

IN THE CIRCUIT COURT OF THE
SECOND JUDICIAL CIRCUIT IN AND FOR
LEON COUNTY, FLORIDA

IN RE ASSIGNMENT OF CERTAIN
LOTTERY PAYMENTS OF
CARL DORELIEEN

GENERAL JURISDICTION DIVISION

CASE NO: 04 CA 559

FILED
CIRCUIT CIVIL DIV.
04 MAR - 2 AM 10:48
BOB INZERE
CLERK CIRCUIT COURT
LEON COUNTY, FLORIDA

PETITION FOR APPROVAL OF ASSIGNMENT OF LOTTERY PRIZE

The Petitioner/Assignee, Lump Sum Capital, LLC ("Lump Sum" or "Assignee"), hereby files its Petition for approval of a voluntary assignment of lottery payments pursuant to *Fla. Stat.* §24.1153 (1999) and states:

1. This is a Petition for approval of the assignment of a portion of the lottery winnings, pursuant to *Fla. Stat.* §24.1153, of an individual which has been declared a winner of the Florida Lottery.
2. The Assignee, Lump Sum, is a limited liability company with its principal place of business at 7920 Norfolk Avenue, #300, Bethesda, MD 20814.
3. Carl Dorelien ("Dorelien" or "Assignor") is an individual over the age of eighteen and a resident of Port St. Lucie, Florida.
4. The Florida Department of the Lottery is an agency of the State of Florida.
5. Dorelien won the Florida Lottery on or about June 28, 1997, in the aggregate amount of \$3,180,000.00, payable in annual installments of \$159,000.00 on or about July 1, 1997 - May 15, 2016 (hereafter the "Lottery Prize").
6. By agreement dated November 25, 2003 (the "Assignment Agreement"), a copy of which is attached hereto as Exhibit "A", the Assignor agreed to convey to the Assignee or its assigns, for valuable consideration, all of the Assignor's right, title, and interest in a portion of the Lottery Prize, to wit: Assignor's interest in thirteen of the annual lottery payments due

and payable on or about May 15th of the years 2004-2016 (hereinafter collectively referred to as the "Assigned Payments").

7. Lump Sum has assigned its right, title and interest in the Assignment Agreement to London Life Reinsurance Company, c/o Orchard Capital Management, LLC, 8515 East Orchard Road, 3T2, Greenwood Village, CO 80111 TIN 23-2044256.

8. The Assignor has been represented in this transaction by independent counsel, being Christian Scholin, Esq., and has had the opportunity to, and has availed himself of the ability to obtain independent tax, legal, and financial advice with respect to this transaction.

9. In the Assignment Agreement, and in connection with the proposed transaction, the Assignor has represented and warranted that there are no lawsuits pending or threatened against him, there are no known claims against the lottery proceedings, and that he has paid all Federal, State and local taxes through and including the date of agreement or has made adequate provision for the payment of same.

10. The Assignor recognizes and understands that the purchase price the Assignor is to receive for the assignment and conveyance of the lottery winnings represents a discounted present value of the portion of the lottery prize payments that he has conveyed. The Assignor also recognizes and understands that he shall be responsible for payment of any taxes due on the purchase price.

11. The purchase price being paid by Lump Sum (or its assignees) to Assignor for the payments being assigned represents a present value of the payments being assigned, discounted at an annual rate that does not exceed Florida's usury limit for loans.

12. In consideration for the assignment of the above-described lottery payments and benefits, Lump Sum (or its assignees) shall pay to Assignor the lump sum of One Million

Three Hundred Thousand Dollars (\$1,300,000.00), hereafter referred to as the "Lump Sum Payment."

13. The Assignor is not under duress, undue influence, or compulsion in any manner or form with regard to this transaction; the Assignor enters into this transaction and consents to the requested Court approval on an entirely voluntary basis with full knowledge of the facts, details, and consequences thereof.

14. The Assignor has provided a sworn Affidavit attesting, inter alia, to the fact that he 1) is of sound mind, in control of his faculties, is not acting under duress; 2) has been advised regarding the assignment by his own independent counsel who is unrelated to and is not being compensated by Lump Sum or any of Lump Sum's affiliates or assignees; (3) has received independent financial or tax advice concerning the effects of the assignment from a lawyer or other professional who is unrelated to and is not being compensated by Lump Sum or any of its assignees or affiliates; (4) understands that he will not receive the portion of the lottery prize payments being assigned for the years assigned; (5) consents to and requests a Court order approving of the assignment and directing the State of Florida to comply therewith; (6) has been provided a one page written disclosure statement setting forth, in bold type of not less than 14 points, the payments being assigned, the amounts and payment dates, the purchase price, the rate of discount to present value, and any costs or fees that would be charged to him with regard to this matter (a copy of said document is attached hereto and incorporated herein as Exhibit "B"); and (7) was advised in writing that he had the right to cancel the Assignment Agreement, without any further obligation, within three business days following the date on which the Assignment Agreement was signed.

