5. This Confession of Judgment is for a debt justly due to Plaintiff arising from Plaintiff's purchase of LONG LAKE DINER, LLC, receivables wherein LONG LAKE DINER, LLC, agreed to repay certain sums to Plaintiff in the event of default. Additionally, JAMES PIRAINO agreed to personally guarantee the debt in the event of default.

6. LONG LAKE DINER, LLC. and JAMES PIRAINO hereby confess judgment and authorize entry of Judgment in New York Supreme Court, Kings County, and in favor of Plaintiff in the sum of \$17,040.00 less any payments made hereunder, plus simple interest thereon the annual rate of nine (9%) per annum from the date of default until full repayment, plus all costs incurred in connection with the enforcement of the Agreement, including attorneys' fees, filing fees, statutory costs and disbursements.

JAMES PIRAINO individually and on behalf of LONG LAKE DINER, LLC.

STATE OF NEW YONZ
COUNTY OF HAMILTON

SS:

On the day June before me, the undersigned, personally appeared JAMES PIRAINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.

Kelly L. Brown Notary Public - State of NY Reg. No 01BR6123130 My Commission Exp. 2/28/

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS

			```	Index No.
MAX ADVANCE LLC			,	index ivo.
-against-	Plaintiff,		) ) ) ) .	AFFIDAVIT OF CONFESSION OF JUDGMENT
LONG LAKE DINER, LLC. AND JAMES PIRAINO		•	, )	et y
	Defendants.	**************************************	) )	
STATE OF NEW YORK		)		
COUNTY OF KINGS		)	ss:	

JAMES PIRAINO being duly sworn upon my oath, deposes and says:

- I am the above-captioned Defendant. I reside at 11 Jazmin Way, Long Lake, NY, 12847
   and I have personal knowledge of all facts set forth herein.
- 2. This Affidavit of Confession is for a debt justly due to Plaintiff arising from Plaintiff's purchase of the receivables of LONG LAKE DINER, LLC. Additionally, JAMES PIRAINO agreed to personally guarantee the debt in the event LONG LAKE DINER, LLC defaults.
- 3. LONG LAKE DINER, LLC. agreed to pay Plaintiff the principal sum \$17,040.00 [SEVENTEEN THOUSAND FORTY] Dollars pursuant to the Merchant Agreement as follows: 15% of daily deposits equal to \$171.00 per day of each future account and contract rights arising from or related to payment of gross amounts of monies by customers of the Seller (Merchant), insurance payers or other third party payers (the "Future Receivables") until the Purchaser has received the Purchased Amount.