRS pay for a car of its choosing including all expenses associated therewith.

We have not entered into an employment agreement with our other employee, Mr. Epifanio. Through June 30, 2003, Mr. Epifanio received a salary of \$1,250 per week. However, subsequent to that date, Mr. Epifanio has agreed to be compensated strictly on a commission basis, the terms of which have not been finalized as of the date hereof.

EXECUTIVE COMPENSATION

The following Summary Compensation Table sets forth certain information regarding the compensation of our Chief Executive Officer and our other executive employee as of December 31, 2002.

SUMMARY COMPENSATION TABLE

<TABLE>
<CAPTION>

Name and Principal Position	YEAR	LONG-TERM COMPENSATION			COMPE- NSATION
		ANNUAL COMPENSATION	SECURITIES UNDERLYING SALARY	AWARDS ALL OTHER OPTIONS (#)	
<S>	<C>	<C>	<C>	<C>	
Frank Ferraro	2003	\$ 90,000			
Chairman, President and Chief Executive Officer	2002	\$ 45,000			
Vincent Epifanio	2001	0			
Vice President of Sales and Marketing	2003	\$ 45,000(1)			

(1) Based on a salary of \$1,250 per week. However, as of July 1, 2003, Mr. Epifanio will be compensated purely on a commission basis.

</TABLE>

OPTION GRANTS DURING LAST FISCAL YEAR

Although we adopted a Stock Option Plan in February of 2003, we have yet to award any options under such plan.

SUMMARY OF 2003 STOCK OPTION PLAN

Qualified directors, officers, employees, consultants and advisors of ours and our subsidiaries are eligible to be granted (a) stock options ("Options"), which may be designated as nonqualified stock options ("NQSOs") or incentive stock options ("ISOs"), (b) stock appreciation rights ("SARs"), (c) restricted stock awards ("Restricted Stock"), (d) performance awards ("Performance Awards") or (e) other forms of stock-based incentive awards (collectively, the "Awards"). A director, officer, employee, consultant or advisor who has been granted an Option is referred to herein as an "Optionee" and a director, officer, employee, consultant or advisor who has been granted any other type of Award is referred to herein as a "Participant."

The Omnibus Committee administers the Stock Option Plan and has full discretion and exclusive power to (a) select the directors, officers, employees, consultants and advisors who will participate in the Stock Option Plan and grant Awards to such directors, officers, employees, consultants and advisors, (b) determine the time at which such Awards shall be granted and any terms and conditions with respect to such Awards as shall not be inconsistent with the provisions of the Stock Option Plan, and (c) resolve all questions relating to the administration of the Stock Option Plan. Members of the Omnibus Committee receive no additional compensation for their services in connection with the administration of the Stock Option Plan.

The Omnibus Committee may grant NQSOs or ISOs that are evidenced by stock option agreements. A NQSO is a right to purchase a specific number of shares of common stock during such time as the Omnibus Committee may determine, not to exceed ten (10) years, at a price determined by the Omnibus Committee that, unless deemed otherwise by the Omnibus Committee, is not less than the fair market value of the common stock on the date the NQSO is granted. An ISO is an Option that meets the requirements of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"). No ISOs may be granted under the Stock Option Plan to an employee who owns more than 10% of our outstanding voting stock ("Ten Percent Stockholder") unless the option price is at least 110% of the fair market value of the common stock at the date of grant and the ISO is not exercisable more than five (5) years after it is granted. In the case of an employee who is not a Ten Percent Stockholder, no ISO may be exercisable more than ten (10) years after the date the ISO is granted and the exercise price of the ISO shall not be less than the fair market value of the common stock on the date the ISO is granted. Further, no employee may be granted ISOs that first become exercisable during a calendar year for the purchase of common stock with an aggregate fair market value (determined as of the date of grant of each ISO) in excess of \$100,000USD. An ISO (or any installment thereof) counts against the annual limitation only in the year it first becomes exercisable.

The exercise price of the common stock subject to a NQSO or ISO may be paid in cash or, at the discretion of the Omnibus Committee, by a promissory note or by the tender of common stock owned by the Option holder or through a combination thereof. The Omnibus Committee may provide for the exercise of Options in installments and upon such terms, conditions and restrictions as it may determine.

A SAR is a right granted to a Participant to receive, upon surrender of the right, but without payment, an amount payable in cash. The amount payable with respect to each SAR shall be based on the excess, if any, of the fair market value of a share of common stock on the exercise date over the exercise price of the SAR, which will not be less than the fair market value of the common stock on the date the SAR is granted. In the case of an SAR granted in tandem with an ISO to an employee who is a Ten Percent Stockholder, the exercise price shall not be less than 110% of the fair market value of a share of common stock on the date the SAR is granted.

Restricted Stock is common stock that is issued to a Participant at a price determined by the Omnibus Committee, which price per share may not be less than the par value of the common stock, and is subject to restrictions on transfer and/or such other restrictions on incidents of ownership as the Omnibus Committee may determine.

A Performance Award granted under the Stock Option Plan (a) may be denominated or payable to the Participant in cash, common stock (including, without limitation, Restricted Stock), other securities or other Awards and (b) shall confer on the Participant the right to receive payments, in whole or in part, upon the achievement of such performance goals during such performance periods as the Omnibus Committee shall establish. Subject to the terms of the Stock Option Plan and any applicable Award agreement, the performance goals to be achieved during any performance period, the length of any performance period, the amount of any Performance Award granted and the amount of any payment or transfer to be made pursuant to any Performance Award shall be determined by the Omnibus Committee.

The Omnibus Committee may grant Awards under the Stock Option Plan that provide the Participants with the right to purchase common stock or that are valued by reference to the fair market value of the common stock (including, but not limited to, phantom securities or dividend equivalents). Such Awards shall be in a form determined by the Omnibus Committee (and may include terms contingent upon a change of control of CRS); provided that such Awards shall not be inconsistent with the terms and purposes of the Stock Option Plan.

The Omnibus Committee determines the price of any such Award and may accept any lawful consideration.

-21-

The Omnibus Committee may at any time amend, suspend or terminate the Stock Option Plan; provided, however, that (a) no change in any Awards previously granted may be made without the consent of the holder thereof and (b) no amendment (other than an amendment authorized to reflect any merger, consolidation, reorganization or the like to which we are a party or any reclassification, stock split, combination of shares or the like) may be made increasing the aggregate number of shares of the common stock with respect to which Awards may be granted or changing the class of persons eligible to receive Awards, without the approval of the holders of a majority of our outstanding voting shares.

In the event a Change in Control (as defined in the Stock Option Plan) occurs, then, notwithstanding any provision of the Stock Option Plan or of any provisions of any Award agreements entered into between any Optionee or Participant and us to the contrary, all Awards that have not expired and which are then held by any Optionee or Participant (or the person or persons to whom any deceased Optionee's or Participant's rights have been transferred) shall, as of such Change of Control, become fully and immediately vested and exercisable and may be exercised for the remaining term of such Awards.

Although we have no intentions of merging, consolidating or otherwise reorganizing, if we are a party to any merger, consolidation, reorganizing or the like, the Omnibus Committee has the power to substitute new Awards or have the Awards be assumed by another corporation. In the event of a reclassification, stock split, combination of shares or the like, the Omnibus Committee shall conclusively determine the appropriate adjustments.

No Award granted under the Stock Option Plan may be sold, pledged, assigned or transferred other than by will or the laws of descent and distribution, and except in the case of the death or disability of an Optionee or a Participant, Awards shall be exercisable during the lifetime of the Optionee or Participant only by that individual.

No Awards may be granted under the Stock Option Plan on or after February 14, 2013, but Awards granted prior to such date may be exercised in accordance with their terms.

The Stock Option Plan and all Award agreements shall be construed and

enforced in accordance with and governed by the laws of New York.

As of December 31, 2003, of the 1,000,000 shares of common stock reserved for issuance under the Stock Option Plan, we have not issued any options to acquire no shares of common stock were granted under the Stock Option Plan.

OTHER

No director or executive officer is involved in any material legal proceeding in which he is suing us or in which he will receive a benefit from the legal proceedings.

CODE OF ETHICS

As we presently have only two employees, we have not yet found the need to adopt a code of ethics. However, it is our intent to adopt such a code with respect to our executive officers once we have a minimum of 5 full-time employees.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

For a description of employment contracts with executive officers, please refer to the section entitled Executive Compensation - Employment Contracts.

-22-

DISCLOSURE OF COMMISSION POSITION OF INDEMNIFICATION FOR SECURITIES ACT LIABILITIES

Our articles of Incorporation and By-Laws provide that our directors and officers will not be personally liable to us or our stockholders for monetary damages due to the breach of a fiduciary duty as a director or officer. New York Business Corporation Law Section 722, provides that we may indemnify any officer, director, employee or agent who is party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, provided he was acting in good faith and in a manner which he reasonably believed to be in, or not opposed to, our best interests, and, with respect to any criminal action or proceeding, he had no reasonable cause to believe that his conduct was unlawful. The indemnification includes all actual and reasonable expenses, including attorney's fees, judgments, fines and settlement amounts. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, does not of itself prevent indemnification so long as the officer or director acted in good faith and in a manner which he reasonably believed to be in, or not opposed to, our best interests, or, with respect to any criminal action or proceeding, he had no reasonable cause to believe that his conduct was unlawful.

In addition, New York Business Corporation Law Section 722 provides that we may indemnify any officer, director, employee or agent who is party to any threatened, pending or completed action or suit brought by us or by our stockholders on our behalf, provided he was acting in good faith and in a manner which he reasonably believed to be in, or not opposed to, our best interests. The indemnification includes all actual and reasonable expenses, including attorney's fees, judgments, fines and settlement amounts. However, indemnification is prohibited as to any suit brought in our right in which the director or officer is adjudged by a court to be liable to us.

To the extent that the officer or director is successful on the merits in any proceeding pursuant to which such person is to be indemnified, we must indemnify him against all actual and reasonable expenses incurred, including attorney's fees.

The foregoing indemnity provisions will limit your ability as shareholders to hold officers and directors liable and collect monetary damages for breaches of fiduciary duty, and require us to indemnify officers and directors to the fullest extent permitted by law.

To the extent that indemnification may be available to our directors and officers for liabilities arising under the Securities Act, we have been advised that, in the opinion of the Securities and Exchange Commission, such indemnification is against public policy and therefore unenforceable.

-23-

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth, as of June 13, 2003, information regarding the beneficial ownership of our common stock by each person we know to own five percent or more of the outstanding shares, by each of the directors and officers. As of June 13, 2003, there were 5,730,000 shares of our common stock

outstanding.

Beneficial ownership has been determined in accordance with Rule 13d-3 of the Exchange Act. Generally, a person is deemed to be the beneficial owner of a security if he has the right to acquire voting or investment power within 60 days. Subject to community property laws, where applicable, the persons or entities named in the table above have sole voting and investment power with respect to all shares of our common stock indicated as beneficially owned by them.

<TABLE>
<CAPTION>

NAME AND ADDRESS OF BENEFICIAL OWNER	PERCENTAGE OF SHARES BENEFICIALLY OWNED			SHARES ARE SOLD
	NUMBER OF	SHARES BEFORE	AFTER THE OFFERING	
			ASSUMING ALL	
			THE OFFERING	
<S>	<C>	<C>	<C>	
Frank Ferraro 80 Orville Drive, Suite 100 Bohemia, NY 11716	5,000,000	91%	64%	
Vincent Epifanio 80 Orville Drive, Suite 100 Bohemia, NY 11716	0	0%	0%	
All Officer and Directors as a group	5,000,000	91%	64%	

The following table sets forth information concerning the beneficial ownership of shares of our Common Stock with respect to stockholders who were known by us to be beneficial owners of more than 5% of our Common Stock as of June 13, 2003. Unless otherwise indicated, the beneficial owner has sole voting and investment power with respect to such shares of Common Stock.

Beneficial ownership is determined in accordance with the rules of the Securities and Exchange Commission and generally includes voting or investment power with respect to securities. In accordance with the Securities and Exchange Commission rules, shares of our Common Stock which may be acquired upon exercise of stock options or warrants which are currently exercisable or which become exercisable within sixty (60) days of the date of the table are deemed beneficially owned by the optionees. Subject to community property laws, where applicable, the persons or entities named in the table above have sole voting and investment power with respect to all shares of our Common Stock indicated as beneficially owned by them. Percentage ownership is based on 5,730,000 shares of Common Stock outstanding as of June 13, 2003 and 2,000,000 additional shares of Common Stock to be issued in this offering.

There is no public trading market for our shares of common stock. In addition to Mr. Frank Ferraro our President, we have one other shareholder as found below. For a discussion regarding our dividend policy as related to our common stock please see "Description of Securities."

-24-

<TABLE>
<CAPTION>

NAME AND ADDRESS OF BENEFICIAL OWNER	PERCENTAGE OF SHARES BENEFICIALLY OWNED			SHARES ARE SOLD
	NUMBER OF	SHARES BEFORE	AFTER THE OFFERING	
			ASSUMING ALL	
			THE OFFERING	
<S>	<C>	<C>	<C>	
Frank Ferraro 80 Orville Drive, Suite 100 Bohemia, NY 11716	5,000,000	91%	64.0%	
Eli Weinstein 596 Setun Circle Lakewood, New Jersey 08701	500,000	9%	6%	

SELLING SHAREHOLDER

This Prospectus will also be used for the offering of additional shares of our Common Stock owned by Eli Weinstein. Mr. Weinstein may offer for sale up to 100% (500,000 shares) of his holdings in our Common Stock. Mr. Weinstein may offer for sale such shares of our Common Stock from time to time in the open market, in privately negotiated transactions or otherwise. We will not receive any proceeds from such sales. The resale of the securities by Mr. Weinstein is subject to the prospectus delivery and other requirements of the Securities Act.

DESCRIPTION OF SECURITIES

GENERAL

The following description of our capital stock does not purport to be complete and is subject to and qualified in its entirety by our Articles of Incorporation, as amended, and By-laws, which are included as exhibits to the

registration statement of which this prospectus forms a part, and by the applicable provisions of New York law.

We are authorized to issue 20,000,000 shares of common stock, \$0.0001 par value per share, of which 5,730,000 shares were issued and outstanding as of June 13, 2003.

COMMON STOCK

Holders of shares of our common stock are entitled to share equally on a per share basis in such dividends as may be declared by our Board of Directors out of funds legally available therefor. There are presently no plans to pay dividends with respect to the shares of our common stock. Upon our liquidation, dissolution or winding up, after payment of creditors and the holders of any of our senior securities, if any, our assets will be divided pro rata on a per share basis among the holders of the shares of our common stock. The common stock is not subject to any liability for further assessments. There are no conversion or redemption privileges or any sinking fund provisions with respect to the common stock. The holders of common stock do not have any pre-emptive or other subscription rights.

