

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities

Filing Date: **2001-08-03**
SEC Accession No. **0000910680-01-500299**

([HTML Version](#) on [secdatabase.com](#))

SUBJECT COMPANY

NEW SYSTEMS INC

CIK: **831659** | IRS No.: **870454377** | State of Incorpor.: **NV** | Fiscal Year End: **0731**
Type: **SC 13D** | Act: **34** | File No.: **005-61819** | Film No.: **1696569**
SIC: **6770** Blank checks

Mailing Address
5 CLANCY LANE SOUTH
RANCHO MIRAGE CA 92270

Business Address
5 CLANCY LANE SOUTH
STE 100
RANCHO MIRAGE CA 92270
7603465961

FILED BY

TREMOR ENTERTAINMENT INC

CIK: **1126824**
Type: **SC 13D**
SIC: **2200** Textile mill products

Mailing Address
2621 WEST EMPIRE AVE
BURBANK CA 91504

Business Address
2621 WEST EMPIRE AVE
BURBANK CA 91504
8187290020

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D
UNDER THE SECURITIES EXCHANGE ACT OF 1934

New Systems, Inc.

(Name of Issuer)

Common Stock, par value \$.001 per share

(Title of Class of Securities)

648854 10 7

(CUSIP Number)

Martin Eric Weisberg, Esq.
Jenkins & Gilchrist Parker Chapin LLP
The Chrysler Building
405 Lexington Avenue
New York, NY 10174

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

July 23, 2001

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of ss.ss.240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box []

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<TABLE>
<CAPTION>

<s> <C>
1. Names of Reporting Persons.
 I.R.S. Identification Nos. of above persons (entities only).

Tremor Entertainment Inc.

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) []

(b) [X]

3. SEC Use Only

4. Source of Funds (See Instructions)

WC and OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) []

6. Citizenship or Place of Organization

California

7. Sole Voting Power

-0-

Number of
Shares Bene-
ficially Owned
By Each
Reporting
Person With

8. Shared Voting Power

-0-

9. Sole Dispositive Power

1,800,000

10. Shared Dispositive Power

-0-

11. Aggregate Amount Beneficially Owned by Each Reporting Person

1,800,000

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) []

13. Percent of Class Represented by Amount in Row (11)
53.7%

14. Type of Reporting Person (See Instructions)
CO

1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only).

Steven Oshinsky

2. Check the Appropriate Box if a Member of a Group (See Instructions)
(a) []
(b) [X]

3. SEC Use Only

4. Source of Funds (See Instructions) WC and OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items
2(d) or 2(e) []

6. Citizenship or Place of Organization United States of America

7. Sole Voting Power -0-

Number of
Shares Bene-
ficially Owned
By Each
Reporting
Person With

8. Shared Voting Power -0-

9. Sole Dispositive Power -0-

10. Shared Dispositive Power -1,800,000- (Steven

Oshinsky may be deemed to have shared dispositive power over the 1,800,000
shares by virtue of being the General Manager of RAM Capital Management Trust,
which is the majority shareholder and controlling person of Tremor Entertainment
Inc.)

11. Aggregate Amount Beneficially Owned by Each Reporting Person

-1,800,000- (Steven Oshinsky may be deemed to be the beneficial owner of the

1,800,000 shares by virtue of being the General Manager of RAM Capital

Management Trust , which is the majority shareholder and controlling person of

Tremor Entertainment Inc.)

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares
(See Instructions) []

13. Percent of Class Represented by Amount in Row (11)
53.7%

14. Type of Reporting Person (See Instructions)
IN

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1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only).

Karl Flowers

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) []

(b) [X]

3. SEC Use Only

4. Source of Funds (See Instructions) WC and OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items
2(d) or 2(e) []

6. Citizenship or Place of Organization United States of America

Number of Shares Beneficially Owned By Each Reporting Person With	7. Sole Voting Power	-0-
	8. Shared Voting Power	-0-
	9. Sole Dispositive Power	-0-
	10. Shared Dispositive Power	-0-

11. Aggregate Amount Beneficially Owned by Each Reporting Person
-0-

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares
(See Instructions) []

13. Percent of Class Represented by Amount in Row (11)
0%

14. Type of Reporting Person (See Instructions)
IN

1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only).

Martin Eric Weisberg

2. Check the Appropriate Box if a Member of a Group (See Instructions)
(a) []
(b) [X]

3. SEC Use Only

4. Source of Funds (See Instructions) WC and OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items
2(d) or 2(e) []

6. Citizenship or Place of Organization United States of America

Number of Shares Beneficially Owned By Each Reporting Person With

7.	Sole Voting Power	-0-
8.	Shared Voting Power	-0-
9.	Sole Dispositive Power	-0-
10.	Shared Dispositive Power	-0-

11. Aggregate Amount Beneficially Owned by Each Reporting Person
-0-

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares
(See Instructions) []

13. Percent of Class Represented by Amount in Row (11)
0%

14. Type of Reporting Person (See Instructions)
IN

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1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only).

RAM Capital Management Trust

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) []
(b) [X]

7. SEC Use Only

8. Source of Funds (See Instructions) WC and OO

9. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items

 10. Citizenship or Place of Organization United States of America

Number of	7.	Sole Voting Power	-0-
Shares Bene-	8.	Shared Voting Power	-0-
ficially Owned			
By Each	9.	Sole Dispositive Power	-0-
Reporting			
Person With	10.	Shared Dispositive Power	-1,800,000- (RAM

 Capital Management Trust may be deemed to have shared dispositive power over the

 1,800,000 shares by virtue of being the majority shareholder and controlling

 person of Tremor Entertainment Inc.)

11. Aggregate Amount Beneficially Owned by Each Reporting Person -1,800,000-

 (RAM Capital Management Trust may be deemed to be the beneficial owner of the

 1,800,000 shares by virtue of being the majority shareholder and controlling

 person of Tremor Entertainment Inc.)

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares
 (See Instructions) []

13. Percent of Class Represented by Amount in Row (11)
 53.7%

14. Type of Reporting Person (See Instructions)
 00

ITEM 1. SECURITY AND ISSUER

This statement relates to the purchase of 1,800,000 shares (the "Shares") of common stock, par value \$.001 per share (the "Common Stock"), of New Systems, Inc., a Nevada corporation ("NEWY"). The address of the Company's

principal executive offices is 3040 East Commercial Blvd., Ft. Lauderdale, FL 33308.

ITEM 2. IDENTITY AND BACKGROUND

(a) This Schedule 13D is being filed by Tremor Entertainment Inc. ("Tremor").

(b) Tremor's principal office and principal business address is 2621 West Empire Avenue, Burbank, CA 91504.

(c) Tremor is principally engaged in the business of developing interactive entertainment software for popular video game consoles.

(d) Since its inception in August 1998, Tremor has not been convicted in a criminal proceeding.

(e) Since its inception in August 1998, Tremor has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Tremor is a California corporation.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

The aggregate purchase price to acquire the Shares from Ram Venture Holdings Corp. ("RAMVH") and KM Financial, Inc. ("KM"), was \$505,000. Tremor made an initial payment to RAMVH and KM at the closing in the aggregate amount of \$5,000 (the "Initial Payment") and will make two deferred payments, each in the aggregate amount of \$250,000, in September 2001 and December 2001, respectively (the "Deferred Payments"). The Initial Payment was made with the use of funds from Tremor's working capital. It is presently anticipated that the Deferred Payments will be made through the use of proceeds received from future equity financings by Tremor and/or its affiliates. In connection with the purchase of the Shares, RAMVH, for itself and as agent for KM, has entered into a non-recourse pledge agreement with Ram Capital Management Trust ("RAMCM"), the controlling shareholder of Tremor, whereby RAMCM has pledged shares of RAMVH to RAMVH and KM as security for the Deferred Payments.