15. The Assignor has stated and warranted that the lottery proceeds being assigned do not include, cover, relate to, or comprise assets that are subject to any offset or claim on

account of any defaulted or delinquent child support obligations ordered by a Florida Court, or account of any debt owed to any Florida state agency.

16. The parties to the Assignment Agreement are aware that *Fla. Stat. §24.1153* permits assignment of lottery winnings subject to entry of an appropriate judicial order approving of same.

17. The parties to the Assignment Agreement are desirous of obtaining such an order as provided by law, and as reflected by this Petition and the Affidavits being filed simultaneous herewith.

18. This Petition is submitted to the Court with Notice to the State of Florida Department of the Lottery, and with notice to the Parties. Said parties shall receive copies of this Petition and its Exhibits by certified mail and/or delivery by service of process procedures.

19. Assignor joins in all respects with regard to this Petition.

WHEREFORE, Lump Sum Capital, LLC respectfully requests the entry of an Order approving of the pending assignment of lottery prize funds and installment payments, approving of the subject agreement and assignment of the lottery prize payments described herein from Dorelien to Lump Sum Capital, LLC and from Lump Sum Capital, LLC to London Life Reinsurance Company, and for any other relief deemed necessary and proper.

DATED: 3/1/04

Scott Behren, Esq.
Counsel for Lump Sum Capital, LLC
Waldman, Hildebrandt, Feluren & Trigoboff, P.A.
2200 North Commerce Parkway, Suite 202
Weston, FL 33326
Tel: (954) 467-8600/Fax: (954) 467-6222

By: 

Scott Behren, Esq.
Florida Bar No.: 987786

EXHIBIT "A"

LOTTERY PRIZE ASSIGNMENT AGREEMENT

THIS LOTTERY PRIZE ASSIGNMENT AGREEMENT (this "Agreement") is made and dated November 25, 2003 by and between Carl Dorelien (the "Lottery Winner"), whose address is 3127 SE Card Terrace, Port St. Lucie, FL 34984 and Lump Sum Capital, LLC, a Maryland limited liability company having its principal place of business at 7920 Norfolk Avenue, Suite 300, Bethesda, MD 20814 (hereinafter referred to as "Purchaser").

RECITALS:

On or about June 28, 1997, Lottery Winner was a winner of the Florida State Lottery Drawing entitling Lottery Winner to receive a total prize of approximately \$3,180,000.00. Lottery Winner's lottery prize is payable to Lottery Winner in annual installments of \$159,000.00, less required tax withholding ("Lottery Payments") beginning with a payment on or about July 1, 1997, and continuing on May 15th of each year thereafter through and including a final payment on or about May 15, 2016.

Lottery Winner has agreed to assign to Purchaser Lottery Winner's right to receive the Lottery Payments in exchange for the Lump Sum Payment described below.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties agree:

A. Recitals. The "Recitals" set forth above are hereby incorporated in this Agreement and made a part hereof.

B. Assignment. Subject to the terms and conditions herein provided, Purchaser agrees to pay to Lottery Winner the sum of \$1,300,000.00 (the "Lump Sum Payment"), and Lottery Winner agrees to assign to Purchaser, or its assignee, Lottery Winner's right to receive Thirteen (13) of the Lottery Payments in the amount of \$159,000.00 due and payable to Lottery Winner beginning with the payment on or about May 15, 2004 through to and including a final payment on or about May 15, 2016 (the "Assigned Payments"). In the event that the Florida State Lottery pays any portion of the Assigned Payments prior to the closing of this transaction, such amounts received shall be deducted from the Lump Sum Payment.