Holders of shares of common stock are entitled to cast one vote for each share held at all stockholders' meetings for all purposes, including the election of directors. The common stock does not have cumulative voting rights.

As of June 13, 2003 we have five shareholders.

DIVIDEND

We have never declared or paid any cash dividends on our common stock. We anticipate that any earnings will be retained for development and expansion of our business and we do not anticipate paying any cash dividends in the near future. Our Board of Directors has sole discretion to pay cash dividends with respect to our common stock based on our financial condition, results of operations, capital requirements, contractual obligations and other relevant factors.

-25-

SHARES ELIGIBLE FOR FUTURE SALE

Upon completion of this offering and assuming the maximum number of shares are sold, we will have 7,730,000 shares of common stock outstanding. Of these shares, 2,500,000 shares of common stock will be freely tradeable without further restriction or further registration under the Securities Act, as amended, except for those shares purchased by an "affiliate" of CRS (in general, a person who has a control relationship with CRS) which will be subject to the limitation of Rule 144 adopted under the Securities Act. The remaining shares (5,230,000) are deemed to be "restricted securities," as that term is defined under Rule 144 promulgated under the Securities Act.

PREFERRED STOCK

We are not authorized to issue any shares of preferred stock.

TRANSFER AGENT AND REGISTRAR

Our transfer agent is Olde Monmouth Stock Transfer Co., Inc., 200 Memorial Pkwy, Atlantic Highlands, N.J. 07716. Their phone number is 732/872-2727.

RESALE RESTRICTIONS

All of our shares of common stock issued prior to this offering are "restricted securities" as this term is defined under Rule 144, in that such shares were issued in private transactions not involving a public offering and may not be sold in the U.S. in the absence of registration other than in accordance with Rule 144 under the Securities Act of 1933, as amended, or another exemption from registration. In general, under Rule 144 as currently in effect, any of our affiliates or any person (or persons whose shares are aggregated in accordance with Rule 144) who has beneficially owned our common shares which are treated as restricted securities for at least one (1) year would be entitled to sell within any three-month period a number of shares that does not exceed the greater of 1% of our outstanding common shares (approximately 75,000 shares based upon the number of common shares expected to be outstanding after the offering) or the reported average weekly trading volume in our common shares during the four weeks preceding the date on which notice of such sale was filed under Rule 144. Sales under Rule 144 are also subject to manner of sale restrictions and notice requirements and to the availability of current public information concerning our company. In addition, affiliates of our company must comply with the restrictions and requirements of Rule 144 (other than the one (1) year holding period requirements) in order to sell common shares that are not restricted securities (such as common shares acquired by affiliates in market transactions). Furthermore, if a period of at least two (2) years has elapsed from the date restricted securities were acquired from us or from one of our affiliates, a holder of these restricted securities who is not an affiliate at the time of the sale and who has not been an affiliate for at least three (3) months prior to such sale would be entitled to sell the

shares immediately without regard to the volume, manner of sale, notice and public information requirements of Rule 144.

Upon closing of this offering, we intend to file a registration statement for the resale of the common shares that are authorized for issuance under our existing and new stock option plans. We expect this registration statement to become effective immediately upon filing. Shares issued pursuant to our stock option plans to U.S. residents after the effective date of that registration statement (other than shares issued to our affiliates and the employees described below) generally will be freely tradable without restriction or further registration under the Securities Act of 1933.

-26-

PRIVATE PLACEMENT

From June through October 2002, we issued an aggregate of 500,000 shares of common stock to one individual for a total of \$500,000. The proceeds from the sale were used to pay for the expenses associated with the development and introduction of our website as well as general operating expenses.

PENNY STOCK CONSIDERATIONS

Broker-dealer practices in connection with transactions in penny stocks are regulated by certain penny stock rules adopted by the Securities and Exchange Commission. Penny stocks generally are equity securities with a price of less than US\$ 5.00. Penny stock rules require a broker-dealer, prior to a transaction in a penny stock not otherwise exempt from the rules, to deliver a standardized risk disclosure document that provides information about penny stocks and the risks in the penny stock market. The broker-dealer also must provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker-dealer and its salesperson in the transaction, and monthly account statements showing the market value of each penny stock held in the customer's account. In addition, the penny stock rules generally require that prior to a transaction in a penny stock, the broker-dealer make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written agreement to the transaction. These disclosure requirements may have the effect of reducing the level of trading activity in the secondary market for a stock that becomes subject to the penny stock rules. Our shares may be subject to such penny stock rules and our shareholders will, in all likelihood, find it difficult to sell their securities.

PLAN OF DISTRIBUTION

SHARES BEING REGISTERED ON THE COMPANY'S BEHALF

We are registering 2,000,000 shares of our common stock which shall be offered and sold on a self-underwritten basis by Mr. Frank Ferraro our Chief Executive Officer and President, or, at our discretion, by participating broker-dealers licensed by the National Association of Securities Dealers, Inc. Although we anticipate being listed on the OTC-Bulletin Board concurrently with the effectiveness of this Prospectus, we may not be. Regardless, we will offer the shares to the public at a price of \$1.00 per share. There is no minimum investment requirement and funds received by us from this offering will not be placed into an escrow account. The offering price of the shares was arbitrarily determined by us. The offering price of the shares does not have any relationship to our assets, book value, or earnings. We reserve the right to reject any subscription in whole or in part, for any reason or for no reason. There can be no assurance that we will sell any or all of the offered shares.

As our offering is "self-underwritten" in nature and at a fixed price of \$1.00 per share, we are unsure whether we will sell any shares of common stock. As a result, we are unable at this time to determine what State, if any, offers or sales will be made. We may also seek out broker-dealers to assist us in placing our stock. Regardless of whether we place our stock ourselves or through agents, we will comply with all applicable blue sky requirements of each jurisdiction in which we ultimately offer and sell our shares. We intend to register the shares of common stock in both New York and New Jersey. We will not use the services of either Castle or Citadel Securities in offering these securities. Neither will we solicit the clients of those entities.

Under the Securities Exchange Act of 1934 and the regulations thereunder, any person engaged in a distribution of the shares of our common stock offered by this prospectus may not simultaneously engage in market making activities with respect to our common stock during the applicable "cooling off" periods prior to the commencement of such distribution.

SHARES BEING REGISTERED ON THE SELLING SHAREHOLDER'S BEHALF

We are also registering 500,000 shares of our common stock held by Mr. Eli Weinstein, the selling shareholder, on his behalf. Prior to the listing of our securities on the OTC Bulletin Board, Mr. Weinstein has agreed to sell his shares at a price of \$1.00. Once our securities are listed on the OTC Bulletin Board the selling shareholder may sell some or all of such shares at

any price. The shares will not be sold in an underwritten public offering.

-27-

Broker-dealers engaged by the selling shareholder may arrange for other broker-dealers to participate. Broker-dealers may receive commissions or discounts from the selling shareholder (or, if any such broker-dealer acts as agent for the purchaser of such shares, from such purchaser) in amounts to be negotiated. Broker-dealers may agree with the selling shareholder to sell a specified number of such shares at a stipulated price per share.

The selling shareholder and any broker-dealers participating in the distributions of the shares may be deemed to be "underwriters" within the meaning of Section 2(11) of the Securities Act. Any profit on the sale of shares by the selling shareholder and any commissions or discounts given to any such broker-dealer may be deemed to be underwriting commissions or discounts. The shares may also be sold pursuant to Rule 144 under the Securities Act of 1933, as amended, beginning one (1) year after the shares were issued.

Under the Securities Exchange Act of 1934 and the regulations thereunder, any person engaged in a distribution of the shares of our Common Stock offered by this prospectus may not simultaneously engage in market making activities with respect to our Common Stock during the applicable "cooling off" periods prior to the commencement of such distribution. Also, the selling shareholder is subject to applicable provisions that limit the timing of purchases and sales of our Common Stock by the selling shareholder.

We have informed the selling shareholder that, during such time as he may be engaged in a distribution of any of the shares we are registering by this prospectus, he is required to comply with Regulation M. In general, Regulation M precludes the selling shareholder, any affiliated purchasers and any broker-dealer or other person who participates in a distribution from bidding for or purchasing, or attempting to induce any person to bid for or purchase, any security which is the subject of the distribution until the entire distribution is complete. Regulation M defines a "distribution" as an offering of securities that is distinguished from ordinary trading activities by the magnitude of the offering and the presence of special selling efforts and selling methods. Regulation M also defines a "distribution participant" as an underwriter, prospective underwriter, broker, dealer, or other person who has agreed to participate or who is participating in a distribution.

Regulation M prohibits any bids or purchases made in order to stabilize the price of a security in connection with the distribution of that security, except as specifically permitted by Rule 104 of Regulation M. These stabilizing transactions may cause the price of our Common Stock to be less volatile than it would otherwise be in the absence of these transactions. We have informed the selling shareholder that stabilizing transactions permitted by Regulation M allow bids to purchase our Common Stock if the stabilizing bids do not exceed a specified maximum. Regulation M specifically prohibits stabilizing that is the result of fraudulent, manipulative, or deceptive practices. The selling shareholder and distribution participants are required to consult with their own legal counsel to ensure compliance with Regulation M.

LEGAL MATTERS

The validity of the shares has been passed upon for us by our counsel, Spitzer & Feldman P.C.

-28-

EXPERTS

The financial statements of Corporate Road Show.com Inc. at December 31, 2002 and December 31, 2001 appearing in this registration statement have been audited by Lazar Levine & Felix LLP our independent auditor.

NO DEALER, SALESMAN OR OTHER PERSON HAS BEEN GIVEN ANY INFORMATION OR HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS OTHER THAN THE INFORMATION CONTAINED OR INCORPORATED IN THIS PROSPECTUS AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY US, BY THE SELLING STOCKHOLDER OR BY ANY OTHER PERSON. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL UNDER ANY CIRCUMSTANCES CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN OUR AFFAIRS SINCE THE DATE HEREOF. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OTHER THAN THE SHARES DESCRIBED IN THIS PROSPECTUS OR AN OFFER TO SELL OR SOLICITATION OF AN OFFER TO BUY SUCH SHARES IN ANY CIRCUMSTANCES IN, WHICH SUCH OFFER, OR SOLICITATION IS UNLAWFUL.

WHERE YOU CAN FIND MORE INFORMATION

The effectiveness of this registration statement will render us subject to the informational requirements of the Exchange Act, and, we will file

reports, proxy statements and other information with the Securities and Exchange Commission as required by federal law. These reports, proxy statements and other information can be inspected and copied at the public reference facilities maintained by the Securities Exchange Commission Investors may read and copy any of these reports, statements, and other information at the SEC's public reference room located at 450 5th Street, N.W., Washington, D.C., 20549, or any of the SEC's other public reference rooms. Investors should call the SEC at 1-800-SEC-0330 for further information on these public reference rooms upon payment of the fees prescribed by the Securities Exchange Commission. These SEC filings are also available free at the SEC's web site at www.sec.gov.

This prospectus does not contain all of the information set forth in the registration statement, parts of which are omitted to comply with the rules and regulations of the Securities Exchange Commission. For further information, please see the registration statement in its entirety.

-29-

CORPORATE ROAD SHOW.COM, INC.
(A DEVELOPMENT STAGE COMPANY)

INDEX

<TABLE>
<CAPTION>

	PAGE(S)
<S>	<C>
Independent Auditors' Report	F - 2.
Financial Statements:	
Balance Sheets as of March 31, 2003 (Unaudited) and December 31, 2002	F - 3.
Statements of Operations for the Cumulative Period from Inception, November 1, 1999 to March 31, 2003 (Unaudited), the three months ended March 31, 2003 and 2002 (Unaudited) and the Years Ended December 31, 2002 and 2001	F - 4.
Statement of Shareholders' Equity for the Cumulative Period from Inception, November 1, 1999 to December 31, 2002 and the Unaudited Period from January 1, 2003 to March 31, 2003	F - 5.
Statements of Cash Flows for the Cumulative Period from Inception, November 1, 1999 to March 31, 2003 (Unaudited), the three months ended March 31, 2003 and 2002 (Unaudited) and the Years Ended December 31, 2002 and 2001	F - 6.
Notes to Financial Statements	F - 7.

</TABLE>

F - 1

INDEPENDENT AUDITORS' REPORT

To the Shareholders
Corporate Road Show.com, Inc.
Bohemia, New York

We have audited the accompanying balance sheets of Corporate Road Show.com, Inc. (a development stage company), as of December 31, 2002 and 2001, and the related statements of operations, shareholders' equity (deficit) and cash flows for the years ended December 31, 2002 and 2001 and the cumulative period from inception, November 1, 1999 through December 31, 2002. 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 of America. Those standards require that we plan and perform the audit 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 Corporate Road Show.com, Inc. (a development stage company) and the results of its operations and its cash flows for the periods mentioned in conformity with accounting principles

generally accepted in the United States of America.

/s/ LAZAR LEVINE & FELIX LLP

LAZAR LEVINE & FELIX LLP

New York, New York
January 29, 2003

F - 2

CORPORATE ROAD SHOW.COM, INC.
(A DEVELOPMENT STAGE COMPANY)
BALANCE SHEETS

<TABLE>
<CAPTION>

- ASSETS -	MARCH 31, 2003 (UNAUDITED)	DECEMBER 31, 2002	
CURRENT ASSETS:			
<S>	<C>	<C>	
Cash	\$ 134,612	\$ 234,044	
Prepaid expenses	1,262	490	
CURRENT ASSETS:			
TOTAL CURRENT ASSETS	135,874	234,534	
CURRENT ASSETS:			
EQUIPMENT, AT COST LESS ACCUMULATED DEPRECIATION OF \$1,364 AND \$700 FOR 2003 AND 2002, RESPECTIVELY		13,533	7,858
CURRENT ASSETS:			
OTHER ASSETS:			
Deferred offering costs	25,000	15,000	
Other assets	1,800	1,800	
Investments - long-term	13,270	34,725	
	40,070	51,525	
	\$ 189,477	\$ 293,917	
- LIABILITIES AND SHAREHOLDERS' EQUITY -			
CURRENT LIABILITIES:			
Accounts payable and accrued expenses	\$ 4,563	\$ 6,580	
Payroll taxes withheld	3,422	3,649	
Due to officer	-	195	
TOTAL CURRENT LIABILITIES	7,985	10,424	
COMMITMENTS AND CONTINGENCIES			
SHAREHOLDERS' EQUITY:			
Common stock, \$.0001 par value; 20,000,000 shares authorized, 5,730,000 and 5,710,000 shares issued and outstanding in 2003 and 2002, respectively	485,447	573	571
Additional paid-in capital	465,449		
Deficit accumulated during the development stage	(291,420)	(205,619)	
Accumulated other comprehensive income (loss)	(13,108)	23,092	
	181,492	283,493	
	\$ 189,477	\$ 293,917	

</TABLE>

See accompanying notes.