ITEM 4. PURPOSE OF TRANSACTION

The purpose of Tremor's purchase of the Shares is to acquire control over NEWY, which would accommodate Tremor's plan to subsequently merge New Tremor Acquisition Corp., a California corporation ("Acquisition") and wholly-owned subsidiary of NEWY, with and into Tremor, with Tremor as the surviving corporation, pursuant to an Agreement and Plan of Merger

proposed to be entered into by and among Tremor, NEWY and Acquisition.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

(a) Tremor is the beneficial owner of the Shares. The Shares represent 53.7% of the Common Stock issued and outstanding.

(b) Pursuant to a stock purchase agreement entered into by and among Tremor, RAMV and KM, Tremor has granted to RAMV and KM a proxy to vote the Shares until the effective time of the merger referred to in Item 4 above. Accordingly, Tremor has no voting power over the Shares, but has sole power to dispose of the Shares.

(c) Tremor has not effected any transactions in the Common Stock of NEWY during the past 60 days, with the exception of the acquisition of the Shares disclosed in this Schedule 13D filed by Tremor.

(d) No other person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of the Shares.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

Other than as set forth in this Schedule 13D, to the knowledge of Tremor, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) between Tremor and any other person named in Item 2 of this Schedule 13D with respect to any securities of NEWY, including but not limited to transfer or voting of any securities of NEWY, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies, or a pledge or contingency the occurrence of which would give another person voting power over the securities of NEWY.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

Exhibit 1 Stock Purchase Agreement by and among Tremor Entertainment Inc., RAM Venture Holdings Corp. and KM Financial, Inc., dated as of July 23, 2001.

Exhibit 2 Non-Recourse Stock Pledge Agreement by and between RAM Venture Holdings Corp., for itself and as agent for KM Financial, Inc., and RAM Capital Management Trust, dated as of July 23, 2001.

ITEM 1. SECURITY AND ISSUER

This statement relates to the purchase of 1,800,000 shares (the

"Shares") of common stock, par value \$.001 per share (the "Common Stock"), of New Systems, Inc., a Nevada corporation ("NEWY") by Tremor Entertainment Inc., a California corporation ("Tremor"). The address of the Company's principal executive offices is 3040 East Commercial Blvd., Ft. Lauderdale, FL 33308.

ITEM 2. IDENTITY AND BACKGROUND

(a) This Schedule 13D is being filed by Steven Oshinsky.

(b) Mr. Oshinsky's address is c/o Tremor Entertainment Inc., 2621 West Empire Avenue, Burbank, CA 91504.

(c) Mr. Oshinsky is Chief Executive Officer of Tremor. Tremor is principally engaged in the business of developing interactive entertainment software for popular video game consoles. Tremor's address is 2521 West Empire Avenue, Burbank, CA 91504.

(d) During the last five years, Mr. Oshinsky has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, Mr. Oshinsky has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Mr. Oshinsky is a citizen of the United States of America.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

The aggregate purchase price to acquire the Shares from Ram Venture Holdings Corp. ("RAMVH") and KM Financial, Inc. ("KM"), was \$505,000. Tremor made an initial payment to RAMVH and KM at the closing in the aggregate amount of \$5,000 (the "Initial Payment") and will make two deferred payments, each in the aggregate amount of \$250,000, in September 2001 and December 2001, respectively (the "Deferred Payments"). The Initial Payment was made with the use of funds from Tremor's working capital. It is presently anticipated that the Deferred Payments will be made through the use of proceeds received from future equity financings by Tremor and/or its affiliates. In connection with the purchase of the Shares, RAMVH, for itself and as agent for KM, has entered into a non-recourse pledge agreement with Ram Capital Management Trust ("RAMCM"), the controlling shareholder of Tremor, whereby RAMCM has pledged shares of RAMVH to RAMVH and KM as security for the Deferred Payments.

ITEM 4. PURPOSE OF TRANSACTION

The purpose of Tremor's purchase of the Shares is to acquire control over NEWY, which would accommodate Tremor's plan to subsequently merge New Tremor Acquisition

Corp., a California corporation ("Acquisition") and wholly-owned subsidiary of NEWY, with and into Tremor, with Tremor as the surviving corporation, pursuant to an Agreement and Plan of Merger proposed to be entered into by and among Tremor, NEWY and Acquisition.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

(a) Mr. Oshinsky may be deemed to be a beneficial owner of the Shares by virtue of being the General Manager of RAMCM, which is the majority shareholder and controlling person of Tremor. The Shares represent 53.7% of the Common Stock outstanding.

(b) Mr. Oshinsky may be deemed to have dispositive power over the Shares by virtue of being the General Manager of RAMCM, which is the majority shareholder and controlling person of Tremor, but does not have the power to vote the Shares.

(c) The following is a schedule of the transactions effected by Mr. Oshinsky, as General Manager of RAMCM, in NEWY's capital stock since May 23, 2001, the 60 day period prior to the date of the event which required the initial filing of this Schedule 13D:

Date of -----	Number of Shares -----		Price -----	Nature of Transaction -----
Transaction -----	Acquired -----	Disposed of -----		
05/31/01	500		\$1.26	Open Market Purchase
05/31/01	500		\$1.09	Open Market Purchase
06/01/01	2,000		\$1.15	Open Market Purchase
06/01/01	500		\$1.18	Open Market Purchase
06/01/01	500		\$1.15	Open Market Purchase
06/01/01	600		\$1.20	Open Market Purchase
06/01/01	1,000		\$1.25	Open Market Purchase
06/01/01	1,400		\$1.18	Open Market Purchase
06/01/01	2,000		\$1.20	Open Market Purchase
06/01/01	1,000		\$1.25	Open Market Purchase
06/04/01		1,000	\$1.25	Open Market Sale
06/04/01		1,000	\$1.25	Open Market Sale
06/04/01		500	\$1.20	Open Market Sale
07/18/01		500	\$1.20	Open Market Sale
07/18/01		500	\$1.26	Open Market Sale
07/20/01	2,500		\$1.098	Open Market Purchase

(d) No other person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of the Shares.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT

Other than as set forth in this Schedule 13D, to the knowledge of Mr. Oshinsky, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) between Mr. Oshinsky and any other person named in Item 2 of this Schedule 13D with respect to any securities of NEWY, including but not limited to transfer or voting of any securities of NEWY,

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finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies, or a pledge or contingency the occurrence of which would give another person voting power over the securities of NEWY.

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ITEM 1. SECURITY AND ISSUER

This statement relates to the purchase of 1,800,000 shares (the "Shares") of common stock, par value \$.001 per share (the "Common Stock"), of New Systems, Inc., a Nevada corporation ("NEWY") by Tremor Entertainment Inc., a California corporation ("Tremor"). The address of the Company's principal executive offices is 3040 East Commercial Blvd., Ft. Lauderdale, FL 33308.

