## **CLAIM INVESTMENT AGREEMENT**

## \*\*\*DISCLOSURE STATEMENT\*\*\*

1. Principal Amount to be advanced by Buyer to Seller under this Agreement:

\$35,000.00

2. Minimum annual rate of return for the first year:

2.2 x Investment Amount

3. Total amount to be paid by Seller to Buyer (the "LawMax Ownership Stake"):

On or before September 09, 2007	\$63,000.00
After September 09, 2007 but on or before March 09, 2008	\$77,000.00
After March 09, 2008 but on or before September 09, 2008	\$91,000.00
After September 09, 2008 but on or before March 09, 2009	\$105,000.00
After March 09, 2009 but on or before September 09, 2009	\$122,500.00
After September 09, 2009 but on or before March 09, 2010	\$140,000.00
After March 09, 2010	\$157,500.00

\*\*\* CONSUMER'S RIGHT TO CANCELLATION: YOU MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR FURTHER OBLIGATION WITHIN FIVE BUSINESS DAYS FROM THE DATE YOU RECEIVE FUNDING FROM BUYER. In order for the cancellation to be effective, you must either: (i) return the full amount of disbursed funds to Buyer by delivering Buyer's uncashed check to Buyer's office in person, within 5 business days of the disbursement of funds, or (ii) mail a notice of cancellation and include in that mailing a return of the full amount of disbursed funds (in the form of Buyer's check, or a registered or certified check or money order), by insured, registered or certified United States mail, postmarked within five business days of receiving funds from Buyer, at the following address: 459 Columbus Ave., Suite 299, New York, NY 10024.\*\*\*

LIENT'S INITIALS

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- 2. Any controversy or claim arising out of or relating to this Attorney Acknowledgement, including without limitation the interpretation, validity, enforceability or breach thereof, shall be settled by final, binding arbitration administered by the American Arbitration Association (hereinafter referred to as "AAA") in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be a practicing attorney or a retired judge licensed to practice in the State of New York. The parties also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees. "Costs and fees" mean all pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. The award shall be in writing, shall be signed by the arbitrator, and shall include a statement regarding the reasons for the disposition of any claim.
- 13. To the best of the undersigned's information, knowledge and belief, Seller is of sound mind and memory at the time of reading and signing this Agreement, and is mentally and psychologically capable of fully understanding the nature, meaning and terms of this Agreement.
- 14. The undersigned shall not negotiate Buyer's lien with anyone other than Buyer. All reductions of Buyer's lien are void unless they are expressly authorized in writing by Buyer.
- 15. The undersigned hereby acknowledges that Seller unconditionally and irrevocably granted, assigned, transferred and conveyed the LawMax Ownership Stake set forth in Article 2 of the Agreement to Buyer. Said LawMax Ownership Stake is the exclusive property of Buyer, shall be held in trust by the undersigned for the benefit of Buyer, and shall not be subject to any liens, assignments, transfers, conveyances, deductions or setoffs of any kind whatsoever. The undersigned hereby further acknowledges that he has not been given any notice of liens, assignments, transfers or conveyances of any portion of the Proceeds of the Claim except as set forth herein.

Please list all known liens below. If none, so state. This section must be completed by the client's attorney only.

NAME
LiT Funding USA

Resolution Settlement Comp.

AMOUNT DATE AT 2/07

JO000 TATE

150,000 TATE

25,000 TATE

100,000 TATE

100

Law Office of John R. Rakowsky

John R. Rakowsky, Esq. Date: 3/15/07

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