F - 3

CORPORATE ROAD SHOW.COM, INC.
(A DEVELOPMENT STAGE COMPANY)
STATEMENTS OF OPERATIONS

<TABLE>
<CAPTION>

	CUMULATIVE DURING THE DEVELOPMENT STAGE (NOVEMBER 1, 1999 TO MARCH 31, THREE MONTHS ENDED MARCH 31, 2003) 2003 2002 YEAR ENDED DECEMBER 31, (Unaudited) (Unaudited) (Unaudited) 2002 2001				
<S>	<C>	<C>	<C>	<C>	<C>
REVENUES	\$ 53,009	\$ 17,245	\$ 13,556	\$ 25,189	\$ 10,575

COSTS AND EXPENSES:						
Production costs	11,050	600	500	6,900	3,550	
Computer expenses	3,268	451	--	569	1,228	
Compensation expense	143,760	35,760	--	10,500	66,000	30,000
Advertising and promotion	36,732	21,284	--	14,400	1,048	
Professional fees	109,713	30,435	--	78,450	175	
Other expenses	39,906	14,516	177	21,821	2,605	
	344,429	103,046	11,177	188,140	38,606	
NET INCOME (LOSS)	\$ (291,420)	\$ (85,801)	\$ 2,379	\$ (162,951)	\$ (28,031)	
INCOME (LOSS) PER SHARE:						
Basic and diluted	\$ (.06)	\$ (.01)	\$ --	\$ (.03)	\$ (.01)	
Weighted average number of common shares outstanding	5,278,171	5,723,333	5,200,000	5,336,989	5,200,000	

</TABLE>

See accompanying notes.

F - 4

CORPORATE ROAD SHOW.COM, INC.
(A DEVELOPMENT STAGE COMPANY)
STATEMENT OF SHAREHOLDERS' EQUITY

<TABLE>
<CAPTION>

	COMMON STOCK NUMBER	DEFICIT ACCUMULATED ADDITIONAL PAID-IN CAPITAL	DURING THE DEVELOPMENT STAGE	ACCUMULATED OTHER COMPREHENSIVE INCOME	SHAREHOLDERS'	
					EQUITY	
<\$>	<C>	<C>	<C>	<C>	<C>	<C>
At inception, November 1, 1999	--	\$ --	\$ --	\$ --	\$ --	\$ --
Issuance of common units	5,200,000	520	--	--	--	520
Net loss for period ended December 31, 1999	--	--	--	(623)	--	(623)
BALANCE AT DECEMBER 31, 1999	5,200,000	520	--	(623)	--	(103)
Officers' compensation	--	--	12,000	--	--	12,000
Net loss for year ended December 31, 2000	--	--	--	(14,014)	--	(14,014)
BALANCE AT DECEMBER 31, 2000	5,200,000	520	12,000	(14,637)	--	(2,117)
Officers' compensation	--	--	30,000	--	--	30,000
Net loss for year ended December 31, 2001	--	--	--	(28,031)	--	(28,031)
BALANCE AT DECEMBER 31, 2001	5,200,000	520	42,000	(42,668)	--	(148)
Officers' compensation	--	--	21,000	--	--	21,000
Compensatory shares	10,000	1	9,999	--	--	10,000
Unrealized gain on equity securities	--	--	--	23,092	23,092	
Sale of common shares	500,000	50	392,450	--	--	392,500
Net loss for year ended December 31, 2002	--	--	--	(162,951)	--	(162,951)
BALANCE AT DECEMBER 31, 2002	5,710,000	571	465,449	(205,619)	23,092	283,493
Compensatory shares	20,000	2	19,998	--	--	20,000
Unrealized loss on equity securities	--	--	--	(36,200)	(36,200)	
Net loss for three months ended March 31, 2003 (Unaudited)	--	--	--	(85,801)	--	(85,801)

BALANCE AT MARCH 31, 2003 (Unaudited)	5,730,000	\$ 573	\$ 485,447	\$(291,420)	\$ (13,108)	\$ 181,492
--	-----------	--------	------------	-------------	-------------	------------

</TABLE>

See accompanying notes.

F - 5

CORPORATE ROAD SHOW.COM, INC.
(A DEVELOPMENT STAGE COMPANY)
STATEMENTS OF CASH FLOWS

<TABLE>
<CAPTION>

	CUMULATIVE DURING THE DEVELOPMENT STAGE				
	(NOVEMBER 1, 1999 TO MARCH 31, 2003) (UNAUDITED)		YEAR ENDED THREE MONTHS ENDED MARCH 31, 2002 DECEMBER 31, (UNAUDITED)		
	2003	2002	2002	2002	2001

INCREASE (DECREASE) IN CASH
AND CASH EQUIVALENTS:

CASH FLOWS FROM OPERATING
ACTIVITIES:

<S>	<C>	<C>	<C>	<C>	<C>	
Net (income) loss	\$ (291,420)	\$ (85,801)	\$ 2,379	\$ (162,951)	\$ (28,031)	
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities:						
Depreciation	1,364	664	-	700	-	
Officer's compensation	63,000	-	10,500	21,000	30,000	
Compensatory shares	30,000	20,000	-	10,000	-	
Changes in assets and liabilities:						
Prepaid expenses	(1,262)	(772)	-	(490)	-	
Investments held for sale	(26,378)	(14,745)	-	(11,633)	-	
Accrued expenses	4,563	(2,017)	(334)	6,168	238	
Payroll taxes payable	3,422	(227)	-	3,649	-	
Net cash provided (used) by operating activities	(216,711)	(82,898)	12,545	(133,557)	2,207	

CASH FLOWS FROM INVESTING ACTIVITIES:

Purchase of equipment	(14,897)	(6,339)	-	(8,558)	-
Security deposits	(1,800)	-	-	(1,800)	-
Net cash (used) by investing activities	(16,697)	(6,339)	-	(10,358)	-

CASH FLOWS FROM FINANCING ACTIVITIES:

Net repayment of officer's loans	-	(195)	-	-	(2,073)
Offering costs	(25,000)	(10,000)	-	(15,000)	-
Sale of equity units	393,020	-	-	392,500	-
Net cash provided (used) by financing activities	368,020	(10,195)	-	377,500	(2,073)

NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS		134,612	(99,432)	12,545	233,585	134
---	--	---------	----------	--------	---------	-----

Cash and cash equivalents - beginning of period	-	234,044	459	459	325	
--	---	---------	-----	-----	-----	--

CASH AND CASH EQUIVALENTS - END OF PERIOD	\$ 134,612	\$ 134,612	\$ 13,004	\$ 234,044	\$ 459
---	------------	------------	-----------	------------	--------

</TABLE>

See accompanying notes.

F - 6

CORPORATE ROAD SHOW.COM, INC.
(A DEVELOPMENT STAGE COMPANY)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2002 AND 2001
(INFORMATION AS OF AND FOR THE THREE MONTHS ENDED MARCH 31, 2003 AND
2002 IS UNAUDITED)

NOTE 1 - DESCRIPTION OF COMPANY:

Corporate Road Show.Com Inc. (the "Company") was organized in the state of New York on November 1, 1999. The Company is presently an internet-based marketing operation which produces corporate videos available on both the worldwide web via its website or in a hardcopy format. The website serves as a portal for companies to showcase their products and market their goods and services to the business and financial communities. The Company has the capabilities to offer clients custom made "live" and "on demand" video and audio productions as well as compact disk and DVD copies by writing, shooting, editing and prepping in-house as well as hosting such presentations on its website.

The Company is considered as being in the development stage, since its inception, in accordance with Statement of Financial Accounting Standards No. 7 ("SFAS 7"), and its fiscal year end is December 31. As shown in the accompanying financial statements, the Company has generated minimal revenues to date, and incurred cumulative losses of \$291,420 through March 31, 2003.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

The Company's accounting policies are in accordance with accounting principles generally accepted in the United States of America. Outlined below are those policies considered particularly significant.

(A) USE OF ESTIMATES:

In preparing financial statements in accordance with accounting principles generally accepted in the United States of America, management makes certain estimates and assumptions, where applicable, that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenues and expenses during the reporting period. While actual results could differ from those estimates, management does not expect such variances, if any, to have a material effect on the financial statements.

(B) STATEMENTS OF CASH FLOWS:

For purposes of the statements of cash flows the Company considers all highly liquid investments purchased with a remaining maturity of three months or less to be cash equivalents.

(C) FAIR VALUE:

The Company's financial instruments currently consists of cash and cash equivalents, accounts payable and debt obligations. The recorded values of cash and cash equivalents and accounts payable approximate their fair values based on their short-term nature. The recorded values of debt obligations approximate their fair values, as interest approximates market rates.

F - 7

(D) FIXED ASSETS:

Fixed assets are recorded at cost. Depreciation and amortization are provided on a straight-line basis over 5 years.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

(E) DEFERRED OFFERING COSTS:

The Company, in connection with a proposed offering ("the Offering") of its securities, has incurred certain costs which have been deferred and which will be charged against the proceeds upon completion of the Offering or charged to expense in the event the Offering is not completed.

(F) REVENUE RECOGNITION:

The Company recognizes revenue at the time that all services have been substantially completed. The Company has received equity securities in certain entities as payments for services provided for these entities. Some of these entities are newly formed, have no operating history, and the market for such securities is very limited. Since there is no assurance that these securities are marketable, the Company has not recognized any revenue upon receipt. Revenue will be recorded at the time the securities are determined to have a monetary value.

(G) INCOME TAXES:

The asset and liability method is used in accounting for income taxes. Under this method, deferred tax assets and liabilities are recognized for operating loss and tax credit carry forwards and for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the

years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the results of operations in the period that includes the enactment date. A valuation allowance is recorded to reduce the carrying amounts of deferred tax assets unless it is more likely than not that such assets will be realized.

(H) LOSS PER COMMON SHARE:

Loss per common share was calculated by dividing the net loss by the weighted average number of shares outstanding for each period presented.

(I) STATEMENT OF COMPREHENSIVE INCOME:

Other comprehensive income items under SFAS 130 are transactions recorded in shareholders' equity during the year, excluding net income and transactions with shareholders.

Investments in debt and equity securities are classified as available-for-sale, held-to-maturity or as part of a trading portfolio. As of December 31, 2002 and 2001, the Company had no significant investments in securities classified as either held-to-maturity or trading. Securities classified as available-for-sale are carried at fair value and their unrealized gains and losses, net of tax, are reported as accumulated other comprehensive income (loss).

F - 8

NOTE 3 - DUE TO OFFICER:

The Company had received non-interest bearing advances from its officer/major shareholder in order to fund its operations. As of December 31, 2002 and 2001, such advances aggregated \$195. The Company repaid this advance in 2003.

NOTE 4 - SHAREHOLDERS' EQUITY:

In 1999, subsequent to inception, the company issued 5,200,000 shares of its common stock for \$520.

During 2002, the Company issued 500,000 shares of common stock at a per share price of \$1.00, receiving \$392,500 in net cash proceeds. The Company also issued 10,000 shares of common stock in lieu of payment of professional fees aggregating \$10,000.

In 2003 the Company issued 20,000 shares of common stock in lieu of payment of consulting fees aggregating \$20,000.

NOTE 5 - INCOME TAXES:

<TABLE>
<CAPTION>

	MARCH 31, 2003 (UNAUDITED)	DECEMBER 31, 2002
<S>	<C>	<C>
Deferred tax assets and liabilities consist of the following:		
DEFERRED TAX ASSETS:		
Net operating loss carry forwards	\$ 67,668	\$ 47,745
Less valuation allowance	(67,668)	(47,745)
	-----	-----
	\$ -	\$ -
	=====	=====

</TABLE>

No provision for Federal and state income taxes has been recorded since the Company has incurred losses since inception. Deferred tax assets at December 31, 2002 and 2001 consist primarily of the tax effect of the net operating losses that expire in years beginning in 2011 and which amounts to approximately \$133,000 at December 31, 2002. The Company has provided a 100% valuation allowance on the deferred tax assets at December 31, 2002 and 2001 to reduce such asset to zero, since there is no assurance that the Company will generate future taxable income to utilize such asset. Management will review this valuation allowance periodically and make adjustments as warranted.

NOTE 6 - COMMITMENTS:

LEASE:

Effective December 1, 2002 the Company entered into a lease for office space and ancillary services. This lease requires monthly payments of \$1,250 and has an initial term of 12 months.

NOTE 6 - COMMITMENTS (CONTINUED):

EMPLOYMENT AGREEMENTS:

On January 1, 2003 the Company entered into an Employment Agreement with its Chief Executive Officer and Chairman of the Board, for a term of two (2) years commencing on such date, providing for an annual salary of \$90,000. In addition to his annual salary, this officer has the right to participate in any share option plan, share purchase plan, retirement plan or similar plan offer by the Company, to the extent authorized by the Board.

NOTE 7 - PROPOSED PUBLIC OFFERING:

The Company is currently preparing a registration statement for an initial public offering of its common stock. The Company intends to offer 2,500,000 shares of common stock, at \$1.00 per share, which includes 500,000 shares of common stock offered by a selling stockholder. The Company will not receive any proceeds from the sale of the shares of common stock being offered by the selling shareholder.

The shares of Company common stock will be offered and sold on a self-underwritten basis by using Company officers, directors, participating licensed broker-dealers or in private transactions.

F - 10

PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 24. Indemnification of Directors.

CRS's Certificate of Incorporation permits indemnification to the fullest extent permitted by New York law. CRS's by-laws require CRS to indemnify any person who was or is an authorized representative of CRS, and who was or is a party or is threatened to be made a party to any corporate proceeding, by reason of the fact that such person was or is an authorized representative of CRS, against expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such third party proceeding if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of CRS and, with respect to any criminal third party proceeding (including any action or investigation which could or does lead to a criminal third party proceeding) had no reasonable cause to believe such conduct was unlawful. CRS shall also indemnify any person who was or is an authorized representative of CRS and who was or is a party or is threatened to be made a party to any corporate proceeding by reason of the fact that such person was or is an authorized representative of CRS, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such corporate action if such person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of CRS, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to CRS unless and only to the extent that the court in which such corporate proceeding was pending shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such authorized representative is fairly and reasonably entitled to indemnity for such expenses which any court shall deem proper. Such indemnification is mandatory under CRS's by-laws as to expenses actually and reasonably incurred to the extent that an authorized representative of CRS has been successful on the merits or otherwise in defense of any third party or corporate proceeding or in defense of any claim, issue or matter therein. The determination of whether an individual is entitled to indemnification may be made by a majority of disinterested directors, independent legal counsel in a written legal opinion or the shareholders. CRS currently does not maintain a directors and officers liability insurance policy.

Inssofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling CRS pursuant to the foregoing provisions, CRS has been informed that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in that Act and is therefore unenforceable.

Item 25. Other Expenses of Issuance and Distribution.

The estimated expenses of the distribution, all of which are to be borne by us, are as follows. All amounts are estimates except the Securities and Exchange Commission registration fee:

Registration Fee.....	\$ 230
Printing and Engraving Expenses.....	\$ 5,000
Accounting Fees and Expenses.....	\$ 25,000
Legal Fees and Expenses.....	\$ 60,000
Transfer Agent's Fees and Expenses....	\$ 1,500

Miscellaneous..... \$ 8,270
Total..... \$ 100,000

II - 1

Item 26. Recent Sale of Unregistered Securities.

Set forth below is information regarding the issuance and sales of CRS' common stock without registration during the last three (3) years. No such sales involved the use of an underwriter.

1. On November 1, 1999, we were incorporated pursuant to the New York Business Corporation Law. Upon our incorporation 5,000,000 shares were issued to our founding shareholder for consideration of \$500 and 200,000 shares were issued to his wife for consideration of \$20. This transaction by us did not involve any public offering and was exempt from the registration requirements under the Securities Act pursuant to Section 4(2) thereof.
2. In June 2002 we issued 250,000 shares of common stock to Eli Weinstein, an accredited investor, for consideration of \$250,000. In October 2002 we issued 250,000 shares of common stock to Mr. Weinstein for \$250,000. We paid a finder's fee to Five Flags, Inc. of \$100,000. Five Flags, Inc., a consultant to CRS, is not a registered broker-dealer. These issuances of shares of common stock to Mr. Weinstein by us did not involve any public offering and was exempt from the registration requirements under the Securities Act pursuant to Section 4(2) thereof.
3. In November 2002 we issued 10,000 shares of common stock to David Kagel as consideration for services rendered. Mr. Kagel assisted us in the preparation of the June 1, 2002 private placement memorandum. We valued his services at \$10,000. Such offering was exempt from the registration requirement under the Securities Act pursuant to Section 4(2) thereof. Mr. Kagel is an accredited investor. This transaction did not involve any public offering and was exempt from the registration requirements under the Securities Act pursuant to Section 4(2) thereof.
4. In February of 2003 we issued 20,000 shares to Benjamin Lapin as part of a finder's fee arrangement we had with Mr. Lapin, a non-accredited. Mr. Lapin introduced us to Dynamic Distribution Corp. which resulted in an agreement with Dynamic but no realization of revenue to date. Mr. Lapin, in addition to having access to the books and records of CRS as well as ample access to our management, was considered sophisticated enough to understand the risks of an investment in our company. This transaction did not involve any public offering and was exempt from the registration requirements under the Securities Act pursuant to Section 4(2) thereof.

ITEM 26. EXHIBITS

EXHIBIT NO.	DESCRIPTION
3.1	Certificate of Incorporation of the Registrant
3.2	By-laws of the Registrant
4.1	Specimen Common Stock Certificate
5.1	Opinion of Spitzer & Feldman P.C. with respect to the validity of the shares
10.1	American Express Agreement
10.2	HQ Lease
10.3	2003 Omnibus Stock Option Agreement, dated February 14, 2003*
10.5	Form of Subscription Agreement*
10.6	Ferraro Employment Agreement
10.7	Overture Services, Inc. Agreement
10.8	Dynamic Distribution Corp. Agreement, dated February 11, 2003
23.1	Consent of Lazar, Levine & Felix LLP
23.2	Consent of Spitzer & Feldman P.C. (included in Exhibit 5.1)

* To be filed by amendment.

II - 2

Item 27. Undertakings.

A. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities, other than the payment by us of expenses incurred or paid by our director, officer or controlling person in the successful defense of any action, suit or proceeding, is asserted by such director, officer or controlling person in connection with the securities being registered, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

B. We hereby undertake:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
 - (ii) To specify in the prospectus any facts or events arising after the effective date of the Registration Statement or most recent post-effective amendment thereof which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered, if the total dollar value of securities offered would not exceed that which was registered, and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b), Section 230.424(b) of Regulation S-B, if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and
 - (iii) To include any additional or changed material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.
- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

II - 3

SIGNATURES

In accordance with the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form SB-2 and has duly caused this amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of New York, State of New York, on June 23, 2003.

CORPORATE ROAD SHOW.COM INC.

New York, New York
June 23, 2003

By: /s/ Frank Ferraro

Frank Ferraro
Chairman, Principal Financial Officer
and Chief Executive Officer

II - 4

CERTIFICATE OF INCORPORATION
OF
CORPORATE ROAD SHOW.COM INC.
UNDER SECTION 402 OF THE BUSINESS CORPORATION LAW

The undersigned, a natural person of the age of eighteen years or over, desiring to form a corporation pursuant to the provisions of Section 402 of the Business Corporation Law of the State of New York, hereby certifies as follows:

FIRST: The name of the corporation is:

CORPORATE ROAD SHOW.COM INC.

SECOND: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Law of the State of, New York, exclusive of any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

THIRD: The office of the corporation in the State of New York is to be located in tire County of Suffolk.

FOURTH: The aggregate number of shares which the corporation shall have the authority to issue is:

Twenty Million (20,000,000) at 0.0001 par value.

FOURTH: The Secretary of State is designated as the agent of the corporation upon whom process against the corporation may be served, and the address to which the Secretary of state shall mail a copy of any process against the corporation served upon him is:

27 Hy Place
Lake Grove, NY 11755

SIXTH: No director of the corporation shall be personally liable to the corporation or its stockholders for damages s for any breach of duty in such capacity except where a judgment or other final adjudication adverse to said director establishes: that the director's acts or omissions were in bad faith or, involved intentional misconduct or a knowing violation of law or that said director personally gained a financial profit or other advantage to which he was not entitled, or the director's acts violated Section 719 of the New York Business Corporation Law.

Date: November 1, 1999

Claudia Stone
Incorporator
Corporation Service Company
80 State Street
Albany, NY 12207

BY LAWS
OF
CORPORATE ROAD SHOW.COM INC.
(a New York corporation)

ARTICLE I

SHAREHOLDERS

1. CERTIFICATES REPRESENTING SHARES. Certificates representing Shares shall set forth thereon the statements proscribed by Section 508, and, where applicable, by Sections 505, 616, 6021, 1, 710), and 1002, of the Business Corporation Law and by any other applicable provision of law and shall be signed by the Chairman or a Vice-Chairman of the Board of Directors if any, or by the President or a Vice-President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer and may be sealed with the corporate seal or a facsimile thereof. The signatures of the officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the corporation itself or its employee, or if the shares are listed on a registered national security exchange. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer before such certificate is issued it may be issued by the corporation with the same effect as if he were such officer at the date of its issue.

A certificate representing shares shall not be issued until the full amount of consideration therefor has been paid except as Section 504 of the Business Corporation Law may otherwise permit.

The corporation may issue a new certificate for shares in place of any certificate theretofore issued by it, alleged to have been lost or destroyed, and the Board of Directors may require the owner of any lost or destroyed Certificate, or his legal representative, to give the corporation a bond sufficient to indemnify the corporation against any claim that may be made against it on account of the alleged loss or destruction of any such certificate or the issuance of any such new Certificate.

2. FRACTIONAL SHARE INTERESTS. The corporation may issue: certificates (or fractions of a share which shall entitle the holder in proportion to his fractional holdings, to exercise voting rights, receive dividends, and participate in liquidating distributions; or it may pay in cash the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined; or it may issue scrip in registered or bearer form over the manual or facsimile signature of all officers of the corporation or of its agent, exchangeable as therein provided for full shares, but such scrip shall not entitle the holder to any rights of a shareholder except as therein provided

3. SHARE TRANSFERS. Upon compliance with provisions restricting the transferability of shares, if any, transfers of shares of the corporation shall be made only on the share record of the corporation by the registered holder thereof, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation or with a transfer agent or a registrar, if any, and on surrender of the certificate or certificates for such shares properly endorsed and the payment of all taxes due thereon.

1

4. RECORD DATE FOR SHAREHOLDERS. For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof or to express consent to or dissent from any proposal without a meeting or for the purpose of determining shareholders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other action, the directors may fix, in advance, a date as the record date for any such determination of shareholders. Such date shall not be more than sixty days nor less than ten days before the date of such meeting nor more than sixty days prior to any other action. If no record date is fixed, the record date for the determination of shareholders entitled to notice of or to vote at a meeting, of shareholders shall be at the close of the business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held; the record (date for determining

shareholders for any Purpose other than that specified in the preceding clause shall be at the close of business on the day on which the resolution of the directors relating thereto is adopted. When a determination of shareholders of record entitled to notice of or to vote, at any meeting of shareholders has been made as provided in this paragraph, such determination shall apply to any adjournment thereof unless directed to fix a new record date tender this paragraph for the adjourned meeting.

5. MEANING OF CERTAIN TERMS. As used herein in respect of the right to notice of a meeting of shareholders or a waiver thereof or to participate or vote thereat or to consent or dissent in writing in lieu of a meeting as the case may be, the term "share" or "shares" or "shareholder" or "shareholders" refers to all outstanding share or shares and to a holder or holders of record of outstanding shares when the corporation is authorized to issue only one class of shares and said reference is also intended to include any outstanding share or shares and any holder or holders of record of outstanding shares of any class upon which or upon whom the Certificate of Incorporation confers such rights where (here are two or more classes or series of shares or upon which or upon whom the Business Corporation Law confers such rights notwithstanding that the Certificate of Incorporation may provide for more than one class or series of shares, one or more of which are limited or denied such rights thereunder.

6. SHAREHOLDER MEETINGS.

- TIME. The annual meeting shall be held on the date fixed, from time to time, by the directors provided that the first annual meeting shall be held on a date within thirteen months after the formation of the corporation, and each successive annual meeting shall be held on a date within thirteen months after the date of the preceding annual meeting. A special meeting shall be held on the date fixed by the directors except when the Business Corporation Law confers the right to fix the date upon shareholders

- PLACE. Annual meetings and special meetings shall be held at such place, within or without the State of New York, as the directors may, from time to time, fix. Whenever the directors shall fail to fix such place, or, whenever shareholders entitled to call a special meeting shall call the same, the meeting shall be held at the office of the corporation in the State of New York.

2

- CALL. Annual meetings may be called by the directors or by any officer instructed by the directors to call the meeting. Special meetings may be called in like manner except when the directors, are required by the Business Corporation Law to call a meeting, or except when the shareholders are entitled by said Law to demand the call of a meeting.

- NOTICE OR ACTUAL OR CONSTRUCTIVE WAIVER OF NOTICE. Written notice of all meetings shall be given, stating the place, date and hour of the meeting, and, unless it is an annual meeting, indicating, that it is being issued by or at the direction of the person or persons calling the meeting. The notice of an annual meeting shall state that the meeting is called for the election of directors and for the transaction of other business which may properly come before the meeting, and shall (if any other action which could be taken at a special meeting is to be taken at such annual meeting) state the purpose or purposes. The notice of a special meeting shall in all instances state the purpose, or purposes for which the meeting is called; and, at any such meeting only such business may be transacted which is related to the purpose or purposes set forth in the notice. If the directors shall adopt, amend, or repeal a By-Law regulating an impending election of directors, the notice of the next meeting for election of directors shall contain the statements prescribed by Section 601(b) of the Business Corporation Law. If any action is proposed to be taken which would, if taken, entitle shareholders to receive payment for their shares, the notice shall include a statement of that purpose and to that effect and shall be accompanied by a copy of Section 623 of the Business Corporation Law or an outline of its material terms. A copy of the notice of any meeting shall be given, personally or by first class mail, not fewer than ten days nor more than sixty days before the date of the meeting, unless the lapse of the prescribed period of time shall have been waived, to each shareholder at his record address or at such other address which he may have furnished by request in writing to the Secretary of the corporation. In lieu of giving a copy of such notice personally or by first class mail as aforesaid, a copy of such notice may be given by third class mail not fewer than twenty-four nor more than sixty days

before the (late of the meeting. Notice by mail shall be deemed to be given when deposited with postage. thereon prepaid, in a post office or official depository under the exclusive care and custody of file United States post office department. If a meeting is adjourned to another time or place, and, if any announcement of the adjourned time or place is made at the meeting it shall not be necessary to give notice of the adjourned meeting unless the directors, after adjournment fix a new record date for the adjourned meeting. Notice of a meeting need not be given to any shareholder who submits a signed waiver of notice before or after the meeting. The attendance of a shareholder at a meeting without protesting prior to the conclusion of the meeting the lack of notice of such meeting shall constitute a waiver of notice by him

- SHAREHOLDER LIST AND CHALLENGE. A list of shareholders as of the record date, certified by the Secretary or other officer responsible for its preparation or by the transfer agent, if any, shall be produced at any meeting of shareholders upon the request thereat or prior thereto of any shareholder. If the right to vote at any meeting is challenged, the inspectors of election, if any or the person presiding thereat, shall require such list of shareholders to be produced as evidence of the right of the persons challenged to vote at such meeting, and all persons who appear from such list to be shareholders entitled to vote thereat may vote at such meeting

3

- CONDUCT OF MEETING. Meetings of the shareholders shall be presided over by one of the following officers in the order of seniority and if present and acting - the Chairman of the Board, if any, the Vice-Chairman of the Board, if any, the President, a Vice-President, or, if none of the foregoing is in office and present and acting, by a chairman to be chosen by the shareholders. The Secretary of the corporation, or in his absence, an Assistant Secretary, shall act as secretary of every meeting but if neither the Secretary nor an Assistant Secretary is present the chairman of the meeting shall appoint a secretary of the meeting.

- PROXY REPRESENTATION. Every shareholder may authorize another PERSON OR persons to act for him by proxy in all matters in which a shareholder is entitled to participate whether by waiving notice of any meeting, voting or participating at a meeting, or expressing consent or dissent without a meeting. No proxy shall be valid after the expiration of eleven months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the shareholder executing it, except as otherwise provided by the Business Corporation Law.

- INSPECTORS - APPOINTMENT. Inspectors may be appointed in the manner prescribed by (the provisions of Section 610 of (the Business Corporation Law, but need not be appointed except as otherwise required by those provisions.

- QUORUM. Except for a special election of directors pursuant to Section 603(b) of the Business Corporation Law, and except as herein otherwise provided, the holders of a majority of the votes of outstanding ; share, shall constitute a quorum at a meeting of shareholders for the transaction of any business. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any shareholders. The shareholders present may adjourn the meeting despite the absence of a quorum.

