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CONFIDENTIAL

March 21, 2014

VIA EMAIL AND U.S. MAIL

Mr. Johan Jongsma
851 Brightwaters Blvd NE
St. Petersburg, FL 33704

Re: Legal Representation

Dear Johan,

We look forward to the opportunity to perform legal services for you.

It is our practice to confirm in writing the terms of our engagement on behalf of each client and to explain the billing and payment arrangement with respect to our services. These terms are discussed in this letter and in the enclosed Statement of Client Policies ("Statement"). The Statement is a part of this engagement letter and provides additional terms of our engagement. Please note that the Statement includes our agreement to arbitrate rather than litigate any claims or disputes relating to attorneys' fees. I have also attached a current rate sheet for attorneys in our corporate group for your information.

Before performing services, we request a retainer of \$5,000 that we will apply to our initial invoices for legal services.

If our engagement changes or we undertake new matters for you at your request, the terms set out in this letter and the Statement will continue to apply.

After you have reviewed this letter and the Statement, please sign the enclosed copy of this letter to indicate your agreement to the terms of our engagement.

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If you have any questions about our representation at any time during the course of our relationship, please do not hesitate to call me.

Very truly yours,

MORRIS, MANNING & MARTIN, LLP

By: _____
John C. Yates

By:  _____
Johan Longsma

Date: 3/31/2014, 2014

STATEMENT OF CLIENT POLICIES

This Statement of Client Policies accompanies the engagement letter and sets forth other terms of our engagement.

OUR FIRM'S FUNCTIONS. We will perform legal services relating to the matters requested by you as modified from time to time by you or your authorized representative. We will assign personnel, including lawyers and legal assistants, as we determine to be necessary to perform our services for you. This Statement of Client Policies and our engagement letter will govern all services provided by us for you or your affiliates. Please note that when we are engaged to represent a corporation or other entity, we are undertaking solely to represent such entity and we are not undertaking to represent any officer, director, manager, partner, or other affiliated person individually. From time to time in the course of our engagement we may be asked by the corporation or entity to review certain issues that may affect its officers, directors, managers, partners, or other affiliated persons and to give advice with respect to such matters. Although as a convenience to the corporation or entity we may review these issues and may be compensated by the corporation or entity for these services, this does not constitute our undertaking to represent any of these persons individually. You agree in such events to notify the affected persons that they should consider engaging separate counsel with respect to such matters. Also, please be advised that our firm does not provide accounting or financial advisory services, and we specifically disclaim any obligation to advise you of the accounting treatment or financial results related to our representation. We recommend that you obtain accounting and financial advice from licensed professionals in those fields.

OUR CLIENT'S FUNCTIONS. You agree to pay us on a timely basis for the performance of our legal services and to pay all expenses incurred in connection with those services. You agree that payment for our services and expenses is not contingent on the outcome of the case, the closing of the transaction, or the funding of the client. You also agree to provide all information that is reasonably available to you to aid us in representing you.

AUTHORIZATION AND DECISION-MAKING. You authorize us to take all actions that we deem advisable on your behalf in performing services for you. We agree to notify you of significant developments and to consult with you in advance regarding significant decisions relating to those developments.

FEES. Our fees for services rendered are based primarily on the hourly rates in effect for each lawyer and legal assistant, and these rates are subject to change from time to time. Timekeeping is approximate and is not precise. Upon request, we will furnish our current schedule of hourly billing rates. Our fees will begin to accrue when we first provide advice or other legal services, without regard to the date of, or your execution of, our engagement letter.



EXPENSES. In addition to fees for legal services rendered, you agree to pay for costs and expenses incurred in connection with our representation of you. Our firm's costs and expenses may reflect, in some cases, amounts in excess of our direct costs (e.g., a portion of administrative costs allocated to the charge). Such costs and expenses include, but are not limited to, photocopies, long-distance telephone calls and faxes, courier services, postage, court reporters, recording, filing and certification costs and fees, overtime clerical assistance, expert advice and expert witnesses, Lexis, Westlaw, Information America or other computer database searches, patent, trademark, trade name and other searches, and docketing charges. You authorize us to retain and agree to pay the fees and expenses of those other persons or entities that we engage to perform necessary services, if any. You authorize us to direct these service providers to render statements for their services directly to you or to us. From time to time, we may retain the services of contract attorneys whose time will be billed to you at a higher rate than is paid the contract attorneys.