C. Court Approval of Assignment. The parties recognize that the Lottery Assignment Statute of the State of Florida requires that a judicial order be entered before the Florida State Lottery Commission may make payment of a lottery prize to any person or entity other than the actual prize winner. Upon Lottery Winner's execution of this Agreement, legal counsel for Purchaser and Lottery Winner shall cooperate in commencing a legal action with the appropriate court seeking the court approval required by the Florida State Lottery Law. Lottery Winner agrees to cooperate in taking all actions, to facilitate the consummation of the transaction contemplated under this Agreement, including appearing in the contemplated court action as party thereto. Lottery Winner also agrees to execute any additional documents reasonably required in connection with obtaining the court order approving the assignment of the Assigned Payments as contemplated by this Agreement (the "Court Order"). Both parties recognize that the Florida State Lottery Law requires court approval of this Agreement, and such approval is a condition precedent to the payment obligations of each party under this Agreement. Purchaser agrees to make payment for Purchaser's attorney's fees and costs Purchaser incurs in obtaining the Court Order referenced herein.

D. Right To Assign: Purchaser may elect to assign its right, title, and interest under this Agreement in the Assigned Payments to a third party Purchaser (an "Assignee") and may effect such assignment by requesting that the aforesaid Court Order name such Assignee as the recipient of the Assigned Payments.

E. Representations and Warranties of Lottery Winner. Lottery Winner represents and warrants as follows: (1) Lottery Winner's Social Security Number is 592-71-7534, and Lottery Winner's address for the twelve (12) months prior to the execution of this Agreement is set forth above; (2) Lottery Winner has full power and authority to enter into this Agreement and assign the Assigned Payments to Purchaser; (3) Lottery Winner has not previously assigned any share of the Assigned Payments, to any person, firm or corporation; (4) Lottery Winner is not subject to any outstanding judgment, levy, claim or offset; (5) Lottery Winner has paid all federal, state and local taxes due through and including the date hereof, or has made adequate provision for such payments; (6) Lottery Winner is not indebted to any present or former spouse for support, maintenance or similar obligation, nor indebted to any child of Lottery Winner, or the guardian of any such child, for any child support or similar payments; (7) Lottery Winner has no outstanding and unsatisfied judgments; (8) Lottery Winner has no outstanding federal, state or local tax liens; (9) Lottery Winner has not relied on any representations or statements made by Purchaser, Purchaser's agents or attorneys in connection with this transaction of the tax consequences hereof and has sought and received Lottery Winner's own independent tax and legal advice with respect to this transaction from Lottery Winner's own attorneys, and has had the opportunity to seek independent financial advice from Lottery Winner's own accountants and tax advisors; (10) Lottery Winner is competent to enter into this Agreement to assign the Assigned Payments to Purchaser; (11) Lottery Winner is not entering into this Agreement under the influence of drugs or alcohol; (12) Lottery Winner has reviewed and understands the terms and effects of this Agreement; (13) Purchaser has disclosed to Lottery Winner and Lottery Winner understands that Purchaser is a subsidiary of Seneca One Finance, Inc.; (14) Lottery Winner is entering into this Agreement to sell the Assigned Payments to Purchaser, and with respect to the sale of the Assigned Payments to Purchaser, Purchaser has satisfied all its obligations with respect to its Best Price Guarantee; and (15) Lottery Winner has entered into this Agreement under Lottery Winner's own free will without undue influence or duress. Lottery Winner hereby authorizes Purchaser or its agents or assigns to conduct such credit and other searches as may be necessary in order to confirm the foregoing with the understanding that all such reports and searches will be kept strictly confidential, but may be used by Purchaser and/or its assigns as necessary to complete the intent of this Agreement.

F. Intent of the Parties. The parties hereto intend that the sale and transfer herein contemplated constitute a sale of the Assigned Payments, conveying good title thereto free and clear of any liens and encumbrances, from the Lottery Winner to Purchaser and that such property not be part of the Lottery Winner's estate or property in the event of any insolvency by Lottery Winner. In the event that such conveyance is deemed to be, or is made as security for a loan, the parties intend that Lottery Winner shall be deemed to have granted and does hereby grant to Purchaser a valid security interest in all of Lottery Winner's right, title and interest in and to the Assigned Payments and that this Agreement shall constitute a security agreement under applicable law.

G. Indemnification. Lottery Winner hereby agrees to defend, indemnify and hold harmless Purchaser and its officers, directors, shareholders, employers, and its successors and assigns (for purposes of indemnification collectively referred to as the "Purchaser Parties") from any and all claims, demands, damages, losses, actions, liabilities, causes of action or judgments (including attorney's fees) which any one of the Purchaser Parties may be required to pay or which may be asserted against any one of the Purchaser Parties by reason of any claim to the Lottery Payments made by any person, entity, firm or corporation.