ITEM 2. IDENTITY AND BACKGROUND

(a) This Schedule 13D is being filed by Karl Flowers.

(b) Mr. Flowers's address is c/o Tremor Entertainment Inc., 2621 West Empire Avenue, Burbank, CA 91504.

(c) Mr. Flowers is a director of Tremor. Tremor is principally engaged in the business of developing interactive entertainment software for popular video game consoles. Tremor's address is 2521 West Empire Avenue, Burbank, CA 91504.

(d) During the last five years, Mr. Flowers has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, Mr. Flowers has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Mr. Flowers is a citizen of the United States of America.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

The aggregate purchase price to acquire the Shares from Ram Venture Holdings Corp. ("RAMVH") and KM Financial, Inc. ("KM"), was \$505,000. Tremor made an initial payment to RAMVH and KM at the closing in the aggregate amount of \$5,000 (the "Initial Payment") and will make two deferred payments, each in the aggregate amount of \$250,000, in September 2001 and December 2001, respectively (the "Deferred Payments"). The Initial Payment was made with the use of funds from Tremor's working capital. It is presently anticipated that the Deferred Payments will be made through the use of proceeds received from future equity financings by Tremor and/or its affiliates. In connection with the purchase of the Shares, RAMVH, for itself and as agent for KM, has entered into a non-recourse pledge agreement with Ram Capital Management Trust ("RAMCM"), the controlling shareholder of Tremor, whereby RAMCM has pledged shares of RAMVH to RAMVH and KM as security for the Deferred Payments.

ITEM 4. PURPOSE OF TRANSACTION

The purpose of Tremor's purchase of the Shares is to acquire control over NEWY, which

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would accommodate Tremor's plan to subsequently merge New Tremor Acquisition Corp., a California corporation ("Acquisition") and wholly-owned subsidiary of NEWY, with and into Tremor, with Tremor as the surviving corporation, pursuant to an Agreement and Plan of Merger proposed to be entered into by and among Tremor, NEWY and Acquisition.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

(a) Mr. Flowers is not a beneficial owner of the Shares.

(b) Mr. Flowers does not have the power to vote or dispose of the Shares.

(c) Mr. Flowers has not effected any transactions in the Common Stock during the past 60 days.

(d) No other person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of the Shares.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

Other than as set forth in this Schedule 13D, to the knowledge of Mr. Flowers, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) between Mr. Flowers and any other person

named in Item 2 of this Schedule 13D with respect to any securities of NEWY, including but not limited to transfer or voting of any securities of NEWY, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies, or a pledge or contingency the occurrence of which would give another person voting power over the securities of NEWY.

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ITEM 1. SECURITY AND ISSUER

This statement relates to the purchase of 1,800,000 shares (the "Shares") of common stock, par value \$.001 per share (the "Common Stock"), of New Systems, Inc., a Nevada corporation ("NEWY") by Tremor Entertainment Inc., a California corporation ("Tremor"). The address of the Company's principal executive offices is 3040 East Commercial Blvd., Ft. Lauderdale, FL 33308.

ITEM 2. IDENTITY AND BACKGROUND

(a) This Schedule 13D is being filed by Martin Eric Weisberg.

(b) Mr. Weisberg's address is c/o Jenkens & Gilchrist Parker Chapin LLP, The Chrysler Building, 405 Lexington Avenue, New York, NY 10174.

(c) Mr. Weisberg is a director of Tremor. Tremor is principally engaged in the business of developing interactive entertainment software for popular video game consoles. Tremor's address is 2521 West Empire Avenue, Burbank, CA 91504.

(d) During the last five years, Mr. Weisberg has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, Mr. Weisberg has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Mr. Weisberg is a citizen of the United States of America.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

The aggregate purchase price to acquire the Shares from Ram Venture Holdings Corp. ("RAMVH") and KM Financial, Inc. ("KM"), was \$505,000. Tremor made an initial payment to RAMVH and KM at the closing in the aggregate amount of \$5,000 (the "Initial Payment") and will make two deferred payments, each in the aggregate amount of \$250,000, in September 2001 and December 2001, respectively (the "Deferred Payments"). The Initial Payment was made with the use of funds from Tremor's working capital. It is presently anticipated that the

Deferred Payments will be made through the use of proceeds received from future equity financings by Tremor and/or its affiliates. In connection with the purchase of the Shares, RAMVH, for itself and as agent for KM, has entered into a non-recourse pledge agreement with Ram Capital Management Trust ("RAMCM"), the controlling shareholder of Tremor, whereby RAMCM has pledged shares of RAMVH to RAMVH and KM as security for the Deferred Payments.

ITEM 4. PURPOSE OF TRANSACTION

The purpose of Tremor's purchase of the Shares is to acquire control over NEWY, which would accommodate Tremor's plan to subsequently merge New Tremor Acquisition Corp., a

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California corporation ("Acquisition") and wholly-owned subsidiary of NEWY, with and into Tremor, with Tremor as the surviving corporation, pursuant to an Agreement and Plan of Merger proposed to be entered into by and among Tremor, NEWY and Acquisition.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

(a) Mr. Weisberg is not a beneficial owner of the Shares.

(b) Mr. Weisberg does not have the power to vote or dispose of the Shares.

(c) Mr. Weisberg has not effected any transactions in the Common Stock during the past 60 days.

(d) No other person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of the Shares.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

Other than as set forth in this Schedule 13D, to the knowledge of Mr. Weisberg, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) between Mr. Weisberg and any other person named in Item 2 of this Schedule 13D with respect to any securities of NEWY, including but not limited to transfer or voting of any securities of NEWY, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies, or a pledge or contingency the occurrence of which would give another person voting power over the securities of NEWY.

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ITEM 1. SECURITY AND ISSUER

This statement relates to the purchase of 1,800,000 shares (the "Shares") of common stock, par value \$.001 per share (the "Common Stock"), of New Systems, Inc., a Nevada corporation ("NEWY") by Tremor Entertainment Inc., a California corporation ("Tremor"). The address of the Company's principal executive offices is 3040 East Commercial Blvd., Ft. Lauderdale, FL 33308.

ITEM 2. IDENTITY AND BACKGROUND

(a) This Schedule 13D is being filed by RAM Capital Management Trust ("RAMCM").

(b) RAMCM's principal office and principal business address 23350 Water Circle, Boca Raton, FL 33486.

(c) RAMCM is principally engaged in the business of private and corporate finance.

(d) Since its inception in June 24, 1998, RAMCM has not been convicted in a criminal proceeding.

(e) Since its inception in June 24, 1998, RAMCM has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) RAMCM is a Massachusetts Business Trust.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

The aggregate purchase price to acquire the Shares from Ram Venture Holdings Corp. ("RAMVH") and KM Financial, Inc. ("KM"), was \$505,000. Tremor made an initial payment to RAMVH and KM at the closing in the aggregate amount of \$5,000 (the "Initial Payment") and will make two deferred payments, each in the aggregate amount of \$250,000, in September 2001 and December 2001, respectively (the "Deferred Payments"). The Initial Payment was made with the use of funds from Tremor's working capital. It is presently anticipated that the Deferred Payments will be made through the use of proceeds received from future equity financings by Tremor and/or its affiliates. In connection with the purchase of the Shares, RAMVH, for itself and as agent for KM, has entered into a non-recourse pledge agreement with RAMCM, whereby RAMCM has pledged shares of RAMVH to RAMVH and KM as security for the Deferred Payments.