- VOTING. Each Share shall entitle the holder thereof to one vote. In the election of directors, a plurality of the vote cast shall elect. Any other action shall be authorized by a majority of the votes cast in favor of or against such action except where the Business Corporation Law provides otherwise.

7. SHAREHOLDER ACTION WITHOUT MEETINGS. Whenever under the provisions of the Business Corporation Law shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting ;It which all shares entitled to vote thereon were present and voted, in accordance with the provisions of Section 615 S of the Business Corporation Law.

ARTICLE II

GOVERNING BOARD

1. FUNCTIONS AND DEFINITIONS. The business of the corporation shall be managed under the direction of a governing board, which is herein referred to as the "Board of Directors" or "directors" notwithstanding that the members thereof may otherwise bear the titles of trustees, managers or governors or any other designated title, and notwithstanding that only one director legally constitutes the Board. The word "director" or "directors" likewise herein refers to a member or to members of the governing board notwithstanding the designation of a different official title or titles. The use of the phrase "entire board" herein refers to the total number of directors which the corporation would have if there were no vacancies.

2. QUALIFICATIONS AND NUMBER. Each director shall be at least eighteen years of age. A director need not be a shareholder, a citizen of the United States, or a resident of the State of New York. The initial Board of Directors shall consist of one person. Thereafter the number of directors constituting the board shall be at least one. Subject to the foregoing limitation and except for the first Board of Directors, such number may be fixed from time to time by action of the shareholders or of the directors, and, if the number is not so fixed, the number shall be one. The number of directors may be increased or decreased by action of shareholders or of the directors, provided that any action of the directors, to effect such increase or decrease shall require the vote of a majority of the entire Board. No decrease shall shorten the term of any incumbent director.

3. ELECTION AND TERM. The first Board of Directors shall be elected by the incorporator or incorporators and shall hold office until the first annual meeting of shareholders and until their successors have been elected and qualified. Thereafter, directors who are elected at an annual meeting of shareholders, and directors who are elected in the interim by the shareholders to fill vacancies and newly created directorships, shall hold office until the next annual meeting of shareholders and until their successors have been elected and qualified; and directors who are elected in the interim by the shareholders to fill vacancies and newly created directorships shall hold office until the next meeting of shareholders at which the election of directors is in the regular order of business and until their successors have been elected and qualified. In the interim between annual meetings of shareholders or of special meetings of shareholders called for the election of directors, newly created directorships and any vacancies in the Board of Directors, including vacancies resulting from the removal of directors for cause or without cause, may be filled by the vote of the remaining directors then in office, although less than a quorum exists.

4. MEETINGS.

- TIME. Meetings shall be held at such time as the Board shall fix, except that the first meeting of a newly elected Board shall be held as soon after its election as the directors may conveniently assemble.

- PLACE. Meetings shall be held at such place within or without the State of New York, as shall be fixed by the Board.

- CALL. No call shall be required for regular meetings for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman of the Board, if any, of the President, or of a majority of the directors in office.

- NOTICE OR ACTUAL OR CONSTRUCTIVE WAIVER. No notice shall be required for regular meetings for which the time and place have been fixed. Written, oral,

or ally other mode of notice of the tune and place shall be given for special meetings in sufficient tune for the convenient assembly of the directors thereat. The notice of any meeting need not specify the purpose of the meeting. Any requirement of furnishing a notice shall be waived by any director who signs a waiver of notice before or after the meeting, or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice to him.

- QUORUM AND ACTION. A majority of the entire Board shall constitute a quorum except when a vacancy or vacancies -prevents such majority whereupon a majority of the directors in office shall constitute it quorum, provided such majority shall constitute at least one-third of the entire Board. A majority of the directors present, whether or not a quorum is present, may adjourn is meeting to another time and place. Except its herein otherwise provided, the act of the Board shall be the act at a meeting duly assembled, by vote of it majority of the directors present at the time of the vote, a quorum being present at such time.

Any one or more members of the Board of Directors or of any committee thereof participate in a meeting of said Board or of any such committee by means of a conference telephone or similar communication equipment allowing all parsons participating in the meeting to hear each other 41t the same time, lint participation try such means shall constitute presence in poison at the meeting.

- CHAIRMAN OF THE MEETING. The Chairman of the Board, if any and if present and acting, shall preside at all meetings. Otherwise, the President, if Present and acting, or any other director chosen try the Board, shall preside.

5. REMOVAL OF DIRECTORS. Any or all of the directors may be removed for cause or without cause by the shareholders. One or more of the directors may be removed for cause by the Board of Directors.

6. COMMITTEES. The Board of Directors, by resolution adopted by a majority of the entire Board of Directors, may designate from their number one or more directors to constitute an Executive Committee and other committees, each of which, to the extent provided in the resolution designating it, shall have the authority of the Board of Directors with the exception of any authority the delegation of which is prohibited by Section 712 of the Business Corporation Law.

7. WRITTEN ACTION. Any action required or permitted to be taken by the Board of Directors or by any committee thereof may be taken without a meeting if all of the members of the Board of Directors or of any committee thereof consent in writing, to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the Board of Directors or of any such committee shall be filed with the minutes of the proceedings of the Board of Directors or of any such committee.

6

ARTICLE III

OFFICERS

The directors may elect or appoint a Chairman of the Board of Directors, a President, one or more Vice-Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer one or more Assistant Treasurers, and such other officers as they may determine. The President may but need not be a director. Any two or more offices may be hold by the same person. When all of the issued and outstanding shares of the corporation are owned by one person, such person may hold all or any combination of offices.

Unless otherwise provided in the resolution of election or appointment, each officer shall hold office until the meeting of the Board of Directors following the next annual meeting of shareholders and until his successor has been elected or appointed and qualified.

Officers shall have the powers and duties defined in the resolutions appointing them.

The Board of Directors may remove any officer for cause or without cause.

ARTICLE IV

OFFICERS

STATUTORY NOTICES TO SHAREHOLDERS

The directors may appoint the Treasurer or other fiscal officer and/or the Secretary my or any other officer to cause to be prepared and furnished to shareholders entitled thereto any special financial notice and/or any financial statement, as the case may be, which may be required by any provision of law, and which, more specifically, may be required by Sections 511, 515, 516,517, 519, and 520 of the Business Corporation Law.

ARTICLE V

BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the shareholders, of the Board of Directors, and of any committee which the directors may appoint, and shall keep at the office of the corporation in the State of New York or at the office of the transfer agent or registrar, if any, in said State, a record containing the names and addresses of all shareholders, the number and class of shares held by each, and the dues when they respectively became the owners of record thereof. Any of the foregoing books, minutes, or records may be in written form or in any other form capable of being converted into written form within a reasonable time.

7

ARTICLE VI

CORPORATE SEAL

'The corporate seal, if any, shall be in such form as the Board of Directors shall prescribe.

ARTICLE VII

FISCAL YEAR

The fiscal year of the corporation shall be fixed, and shall be subject to change from time to time, by the Board of Directors.

ARTICLE VIII

CONTROL OVER BY-LAWS

The shareholders entitled to vote in the election of directors or the directors upon compliance with ally statutory requisite may amend or repeal the By-laws and may adopt new By-Laws, except that the directors may not amend or repeal any By-Law or adopt any new By-Laws the statutory control over which is vested exclusively in the said shareholders or in the incorporators By-Laws adopted by the incorporators or directors may be amended or repealed by the said shareholders.

8

* * * * *

The undersigned incorporator certifies that he has examined the foregoing Bylaws and has adopted the same as the first By-Laws of the corporation; that said lay-Laws contain specific and general provisions, which, in order to be operative must be adopted by the incorporator or incorporators or the

shareholders entitled to vote in the election of directors; and that he, has adopted each of said specific and general provisions in accordance with the requirements of tire Business Corporation Law.

Dated: November 4, 1999

Claudia Stone, Incorporator of
CORPORATE ROAD SHOW.COM INC.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of the By-Laws of CORPORATE ROAD SHOW.COM INC., a New York corporation, as in effect on the date hereof.

WITNESS my hand and the seal of the corporation.

Dated:

Secretary of
CORPORATE ROAD SHOW.COM INC.

9

CORPORATE ROAD SHOW.COM INC.

CORPORATE RECORDS

CERTIFICATE FLED
November 01, 1999

10

EXHIBIT 10.4

NUMBER SHARES
SHARES
01007

CORPORATE ROADSHOW.COM, INC.
Incorporated Under the Laws of the State of New York

See Reverse for
Certain Definitions

Common Stock
CUSIP 22003E 10 0

THIS CERTIFIES THAT:

IS THE OWNER OF

FULLY PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF \$.001 PAR VALUE EACH OF

CORPORATE ROADSHOW.COM, INC.

transferable on the books of the Corporation in person or by attorney upon
surrender of this certificate duly endorsed or assigned. This certificate and
the shares represented hereby are subject to the laws of the State of New York,
and to the Articles of Incorporation and By-laws of the Corporation, as now or
hereafter amended. This certificate is not valid until countersigned by the
Transfer Agent.

WITNESS the facsimile seal of the Corporation and the
facsimile signatures of its duly authorized officers.

Dated: Countersigned:
Olde Monmouth Stock Transfer Co., Inc.
201 Memorial Parkway, Atlantic Highlands, NJ 07716
Transfer Agent

By: Authorized Signature
CORPORATE
(SEAL)
1999

Secretary President

The following abbreviations, when used in the inscription on the face
of this certificate, shall be construed as though they were written out in full
according to applicable laws or regulations:

TEN COM - as tenants in common UNIF GIFT MIN ACT -.....Custodian.....
TEN ENT - as tenants by the entireties (Cust) (Minor)
JT TEN - as joint tenants under Uniform Gifts to Minors
with right of Act.....
survivorship and not as tenants (State)
in common

Additional abbreviations may also be used though not in the above list.

For Value Received, _____ hereby sell, assign and transfer unto

Please insert social security or other
identifying number of assignee

(please print or typewrite name and address, including zip code, of assignee)

-----Shares
of the stock represented by the within Certificate, and do hereby irrevocably
constitute and appoint

-----Attorney
to transfer the said stock on the books of the within named Corporation with
full power of substitution in the premises.

Dated _____

NOTICE: The signature to this assignment must
correspond with the name as written upon the face
of the certificate in every particular, without
alteration or enlargement or any change
whatsoever.

THE SIGNATURE TO THE ASSIGNMENT MUST CORRESPOND TO THE NAME AS WRITTEN UPON THE
FACE OF THIS CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT
OR ANY CHANGE WHATSOEVER, AND MUST BE GUARANTEED BY A COMMERCIAL BANK OR TRUST
COMPANY OR A MEMBER FIRM OF A NATIONAL OR REGIONAL OR OTHER RECOGNIZED STOCK
EXCHANGE IN CONFORMANCE WITH A SIGNATURE GUARANTEE MEDALLION PROGRAM.

Stock Market Information Columbia Financial Printing Co.,
P.O. Box 210, Bethpage, NY 11714

Spitzer & Feldman P.C.
405 Park Avenue
New York, NY 10022

June 24, 2003

Corporate Road Show.com Inc.
80 Orville Drive - Suite 100
Bohemia, New York 11716

Re: REGISTRATION STATEMENT ON FORM SB-2

Dear Ladies and Gentlemen:

We have acted as counsel to Corporate Road Show.Com Inc. (the "Company"), a New York corporation, in connection with the preparation and filing of Registration Statement No. 333-104815 on Form SB-2/A including a prospectus ("Prospectus") to be filed on June 24, 2003 (the "Registration Statement") covering 2,500,000 shares of Common Stock, par value \$0.0001, including authorized but unissued Shares being offered by the Company (collectively, the "Shares"). Pursuant to the Registration Statement, the Shares are to be sold to the public as follows: (i) 2,000,000 by the Company on a self-underwritten basis; and (ii) 500,000 by Mr. Eli Weinstein, the selling shareholder.

We have examined copies of the Articles of Incorporation, the By-Laws of the Company, the Registration Statement, and such other corporate records, proceedings and documents, including the consents of the Board of Directors of the Company, as we have deemed necessary for the purpose of rendering this opinion. In our examination of such material, we have assumed the genuineness of all signatures and the conformity to original documents of all copies submitted to us.

We are admitted to the practice of law in the State of New York and we do not express any opinion as to the laws of any other states or jurisdictions, except as to matters of federal law. The opinion expressed herein is based on the laws of New York including applicable statutory provisions, applicable provisions of the New York Constitution and reported judicial decisions interpreting those laws.

Based upon and subject to the foregoing, we are of the opinion that the Shares, to be issued in accordance with the terms of the offering as set forth in the Prospectus included as part of the Registration Statement, and when issued and paid for, will constitute validly authorized and legally issued Shares, fully paid and non-assessable.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to this firm in the Prospectus.

Very truly yours,

/S/ SPITZER & FELDMAN P.C.
Spitzer & Feldman P.C.

EXHIBIT 10.1

Subj: American Express Application Approved
Date: Mon, 18 Jun 2001 5:04:58 PM Eastern Daylight Time
From: "American Express" americanexpress@linkshare.com
To: info@corporateroadshow.com

Dear Frank Ferraro:

Congratulations! You have been accepted as a member of the American Express Affiliate Program - part of the LinkShare Network(TM). We look forward to a successful partnership with your site.

As an American Express Affiliate, you can earn anywhere from \$25 to \$45 for each new customer* your site generates.

The commission structure is based on the product(s) your site promotes:

Consumer Cards	\$30/ new customer
Small Business Corporate Cards	\$45/ new customer
Membership B@nking	\$35/ new account
Merchant Services	\$25/ new account

To begin participating in the American Express Affiliate Program immediately, follow these steps:

1. Go to <http://www.linkshare.com/createlinks?oid-22117>
2. Log on to your account with your Username and Password (both are noted below).
3. Select your desired American Express link from the left frame tool bar (Text/Email or Banner).
5. Copy and paste the appropriate American Express link code into your Web site.
6. Make sure you select the right product to promote! If your site is targeted at consumers, select from Consumer Credit and Charge Cards or Membership B@nking. If your site is targeted to small business owners and operators, select from Small Business Credit and Charge Cards or Establishment Services.

Keep in mind that American Express has a wide selection of product offerings that may appeal to your site's users. Be sure to review <http://www.americanexpress.com/affiliate> to see which business-to-business or consumer-oriented products would be appropriate for your site.

Due to tracking difficulties, in certain circumstances commissions will not be paid for visitors with disabled browser cookie who have been approved for a product promoted through LinkShare.

If you have any questions or concerns about using these links, or about the American Express Affiliate program, please contact us at americanexpress@linkshare.com (1-888-SHARE89 ext. 286 or visit the Linkshare Help section at <http://www.linkshare.com/helpcenter/helpframe.html>).

For special affiliate promotions or marketing ideas, please email us at AffiliateTeam@aexp.com.