H. Default. Any default in the performance of this Agreement shall constitute a default of all documents or instruments executed to carry out the purposes of this Agreement.

I. Constructive Trust. In the event that Lottery Winner defaults on the performance of the assignment contemplated by this Agreement, then Lottery Winner hereby grants and consents to the imposition of a constructive trust upon the Assigned Payments in favor of Purchaser, it being the intent of the parties that Purchaser shall receive the full gross amount of the Assigned Payments.

J. Continuing Cooperation. Lottery Winner agrees to execute and deliver at any time any additional instruments and documents promptly and to do any acts or things as may be necessary or expedient to effectuate the terms and conditions of this Agreement, including retaining an attorney and filing any court documents necessary to obtain a Court Order approving the assignment contemplated by this Agreement. Lottery Winner also agrees to notify Purchaser in writing of any delay in performance or changes to the Assigned Payments, and to furnish to Purchaser all information received by Lottery Winner regarding the Assigned Payments. Without limiting any other provision herein, Lottery Winner shall not accept or entertain any offer from a third party to purchase any portion of Lottery Winner's lottery prize, if, in Purchaser's reasonable discretion, the acceptance or entertainment of such offer would likely interfere with or delay the assignment of the Assigned Payments contemplated by this Agreement.

K. Brokerage. Both parties represent and acknowledge that no broker, finder or other person was involved or instrumental in arranging the transaction set forth in this Agreement, and no other person is entitled to a fee, payment, commission or otherwise.

L. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

M. Assignment. The obligations and rights of Lottery Winner under this Agreement may not be assigned or otherwise transferred. The obligations and rights of Purchaser may be further assigned or otherwise transferred by Purchaser, provided that any transferee is bound by the terms and conditions hereof. Upon notification from Purchaser that Purchaser intends to assign or otherwise transfer its rights under this Agreement to a third party, Lottery Winner agrees to execute any and all documents necessary to consummate Purchaser's transfer of its rights under this Agreement including a contract rescinding or terminating this Agreement, an Agreement assigning the Assigned Payments to such proposed assignee, any documents required by the Florida State Lottery, and any documents required by the Internal Revenue Service or any other federal, state or municipal government agency.

N. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.

O. Section Headings. The section headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

P. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the matters and transactions contemplated hereby and supersedes any and all prior agreements and understandings with respect thereto. No representations have been made, or relied upon, by either party except those set forth in this Agreement, including, but not limited to, any representations regarding the tax consequences of this transaction.

Q. Severability. If any provision of this Agreement is found to be invalid or unenforceable, the validity or enforceability of any other provision of this Agreement shall not be affected thereby.

R. Amendment and Waiver. Except as otherwise provided in this Section, this Agreement may be amended or modified, and performance of any covenant or agreement herein contained may be waived or modified only by an instrument signed by the parties hereto. The waiver or modification by a party of performance or of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other performance or breach thereof.

S. Satisfaction of Judgments. In the event that any charges, encumbrances, judgments (including, without limitation, any pledges or assignments) liens or other claims should arise or be disclosed, then Lottery Winner shall satisfy these obligations at closing. Lottery Winner agrees that any disbursements required for these satisfactions shall be paid from the proceeds of the assignment contemplated by this Agreement prior to any disbursement to Lottery Winner. In the event Purchaser elects to disburse some or all of the Lump Sum Payment prior to obtaining all reports identifying charges, encumbrances, judgments, liens or other claims, Lottery Winner hereby agrees that Purchaser, or its assignees, may hold back from the disbursement two (2) times the total of such charges, encumbrances, judgments, liens or other claims as reasonably estimated by Purchaser. In such event, Lottery winner will execute any and all documentation reasonably requested by Purchaser to identify the amounts to be withheld and consent to such withholding.

In addition, Lottery Winner authorizes Purchaser, its subsidiaries and/or its assignee to make all filings and to take all other actions that Purchaser and/or its assignee, in its discretion, deems necessary or proper to complete the transactions contemplated hereby and to perfect the sale of the Assigned Payments and the right of first refusal granted herein, including, without limitation, filing a UCC-1 against the Lottery Payments.

T. Venue. Any action to enforce any right by either party under this Agreement shall be commenced in Florida.

U. Attorney's Fee. In the event an action is commenced in any forum to enforce the rights of a party to this Agreement, then the prevailing party in such action shall be entitled to all attorneys' fees and costs incurred.