ITEM 4. PURPOSE OF TRANSACTION

The purpose of Tremor's purchase of the Shares is to acquire control over NEWY, which would accommodate Tremor's plan to subsequently merge New Tremor Acquisition Corp., a California corporation ("Acquisition") and

wholly-owned subsidiary of NEWY, with and into Tremor, with Tremor as the surviving corporation, pursuant to an Agreement and Plan of Merger

proposed to be entered into by and among Tremor, NEWY and Acquisition.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

(a) RAMCM, by virtue of being the majority shareholder and controlling person of Tremor, may be deemed to be a beneficial owner of the Shares. The Shares represent 53.7% of the Common Stock issued and outstanding.

(b) RAMCM, by virtue of being the majority shareholder and controlling person of Tremor, may be deemed to have the shared dispositive power over the Shares, but RAMCM has no voting power over the Shares.

(c) The following is a schedule of the transactions of RAMCM in NEWY's capital stock since May 23, 2001, the 60 day period prior to the date of the event which required the initial filing of this Schedule 13D:

Date of -----	Number of Shares -----		Price -----	Nature of Transaction -----
Transaction -----	Acquired -----	Disposed of -----		
05/31/01	500		\$1.26	Open Market Purchase
05/31/01	500		\$1.09	Open Market Purchase
06/01/01	2,000		\$1.15	Open Market Purchase
06/01/01	500		\$1.18	Open Market Purchase
06/01/01	500		\$1.15	Open Market Purchase
06/01/01	600		\$1.20	Open Market Purchase
06/01/01	1,000		\$1.25	Open Market Purchase
06/01/01	1,400		\$1.18	Open Market Purchase
06/01/01	2,000		\$1.20	Open Market Purchase
06/01/01	1,000		\$1.25	Open Market Purchase
06/04/01		1,000	\$1.25	Open Market Sale
06/04/01		1,000	\$1.25	Open Market Sale
06/04/01		500	\$1.20	Open Market Sale
07/18/01		500	\$1.20	Open Market Sale
07/18/01		500	\$1.26	Open Market Sale
07/20/01	2,500		\$1.098	Open Market Purchase

(d) No other person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of the Shares.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

Other than as set forth in this Schedule 13D, to the knowledge of

RAMCM, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) between RAMCM and any other person named in Item 2 of this Schedule 13D with respect to any securities of NEWY, including but not limited to transfer or voting of any securities of NEWY, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits,

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division of profits or loss, or the giving or withholding of proxies, or a pledge or contingency the occurrence of which would give another person voting power over the securities of NEWY.

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SIGNATURE

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement with respect to the undersigned, is true, complete and correct.

Dated: August 2, 2001

TREMOR ENTERTAINMENT INC.

By: /s/ Steven Oshinsky

Name: Steven Oshinsky

Title: Chief Executive Officer

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SIGNATURE

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement with respect to the undersigned, is true, complete and correct.

Dated: August 2, 2001

/s/ Steven Oshinsky

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SIGNATURE

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement with respect to the undersigned, is true, complete and correct.

Dated: August 2, 2001

/s/Karl Flowers

Karl Flowers

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SIGNATURE

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement with respect to the undersigned, is true, complete and correct.

Dated: August 2, 2001

/s/Martin Eric Weisberg

Martin Eric Weisberg

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SIGNATURE

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement with respect to the undersigned, is true, complete and correct.

Dated: August 2, 2001

By: /s/ Steven Oshinsky

Name: Steven Oshinsky

Title: General Manager

</TABLE>

STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT, dated as of July 23, 2001 (this "Agreement"), by and among TREMOR ENTERTAINMENT INC., a California corporation (the "Purchaser"), on the one hand, and RAM VENTURE HOLDINGS CORP., a Florida corporation ("RAM Holdings"), and KM FINANCIAL, INC., an Arizona corporation ("KM") (each of RAM Holdings and KM referred to individually as a "Seller" and, collectively, as the "Sellers"), on the other hand.

RECITALS

WHEREAS, RAM Holdings is the owner of One Million Five Hundred Thousand (1,500,000) issued and outstanding shares (the "RAM Shares") of common stock, par value \$.001 per share ("Common Stock"), of New Systems, Inc., a Nevada corporation (the "Company");

WHEREAS, KM is the owner of Three Hundred Thousand (300,000) issued and outstanding shares (the "KM Shares") of Common Stock. The RAM Shares and the KM Shares are collectively referred to as the "Shares"; and

WHEREAS, in contemplation of a merger (the "Merger") among the Purchaser, the Company and a wholly-owned subsidiary of the Company (the "Merger Subsidiary"), the Sellers desire to sell and transfer to the Purchaser, and the Purchaser desires to purchase and acquire from the Sellers, the Shares, upon and subject to the terms, provisions and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Purchaser and the Sellers agree as follows:

1. Purchase and Sale of Shares; Rescission Right.

1.1 Purchase and Sale; Grant of Proxy. Upon the terms and provisions and subject to the conditions set forth in this Agreement, on the date hereof, the Sellers hereby sell, transfer, convey, assign and deliver to the Purchaser, and the Purchaser hereby purchases and acquires from the Sellers, the Shares, free and clear of all liens, claims, pledges, charges, security interests, options, calls, restrictions, prior assignments, proxies, voting agreements or any other encumbrances or third party rights or equitable interests of any nature whatsoever ("Liens"), excluding (a) the status of the Shares as "restricted securities" ("Restricted Securities"), as such term is defined in Rule 144 promulgated under the Securities Act of 1933, as amended (the "Act"), and (b) the grant of the proxy to vote the Shares set forth below in this Section 1.1. In connection with the foregoing, the Purchaser hereby grants to RAM Holdings and to KM a proxy (the "Proxy") to vote the RAM Shares and the KM Shares, respectively, in the name of the Purchaser at any meeting of

stockholders of the Company or in connection with any written consent of the stockholders of the Company in lieu of a meeting thereof, which proxy shall

terminate automatically at the effective time of the Merger without any further action on the part of any party hereto.

1.2 Purchase Price. As consideration in full for its acquisition of the Shares, the Purchaser shall deliver to the Sellers the following consideration (the "Purchase Price"):

(a) Five Thousand Dollars (\$5,000) (the "Cash Portion"), by two (2) checks delivered to the Sellers on the date hereof in the amounts set forth on Schedule 1.2 annexed hereto;

(b) A deferred payment in the aggregate amount of Two Hundred Fifty Thousand Dollars (\$250,000), due September 24, 2001, without interest, delivered to the Sellers in the amounts set forth on Schedule 1.2 annexed hereto (the "First Deferred Payment"); and

(c) A second deferred payment, in the aggregate amount of Two Hundred Fifty Thousand Dollars (\$250,000), due December 24, 2001, without interest, delivered to the Sellers in the amounts set forth on Schedule 1.2 annexed hereto (the "Second Deferred Payment" and, together with the First Deferred payment, the "Deferred Payments").

The obligations of Tremor with respect to the Deferred Payments may be satisfied by recourse to the Pledged Securities (as defined in Section 1.3(d)(iii) below) in accordance with and subject to the terms and provisions of the Pledge Agreement (as defined in Section 1.3(d)(ii) below).

