

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 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 Kevin R. Hall of Kinderhook, NY 12106 has provided daily services for Eliot Bernstein since on or around the last week of November, 2008 and consistently and regularly from such date to the present date of March 10, 2009.

Whereas while working in conjunction and under the guidance and in consultation with Kevin R. Hall, Eliot Bernstein is now presently at a point on this date of March 10, 2009 wherein Eliot Bernstein has recently received an Email Communication from Bruce Sewell, In House General Counsel for the Intel Corporation, dated Friday March 6, 2009 wherein Intel, according to In House Counsel Sewell, 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 US Second Circuit Court of Appeals.

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 or upon recovery of damages in any case that Hall has consulted Bernstein on of such same \$10 Million or a portion equal to or greater than such amount based upon the actual amount of recovery.

As it is represented by Bernstein that the Estimated Value of the overall deal in which Kevin R. Hall has become immersed and is providing services for is valued at approximately a Trillion dollars over the life of the IP and through litigation for damages caused as defined in the Amended Complaint and whereas Bernstein has previously estimated that \$250 Million a year for 10 Years is an approximate value owed by Intel to Bernstein presently, 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.

Such future agreement will consider whether the Services provided by KRH are in the nature of raising Capital for Bernstein, negotiating on behalf of Bernstein, and/or royalties, which flow from the initial work by KRH with Bernstein herein.

Whereas it is agreed that Kevin R. Hall of Kinderhook is provided a first priority position in distribution of proceeds from this initial deposit ahead of all others as these funds are deemed capital for continuing further negotiations, business ventures, agreements on royalties, litigation, and other and further that Kevin R. Hall has not been compensated herein for services already performed beyond nominal compensation valued at less than \$1000 (one-thousand US Dollars).

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.