

Intro: Opportunity to share in maximizing present strategic position.

Basic Strategy Statement:

One of the primary components of the strategy is maximizing all appropriate legal leverage from the public and private company reporting requirements for the "fair value of contingent liabilities, such as lawsuits on their balance sheets" by ensuring that all appropriate entities receive formal notice of the "contingent liability". It is anticipated that this tactic may create additional areas of leverage and recovery by likely creating further fraud scenarios wherein named and unnamed Defendant company directors, owners, principals and others are involved with further fraud with company auditors, accountants, company attorneys, related counsel and with the shareholders by having already failed to properly report or failing to properly report the contingent liability upon notice.

An additional leverage point will be forced through consideration of the realistic costs of defense in comparison to reasonable percentage liability and additionally creating leverage through demonstration that prompt and timely reparations to Bernstein, et al in the civil context could be positive factors for consideration in prospective or potential governmental liability proceedings. It is noted that SDNY US District Judge Scheindlin did not initiate any Federal Rule 11 frivolity proceeding against Bernstein et al or against any Plaintiff in any case marked as "related" nor did any defendant presently in the case seek Rule 11 frivolity sanctions. The "Anderson" related federal whistleblower case is presently ongoing in this court.

Agreement and Business Plan

1. This is an agreement and business plan whereby Kevin R. Hall of Kinderhook, NY 12106 agrees to provide business, consulting, strategic planning, research, tracking, troubleshooting, conflicts checks and related business services to run for the benefit of Eliot I. Bernstein, the main Inventor. Eliot Bernstein is recognized and acknowledged as being the primary Inventor of the technology and the primary party involved in the making of this agreement. This agreement is made outside any former interests to any assignees or owners as those former agreements are being terminated, allowing any aggrieved parties to take legal actions against the guilty parties for recovery of any interests lost formerly.

2. The basics of the initial 90 day plan, Part A, is to formulate a strategic business plan and demand letters to specified Defendants already named, Defendants presently unnamed but currently known, Defendants presently undetermined and unknown, and all others related to the infringement of the technologies, seeking financial recovery for involvement in the RICO claims and/or patent theft scheme and/or patent infringement, theft and diversion of royalties from rightful owners and all related economic and financial harm as outlined in the Amended Complaint filed by Eliot I. Bernstein at <http://iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20080509%20FINAL%20AMENDED%20COMPLAINT%20AND%20RICO%20SIGNED%20COPY%20MED.pdf>.

It is contemplated that Licensing and royalty payment agreements may be a component of such financial recovery plan with various parties and defendants to be determined later as part of the "Plan" and that inherent economic efficiency benefits are recognized as part of such an arrangement. However, Kevin R. Hall, (hereinafter "krh") shall in no way be responsible for providing legal opinions and/or advice therein but to the contrary will act together with qualified, competent, legal counsel experienced in licensing, patents,

royalties and intellectual property matters, and other accounting and market analysis experts and all experts as necessary.

Such financial recovery plan shall seek to maximize and capitalize on the following factors:

A) the fact of Specified Companies acting or being in "Association" as a Defendant or prospective Defendant in a Multi-state, Multi National, Federal RICO Patent theft, patent pooling anti-trust scheme already associated with the Attempted Murder of Eliot and Candice Bernstein and children through a Car Bombing in Boca Raton, Florida and ;

B) further Association of such parties/defendants, whether named or unnamed, known or unknown, with the pending Federal Whistle Blower and RICO style claims of Christine C. Anderson, (07cv09599) Anderson v The State of New York, et al., (hereinafter "Anderson") which has been filed in the federal court of the Southern District of New York before US District Judge Shira Scheindlin and recently involves federal investigation of associated death threats to federal witnesses and more.

C) Along with "Anderson" comes 8 cases including that of Eliot Bernstein which have been marked "Related" by US District Judge Shira Scheindlin, although such "Related" cases have presently been dismissed and are now pending at the United States Second Circuit Court of Appeals with such "Related" cases being named as follows:

(07cv11196) Bernstein, et al. v Appellate Division First Department Disciplinary Committee, et al.,

(07cv11612) Esposito v The State of New York, et al.,

(08cv00526) Capogrosso v New York State Commission on Judicial Conduct, et al.,

(08cv02391) McKeown v The State of New York, et al.,

(08cv02852) Galison v The State of New York, et al.,

(08cv03305) Carvel v The State of New York, et al.,

(08cv4053) Gizella Weisshaus v The State of New York, et al. and,

(08cv4438) Suzanne McCormick v The State of New York, et al.

** The following link

<http://iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20080808%20Scheindlin%20Dismissal%20of%20Complaint.pdf> is the 49 Page Dismissal Decision of US Judge Scheindlin for Iviewit and the second opinion at <http://iviewit.tv/CompanyDocs/United%20States%20District%20Court%20Southern%20District%20NY/20080808%20Scheindlin%20Dismissal%20of%20related%20complaints.pdf> for the other "related" cases which includes the extraordinary and unique suggestion that the "Related" litigants seek relief from the Office of the US Attorney and Office of State Attorney General Andrew Cuomo and which further identifies "Conflicts" amongst the named Defendants which were not resolved or addressed at the time of the Dismissal by Judge Scheindlin which of itself creates various avenues to pursue herein and to be a part of the "Plan".;

D) The Reporting of such legal liability, whether contingent, prospective liability or other, and potential claims in the nature of a Trillion Dollars in damages per count filed, including royalties, and other damages on the corporate balance and accounting sheets and required reporting to shareholders according to applicable disclosure rules and accounting requirements and rules. Said factor alone is deemed a substantial and

important part of the "Plan" to be determined.