You'll also find great tips on getting the most from the American Express Affiliate Program at <http://www.linkshare.com/helpcenter/resource.html>.

Thank you for your participation in the American Express Affiliate Program. We look forward to a mutually rewarding partnership!

Best regards.

The American Express Affiliate Team

Username: 8KGnzSTFh

* Please be aware that it takes two to six weeks to process an American Express

Card or service application, and thus may take several weeks for your commission on approved products or services to be reported.

A successful transaction is defined as a valid, completed, approved Card or service application submitted by a prospect. When visitors have a disabled cookie browser, American Express may not be able to pay on the transaction. Commissions are paid only on products promoted through the LinkShare Network. This program is subject to change. This program may be modified, suspended, or otherwise terminated without notice. Other terms and conditions apply.

info@corporateroadshow.com

AGREEMENT

Client: Corporate Roadshow

Address: 45 Church Street
Suite 100

City, State and Zip: Freeport, NY 11520

Email Address: info@corporateroadshow.wm

Phone: 631-327-0084 Frank Ferrarro

Fax: Contact Name

Billing Address (if different from above):

Type of Business or Service:

Persons authorized to charge to account:

Referring Broker:

Real Estate Company Name:

Real Estate Company Address:

Center: Orville

Address: 80 Orville Drive

City, State and Zip: Bohemia NY 11716

Email Address: Claudia.Amico@hq.com

Phone: 631-244-1400 Claudia Mazzola

Fax: 631-567-0611 Contact Name

Number of Offices: 1

Program: Full Office Program

Office Numbers: 126

Initial Term: 12 Months

<TABLE>

<CAPTION>

<S>

<C>

<C>

Fixed Monthly Fees: T1 Line: \$100.00

Monthly Rent: \$900.00 Fix Line: \$50.00

TEL Lines/Equip: \$200.00

Refundable Retainer: \$1,800.00 Fixed Fee Payment Date: 1st of Month Service Fee Payment Date: 1st of Month

Start Date: December 1, 2002

</TABLE>

This agreement will automatically renew for the same period of time as the initial term at the then current rates for the offices and/or services.

If I have less than three (3) offices, I will give sixty (60) days written notice to cancel my renewal. If I have three (3) or more offices I will give ninety (90) days written notice to cancel my renewal.

I have read and understand the terms and conditions on the reverse side and I agree to be bound by those terms and conditions.

TERMS AND CONDITIONS

1. OFFICE ACCESS. As a client you have a license to use the offices) assigned to you. You also have shared use of common areas in the center. Your office comes with standard office furniture. You have access to your office(s) twenty-four (24) hours a day, seven (7) days a week. Our building provides office cleaning, maintenance services, electric heating and air conditioning to the center during normal business hours as determined by the landlord for the building.

We reserve the right to relocate you to another office in the center from time to time. If we exercise this right it will only be to an office of equal or larger size and configuration. This relocation is at our expense.

We reserve the right to show the offices) to prospective clients and will use reasonable efforts not to disrupt your business.

2. SERVICES. In addition to your office, we provide you with certain services on an as requested basis. The fee schedule for these services is available upon request. The fees are charged to your account and are payable on the service fee payment date listed on the reverse side of this agreement. You agree to pay all charges authorized by you or your employees. The fee schedule is updated from time to time.

HQ Global Workplaces (HQ) and vendors designated by HQ are the only service providers authorized to provide services in the center. You agree that neither you nor your employees will solicit other clients of the center to provide any service provided by HQ or its designated vendors, or otherwise.

In the event you default on your obligations under this agreement, you agree that HQ may cease to provide any and all services including telephone services without resort to legal process.

3. PAYMENTS. You agree to pay the fixed and additional service fees and all applicable sales or use taxes on the payment dates listed on the reverse side of this agreement. If you dispute any portion of the charges on your bill, you agree to pay the undisputed portion on the designated payment date. You agree that charges must be disputed within ninety (90) days or you waive your right to dispute such charges. You may be charged a late fee for any late payments.

When you sign this agreement you are required to pay your fixed fee, set up fees and a refundable retainer. The refundable retainer will not be kept in a separate account from other funds of HQ and no interest will be paid to you on this amount. The refundable retainer may be applied to outstanding charges at any time at our discretion. We have the right to require that you replace retainer funds that we apply to your charges. At the end of the term of this agreement, if you have satisfied all of your payment obligations, we will refund you this retainer within forty-five (45) days.

4. OUR LIMITATION OF LIABILITY. You acknowledge that due to the imperfect nature of verbal, written and electronic communications, neither HQ nor HQ's landlord or any of their respective officers, directors, employees, shareholders, partners, agents or representatives shall be responsible for damages, direct or consequential, that may result from the failure of HQ to furnish any service, including but not limited to the service of conveying messages, communications and other utility or services. Your sole remedy and HQ's sole obligation for any failure to render any service, any error or omission, or any delay or interruption of any service, is limited to an adjustment to your bill in an amount equal to the charge for such service for the period during which the failure, delay or interruption continues.

WITH THE SOLE EXCEPTION OF THE REMEDY DESCRIBED ABOVE, CLIENT EXPRESSLY AND SPECIFICALLY AGREES TO WAIVE, AND AGREES NOT TO MAKE, ANY CLAIM FOR DAMAGES, DIRECT OR CONSEQUENTIAL, INCLUDING WITH RESPECT TO LOST BUSINESS OR PROFITS, ARISING OUT OF ANY FAILURE TO FURNISH ANY SERVICE, ANY ERROR OR OMISSION WITH RESPECT THERETO, OR ANY DELAY OR INTERRUPTION OF SERVICES. HQ DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. LICENSE AGREEMENT THIS AGREEMENT IS NOT A LEASE OR ANY OTHER INTEREST IN REAL PROPERTY IT IS A CONTRACTUAL ARRANGEMENT THAT CREATES A REVOCABLE LICENSE. We retain legal possession and control of the center and the office assigned to you. Our obligation to provide you space and services is subject to the terms of our lease with the building. This agreement terminates simultaneously with the termination of our lease or the termination of the operation of our center for any reason. As our client you do not have any rights under our lease with our landlord. When this agreement is terminated because the term has expired or otherwise, your license to occupy the center is revoked. You agree to remove your personal property and leave the office as of the date of termination. We are not responsible for property left in the office after termination.
6. DAMAGES AND INSURANCE. You are responsible for any damage you cause to the center or your offices) beyond normal wear and tear. We have the right to inspect the condition of the office from time to time and make any necessary repairs.

You are responsible for insuring your personal property against all risks. You have the risk of loss with respect to any of your personal property. You agree to waive any right of recovery against HQ, its directors, officers and employees for any damage or loss to your property under your control. All property in your office(s) is understood to be under your control.
7. DEFAULT. You are in default under this agreement if: 1) you fail to abide by the rules and regulations of the center, a copy of which has been provided to you; 2) you do not pay your fees on the designated payment date and after written notice of this failure to pay you do not pay within five (5) days; and 3) you do not comply with the terms of this agreement. If the default is unrelated to payment you will be given written notice of the default and you will have ten (10) days to correct the default.
8. TERMINATION. You have the right to terminate this agreement early; 1) if your mail or telecommunications service or access to the offices) is cut for a period of ten (10) concurrent business days; 2) in accordance with a negotiated buy out agreement; or 3) in connection with a transfer to another center in the HQ network.

HQ has the right to terminate this agreement early; 1) if you fail to correct a default or the default cannot be corrected; 2) without opportunity to cure if you repeatedly default under the agreement; or 3) if you use the center for any illegal operations or purposes.
9. RESTRICTION ON HIRING. Our employees are an essential part of our ability to deliver our services. You acknowledge this and agree that, during the term of your agreement and for six (6) months afterward, you will not hire any of our employees. If you do hire one of our employees, you agree that actual damages would be difficult to determine and therefore you agree to pay liquidated damages in the amount of one-half of the annual base salary of the employee you hire. You agree that this liquidated damage amount is fair and reasonable.
10. MISCELLANEOUS.
 - A. All notices are to be in writing and may be given by registered or certified mail. postage prepaid, overnight mail service or hand delivered with proof of delivery, addressed to HQ or client at the address listed on the reverse side of this agreement.
 - B. You acknowledge that HQ will comply with the U.S. Postal Service regulations regarding client mail. Upon termination of this agreement, you must notify all parties with whom you do business of your change of address. You agree not to file a change of address

form with the postal service. Filing of a change of address form may forward all mail addressed to the center to your new address. In addition, all telephone and facsimile numbers and IP addresses are the property of HQ. These numbers will not be transferred to you at the end of the term. For a period of thirty (30) days after the expiration of this agreement. HQ will provide your new telephone number and address to all incoming callers and will hold or forward your mail, packages, and facsimiles at no cost to you. After thirty days (30) you may request the continuation of this service at your cost. Business Access clients must pay for the additional five (5) months of mail forwarding required by the USPS regulations.

- C. In the event a dispute arises under this agreement you agree to submit the dispute to mediation. If mediation does not resolve the dispute, you agree that the matter will be submitted to arbitration pursuant to the procedure established by the American Arbitration Association in the metropolitan area in which the center is located. The decision of the arbitrator will be binding on the parties. The non-prevailing party as determined by the arbitrator shall pay the prevailing party's attorney's fees and costs of the arbitration. Furthermore, if a court decision prevents or HQ elects not to submit this matter to arbitration, then the non-prevailing party as determined by the court shall pay the prevailing party's reasonable attorney's fees and costs. Nothing in this paragraph will prohibit HQ from seeking equitable relief including without limitation any action for removal of the client from the center after the license has been terminated or revoked.
- D. This agreement is governed by the laws of the state in which the center is located.
- E. Client may not assign this agreement without HQ's prior written consent, which will not be unreasonably withheld.
- F. This agreement is the entire agreement between you and HQ. It supercedes all prior agreements.

HQ Global Workplaces, Inc.

By: _____
Authorized Signature

Print Name Date

Its: _____

CLIENT:

By: _____
Authorized Signature

Print Name Date

Its: _____

HQ GLOBAL
WORKPLACES

November 13, 2002

Corporate Roadshow
Mr. Frank Ferrarro
45 Church Street
Freeport, NY 11520

Dear Mr. Ferrarro:

As agreed, HQ Global Workplaces will discount our long distance service from .19 per minute to .12 per minute during the term of your Agreement.

Sincerely,

/s/Claudia Mazzola

Double Center General Manager

Orville Center
80 Orville Dr. Suite 100
Bohemia, NY 11716
T 631 244-1400
F 631 S67-0611
www.hq.com

HQ GLOBAL
WORKPLACES

Empowering Your Business Virtually Anywhere
Infrastructure people technology

Rules and Regulations

1. Client's employees and guests shall conduct themselves in a businesslike manner; proper business attire shall be worn at all times; the noise level will be kept to a level so as not to interfere with or annoy other clients and Client will abide by HQ GLOBAL WORKPLACES directives regarding security, keys, parking and other such matters common to all occupants.
2. Client agrees to use chair mats and desk pads in the Office(s) and any damage from failure to use the same shall be the responsibility of Client. Client shall not affix anything to the windows,-walls or any other part of the Offices) or the HQ GLOBAL WORKPLACES business center or make alterations or additions to the Offices) or the HQ GLOBAL WORKPLACES business center without the prior written consent of HQ GLOBAL WORKPLACES.
3. Client shall not prop open any corridor doors, exit doors or door connecting corridors during or after business hours.
4. Client can only use public areas with the consent of HQ GLOBAL WORKPLACES and those areas must be kept neat and attractive at all times.
5. All corridors, halls, elevators and stairways shall not be obstructed by Client or used for any purpose other than egress and ingress.
6. No advertisement or identifying signs, other than provided by HQ GLOBAL WORKPLACES, or other notices shall be inscribed, painted, or affixed on any part of the corridors, doors or public areas.
7. Client shall not, without HQ GLOBAL WORKPLACES prior written consent, store or operate in the Offices) or the HQ GLOBAL WORKPLACES business center any computer (excepting a personal computer) or any other large business machine, reproduction equipment, heating equipment, stove, radio, stereo equipment or other mechanical amplification equipment, vending or coin operated machine, refrigerator or coffee equipment, or conduct a mechanical business therein, do any cooking therein, or use or allow to be used in the Building, oil burning fluids, gasoline, kerosene for heating, warming or lighting. No article deemed hazardous on account of fire or any explosives shall be brought into the HQ GLOBAL WORKPLACES business center. No offensive gases, odors or liquids shall be permitted. No fire amps shall be permitted.

8. The electrical current shall be used for ordinary lighting, powering

personal computers and small appliances only unless written permission to do otherwise shall first have been obtained from HQ GLOBAL WORKPLACES at an agreed cost to Client.

9. If Client requires any special installation or wiring for electrical use, telephone equipment or otherwise, such wiring shall be done at Client's expense by the personnel designated by HQ GLOBAL WORKPLACES.
10. Client may not conduct business in the hallways, reception area or any other area except in its designated Offices) without the prior written consent of HQ GLOBAL WORKPLACES.
11. Client shall bring no animals other than seeing-eye dogs in the company of blind persons into the Building.
12. Client shall not remove furniture, fixtures or decorative material from the Offices) without the written consent of HQ GLOBAL WORKPLACES and such removal shall be under the supervision of HQ GLOBAL WORKPLACES.
13. Client shall not use the HQ GLOBAL WORKPLACES business center for manufacturing or storage of merchandise except as such storage may be incidental to general office purposes.
14. Client shall not occupy or permit any portion of the HQ GLOBAL WORKPLACES business center to be occupied or used for the manufacture, sale, gift or use of liquor, narcotics or tobacco in any form
15. Client shall not use the Offices) for lodging or sleeping; or for any immoral or illegal purposes.
16. No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the HQ GLOBAL WORKPLACES business center by Client nor shall any changes be made on existing locks or the mechanisms thereof.
17. Client shall, before leaving the Offices) unattended for an extended period of time, close and securely lock all doors and shut off all lights and other electrical apparatus. Any damage resulting from failure to do so shall be paid by Client.
18. Canvassing, soliciting and peddling in the Building are prohibited and Client shall not solicit other clients for any business or other purpose without the prior written approval of HQ GLOBAL WORKPLACES.