FEE DEPOSITS. Any "retainer" or fee deposit made to our firm, whether at the inception of the engagement or at any other time, (collectively, "Fee Deposit") (a) may be deposited, in our sole discretion, into any of our firm's accounts (e.g., general account, escrow account, operating account, etc.), at any time and from time to time, and (b) may be applied by us, in whole or in part, (i) to the final statement for fees and expenses, or (ii) in our sole discretion, to satisfy current invoices (immediately upon invoice issuance) or any past due invoices. If we request that you replenish or increase the Fee Deposit balance, you agree to do so immediately upon our request, and we reserve the right to suspend services until the Fee Deposit is so replenished or increased

INTELLECTUAL PROPERTY REPRESENTATION. This paragraph supplements the Statement of Client Policies for intellectual property engagements. Intellectual property legal matters before federal courts and administrative agencies such as the U.S. Patent and Trademark Office and the U.S. Copyright Office generally take many months, and sometimes several years, to conclude. To monitor matters over extended periods of time, the firm maintains a docketing system and charges a fee for docketing various substantive matters. In addition, the firm charges for legal services such as reviewing files and corresponding with clients for instructions and authorizations to proceed. For intellectual property matters, the firm requires a combined fee and expense deposit, to be maintained during the entire course of our representation, to advance expenses such as payment of government fees and foreign associate and annuity fees if necessary. If the firm advances funds on your behalf, the firm will render a statement for such funds in order to maintain the funds at the required level. If you do not maintain the funds at the required level, the firm reserves the right to stop work upon notice to that effect and to notify any foreign associates to stop work. The combined fee and expense deposit, at our discretion, may be applied to any past due monthly statement or to the final statement for fees and expenses. Any excess at the completion of our representation will be returned to you. Please note that if you ask the firm to stop work after the firm has engaged foreign associates on your behalf, the firm will communicate promptly to the foreign associates to terminate their services; however, you are responsible for any fees or expenses that may be incurred by the foreign associates until the work is stopped.

TYPE OF BILLING STATEMENT. Generally, unless otherwise agreed, we will send you a monthly statement of our fees and expenses; however, our failure to send you a monthly statement from time to time will not affect your obligation to pay our fees and expenses. At your option, such statement may be generalized or detailed. The generalized statement will indicate total fees for legal work performed and the total expenses incurred for the period covered. In the alternative, the statement will show the attorney or legal assistant who worked on the matter, the services performed, the estimated time incurred on the service rendered (to the nearest 10th of an hour), the total fee amount, and total expenses due.

PAYMENT. You agree to pay in full each statement for services rendered and expenses incurred no later than 30 calendar days following the date of any statement. You agree to the amount of the statement unless you object in writing within 30 days of its receipt. We reserve the right to add a charge of 1.5 percent (1.5%) per month for any statement that is not paid within 30 days. Such charge will begin to run on the 31st day following the date of the statement and continues to the date of the payment in full.

ESTIMATES. From time to time you may ask us for estimates of fees and expenses for the services that we will perform. We will provide such estimates, but we cannot guarantee that the actual fees and costs will not be higher than the estimated amounts because legal matters often involve unexpected issues and developments that take time and effort to resolve. We always strive to provide our services on a basis that is reasonable under the circumstances. At your request, we will discuss with you the progress of any matter and the costs incurred and anticipated to be incurred.

CONFLICTING ENGAGEMENT. In the course of representing multiple clients, we may withdraw from representing any of the multiple clients to the extent such withdrawal would be permitted or required under the Georgia Rules of Professional Conduct of the State Bar of Georgia or any other applicable ethics or court rules.

