

AGREEMENT FOR PAYMENT OF CONSULTING AND BUSINESS FINANCE AGREEMENTS
COMPENSATION AGREEMENT

By and Between Kevin R. Hall of 38 Kinder Drive, Kinderhook, NY 12106 and
Eliot Bernstein of 2753 Northwest 34th Street, Boca Raton, FL 33434

Whereas this Agreement dated March 13th 2009 between Kevin R. Hall of Kinderhook, NY 12106 and Eliot I. Bernstein of Boca Raton, Florida is an Agreement for Payment of Consulting and Business Finance Agreements and that such Agreement Contemplates future actions.

Whereas Hall has been assisting Bernstein in regard to enforcing Bernstein's technology rights and currently they are in discussions with Intel wherein Intel is taking under consideration various points and a Demand Letter from Eliot Bernstein in the amount of \$10 MILLION US DOLLARS as an Initial Down payment in good faith in furtherance of an "Agreement to Agree" between Bernstein and Intel which contemplates further business dealings and agreements between Bernstein and Intel who is a named Defendant in an Amended Complaint filed by Bernstein in the Southern District of New York which is pending at the United States Court of Appeals for the Second Circuit Docket 08-4873-cv - Bernstein, et al. v Appellate Division First Department Disciplinary Committee, et al.

Whereas it is determined and agreed by and between Kevin R. Hall of Kinderhook, NY and Eliot Bernstein of Boca Raton, Florida that 2.5 Percent of the Initial \$10 Million deposit, equivalent to \$250,000.00 (two-hundred fifty-thousand) US Dollars is a fair and reasonable amount of compensation owed to Kevin R. Hall upon completion of funding of the \$10 Million deposit. Upon recovery of damages, funds, or monies in any case that Hall has consulted Bernstein on, this will also result in an amount equal to 2.5% of the recovered funds payable to Kevin R. Hall who shall be paid the monies owed under this agreement within 30 days of funds received and cleared by all financial institutions involved. However, it is agreed that Kevin R. Hall shall receive first priority distribution of the amount specified herein.

It is further agreed by Bernstein and Kevin R. Hall that a future "payment" agreement will be made between Bernstein and Kevin R. Hall which contemplates a Percentage owed to Kevin R. Hall of the Intel and related business agreements going forward and there is thus an "agreement to agree" in the future by Bernstein and Kevin R. Hall in this regard at a minimum 1% of monies recovered on any contracts that Bernstein and Hall prepare and deliver and are paid in full. Any amounts payable will not be paid until funds have been paid and cleared by any financial institutions to Bernstein or other any other entity.

Principles of Good Faith and Honesty in Dealings shall be Strictly Enforced between Kevin R. Hall and Eliot Bernstein in giving effect to this agreement herein, which may be enforced within any State or territory of the United States or any area of the globe where Bernstein maintains a business interest related to the "backbone technologies" herein.

By:



Eliot J. Bernstein

Kevin R. Hall

Dated: March 13th 2009