HQ GLOBAL WORKPLACES, Rules and Regulations, Page 3

19. All property belonging to Client or any employee, agent or invitee of Client shall be at the risk of such person only and HQ GLOBAL WORKPLACES shall not be liable for damages thereto or for theft or misappropriation thereof.
20. If Client does not remove any property belonging to Client from the HQ GLOBAL WORKPLACES business center by the end of the tenor, at the option of HQ GLOBAL WORKPLACES, Client shall be conclusively presumed to have conveyed such property to HQ GLOBAL WORKPLACES under this Agreement as a bill of sale without further payment or credit by HQ GLOBAL WORKPLACES to Client and HQ GLOBAL WORKPLACES may remove the same and Client shall pay HQ GLOBAL WORKPLACES all costs of such-removal upon demand.
21. Smoking shall be prohibited in all public areas, including conference and training rooms. No smoking shall be permitted at any time in any area of the HQ GLOBAL WORKPLACES business center including open offices and workstations).
22. Client shall use only telecommunications systems and services as provided by HQ GLOBAL WORKPLACES. Client shall pay to HQ GLOBAL WORKPLACES a monthly equipment rental fee for the use of each telephone instrument and voice lines. In the event HQ GLOBAL

WORKPLACES discontinues the offering of long distance service, Client shall provide its own long distance service through a locally accessed long distance carrier.

23. Client or Client's officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees shall be prohibited from participating in any type of harassing or abusive behavior to HQ GLOBAL WORKPLACES team members, other clients or invitees, verbal or physical in the HQ GLOBAL WORKPLACES business center for any reason.
24. Internet service and any other service provided by HQ GLOBAL WORKPLACES may only be used for lawful purposes. Transmission or storage of any information, data, or material in violation of any US Federal, state or local law is prohibited. Client is prohibited from using the HQ GLOBAL WORKPLACES internet access to transmit threatening material or transmit or receive obscene material.
25. Clients must pay service fees for each device connected to internet service.
26. HQ GLOBAL WORKPLACES has the right to suspend T-1 service at any time if client's use violates the Rules and Regulations of internet service use.

HQ GLOBAL WORKPLACES RESERVES THE RIGHT TO MAKE SUCH OTHER RULES AND REGULATIONS AS IN ITS JUDGEMENT MAY FROM TIME TO TIME BE NEEDED FOR THE SAFETY OF CLIENTS, CARE AND CLEANLINESS OF THE OF, OFFICES HQ GLOBAL WORKPLACES SHALL HAVE NO RESPONSIBILITY TO CLIENT FOR THE VIOLATION OR NON-PERFORMANCE BY ANY OTHER HQ GLOBAL WORKPLACES CLIENTS OF ANY OF THE RULES AND REGULATIONS BUT SHALL USE REASONABLE EFFORTS TO UNIFORMLY ENFORCE ALL RULES AND REGULATIONS.

EXHIBIT 10.6

CORPORATE ROAD SHOW

EMPLOYMENT AGREEMENT

AGREEMENT made as of this 1st day of January, 2003 by and between Corporate Roadshow.Com, Inc. a corporation organized under the laws of the state of New York (the "Company"), and Mr. Frank Ferraro, residing at 80 Orville Drive, Bohemia N.Y. 11716 (the "Employee").

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the parties hereby agree as follows:

1. EMPLOYMENT. The Company agrees to employ, and does hereby employ Employee and Employee hereby accepts such employment, for the Term (as defined below), with the duties and compensation and upon the terms and conditions hereinafter set forth in this Agreement.

2. TERM. The term of Employee's employment shall commence on the date hereof (the "Effective Date") and shall continue through and including two years from the Effective Date, unless earlier terminated as hereinafter provided for in this Agreement. The Term shall thereafter be automatically extended from year to year, unless termination notice is given by either party not less than sixty (60) days prior to the expiration of the then Term.

3. DUTIES AND OFFICES.

(a) Employee shall be the CEO, President, Secretary Treasurer of the Company during the Term and shall have such duties and obligations as set forth in the By-Laws of the Company and as determined by the Board of Directors. Employee shall faithfully perform such duties, and shall diligently follow and implement all policies and decisions of the Company.

(b) During the Term, Employee shall devote most of his working time and energies to the business and affairs of the Company. Employee agrees to use his best efforts, skills and abilities to promote the Company's interest.

(c) The office for the performance of his services and the head office of the Company shall be located in 80 Orville Drive Suite 100 Bohemia, N.Y. 11716.

4. COMPENSATION.

(a) During the Term, the Company shall pay Employee an annual salary ("Salary") of \$90,000 payable monthly, less required withholding and other applicable taxes.

(b) During the Term, the Company shall pay Employee health benefits.

5. EXPENSES, BENEFITS AND PERQUISITES.

(a) The Company will pay or reimburse Employee for all travel, meals and other expenses reasonably incurred by Employee during the Term in connection with the performance of his duties hereunder upon presentment of written expense receipts reflecting such expenses (b) Employee will receive benefits similar to those of the other employees of the Company.

(c) Employee shall be entitled to three weeks paid vacation each calendar year.

(d) Employee shall be permitted an additional one week vacation without pay.

6. DEATH OF EMPLOYEE. In the event that Employee should die during the Term, this Agreement and all benefits hereunder shall be paid to Employee's Spouse Kim Ferraro for the remainder of the contract. Such termination shall not affect any rights which Employee, his spouse or estate may have at the time of his death pursuant to any insurance or other death benefit, retirement, pension, or any other benefit plan or arrangement with the Company.

7. DISCHARGE FOR CAUSE. The Board of Directors of the Company may discharge Employee "For Cause" at any time. Such discharge shall be affected by written notice to Employee, which shall specify the reasons for Employee's discharge and the effective date thereof. As used herein, the term "For Cause" shall be:

-2-

- (i) Employee's criminal conviction by final judgment for fraud, embezzlement, bribery or any felonious offense; or
- (ii) Employee's commission of any willful and intentional act of fraud or dishonesty in connection with the performance of his duties as an executive officer of the Company; or
- (iii) Employee's willful and repeated failure or refusal (unheeded ten (10) days after notice from the Company of such failure or refusal) to attempt to perform his duties and responsibilities provided such duties and responsibilities are established on a reasonable basis and except as a result of circumstances beyond the reasonable control of Employee; or
- (iv) Upon the voluntary termination of employment without justification by Employee with ninety (90) days notice given.

Upon termination pursuant to this Section 7, this Agreement and all benefits hereunder shall terminate, except that such termination shall not affect any right that Employee may have at the time of termination pursuant to any insurance, retirement, pension, or any other benefit plan or arrangement with the Company.

(a) CONFIDENTIALITY. The Employee specifically agrees that, without the consent of the Company, he will not at any time, in any fashion, form or manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm or corporation any confidential information of any kind, nature or description concerning any matters affecting or relating to the business of the Company or its customers. The Employee further specifically agrees that, without the consent of the Company, he will not in any fashion, form or manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation any information concerning this Agreement. Upon the termination of this Agreement for any reason, the Employee shall immediately surrender and deliver to the Company all such materials in all forms. The covenants set forth in this Section 8(c) shall survive the termination of this Agreement in perpetuity.

-3-

(b) The Employee agrees that his obligation and duties

contained in this Section 8 are continuing obligations and said duties shall survive the termination or expiration of this Agreement for any reason whatsoever.

9. MISCELLANEOUS.

(a) This Agreement contains the entire understanding between the parties hereto concerning the subject matter hereof. This Agreement may only be amended by an instrument in writing executed by the parties hereto.

(b) This Agreement shall be construed and enforced in accordance with the laws of the State of New York, without giving effect to conflict of laws principles.

(c) This Agreement and the rights and obligations of the parties hereto shall bind and inure to the benefit of the successor or successors of the Company, whether by merger, consolidation or otherwise.

(d) Any notice to be given pursuant to the terms of this Agreement shall be in writing and delivered by hand or sent by registered or certified mail to such party at such party's address set forth on the signature page hereof or such other address or to the attention of such other person as either party has specified by prior written notice to the other party.

(e) The Company's waiver of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of any subsequent breach of this Agreement by the Employee. No waiver shall be valid unless in writing and signed by any authorized officer of the Company.

(f) Employee acknowledges that his services are unique and personal. Accordingly, Employee shall not assign his rights or delegate his duties or obligations under this Agreement.

(g) Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

-4-

(h) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original. But all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its officers hereunto duly authorized, and Employee has executed this Agreement all as of the date first above set forth.

CORPORATE ROADSHOW.COM, INC.
"Company"

By: _____

Name: _____

"Employee"

-5-

ADVERTISER TERMS AND CONDITIONS

1. INTRODUCTION:

Overture Services, Inc. ("Overture") provides you access to the Overture Marketplace (defined below), as available through the Overture Distribution Network (as defined below), subject to your compliance with the terms and conditions below (the "Agreement"). Please read this Agreement carefully. By enrolling as an "Advertiser," you agree to be bound by these terms and conditions and the terms and conditions of any Insertion Order that you complete (either online as part of the Online Sign-Up form, or offline, when enrolling as an Advertiser, each an "Insertion Order"), including all payment terms (collectively, the "Agreement"). In this Agreement, "you" and "your" refers to the Advertiser. You agree that any of your agents, representatives, employees, or any person or entity acting on your behalf with respect to the use of the Overture Marketplace, shall be bound by, and shall abide by, these Terms and Conditions. You further agree that you are bound by these Terms and Conditions whether you are acting on your own behalf or on behalf of a third party, including another advertiser.

2. USE:

For purposes of this Agreement, the "Overture Marketplace" is the process by which users search for a desired subject and Advertisers bid for placement of their search listing in the search results, subject to Overture's policies, for search terms corresponding to the desired subject. The Overture Marketplace takes the ongoing results of the bids for placement and produces search listings that are made available in connection with the Overture Distribution Network, where the "Overture Distribution Network" is defined as Overture's branded Web Site at <http://www.overture.com> and various authorized third parties who may be authorized to make the Overture Marketplace available as a link from, an add-on service to, or otherwise in connection with Web sites and/or applications (such Web sites or applications are a "Third Party Product") that they control. Search listings may or may not be placed in the Overture Marketplace you indicate in your Insertion Order(s). Overture does not guarantee that your search listings will be available through any part of the Overture Distribution Network, and you understand that Overture reserves the right to not place your search listing, and/or discontinue to place your search listings on any site or application within the Overture Distribution Network. You additionally understand that clicks on "your search listings" include clicks on the search terms that you have selected as well as certain misspellings, singular/plural combinations, and other related search terms that we map to your search listings based on the search terms you selected, your search listings themselves or the Web sites to which the search listings link. Solely for illustration purposes, and without in any way limiting the foregoing, if you bid for placement on the keyword "book," your search listing will also appear in response to a search on the keyword "books." A search listing, for purposes of this Agreement, may include, at Overture's discretion, text and/or graphics, and is subject to Overture's approval and the terms of this Agreement. A search listing that appears as part of the Overture Distribution Network may (or may not) include a search title and search description. In all cases, information must be submitted in the form requested by Overture.

3. PAYMENT:

You agree to pay Overture all applicable charges to your account in United States dollars, in accordance with the terms of the program and/or payment plan you selected, including, if any, all applicable taxes, in accordance with billing terms in effect at the time the fee becomes payable. You agree that your service fee (if applicable to the plan you selected) and \$50 of your initial deposit is non-refundable. You understand and agree that, in addition to any service fee, you will be charged for all clicks on your search listings, (no matter whether a click occurred on the Overture Web site or a Third Party Product within the Overture Distribution Network), and that such

charges will be based on the number of clicks on all your search listings, multiplied by the cost of each of your search listings, which shall be computed according to Overture's Marketplace rules ("Click Charges"). If you have chosen a payment plan that provides for a fixed maximum payment per month, you understand and agree that if your Click Charges equal or exceed your monthly maximum payment, then your search listings will be removed from the Overture Marketplace for the remainder of that month. You may pay Overture by credit card, charge card, debit card, check or wire transfer. You agree and represent that all information you provide for the purpose of enrolling as an Advertiser will be accurate, complete and current. Your right to access your account with Overture is subject to any limits established by Overture. If payment cannot be charged to your credit/charge/debit card, for whatever reason, or if there is a chargeback for any reason, or if your financial institution does not honor your check, or if you exceed your monthly maximum payment, Overture reserves the right to either suspend or terminate your account with Overture. Suspension or termination includes but is not limited to, removal of your search listings from the Overture Distribution Network. You must submit any claims or disputes you may have with respect to any charge to your account in writing to Overture within 60 days of such charge otherwise such claim or dispute will be waived and such charge will be final and not subject to challenge. In the event of any failure by you to make payment, you will be responsible for all reasonable expenses (including attorneys' fees) incurred by Overture in collecting such amounts.

4. ACCESS:

For purposes of this Agreement, all Web pages that Overture owns, operates or hosts are referred to herein as the "Overture Web Site." You are authorized to access the Overture Web Site solely to manage your advertising account(s) and conduct searches for your own personal use. You agree that you will not use the site or any content therein for any other purpose and that you will not disseminate or distribute any of this information. Your right to access your account with Overture is personal to you and non-assignable and is subject to any limits established by Overture. You agree that you will not use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access your account with Overture or to monitor or copy Overture's Web Site or the content contained therein except those automated means expressly made available by Overture, if any, or authorized in advance and in writing by Overture (for example, Overture approved third party tools and services). The Overture Web Site contains robot exclusion headers and you agree that you will not use any device, software or routine to bypass our robot exclusion headers, or to interfere or attempt to interfere with the proper working of the Overture Web Site or the Overture Marketplace. Without limitation to the foregoing, you further agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure (as determined by Overture).

-2-

5. MINIMUM BID, MINIMUM COST, MINIMUM SPEND:

Your listings in the Marketplace are subject to Overture's then current minimum bid and minimum cost requirements. Additionally, all Overture accounts that you create shall be subject to Overture's then current minimum monthly spend requirements.

6. NON-STOP TRAFFIC PAYMENT PLANS:

If you enroll in the Non-Stop Traffic Plan, then you authorize Overture to automatically charge your credit card for the amount specified on the enrollment form whenever your account has less than 3-5 days of funds left. You understand that you will receive e-mail notification after each transaction to notify you that your account has been replenished. Such charges will appear on your monthly credit card statement. Overture reserves the right to terminate this payment plan and/or your participation therein at any time. You also understand that at any time, you may elect to discontinue your enrollment in this plan by providing written notice to Overture. Unless you discontinue your enrollment in this plan, you understand that this authorization is valid until the termination of this agreement with Overture or until your credit card expires.

7. FIXED BUDGET PAYMENT PLANS:

If you enroll in the Fixed Budget Plan, then you authorize Overture to automatically charge your credit card each month up to the maximum amount specified on the enrollment form. You agree that the amount charged to your credit card shall be equivalent to your monthly budget less any credits remaining from the prior month. You understand that you will receive email notification from Overture at the beginning of each month to notify you of the amount your credit card has been charged to replenish your account. Such charges will appear on your monthly credit card statement. You understand that your Overture account may be suspended for the remainder of the month in which your account exceeds your budget amount. Overture reserves the right to terminate this payment plan and/or your participation therein at any time. You also understand that at any time, you may elect to discontinue your enrollment in this plan by providing written notice to Overture. Unless you discontinue your enrollment in this plan, you understand that this authorization is valid until the termination of this agreement with Overture or until your credit card expires.