USE OF LOGOS/MARKS. You agree not to use the Morris, Manning & Martin, LLP logo or service mark or list Morris, Manning & Martin, LLP as your counsel in any marketing efforts, website, presentation materials, or otherwise, without our express written permission. If you are a privately held entity (that is, you are not publicly traded on an exchange), you agree that our firm may use your trademarks, service marks or logos in our marketing, promotional and advertising materials, provided that we follow any usage guidelines of your company.

CLIENT FILES. After our engagement has concluded and upon payment of any amounts you owe our firm, you may request the return of your files. We may make copies of the materials and you agree to pay the copying charges. If you do not request a return of your files, we will retain your files for four (4) years and we reserve the right after that time to dispose of your files.

TERMINATION OF REPRESENTATION. You may terminate our representation at any time; however, you agree in the event of such termination to pay us, within 30 days of our request, any amounts you owe our firm through the date of termination and in the course of effecting the transition of your representation to other counsel. You agree to give us timely written notification of such termination.

We may withdraw from representing you at any time subject to the reasons permitted or required under the Georgia Rules of Professional Conduct of the State Bar of Georgia or any other applicable ethical rules or court rules. We may also withdraw from the representation of you if our statements are not timely paid. We will notify you in writing of our withdrawal. In the event of such withdrawal, you agree to pay us within 30 days following such withdrawal for all legal services rendered and expenses incurred.

TRANSITION UPON TERMINATION. Upon termination of this representation for any reason, either by you or by us, we agree to cooperate with any successor counsel designated by you in order to accommodate a smooth transition of the representation. However, to the extent that any fees for legal services rendered or expenses incurred remain unpaid, we may assert our attorneys' lien to the extent provided by law.

DISPUTE RESOLUTION. We further agree that any claim, dispute, or controversy arising from our representation of you which relates to our right to attorneys' fees and/or related expenses, regardless of the amount, shall be submitted to the State Bar of Georgia Fee Arbitration Program ("Program") for resolution, and we both agree to be bound by the result.

MORRIS, MANNING & MARTIN, LLP
PRIVACY NOTICE
AND
NOTICE OF INFORMATION PRACTICES

Morris, Manning & Martin, LLP and its affiliates listed at the end of this Notice (collectively, the "Firm") respect you and your right to privacy. We want you to know about our Firm's policies and procedures for protecting the privacy of your nonpublic personal information that we receive, and your rights regarding such information.

This Notice explains our policies and practices as of July 1, 2001, regarding the nonpublic personal information about individuals who are clients of the Firm contained in our records in accordance with the Gramm-Leach-Bliley Act ("GLBA") and the Privacy of Consumer Financial Information Regulation promulgated by the Federal Trade Commission pursuant to GLBA. Furthermore, as you may know, the Firm and its lawyers are required under state bar ethics rules to maintain the confidentiality of our clients' confidences. We reserve the right to amend, modify or supplement our privacy policy at any time in accordance with applicable law. If we make changes to our privacy policy we will provide you with a copy of a revised Notice as required by applicable law. This Notice applies to individuals who are current and former clients of the Firm to whom we provide or have provided personal tax advice, personal tax return preparation services, or real estate settlement services.

This Notice and Privacy Policy described herein do not apply to your relationships with other financial services providers that are not affiliated with the Firm, such as your accountant, financial advisors or other lawyers or law firms that may represent you. Their privacy policies and information practices govern how they collect, use and disclose information about you.

1. What Kind of Information We Collect About You

We collect nonpublic personal information about you from the following sources:

- Information provided by you directly to us, such as your address, social security number, income, expenses, assets and liabilities; and
- Information that we receive from nonaffiliated third parties, such as your accountant, financial advisors, and lender.

2. What We Do With Information We Collect About You

We may disclose information about you to our affiliates and use that information for purposes related to our providing services to you. Generally, we will not disclose the nonpublic information about you in our records to any organization not affiliated with the Firm without your prior authorization. However, as required or permitted by law, we may disclose your information in our records to certain nonaffiliated third parties. For example, the Internal Revenue Code, as well as certain rules and regulations promulgated thereunder, require us to disclose to the Internal Revenue Service, payments that are made to you in certain types of real estate transactions in which we perform services and, subject to our ethical obligations to

preserve our client's confidences under state bar rules and to rules applicable to the discovery of attorney-client privileged communications and attorney work product, we may be required to disclose certain information about you in response to a subpoena or other discovery request made in a litigation matter.