V. Liquidated Damages. Lottery Winner and Purchaser agree that it would be difficult to determine with exactness the amount of damages to Purchaser should Lottery Winner fail to transfer the Assigned Payments to the Purchaser in accordance with the terms of this Agreement. As such, Lottery Winner and Purchaser agree that if Lottery Winner fails to transfer the Assigned Payments to the Purchaser in accordance with the terms of this Agreement or otherwise breaches this Agreement, Lottery Winner will pay to the Purchaser liquidated damages in the amount of \$150,000.00 (the "Liquidated Damages"). Despite the fact that damages to Purchaser are difficult to determine with exactness, the parties agree that the Liquidated Damages are a fair approximation of Purchaser's probable loss.

W. Right of First Refusal. Lottery Winner hereby grants Purchaser the option to purchase, or otherwise obtain, the right of Lottery Winner to receive any of Lottery Winner's Lottery Payments that have not previously been assigned, transferred or conveyed. If Lottery Winner receives an offer to purchase all or any portion of Lottery Winner's remaining Lottery Payments, and Lottery Winner desires to sell or borrow against any portion of the remaining Lottery Payments, Lottery Winner agrees to do the following:

- (1) Notify Purchaser in writing that Lottery Winner desires to sell and has received an offer to purchase all or any portion of Lottery Winner's remaining Lottery Payments;
- (2) Provide Purchaser with a written copy of the offer on the offeror's letterhead (regardless of the original form of the offer) containing the price and terms of the offer to purchase said Lottery Payments, and the identity of the offeror.
- (3) Offer Purchaser the right to elect in writing to purchase all or any portion of the Lottery Payments to which the third party offer is made, within thirty (30) days after the receipt of notice of such third party offer, at the price and terms specified in such third party offer.
- (4) In the event that Purchaser elects to match the third party offer, within five (5) days, Lottery Winner agrees to execute a contract and all other documents including court pleadings, necessary to consummate the transaction with Purchaser.
- (5) Lottery Winner acknowledges and agrees that this option shall survive the consummation of this Agreement and shall be effective whether or not the transaction contemplated by that Agreement is consummated.
- (6) Lottery Winner acknowledges and agrees that this right of first refusal shall be binding upon Lottery Winner, Lottery Winner's heirs, assigns, transferees, successors or estate. Lottery Winner grants to Purchaser a security interest in all of Lottery Winner's right, title and interest in and right to receive all of the remaining lottery payments to the extent of Purchaser's right of first refusal contained herein.
- (7) Lottery Winner hereby authorizes Purchaser, its subsidiaries and assignees, to perfect the security interest in the sale of the Assigned Payments and the right of first refusal, including, without limitation, by filing of UCC-1 financing statements.

X. Notice. Notice shall be deemed to have been duly given three (3) business days after having been mailed by certified or registered mail, return receipt requested, or upon delivery if delivered by a recognized overnight delivery service. All notices shall be mailed to the addresses set forth at the beginning of this Agreement. All notices mailed to Purchaser shall be sent to the attention of the Processing Group.

Y. Rescission Period. Lottery Winner has the right to cancel this Agreement without any cost until midnight three business days after the day on which this Agreement has been signed. Cancellation occurs when Lottery Winner gives notice in writing by regular first class mail, postage prepaid, to the Purchaser at the address listed at the beginning of this Agreement that Lottery Winner desires to cancel this Agreement. Notice is deemed given when deposited in mailbox. Notice must be postmarked within the three-business day rescission period.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LUMP SUM CAPITAL, LLC:

BY:  (SEAL)
Brian Javadpour, President

LOTTERY WINNER: CARL DORELIEN

BY: Karl-Steven Dorelien (SEAL)
Karl-Steven Dorelien, on behalf of Carl Dorelien,
via a legally endowed special power of attorney
for Carl Dorelien

EXHIBIT "B"

IN THE CIRCUIT COURT OF THE
2ND JUDICIAL CIRCUIT IN AND FOR
LEON COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.