1.3 Closing Deliveries. The following steps are being taken concurrently herewith:

(a) RAM Holdings is hereby delivering to the Purchaser certificates representing the RAM Shares, duly endorsed in blank or accompanied by stock powers duly executed in blank, with signatures guaranteed, sufficient to transfer the RAM Shares to the Purchaser on the books of the Company, free and clear of any and all Liens.

(b) KM is hereby delivering to the Purchaser certificates representing the KM Shares, duly endorsed in blank or accompanied by stock powers duly executed in blank, with signatures guaranteed, sufficient to transfer the KM Shares to the Purchaser on the books of the Company, free and clear of any and all Liens.

(c) The directors of the Company are tendering to the Purchaser the irrevocable resignations of each director of the Company, which resignations shall be held by the Purchaser and become effective at the effective time of the Merger, unless otherwise agreed by the parties.

(d) The Purchaser is hereby delivering to RAM Holdings and to KM the following:

(i) the Cash Portion, to be allocated between the Sellers in the manner set forth on Schedule 1.2 annexed hereto; and

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(ii) the Non-Recourse Stock Pledge Agreement, dated the date hereof, between RAM Capital Management ("RAM Capital") and RAM Holdings, on behalf of the Sellers, in the form of Exhibit A annexed hereto (the "Pledge Agreement").

(e) RAM Capital is delivering to RAM Holdings stock certificates nos. CS 3657 through CS 3661, issued to RAM Capital, for an aggregate of five million (5,000,000) shares of common stock, par value \$.0001, of RAM Holdings (the "Pledged Securities"), accompanied by a stock power duly executed in blank, with signatures guaranteed, delivered pursuant to the Pledge Agreement.

1.4 Purchaser Rescission Right. Notwithstanding anything in this Agreement to the contrary, in the event that either the Company or Merger Subsidiary fails to satisfy, or causes not to be satisfied, any of the conditions precedent contained in Section 7.2(a), (b), (e), (f), (g), (l), (n), and (o) of the Merger Agreement, of even date herewith, among the Purchaser, the Company and Merger Subsidiary, a form of which is annexed hereto as Exhibit B (provided that such failure is not caused solely by an act of the Purchaser after the date hereof, in its capacity as a stockholder of the Company), the Purchaser shall have the option, in its sole and absolute discretion to rescind the purchase of the Shares hereunder by written notice to the Company. If the Purchaser exercises such right of rescission, (a) the Purchaser shall return the certificates representing the Shares, with related stock powers, to the Sellers, (b) the Purchaser's payment obligations hereunder shall terminate and the Purchaser shall be unconditionally and irrevocably released from any and all such payment obligations, (c) neither the Purchaser, on the one hand, nor the Sellers, on the other hand, shall have any further liability or obligation to the other hereunder, and (d) the parties hereto shall execute and deliver such documentation and take such other actions as any party hereto shall reasonably request, or as may otherwise be necessary or appropriate to effect the foregoing; provided, however, that in consideration for the foregoing, the Sellers shall be entitled to retain the Cash Payment.

2. Representations and Warranties of the Sellers. Each Seller, severally and not jointly, hereby represents and warrants to the Purchaser as follows:

2.1 Authority; Enforceability. Such Seller is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation. Such Seller has the corporate power and authority to execute, deliver and perform this Agreement and all other agreements, certificates and documents executed or delivered, or to be executed or

delivered, by such Seller in connection herewith (collectively, the "Seller Documents"), and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and the other Seller Documents by such Seller has been duly authorized by all necessary corporate action on the part of such Seller. This Agreement and each of the other Seller Documents have been duly executed and delivered by such Seller and this Agreement and the Seller Documents constitute the legal, valid and binding obligations of such Seller, enforceable against such Seller in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights and by equitable principles of general application which may limit the availability of certain remedies such as specific performance.

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2.2 No Conflict. The execution, delivery and performance of this Agreement and the other Seller Documents by such Seller and the consummation of the transactions contemplated hereby and thereby do not and will not (i) violate or conflict with any provision of the charter, by-laws or other organizational documents of such Seller; or (ii) violate, conflict with, result in a breach of or constitute (with or without notice or lapse of time or both) a default under, give rise to a right of termination, amendment or cancellation of, accelerate the performance required by, or result in any payment under, any contract or agreement (whether or not in written form), instrument or other writing of any nature whatsoever ("Contract") to or by which such Seller is a party or is bound or by which any of its properties or assets is subject; or (iii) violate, conflict with or result in a breach of any Legal Requirement (as hereinafter defined); or (iv) result in the creation of any Lien on any of such Seller's Shares.

2.3 Litigation. There is no claim, action, suit, proceeding (including, without limitation, arbitrations and alternative dispute resolution proceedings) or governmental investigation before any court, arbitrator or Governmental Entity or Regulatory Authority pending or, to the best knowledge of such Seller, threatened, against such Seller or which relates to or arises out of the transactions contemplated by this Agreement, nor does such Seller have any knowledge of any reasonably likely basis or set of circumstances for any such action, suit, proceeding, claim or investigation, the result of which could prevent the sale of the Shares to the Purchaser hereunder.

2.4 Consents. No filing or registration with, notice to or authorization, consent or approval or other action (including, without limitation, the grant of any waiver) of any Governmental Entity or Regulatory Authority or any other person or entity is required to be obtained by such Seller in connection with (i) the sale to the Purchaser of such Seller's Shares or (ii) the execution, delivery and performance of this Agreement and the other Seller Documents and the consummation of the transactions contemplated hereby and thereby.

2.5 No Material Adverse Change. To the knowledge of such Seller,

from March 31, 2001 to the date of this Agreement, there has been no material adverse change in the business, operations, properties, assets, liabilities, commitments, earnings, financial condition or prospects of the Company.

2.6 Ownership. Such Seller is the sole record and beneficial owners of its Shares, free and clear of any and all Liens with respect to such Shares, excluding the status of the Shares as Restricted Securities. Such Seller has all legal right, title and authority to transfer its Shares to the Purchaser as contemplated hereby. The assignment, transfer and delivery of the Shares owned by such Seller to the Purchaser in accordance with Section 1 hereof will vest in the Purchaser full right, title and interest in and to such Shares, free and clear of all Liens other than (a) the status of the Shares as Restricted Securities and (b) the rights of the Sellers pursuant to the grant of the Proxy.

2.7 Finders' and Brokers' Fees. Such Seller has not retained any broker, finder or agent or agreed to pay any brokerage fee, finder's fee or commission with respect to the transactions contemplated by this Agreement.

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2.8 Certain Definitions.

"Legal Requirement" of a person or entity means any statute, rule, regulation or other provision of law, or any order, judgment or other direction of a court, arbitration panel or other tribunal or any Governmental Entity or Regulatory Authority (as hereinafter defined) or any other requirement, permit, registration, license or Authorization (as hereinafter defined) applicable to such person or entity, or to any of its properties, assets or business, the violation of which would have a material adverse effect on such person or entity.

"Governmental Entity or Regulatory Authority" means any court, tribunal, arbitrator, executive or regulatory authority, tax authority, agency, commission, official or other instrumentality of the United States of America, any foreign country or any domestic or foreign state, county, city, municipality or other political subdivision.

"Authorizations" means all licenses, permits, franchises, approvals, authorizations, qualifications, concessions or the like, issued or granted by any federal, state, local or foreign Governmental Entity or Regulatory Authority or by any nongovernmental entity to any person or entity or which in any way relate to the business, operations, activities, properties and assets of such person or entity.

3. Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Sellers as follows:

3.1 Authority; Enforceability. The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of California. The Purchaser has the corporate power and authority to execute,

deliver and perform this Agreement and all other agreements, certificates and documents executed or delivered, or to be executed or delivered, by the Purchaser in connection herewith (collectively, the "Purchaser Documents") and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and the other Purchaser Documents by the Purchaser have been duly authorized by all necessary corporate action on the part of the Purchaser. This Agreement and each of the other Purchaser Documents have been duly executed and delivered by the Purchaser and this Agreement and each of the other Purchaser Documents constitute legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights and by equitable principles of general application which may limit the availability of certain remedies such as specific performance.

3.2 No Conflict. The authorization, execution, delivery and performance by the Purchaser of this Agreement and the other Purchaser Documents and the consummation of the transactions contemplated hereby and thereby do not and will not (i) violate or conflict with any provision of the Purchaser's Articles of Incorporation or By-Laws; (ii) violate, conflict with, result in a breach of or constitute (with or without notice or lapse of time or both) a default under, give rise to a right of termination, amendment or cancellation of, accelerate the performance required by, or result in any payment under, any Contract to or by which the Purchaser is a party or is bound, or by which any of its properties or assets is subject; or

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(iii) violate, conflict with or result in a breach of any Legal Requirement applicable to the Purchaser.

3.3 Litigation. There is no claim, action, suit, proceeding (including, without limitation, all arbitrations and alternative dispute resolution proceedings) or governmental investigation of or pending or, to the best knowledge of the Purchaser, threatened against the Purchaser which relates to the transactions contemplated by this Agreement, nor does the Purchaser have any knowledge of any reasonably likely basis or set of circumstances for any such action, suit, proceeding, claim or investigation, the result of which could prevent the sale of the Shares to the Purchaser hereunder.

3.4 Consents. No filing or registration with, notice to, or authorization, consent or approval of, or other action (including, without limitation, the grant of any waiver) of any Governmental Entity or Regulatory Authority or any other Person is required to be obtained by the Purchaser in connection with (i) the purchase from the Seller of the Shares; and (ii) the execution, delivery and performance of this Agreement and the other Purchaser Documents and the consummation of the transactions contemplated hereby and thereby.

3.5 Finders' and Brokers' Fees. The Purchaser has not, nor has anyone on behalf of the Purchaser, retained any broker, finder or agent or agreed to pay any brokerage fee, finder's fee or commission with respect to the transactions contemplated by this Agreement.

3.6 Restricted Securities. The Purchaser acknowledges and understands that the Shares have not been registered under the Act or the securities laws of any state; that the Shares are being purchased for investment purposes and not with a view to distribution or resale, nor with the intention of selling, transferring or otherwise disposing of all or any part of the Shares for any particular price, or at any particular time, or upon the happening of any particular event or circumstances, except selling, transferring, or disposing of the Shares in compliance with all applicable provisions of the Act, the rules and regulations promulgated thereunder, and applicable state securities laws; that such Shares must be held indefinitely unless they are subsequently registered under the Act, or an exemption from such registration is available; that the Shares are "restricted securities" as that term is defined in Rule 144 promulgated under the Act, and that any sales of the Shares made in reliance upon Rule 144 can be made only in the amounts and in accordance with the terms and conditions of that Rule; that there is only a limited public market for the Common Stock, and at any time the Purchaser wishes to sell the Shares under Rule 144 of the Act there may be no public market upon which to make such a sale and that, even if such a public market then exists, the requirements of that rule may not be able to be met and that in such event, the Purchaser would be precluded from selling the Shares under that Rule.

3.7 Investor Representations. The Purchaser acknowledges and represents to the Sellers as follows:

(a) The Purchaser acknowledges that the purchase and sale of the Shares under this Agreement is intended to be exempt from registration under the Act by virtue of Section 4(2) of the Act.

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(b) The Purchaser has such knowledge and experience in financial, tax and business matters so as to enable the Purchaser to utilize the information made available to the Purchaser in connection with the Purchaser's purchase of the Shares, to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto.

(c) The Purchaser has reviewed all of the Company's filings with the SEC as the Purchaser has deemed necessary including, without limitation, the Company's Annual Report on Form 10-KSB for the year ended December 31, 2000, the Company's Quarterly Report on Form 10-QSB for the quarter ended March 31 2001 and the Company's Current Report on Form 8-K filed with the SEC on March 21, 2001. The Purchaser has analyzed the risks attendant to an investment in the Shares, has had the opportunity to review all documents and records pertaining to the Company's business which are in the Company's possession and to ask questions of, and receive answers from, the Company's management with respect to

the Company's operations, and has made its decision to invest in the Shares based on its own analysis of the Company's business, financial condition, results of operations and prospects. The undersigned understands that its investment in the Shares involves a high degree of risk.

(d) The Purchaser is not an "accredited investor", as that term is defined in Rule 501(a) of Regulation D of the Act.

(e) The Purchaser is acquiring the Shares solely for the Purchaser's own account for investment and not with a view to resale or distribution of any of the Shares.

(f) The Purchaser acknowledges that legends shall be placed on the certificates evidencing the Shares to the effect that such shares of Common Stock have not been registered under the Act or applicable state securities laws and appropriate notations thereof will be made in the Company's stock books.

3.8 No Agency Review. The Purchaser acknowledges that no federal (including, without limitation, the SEC) or state agency has recommended or endorsed the purchase of the Shares or passed upon the adequacy or accuracy of any information regarding the Company.

4. Indemnification.

4.1 Survival of Representations and Warranties. All representations, warranties, covenants and agreements of the parties contained in this Agreement or in any other document or instrument executed or delivered in connection herewith shall survive the closing of the transactions, notwithstanding any examination or investigation made by or on behalf of any party hereto.

4.2 Indemnification by the Seller. Each Seller, severally and not jointly, shall indemnify and hold harmless the Purchaser, its directors, officers, employees, agents, representatives, stockholders and controlling parties and all of their successors and assigns (each a "Purchaser Indemnified Person") from, and defend each of them from and against, and will pay each Purchaser Indemnified Person for, any and all demands, claims, actions, liabilities, losses,

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damages (including, without limitation, special, consequential and punitive damages), costs, penalties and expenses (including, without limitation, interest, costs of investigation and defense and the reasonable fees and expenses of attorneys and other professionals and experts) (collectively, "Losses") asserted against, imposed upon or incurred by any such Purchaser Indemnified Person, directly or indirectly, resulting from or arising out of or in connection with or relating to (a) any inaccuracy or breach of any representation or warranty of such Seller contained herein; or (b) any breach of any agreement, covenant or obligation of such Seller contained herein or in any Seller Document.

4.3 Indemnification by the Purchaser. The Purchaser shall indemnify and hold harmless the Sellers and each of their respective directors, officers, employees, agents, representatives, stockholders and controlling parties and all of their successors and assigns (each a "Seller Indemnified Person") from, and defend each of them from and against, and will pay each Seller Indemnified Person for, any and all Losses asserted against, imposed upon or incurred by any such Seller Indemnified Person, directly or indirectly, resulting from or arising out of or in connection with or relating to (a) any inaccuracy or breach of any representation or warranty of the Purchaser contained herein or in any other Purchaser Document; or (b) any breach of any agreement, covenant or obligation of the Purchaser contained herein or in any other Purchaser Document.