3. Who Has Access To Your Information In Our Records

We maintain appropriate physical, electronic and procedural safeguards to protect against unauthorized access to your nonpublic personal information contained in our records. Access to such information is restricted to individuals who need to know the information to service your account or to provide products and services to you. We will educate our employees about the terms of this Notice and the importance of confidentiality and consumer privacy. Employees who gain unauthorized access to your nonpublic personal information in our records or otherwise violate our privacy policy will be subject to our disciplinary process, which may include termination of employment.

The Firm's Privacy Notice and Notice of Information Practices is provided on behalf of the following companies:

Morris, Manning & Martin, LLP

Dogwood Title and Abstract Co.



CORPORATE ATTORNEY/PARALEGAL BILLING RATES
(as of February 01, 2014)

Corporate/Technology Partners	Rates	Corporate/Technology Associates	Rates	Corporate/Technology Paralegals/Patent Agents	Rates
Allen, Scott	480	Black, Marian L.(SA)	185	Biernath, Angela E.	230
Arne, Paul H.	540	Bondurant, Miles S.	260	Bishop, Jeffrey	125
Boggs, Anthony R.	510	Breloski, Jeffrey T.	365	Chen, Chi-Yuan	150
Bondurant, Ward S.	590	Caiafa, Meredith W.	365	Dady, Kathryn J.	265
Calhoun, David M.	565	Cestaro, Anthony J.	150	Edwards, Don	145
Cameron Jr., Donald B.	675	Cochran, Daniel E.(C)	300	Farr, Penny J.	235
Cordon, Jason K.	480	Coward, Elliott L.	150	Grooms, Claudette	235
D'Cruz, R. Jason	595	Cummings, Jason	370	Hunter, Donna	200
Emerson III, Edmund	465	Curtin, Patrick M.	150	Hwang, Clifford	135
Erhardt, Carl J.	520	Degenhart, M. Leanna	265	Jiang, Ming	210
Gardiner, Sandra C.	495	Du, Fei	350	Jordan, Marjorie	235
Harris, Brian M.	490	Fritsch, Sarah B.	355	Lu, Shanyun	150
Harris, John R.	540	Goldstucker, Rachel K.	315	Lu, (Tsai) Sylvia	90
Harrison, Bryan G.	610	Hershkovitz, Antal	150	McGarr, Paul J.	380
Hirsch, Edward D.	560	Hodgins, Mary	385	Shin, Michael	205
Lenox, Brad R.	495	Kelly, Ryan Q.	295	Wilcer, Kristen M.	135
Linsky, Heath D.	545	Kennedy, Joseph E.	330	Zhou, Peter P.	220
Madison, Michele	510	Lee, William B.	265		
Mendoza, Julie C.	675	Liu, Zhiping	370		
Mills, Brady	545	Luong, Brian T.	295		
Mohan, Daniel	545	Maxwell, Chris E.	385		
Planert, R. Will	545	McKenzie, Patrick G.	130	Of Counsel	
Pollock, Tim	590	Mills, Austin B.	315	Bailey, Peggy J.	300
Prevost, Lauren	610	Mitchell, Adriana	370	Dreyspool, Anthony A.	595
Raimund, Christopher	500	Moore, Hallee C.	150	Kapoor, Sameer K.	400
Rhim, Michael J.	475	Motter, Nicole J.	195	Schulte, Jeff	545
Ross, Rusty	510	Northup, III, John D.	305		
Thomas II, Gerald V.	510	Peurach, Matthew R.	315		
Weiner, Seth K.	490	Piasta-Edenfield Kristie	400		
Woodlcott, Alexander P	585	Ramji, Aleem	340		
Wright, Jason P.	480	Sineway, Daniel E.	385		
Wynn, Bruce H.	595	Steele, Stephanie	370		
Xia, Tim T.	570	Stewart, Bryan D.	295		
Yates, John C.	TBD	Tso, Han-Mei(SA)	195		
		Zhu, Ziwen	195		