IN RE ASSIGNMENT OF CERTAIN
LOTTERY PAYMENTS OF
CARL DORELIEN
_____ /

AFFIDAVIT OF CARL DORELIEN

BEFORE ME, the undersigned authority personally appeared Karl-Steven Dorelien, on behalf of Carl Dorelien, via a legally endowed special power of attorney for Carl Dorelien, who after being duly sworn, deposes and states:

1. This affidavit is based upon my personal knowledge. I am over the age of eighteen (18) years of age and I am a resident of Florida.
2. I submit this affidavit in support of the Petition of Lump Sum Capital, LLC ("Lump Sum Capital"), seeking an Order pursuant to Florida Statute Section 24.1153, permitting the assignment of certain lottery prize payments to which I am entitled.
3. I voluntarily entered into a Lottery Prize Assignment Agreement with Lump Sum Capital dated November 25, 2003 (the "Agreement"). Pursuant to the Agreement, I understand that Lump Sum Capital (or its assigns), will pay me the sum of One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00), in exchange for which I will assign to Lump Sum Capital the right, title, and interest in One Hundred Fifty-Nine Thousand and 00/100 Dollars (\$159,000.00) of my next thirteen (13) annual Lottery Prize Payments due to me from the Florida Lottery for the years 2004-2016.

4. The Agreement sets out the amount, timing and conditions of this assignment and I understand and voluntarily accept same.

5. I understand that the purchase price of \$1,300,000.00 represents a discounted present value of the lottery prize payments I am assigning to Lump Sum Capital (or its assigns).

6. I also recognize and understand that I will be responsible for payment of any taxes due on the \$1,300,000.00 purchase price.

7. I hereby verify and confirm that I am of sound mind, in full command of my faculties, and I am under no duress, undue influences or compulsion of any nature, manner or form. I enter into this transaction on an entirely voluntary basis and with full knowledge of the consequences thereof.

8. I do not seek this assignment for any purpose of evading creditors, judgments, or obligations for child support for which I am responsible.

9. There are no existing orders, judgments, or debts for the past due child support, (ordered by a Florida Court or otherwise), funds due any Florida state agencies, or any creditor which would obviate or impede the appropriate nature of the pending assignment.

10. I have been advised regarding the assignment by my own independent legal counsel, being Christian Scholin, Esq., and have had the opportunity to, and have availed myself of the ability to obtain independent tax, legal, and financial advice with respect to this transaction. I have been represented in this transaction by independent counsel, and have had the opportunity to, and have availed myself of the ability to obtain independence tax, legal and financial advice with respect to this transaction. My legal advisors and tax advisors are unrelated to and are not being compensated by Lump Sum Capital or any of its affiliates or assignees. At no time have I

received or relied upon any such advice from Lump Sum Capital or its affiliates or assignees relating to financial or tax advice concerning the effects of the assignment.

11. I understand and agree that I will not receive any portion of the lottery prize assigned and that with regard to the prize payments which I am assigning to Lump Sum Capital (or its assignees), the State of Florida will have no further liability to me and shall make the assigned payments to Lump Sum Capital, or its assignees, as set forth in the Agreement.

12. I was advised in writing, at the time I signed the Agreement, that I had the right to cancel the Agreement, without any further obligation, within three business days following the date on which the contract was signed.

13. I was provided with a one-page written disclosure statement setting forth, in bold type of not less than 14 points, the payments being assigned, by amounts and payment dates; the purchase price being paid; the rate of discount to present value, assuming daily compounding and funding on the Agreement date; and the amount, if any, of any origination or closing fees that I will be charged.

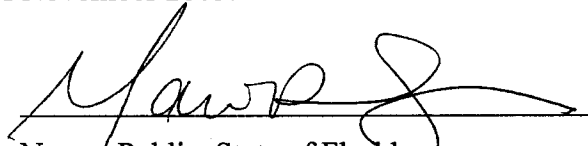
14. I have read the Petition for Approval of Assignment of Lottery payments pursuant to Florida Statutes 24.1153 of Lump Sum Capital, and all statements made in that Petition are true and correct. I hereby join in Lump Sum Capital's request that the Court allow this matter to proceed summarily, to approve of the pending assignment, and to issue an Order allowing me to convey the above described lottery prize payments to Lump Sum Capital or its assigns, with the State of Florida to comply with the subject assignment.

FURTHER AFFILIANTS SAYETH NAUGHT

Carl Dorelian

BY: Karl - Steven Dorelien
Karl-Steven Dorelien, on behalf of Carl
Dorelien, via a legally endowed special power
of attorney for Carl Dorelien

Before me, the undersigned authority personally appeared Karl-Steven Dorelien who is personally known to me or have produced FL. Dr. license as identification, on behalf of Carl Dorelien via a legally endowed special power of attorney for Carl Dorelien and who executed the foregoing in my presence and who took an oath. Sworn to and subscribed to before me this 25th day of November 2003.