8. ADVERTISER'S RIGHTS AND RESPONSIBILITIES:

(a) ADVERTISER SUBMISSIONS: You may submit your material for your search listing either by e-mail; file transfer protocol; telephone; fax; U.S. Mail; or at the Online Sign-Up form located at <https://Hsignup.overture.com/s/dtc/signup/> or, if you are modifying or adding a search listing, at our DirecTraffic Center(R) located at <https://Hsecure.overture.com/s/dtc/center/>. Overture reserves the right to edit, refuse, reject or remove any search listing at its discretion at any time. You represent and warrant that all information, in the search listing itself or through the Web site to which the search listing links, (i) does not violate any law or regulation; (ii) does not infringe in any manner any copyright, patent, trademark, trade secret or other intellectual property right of any third party; (iii) does not breach any duty toward or rights of any person or entity including, without limitation, rights of publicity or privacy, or has not otherwise resulted in any consumer fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity; (iv) is not false or misleading; and/or (v) is neither defamatory, libelous, slanderous or threatening.

-3-

(b) ACCEPTING OVERTURE SUGGESTIONS: Overture reserves the right to edit refuse, reject or remove any search listing at its discretion at any time. From time to time, (or as part of a particular program) Overture may provide suggestions to you for search terms, title and/or descriptions or for any other element of a search listing but the final decision to authorize any suggestion is yours. Ideas provided by Overture are only suggestions and you are under absolutely no obligation to use such suggestions. It is your responsibility to determine whether such suggestions comply with the requirements of Advertiser Submissions section above. By using a search term, search title, search description and/or search listing that may have been suggested by Overture, you acknowledge that such search term, search title, search description and/or search listing is in compliance with the Advertiser Submissions Section above and with this Agreement.

9. YOUR SITE:

You hereby acknowledge that Overture is not responsible for the maintenance of your Web site(s) nor is Overture responsible for order entry, payment processing, shipping, cancellations, returns or customer service concerning orders placed on Advertiser's Web site(s). You must update your search listings if any information is not a current and accurate description of information available on your Web site. You further acknowledge that your site does not contain any Overture owned or licensed content, including but not limited to, any Overture search listings, except pursuant to a separate signed affiliate agreement with Overture. You hereby grant Overture the irrevocable right to access, index, cache, and display (in connection with your listings) the Web site(s) to which your search listings link, or any portion thereof, including by any automated means including web spiders or crawlers. This grant

specifically includes Overture's right to create and display copies of any and all text, graphics, images, audio, video, and all other material included or found on such Web sites or portions thereof, including the right to create and display thumbnail and full-scale copies of any images or video included on or found on such Web sites or portions thereof.

10. CONFIDENTIALITY:

"Confidential Information" means any information disclosed to you by Overture, either directly or indirectly, in writing, orally or by inspection of tangible objects, other than information that you can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to you by Overture; (ii) becomes publicly known and made generally available after disclosure to you by Overture other than through your action or inaction; or (iii) is in your possession, without confidentiality restrictions, at the time of disclosure by Overture as shown by your files and records immediately prior to the time of disclosure. You shall not at any time (a) disclose, sell, license, transfer or otherwise make available to any person or entity any Confidential Information, (b) use any Confidential Information, or (c) reproduce or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to you or as required by applicable law. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain Overture's personal property and all documents, electronic media and other tangible items containing or relating to any Confidential Information shall be delivered to Overture immediately upon Overture's request.

-4-

11. REPRESENTATIONS AND WARRANTIES:

You represent and warrant that you have sufficient authority to enter into this Agreement. You represent and warrant that each of your search listings meets the standards and requirements of the Advertiser Rights and Responsibilities section above.

12. INDEMNIFICATION:

You hereby agree to indemnify and hold harmless Overture, its information providers, licensors, licensees, consultants, contractors, agents, attorneys and employees from any and all liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, that may arise from your use of the Overture Marketplace or other Overture Web sites and/or your Web site and/or your breach of the terms of this Agreement, including, without limitation, the breach of any representation or warranty. You agree to be solely responsible for defending any claim, subject to Overture's right to participate with counsel of its own choosing, and for payment of damages or losses resulting from the foregoing to both a third party and Overture, provided that you will not agree to any settlement that imposes any obligation or liability on Overture without Overture's prior written consent. Overture reserves the right to terminate or suspend the account of any advertiser that may violate any of the terms in this Agreement.

13. WARRANTY DISCLAIMER:

YOU EXPRESSLY AGREE THAT YOUR USE OF THE OVERTURE MARKETPLACE IS AT YOUR OWN RISK. THE OVERTURE MARKETPLACE IS AVAILABLE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. NEITHER OVERTURE NOR ANY OF ITS INFORMATION PROVIDERS, LICENSORS, LICENSEES, EMPLOYEES, AGENTS, ATTORNEYS, CONSULTANTS OR CONTRACTORS, OR ENTITIES WITHIN THE OVERTURE DISTRIBUTION NETWORK MAKES ANY WARRANTY OR REPRESENTATION WHATSOEVER REGARDING THE OVERTURE MARKETPLACE, THE SUCCESS OF YOUR SEARCH LISTING AS MEASURED IN ANY WAY, ANY INFORMATION, SERVICES OR PRODUCTS PROVIDED OR AVAILABLE THROUGH OR IN CONNECTION WITH OVERTURE AND/OR THE OVERTURE MARKETPLACE OR ANY RESULTS OBTAINED THROUGH THE USE THEREOF. OVERTURE HEREBY DISCLAIMS ON BEHALF OF ITSELF AND ALL INFORMATION PROVIDERS, LICENSORS, LICENSEES, CONTRACTORS, CONSULTANTS, AGENTS, ENTITIES WITHIN THE OVERTURE DISTRIBUTION NETWORK, ATTORNEYS AND/OR EMPLOYEES OF IT ANY AND ALL WARRANTIES INCLUDING, WITHOUT LIMITATION (1) ANY WARRANTIES AS TO

THE AVAILABILITY, ACCURACY OR CONTENT OF THE OVERTURE MARKETPLACE AND/ OR INFORMATION, PRODUCTS OR SERVICES AVAILABLE THROUGH THE OVERTURE MARKETPLACE; AND (2) ANY WARRANTIES OF TITLE OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

-5-

14. LIMITATION OF LIABILITY:

ANY LIABILITY OF OVERTURE, ITS INFORMATION PROVIDERS, LICENSORS, LICENSEES, EMPLOYEES, AGENTS, CONSULTANTS, ENTITIES WITHIN THE OVERTURE DISTRIBUTION NETWORK, ATTORNEYS OR CONTRACTORS, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR DAMAGES CAUSED OR ALLEGEDLY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, FAILURE OF DELIVERY OF MERCHANDISE, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR UNLAWFUL USE OF RECORDS, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION, SHALL BE STRICTLY LIMITED TO THE AMOUNT ALREADY PAID BY YOU TO OVERTURE FOR PLACEMENT OF SEARCH LISTINGS IN THE PRIOR SIX MONTH PERIOD. IN NO EVENT SHALL OVERTURE, ITS INFORMATION PROVIDERS, LICENSORS, LICENSEES, EMPLOYEES, ENTITIES WITHIN THE OVERTURE DISTRIBUTION NETWORK, AGENTS, CONSULTANTS, ATTORNEYS OR CONTRACTORS, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THIS AGREEMENT, THE USE OR INABILITY TO USE THE OVERTURE MARKETPLACE AND/OR THE SITES LINKED TO FROM THE OVERTURE MARKETPLACE OR FOR ANY BREACH OF WARRANTY. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. YOU AGREE THAT YOU WILL NOT HOLD OVERTURE RESPONSIBLE FOR THE SELECTION OR RETENTION OF, OR ANY ACTS, ERRORS, OR OMISSIONS BY, ANY THIRD PARTY IN CONNECTION WITH THE OVERTURE MARKETPLACE AND/OR SITES LINKED TO FROM THE OVERTURE MARKETPLACE, INCLUDING, WITHOUT LIMITATION, THOSE WITH WHOM OVERTURE CONTRACTS TO OPERATE VARIOUS PORTIONS OF THE OVERTURE MARKETPLACE AND THOSE TO WHOM OVERTURE PROVIDES LINKS TO FOR CONTENT, ADVERTISING OR ANY OTHER TYPE OF DATA OR INFORMATION. WITHOUT LIMITING THE FOREGOING, OVERTURE SHALL HAVE NO LIABILITY HEREUNDER BY REASON OF ANY FAILURE OR DELAY IN THE PERFORMANCE OF ITS OBLIGATIONS ON ACCOUNT OF STRIKES, SHORTAGES, RIOTS, ACTS OF TERRORISM, INSURRECTION, FIRES, FLOOD, STORM, EXPLOSIONS, EARTHQUAKES, INTERNET OUTAGES, COMPUTER VIRUS, ACTS OF GOD, WAR, GOVERNMENTAL ACTION, OR ANY OTHER CAUSE THAT IS BEYOND OVERTURE'S REASONABLE CONTROL.

-6-

15. CANCELLATION OR TERMINATION:

If you are dissatisfied with the Overture Marketplace or with any of the terms and conditions contained herein, your sole and exclusive remedy is to terminate your account. You may cancel your participation in the Overture Marketplace at any time by logging into DirecTraffic Center(R) and using our Support Center. Notwithstanding anything contained in this Agreement to the contrary, Overture may, in its sole discretion, terminate your account, and discontinue your participation in the Overture Marketplace (or on any Web site or Third Party Product that is part of the Overture Distribution Network), or your use of any search term or any search listing. Reasons for Overture's determination to so terminate or discontinue your account or participation as provided for above include, but are not limited to, if Overture believes that you violated this Agreement or other policies or guidelines of Overture or of a Third Party Product (or other member of the Overture Distribution Network) that uses, licenses or distributes the Overture Marketplace, or if Overture believes your conduct may be harmful to other consumers, advertisers or licensees who participate in (or offer to its users) the Overture Marketplace. All decisions made by Overture in this matter will be final and neither Overture nor its licensees (or distributors) shall have any liability with respect to such

decisions. IMPORTANT: CANCELLATION OR TERMINATION MAY NOT ALWAYS ENTITLE YOU TO A REFUND. PLEASE SEE THE SECTION ENTITLED "REFUNDS" FOR MORE INFORMATION. Sections 3, 4, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 shall survive any termination of this Agreement.

16. REFUNDS:

If Overture terminates your account or if you decide to terminate your account, and you provide notice to Overture, your account will be deemed terminated when Overture receives such notice. You will only receive a refund for amounts not yet charged to your account. You will not receive a refund for the initial sign-up fees or service fees as you agreed that this amount is nonrefundable. PLEASE SEE THE SECTION ENTITLED "PAYMENT" FOR MORE INFORMATION.

17. USE OF OVERTURE MARKETPLACE SUBMISSIONS:

By submitting material to the Overture Marketplace (including information for a search listing) you are irrevocably granting Overture, its licensees, and any entities in the Overture Distribution Network, the right to use all parts of the material, without limitation, including modifying it or using it commercially and authorizing others to do so.

18. NOTICES:

Overture may give general notices to you by posting on the Overture Marketplace or www.overture.com or any one of Overture's Web sites or, if possible, by electronic mail to the email address provided by you to Overture. It is your responsibility to ensure that your e-mail address and any other contact information you provide to Overture is updated and correct.

-7-

19. CHOICE OF LAW:

This Agreement shall be construed and controlled by the laws of the State of California. Any dispute arising from this Agreement, including, without limitation, a breach of this Agreement, shall be governed by the laws of the State of California, without regard to its conflict of laws principles. You agree to submit to the exclusive jurisdiction of the state and federal courts located in Los Angeles. Any claim against Overture arising from this Agreement shall be adjudicated on an individual basis, and shall not be consolidated in any proceeding with any claim or controversy of any other party.

20. OTHER:

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral, between you and Overture. Only a written instrument executed by the party waiving compliance may waive the terms or covenants of this Agreement. If any provision of this Agreement is held or made invalid or unenforceable for any reason, such invalidity shall not affect the remainder of this Agreement, and the invalid or unenforceable provisions shall be replaced by a mutually acceptable provision, which being valid, legal and enforceable comes closest to the original intentions of the parties hereto and has like economic effect. This Agreement is not intended to benefit, nor shall it be deemed to give rise to, any rights in any third party. Overture may change this Agreement at any time upon notice published on the Overture Marketplace or any one of Overture's Web sites or by e-mail notification to you. Any use of the Overture Marketplace or any of Overture's Sites after such notice shall be deemed to be continued acceptance of this Agreement including its amendments and modifications. Overture reserves the right to discontinue offering the Overture Marketplace at any time.

Please do not hesitate to contact us if we can be of any further assistance.

Sincerely,

Eric Irons
Account Development Team
Overture Client Services

E-mail: advertise@overture.com
Toll Free: (866) P4P-SEARCH (747-7327)
<http://www.overture.com>

CORPORATE ROAD SHOW

AGREEMENT

AGREEMENT made this ___ 11th ___ day of ___ February ___ 2003, by and between Corporate Roadshow.com, Inc. A New York corporation (hereinafter referred to as "CRS") and Dynamic Distribution Corp. 1412 Coney Island Av. Brooklyn, N.Y. 11230 (hereinafter referred to as "DDC").

WITNESSTH:

WHEREAS, CRS is desirous of having DDC help in its June 1, 2002 Private Placement and WHEREAS DDC agrees to advise, consult and introduce strategic alliances to CRS to help close the placement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein set forth it is agreed as follows:

1. CRS will pay DDC a ten percent fee in connection with clients DDC introduces directly to CRS that result in monies raised for the June 1, 2002 offering.
2. DDC agrees to introduce corporate clients to CRS for the production of the CRS pilot show as well as consult and advise on certain business matters, for these services CRS will pay DDC a five percent finder fee when companies sign on with CRS.
3. CRS and DDC agree that DDC would return any fee CRS paid if CRS had to return any fee to Investors introduced by DDC. 4. This Agreement shall be in effect for one year. 5. This Agreement shall be construed according to the laws of the State of New York.

Mitchell Markowitz
Dynamic Distribution Corp. President

Frank Ferraro
Corporate Roadshow Inc. President

EXHIBIT 23.1

CONSENT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT

We hereby consent to the use in this Amendment No 2. to the Registration Statement on Form SB-2/A of our report dated January 29, 2003, relating to the financial statements of Corporate Road Show.com Inc., and to the reference to our Firm under the caption "Experts" in the Prospectus.

LAZAR LEVINE & FELIX LLP

New York, New York
June 23, 2003