

**Michael J. Hanlon**  
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T 215 665 8700  
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www.buchananingersoll.com

June 19, 2014

**VIA ELECTRONIC MAIL**

Eliot I. Bernstein  
Iviewit Holdings, Inc. – DL  
2753 N.W. 34th Street  
Boca Raton, FL 33434-3459

Re: Engagement Agreement

Dear Mr. Bernstein:

Buchanan Ingersoll & Rooney PC ("Buchanan Ingersoll & Rooney" or the "Firm") is pleased to accept your request for legal representation. In accordance with the Rules of Professional Conduct and the Firm's procedures, this engagement agreement (the "Agreement") confirms the terms on which Buchanan Ingersoll & Rooney will provide legal services to you in connection with evaluation of the Estates and Trusts of Simon & Shirley Bernstein and other matters as to which we accept your request for legal representation. Our agreement is that we will review and provide you with an evaluation of the potential for success in litigation of claims concerning the estate. If you choose to move forward with litigation with our firm, we will enter into a new engagement spelling out the terms of that representation.

Billing Matters

I will be the attorney in the Firm principally responsible for your matters. Robert L. Olsen, a shareholder in our Florida office will also be working in this matter. The charge for our services is based primarily upon the then current hourly rates of our personnel performing the services. For this matter, we will charge a flat fee of \$5,000.

We will provide you with a monthly statement giving you a brief description of each item of work. Monthly billings also will include expenses incurred in connection with each service matter. Expenses include items such as filing fees, travel costs, delivery/messenger services, photocopy, telephone and fax charges, computerized research service charges, word processing/computer charges, and secretarial and other staff overtime charges, if applicable. Certain of these charges may include an adjustment above cost for administrative expenses and overhead incurred by the Firm to provide the billed service. Disbursements in excess of \$500 will normally be forwarded to you for direct payment. As is usually the case, disbursement charges may not be current at the time of each monthly billing and will be billed later.

The Firm will begin its work upon receiving your advance payment of \$ 5,000.00. The advance payment will be applied against fees and disbursements as incurred and reflected on the monthly statements.

Statements are prepared and processed by our accounting department. If you have questions concerning a statement, please call me at (215) 665-5302, or Lynne Downs, Manager of New Business Intake and Conflicts, at (412) 562-3748.

Payment of our statements is due upon receipt of our invoice. The Firm reserves the right to impose interest at a rate equal to one and one-half percent (1½%) per month on any outstanding balance that remains unpaid for more than 30 days after receipt of the invoice. Your execution of this Agreement indicates your understanding of an agreement with the foregoing. To keep our costs low and in fairness to us and our clients who remit promptly, we reserve the right to decline to continue to provide services to clients who do not pay within the guideline without making mutually acceptable arrangements for delayed payments, and you agree that we may, at our election, withdraw from any such representation.

#### Scope of Representation

You are the Firm's sole client with respect to this engagement. Individuals or entities that are related to you, such as your family members or businesses in which you have an interest, are not clients of Buchanan Ingersoll & Rooney, unless we otherwise agree in writing.

I will keep you informed about the status of this matter. I may express my views about the prospects of this/these matters; however, these views are not a prediction or guarantee of the outcome and do not constitute a promise or assurance of success.

#### Advance Waiver of Conflicts of Interest

Recognizing and addressing conflicts of interest is a continuing issue for attorneys and clients. We have implemented policies and procedures to identify actual and potential conflicts at the outset of each engagement. From time to time we may be asked to represent someone whose interests may differ from or even be adverse to your individual interests. We are accepting this engagement with your understanding and express consent that our representation of you in this matter will not preclude us from accepting an engagement from a new or existing client that is adverse to you ("Adverse Representation") except under the circumstances identified below. By granting this waiver, you are relinquishing your right to receive detailed information about a proposed Adverse Representation and to decide on a case by case basis whether or not to give your consent. An Adverse Representation could involve, for example, the Firm representing another client in the following: (1) litigation adverse to you; (2) a review, opinion, or challenge involving intellectual property held by you; or (3) a business, commercial or real estate transaction between you and the other client. However, the Firm will not accept an Adverse Representation that is substantially related to the particular matters in which we represent you. Also, we will not accept an Adverse Representation if in the course of

June 19, 2014

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representing you we obtained confidential information that is material to the Adverse Representation.

Document Procedures

The Firm's policy is to deliver to the client, upon request, all documents and property the client has provided the Firm and documents and materials prepared as part of the representation. We may exclude from this our internal memoranda and records, attorney notes, drafts not intended for external distribution, and similar lawyer working materials. We may also elect to retain a copy of other portions of the file at our expense. The Firm will retain in accordance with our records retention program any files relating to your matters that you do not ask to have returned. However, to avoid indefinite storage, we reserve the right to dispose of any documents or other materials retained by us within a reasonable time after the completion of our engagement. If the client is in breach of the client's representation agreement with the Firm, the Firm may choose to withhold certain portions of the client files consistent with our obligations under the Rules of Professional Conduct.


Effective Date

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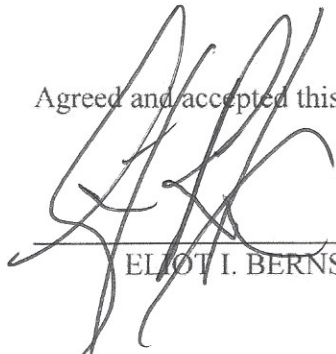
Buchanan Ingersoll & Rooney and I greatly appreciate your confidence and are looking forward to having you among our clients. Please acknowledge your understanding and agreement regarding the terms of our engagement as described in this letter by signing one of the enclosed copies of this letter in the space provided below and returning it to me.

Sincerely,

BUCHANAN INGERSOLL & ROONEY PC

By:   
Michael J. Hanlon

Agreed and accepted this 19 day of June, 2014

  
ELIOT I. BERNSTEIN

4005342

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