Notary Public, State of Florida



Maria DeRango Lippiello
Commission #DD149673
Expires: Sep 12, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Maria D. Lippiello

Printed Name of Notary

My Commission expires: 9/12/06

DISCLOSURE STATEMENT

**Assignor: Carl Dorelien
3127 SE Card Terrace,
Port St. Lucie, FL 34984**

**Assignee: Lump Sum Capital, LLC
7920 Norfolk Avenue
Suite 300
Bethesda, MD 20814**

Lottery Name: Florida State Lottery

**Amounts of the annual payments to be assigned: \$159,000.00
Number of Annual Payments being assigned: Thirteen (13)**

The dates of the Annual Payments being assigned are:

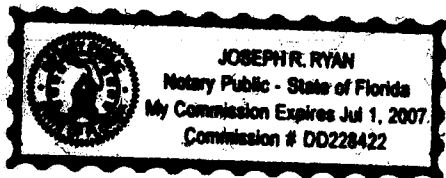
May 15, 2004	May 15, 2008	May 15, 2012	May 15, 2016
May 15, 2005	May 15, 2009	May 15, 2013	
May 15, 2006	May 15, 2010	May 15, 2014	
May 15, 2007	May 15, 2011	May 15, 2015	

The purchase price paid for the assigned payments is \$1,300,000.00.

Discount Rate: 7.589%, compounded daily, based on the contract date of the Lottery Prize Assignment Agreement.

The amount of any Legal, Accounting, Origination, Processing or other closing fees paid by Assignor: None

Notice: The Assignor should consult with and rely upon the advice of his own independent legal and/or financial advisors regarding the potential federal and state tax consequences of this transaction. I have received the above Disclosure Statement and terms provided herein prior to receiving and signing Lottery Prize Assignment Agreement. I know I have 3 business days from the date of the Agreement to cancel the Agreement.



Carl Dorelien

**BY: Karl-Steven Dorelien
Karl-Steven Dorelien on behalf of Carl Dorelien, via a legally endowed special power of attorney for Carl Dorelien 11/24/2003**

Sworn and subscribed to before me:

Joseph R Ryan

November 25, 2003

Re: Sale of Lottery Winnings to Lump Sum Capital, LLC ("Lump Sum Capital")

To Whom It May Concern:

I won the Florida Lottery on June 28, 1997. My social security number is 592-71-7534. Please be advised that I have entered into a Lottery Prize Assignment Agreement to sell certain of my lottery payments to Lump Sum Capital.

I hereby authorize you to release any and all information pertaining to my lottery winnings to any representative of Lump Sum Capital, or its assigns. Thank you in advance for your prompt and courteous attention to this request.

Sincerely,

Karl-Steven Dorelien

Carl Dorelien, by Karl-Steven Dorelien, on behalf of Carl Dorelien, via a legally endowed special power of attorney for Carl Dorelien.

Then personally appeared the above named Karl-Steven Dorelien, as power of attorney for Carl Dorelien, and acknowledged the foregoing instrument to be his free act and deed, before me.

Maria DeRango Lippiello
Notary Public

My Commission Expires: 9/12/06



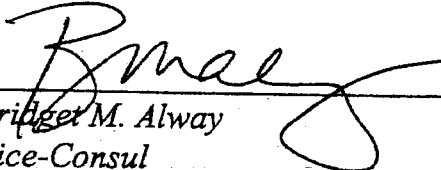
Maria DeRango Lippiello
Commission #DD149673
Expires: Sep 12, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

REPUBLIC OF HAITI)
CITY OF PORT AU PRINCE)
EMBASSY OF THE UNITED) SS:
STATES OF AMERICA)

I, Bridget M. Alway, Vice-Consul, of the United States of America at Port-au-Prince, Haiti, duly commissioned and qualified, do hereby certify the signature and official seal appearing on the attached document dated October 29th, 2003 as Jean A. Lamothe, Notary Public in Port-au-Prince, Haiti.

For the contents of the attached document, I assume no responsibility.

In witness whereof, I have hereunto set my hand and affixed the seal of the Embassy of the United States of America at Port-au-Prince, Haiti on this 29th day of October 2003.