4.4 Procedure for Indemnification.

(a) Promptly after receipt by an indemnified party of written notice of the commencement against it by any third party of any action, suit or proceeding, or written threat thereof, such indemnified party will, if a claim is to be made against an indemnifying party under this Section 4, give notice to the indemnifying party thereof. The indemnified party shall furnish to the indemnifying party in reasonable detail the information possessed by the indemnified party with respect to such indemnification claim.

(b) The indemnifying party shall have thirty (30) days after the notice from the indemnified party to notify the indemnified party in writing of its election to defend the third party claim or demand on behalf of the indemnified party. If the indemnifying party elects to defend such third party claim or demand, the indemnified party shall make available to the indemnifying party all materials reasonably required for that purpose and shall otherwise assist and cooperate with the indemnifying party in the defense of such third party claim or demand, and so long as the indemnifying party is defending such third party claim in good faith, the indemnified party shall not pay, settle or compromise such third party claim or demand. If the indemnifying party elects to defend such third party claim or demand, the indemnifying party shall have the right to control the defense of such third party claim or demand, at the indemnifying party's own expense. If the indemnifying party does not elect to defend such third party claim or demand or does not defend such third party claim or demand in good faith, the indemnified party shall have the right, in addition to any other right or remedy it may have hereunder, at the indemnifying party's expense, to defend such third party claim or demand.

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5. Miscellaneous.

5.1 Amendments. This Agreement may not be amended, supplemented or modified, except by a written instrument signed by each of the parties hereto.

5.2 Waiver. No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any

right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

5.3 Governing Law; Jurisdiction.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN THAT STATE, WITHOUT REGARD TO ANY OF ITS PRINCIPLES OF CONFLICTS OF LAWS OR OTHER LAWS WHICH WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED WITHOUT REGARD TO ANY PRESUMPTION AGAINST THE PARTY CAUSING THIS AGREEMENT TO BE DRAFTED. EACH OF THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH OF THE PARTIES UNCONDITIONALLY AND IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF FLORIDA LOCATED IN BROWARD COUNTY AND THE FEDERAL DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA WITH RESPECT TO ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, AND EACH OF THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY OBJECTION TO VENUE IN BROWARD COUNTY OR SUCH DISTRICT, AND AGREES THAT SERVICE OF ANY SUMMONS, COMPLAINT, NOTICE OR OTHER PROCESS RELATING TO SUCH SUIT, ACTION OR OTHER PROCEEDING MAY BE EFFECTED IN THE MANNER PROVIDED IN SECTION 5.4.

5.4 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to be delivered and received by the intended recipient as follows: (a) if personally delivered, on the business day of such delivery (as evidenced by the receipt of the personal delivery service); (b) if mailed certified or registered mail return receipt requested, five (5) business days after being mailed; or (c) if delivered by overnight courier (with all charges having been prepaid), on the business day of such delivery (as evidenced by the printed confirmation of delivery generated by the sending party's telecopier machine). All such notices

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and other communications will be sent to the following addresses or facsimile numbers as applicable:

if to the Purchaser, to:

Tremor Entertainment, Inc.
2621 West Empire Avenue

Burbank, California 91504
Attn: President
Fax Number: (818) 729-0025

with a copy to:

Jenkins & Gilchrist Parker Chapin LLP
The Chrysler Building
405 Lexington Avenue
New York, New York 10174
Attn: Martin Eric Weisberg, Esq.
Fax Number: (212) 704-6288

if to RAM Holdings, to:

RAM Venture Holdings Corp.
3040 East Commercial Boulevard
Fort Lauderdale, Florida 33308
Attn: _____
Fax Number: _____

with a copy to:

David A. Carter, P.A.
2300 Glades Road
Suite 210
West Tower
Boca Raton, Florida 33431
Attn: Bert Gusrae, Esq.
Fax Number: (561) 367-0960

if to KM, to:

KM Financial, Inc.

Attn: _____
Fax Number: _____

5.5 Entire Agreement. This Agreement (together with the Schedules hereto), and the agreements and documents delivered pursuant to this Agreement, constitute the entire understanding and agreement of the parties with respect to the subject matter hereof, and collectively supersede all other prior and/or contemporaneous negotiations, commitments, agreements and understandings, whether written or oral, among the parties with respect to the subject matter hereof, all of which are merged herein.

5.6 Further Assurances. Each party hereto covenants and agrees promptly to execute, deliver, file or record such agreements, instruments, certificates and other documents and to perform such other and further acts as any other party hereto may reasonably request or as may otherwise be necessary or proper to consummate and perfect the transactions contemplated hereby.

5.7 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, or unenforceable, then (a) such provision, covenant or restriction shall be construed by limiting and reducing it so as to be enforceable to the fullest extent permitted under applicable law and shall thereupon be enforced as so limited and reduced and (b) the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

5.8 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties. This Agreement is not intended to confer upon any other person except the parties hereto any rights or remedies hereunder.

5.9 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which when executed shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same document. This Agreement shall become effective when one or more counterparts, taken together, shall have been executed and delivered by all of the parties.

5.10 Headings. The section headings contained in this Agreement are inserted for reference purposes only and shall not in any way affect the meaning, construction or interpretation of this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the undersigned have executed this Stock Purchase Agreement as of the day and year first written above.

PURCHASER:

TREMOR ENTERTAINMENT INC.

By:

Name:

Title:

SELLERS:

RAM VENTURE HOLDINGS CORP.

By:

Name:

Title:

KM FINANCIAL, INC.

By:

Name:

Title:

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EXHIBIT A

FORM OF NON-RECOURSE STOCK PLEDGE AGREEMENT

[ATTACHED]

EXHIBIT B

MERGER AGREEMENT

[ATTACHED]

SCHEDULE 1.2

ALLOCATION OF PURCHASE PRICE

I. Cash Portion (Section 1.2(a))

RAM Holdings:	\$4,167
KM:	833

TOTAL:	\$5,000

II. Deferred Payments (Section 1.2(b), (c))

A. Deferred Payment Due September 24, 2001:

RAM Holdings:	\$208,333
KM:	41,667

TOTAL:	\$250,000

B. Deferred Payment Due December 24, 2001:

RAM Holdings:	\$208,333
KM:	41,667

TOTAL:	\$250,000

NON-RECOURSE STOCK PLEDGE AGREEMENT

NON-RECOURSE STOCK PLEDGE AGREEMENT, dated as of July 23, 2001 (this "Agreement"), made and entered into by and between RAM Venture Holdings Corp., a Florida corporation (the "Creditor"), for itself and as agent for KM Financial, Inc., an Arizona corporation ("KM"), and RAM Capital Management, a Massachusetts Business Trust (the "Pledgor").