E) The expected and / or anticipated costs of litigation in a case which may be pending in the Second Circuit Court of Appeals alone for greater than 18 months and the likelihood and viability of filing additional claims and actions both in the SDNY, the United States Supreme Court and in other states in the nation as well as Europe and other countries abroad where infringement of rights, theft and other harmful and wrongdoing is occurring through unauthorized uses;

F) The financial loss and impacts of contemplated filings for IP Infringement, Injunctions and Cease and Desist applications similar to "RIM v Blackberry" and related prior cases causing possible complete and total company loss and bankruptcy and other. All such efforts however in seeking such financial recovery shall be consistent with all applicable federal, international and state and local and other laws and merely a function of the lawful assertion of legal and proper rights to damages and recovery.

3. The basics of the initial 90 day plan, Part B, are to address the following issues:

A) development of business strategy to address the myriad of conflicts acknowledged by The Honorable Shira A. Scheindlin filed at United States District Court ~ Southern District of New York in Case 07 Civ. 11196 (SAS) Eliot I. Bernstein, et al. v. Appellate Division First Department, Department Disciplinary Committee et al. in an Order in the case dated March 21, 2008 whereby it was stated

“ Any further consideration of the substantive issues raised by Plaintiffs, including plaintiffs’ requests regarding conflicts of interest, must await resolution of anticipated motions to dismiss.”

B) services related to and caused by a request by primary Inventor Eliot Bernstein for an extension of the Second Circuit Appellate Calendar of up to 18 months for filing an Extension to file appeal which was filed timely with such Court and results from life threatening medical issues suffered by Bernstein including a medical treatment plan for facial maxillary and dental reconstruction, requiring the administering of substantial antibiotic and narcotic medications during this time due to a several surgeries occurring over the 18 month period, already submitted and received by the Court of Appeals and Bernstein is awaiting Decision.

C) business strategy and services relating to separating the appeals P. Stephen Lamont and Bernstein with the court.

4. It is acknowledged and understood that Kevin R. Hall (krh) of Kinderhook, NY is a disbarred attorney in the State of New York and while krh maintains legal challenges to the validity and legality of the suspension of his right to practice law and the subsequent disbarment, that all parties acknowledge the disbarment and that no parties are relying upon krh providing "legal opinions" or "legal advice" in the making of this agreement or in the performance of this agreement. It is understood and agreed that krh serves in the role of business management related duties and consulting consistent with the general duties outlined above. It is further acknowledged that a unique tactical and strategical advantage has been identified in utilization of krh as a "disbarred" attorney in the State of New York.

5. It is further acknowledged and understood that the service agreement with krh was

formulated after multiple hours of background research over several days and weeks by krh and multiple hours of discussion between krh and Eliot Bernstein, primary inventor, and that no party is presently aware of any conflict, which would presently prohibit this agreement from being executed and performed, nor is any conflict anticipated or contemplated. It is acknowledged and understood that Eliot Bernstein presently has a multi party RICO based claim pending at the Second Circuit Court of Appeals of the US Courts and that an Amended Complaint was filed by Eliot Bernstein in the Southern District of New York which was marked as "Related" by US District Judge Shira Scheindlin being "related" to Whistleblower and Corruption claims filed by Christine Anderson, hereinafter "Anderson", filed against the First Department Disciplinary Committee of the State of New York, the State of New York and others.

6. It is acknowledged and understood that at some date in the future that krh may file a suit on his personal behalf in relation to his suspension and disbarment proceedings and that such suit may or may not seek to become "related" to the cases currently marked as "related" to the Anderson in the Southern District of New York, however no present conflicts have been identified if such action should occur nor are any conflicts contemplated or anticipated however krh shall be duty bound to report to Eliot Bernstein and the others to this agreement any conflict or potential conflict which krh becomes aware of during the time of this agreement with the resolution of such conflict(s) to be mutually agreed upon after full disclosure by any and all involved parties.

7. It is understood and acknowledged that the agreement contemplates a 90 day plan as outlined above in Parts A and B and secondary plans for the benefit of Bernstein, et al. and that this agreement is designed and contemplated to remain in effect for one year (12 months) periods, although services may be cancelled at any time, by either party and payment shall be made until such final date as services are cancelled or cease by either party.

8. It is agreed that \$24,000 US Dollars shall be the basic value for the services of krh under this agreement, if valued over a one year period and that such value shall be the basic sum agreed as the inducement for krh to enter into this monthly agreement given the broad nature of business and occupations which krh would be conflicted out of both nationally and internationally by entering into this agreement. It is agreed and understood that an initial monthly payment of \$2000 US dollars in lump sum manner, or otherwise agreed to payment schedule, shall be made to krh upon the execution of this agreement with the balance of payments (\$22, 000) to be made in equal monthly installments of \$2000 per month over the next 11 months, unless the contract is cancelled by either party prior to such time at which time payments will cease.

9. LIST of Named Defendants can be found in the Amended Complaint, NDA Defendants
<http://iviewit.tv/CompanyDocs/Patents/Confidentialities/confidentialities%20total.pdf> , contract defendants, encoding defendants, unnamed but already identified defendants, and others.

10. Any changes, modifications, or alterations to such basic agreement would be in writing.