Bridget M. Alway
Vice-Consul
Of the United States of America

(SEAL)

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that the undersigned, CARL DORELIEN, identified in the United States of America by the social security number 592-71-7534, and in Haiti by the national identification card number 003-160-994-0, hereby constitutes and appoints Karl-Steven Dorelien, social security number 589-77-1075 (his "Attorney-in-Fact"), of Port St. Lucie, Florida, as his true and lawful representative and attorney-in-fact, with full power and authority in his name, place and stead, and on his behalf, and with full power of substitution, to execute any documents and to take any other actions that he may determine to be necessary or appropriate in connection with the sale, for cash or credit, of all or any portion of that certain lottery prize awarded to the undersigned on or about June 28, 1997 by the State of Florida payable in Twenty (20) annual payments in the annual gross amount of approximately \$159,000.00 beginning in 1997 and continuing on or about June 15th of each year thereafter through and including June 15, 2016. This power of attorney is coupled with an interest and is irrevocable.

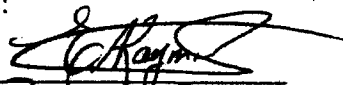
The undersigned waives any and all defenses which may be available to him to contest, negate or disaffirm the actions of the Attorney-in-Fact under this Special Power of Attorney and ratifies and confirms all acts which the Attorney-in-Fact may take as attorney-in-fact hereunder in all respects, as though performed by the undersigned.

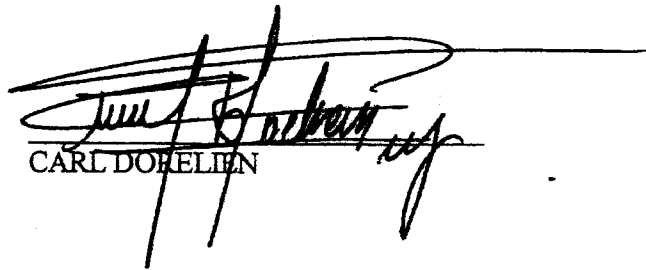
The rights, powers and authority granted in this instrument shall be in full force and effect as of October 15, 2003, and shall remain in effect until October 15, 2004 or its earlier revocation in writing.

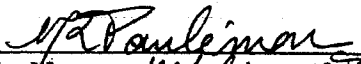
To induce any third party to act hereunder, the undersigned agrees that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination of this Special Power of Attorney shall be ineffective as to any third party unless and until actual notice or knowledge of such revocation shall have been received by that third party, and the undersigned for himself and for his assigns agrees to indemnify and hold harmless any third party having relied upon the provisions of this instrument.

Dated: October 15, 2003.

WITNESSES:


Print Name: Raymond Ernst Andre
Address: Rue 4 # 8


CARL DORELIEN


Print Name: Micheline R Paulin
Address: Rue 4 # 6

NOTARY ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 29th day of October 2003, by
CARL DORELIEN, who is personally known to me and who did take an oath.

Jeanne Lamotte (sign name)
Name: JEANNE LAMOTHE
NOTARY PUBLIC

NOTARY SEAL:



[add Embassy seal]

CERTIFICATE OF MARITAL STATUS

I, Carl Dorelien, hereby certify that I am: *(Please check all that apply)*

- 1. Married (If married, please have your spouse's signature notarized below)
- 2. Divorced (If divorced, please return a copy of your divorce decree).
- 3. Widowed (If widowed, please return a copy of your spouse's death certificate).
- 4. Never married

LOTTERY WINNER: CARL DORELIEN

BY: Karl-Steven Dorelien
Karl-Steven Dorelien, on behalf of Carl Dorelien, via a legally endowed special power of attorney for Carl Dorelien

IF YOU ARE MARRIED, please have your spouse complete the following information and have your spouse's signature notarized:

I, Marie Carline Dorelien, whose address is 3127 SE Card Terrace, Port St. Lucie, FL 34984, am the spouse of Carl Dorelien who has entered into the attached Lottery Prize Assignment Agreement (the "Agreement") dated November 25, 2003 with Lump Sum Capital, LLC.

My Social Security Number is 589-87-243 In the past six (6) months, I have resided at the following address: 3127 SE Card Terrace, Port St. Lucie, FL 34984.

I consent to my spouse entering into the Agreement and furthermore to the application to a Court of competent jurisdiction for an appropriate order assigning the lottery prize payments to Lump Sum Capital, LLC or its assigns, in accordance with the terms of the Agreement. I have fully read the Agreement and understand their terms, waive any objection to my spouse's sale of the Assigned Payments as described in the Agreement and consent to such sale

Witness my hand and signature this 25th day of November, 2003.

Marie Carline Dorelien

Then personally appeared the above named Marie Carline Dorelien and acknowledged the foregoing instrument to be her free act and deed, before me.

Maria DeRango
Notary Public
My Commission Expires: 9/12/06