RECITALS

WHEREAS, simultaneously herewith, Tremor Entertainment Inc., a California corporation ("Tremor"), is executing and delivering to the Creditor and to KM a stock purchase agreement, of even date herewith, among the Creditor, KM and Tremor (the "Stock Purchase Agreement") pursuant to which Tremor is obligated to make deferred payments to the Creditor and to KM in the aggregate amount of Five Hundred Thousand Dollars (\$500,000) (the "Obligations"); and

WHEREAS, it is a condition to the Creditor's and KM's execution and delivery of the Stock Purchase Agreement that, contemporaneously therewith, the Pledgor enter into this Agreement in order to secure Tremor's obligations to make prompt payment when due of the Obligations by pledging to the Creditor Five Million (5,000,000) shares of common stock, par value \$.0001 per share, of the Creditor owned by the Pledgor (the "Pledged Securities"), with the Creditor to accept and hold such pledge for itself and as agent for KM;

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

1. Pledge. The Pledgor hereby delivers to the Creditor, for itself and as agent for KM, stock certificate nos. CS 3657 through CS 3661, issued to the Pledgor, evidencing the Pledged Securities, together with undated stock transfer powers for the Pledged Securities duly executed in blank by the Pledgor, with signatures guaranteed, and grants to the Creditor, for itself and as agent for KM, a first priority security interest in the Pledged Securities, as collateral security for the prompt and complete payment when due (whether at the stated maturity, acceleration or otherwise) of the Obligations, to be held by the Creditor in pledge until the earlier of satisfaction of the Obligations or the occurrence of an Event of Default .

2. Administration of Security. The following provisions shall govern the administration of the Pledged Securities:

(a) So long as no default has occurred and is continuing with respect to the Obligations (an "Event of Default"), the Pledgor shall be entitled to act with

respect to the Pledged Securities in any manner not inconsistent with this Agreement, including voting the Pledged Securities and receiving all distributions thereon and giving consents, waivers and ratifications in respect thereof.

(b) The Pledgor shall immediately upon request by the Creditor and in confirmation of the security interests hereby intended to be created in respect of the Pledged Securities, execute and deliver to the Creditor such further agreements, documents, certificates, instruments, conveyances, assignments, deeds, transfers, assurances and agreements in form and substance as the Creditor shall request, including any financing statements and amendments thereto or any other documents required under applicable law to protect the security interests created hereunder.

(c) 40% of the Pledged Securities shall be returned to the Pledgor upon Tremor's payment of \$250,000 of the Obligations in accordance with the terms of the Stock Purchase Agreement and the entire balance of the Pledged Securities shall be returned to the Pledgor upon payment in full of the remaining \$250,000 of the Obligations in accordance with the terms of the Stock Purchase Agreement.

3. Remedies in Case of an Event of Default.

(a) Upon an Event of Default, the Creditor shall be entitled to take title to the Pledged Securities, to the extent not previously released to the Pledgor pursuant to Section 2(c), in full satisfaction of the Obligations.

(b) The parties acknowledge and agree that the sole recourse of the Creditor against the Pledgor with respect to the Obligations shall be to the Pledged Securities, and that, accordingly, absent fraud, the Pledgor shall not be personally liable for any deficiency with respect to the Obligations.

(c) The parties further acknowledge and agree that, upon an Event of Default, the sole recourse of the Creditor against Tremor with respect to the Obligations shall be to the Pledged Securities and that, accordingly, absent fraud, Tremor shall not be personally liable for any deficiency with respect to the Obligations. The parties further agree that Tremor is intended to be a third party beneficiary under this Section 3(c) and is entering into the Stock Purchase Agreement in reliance on the provisions hereof.

4. Pledgor's Obligations Not Affected. The obligations of the Pledgor under this Agreement shall remain in full force and effect without regard to, and shall not be impaired or affected by: (a) any amendment or modification of the Stock Purchase Agreement; (b) any exercise or non-exercise by the Creditor of any right, remedy, power or privilege under or in respect of this Agreement or the Stock Purchase Agreement, or any waiver of any such right, remedy, power or privilege; (c) any waiver, consent, extension, indulgence or

other action or inaction in respect of this Agreement or the Stock Purchase Agreement, or any assignment or transfer of any thereof; or (d) any bankruptcy,

insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like, of the Creditor, whether or not the Pledgor shall have notice of any of the foregoing.

5. Transfer by Pledgor. The Pledgor shall not sell, assign, transfer or otherwise dispose of, grant any option with respect to, or mortgage, pledge or otherwise encumber the Pledged Securities or any interest therein or take any action which would transfer the economic consequences of the ownership of the Pledged Securities.

6. Representations and Warranties of Pledgor. The Pledgor represents and warrants to the Creditor as follows:

(a) Title to Pledged Securities; Authority; Enforceability. The Pledgor has good and marketable title to the Pledged Securities, free and clear of all liens. The Pledgor is a duly organized Massachusetts Business Trust, and has the power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of the Pledgor. This Agreement has been duly executed and delivered by the Pledgor and constitutes the legal, valid and binding obligation of the Pledgor, enforceable against the Pledgor in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights and by equitable principles of general application which may limit the availability of certain remedies such as specific performance.

(b) No Conflict. The execution, delivery and performance of this Agreement by the Pledgor and the consummation of the transactions contemplated hereby do not and will not (i) violate or conflict with any provision of the organizational documents of the Pledgor; or (ii) violate, conflict with, result in a breach of or constitute (with or without notice or lapse of time or both) a default under any contract or agreement (whether or not in written form), instrument or other writing of a material nature to or by which the Pledgor is a party or is bound with respect to the Pledged Securities; or (iii) violate, conflict with or result in a breach of any Legal Requirement (as defined in the Stock Purchase Agreement) with respect to the Pledged Securities; or (iv) result in the creation of any lien on any of the Pledged Securities.

(c) Litigation. There is no claim, action, suit, proceeding (including, without limitation, arbitrations and alternative dispute resolution proceedings) or governmental investigation before any court, arbitrator or governmental entity or regulatory authority pending or, to the

best knowledge of the Pledgor, threatened, against the Pledgor which would prevent the taking of the actions contemplated by this Agreement.

(d) Consents. No filing or registration with, notice to or authorization, consent or approval or other action (including, without limitation, the grant of any waiver, of any governmental entity or regulatory authority or any other person or entity) is required to be obtained by the Pledgor in connection with the execution,

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delivery and performance of this Agreement by the Pledgor and the consummation of a the transactions contemplated hereby.

7. Termination. Upon payment in full of the Obligations, this Agreement shall terminate and the Pledgor shall be entitled to the return of such of the Pledged Securities as have not theretofore been sold, released or otherwise applied pursuant to the provisions of this Agreement.

8. Notices. All notices or other communications required or permitted to be given hereunder to the Creditor or KM shall be delivered as provided in the Stock Purchase Agreement, with any notices to the Pledgor to be delivered to RAM Capital Management, 23350 Water Circle, Boca Raton, Florida 33486, Attention: Mr. Steven Oshinsky.

9. Binding Effect, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and nothing herein is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement.

10. Miscellaneous. The Creditor and its assigns shall have no obligation in respect of the Pledged Securities under this Agreement, except to hold and dispose of the same in accordance with the terms of this Agreement. Neither this Agreement nor any provision hereof may be amended, modified, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the amendment, modification, waiver, discharge or termination is sought. The captions in this Agreement are for convenience of reference only and shall not define or limit the provisions hereof. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to the conflicts of law rules thereof.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered on the date first above written.

CREDITOR:

RAM VENTURE HOLDINGS CORP.

By:

Name:

Title:

PLEDGOR:

RAM CAPITAL MANAGEMENT

By:

Name:

Title:

[SIGNATURE PAGE - NON-RECOURSE PLEDGE AGREEMENT]