

To: Zvi Raskin
Attorney-at-Law
Spring Valley, New York 10977

**Re: Seller's Representation Letter Regarding
Sale of Shares under Section 4(a)(1)**

Dear Sir:

In connection with my request to you to sell or transfer the shares of Company stock referenced above (the "Stock" or "Shares"), I hereby state the following and represent that it is true and accurate as of the date hereof:

Shareholder(s) Name(s): _____
Name of Issuer: Lighthouse Global Holdings, Inc.
Class of Stock: Common / Other type _____
Number of Shares to be sold: _____
Date: _____

1. Neither the Seller, nor any person or entity listed below, presently is, or in the prior three months has been an "Affiliate" of the Company as that term is used in paragraph (a) of Rule 144 (i.e. A person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with Company):
 - a. Any relative or spouse of mine who shares the same home with me;
 - b. Any trust or estate in which I or any person specified in (a) collectively own 10% or more of the beneficial interest in the Company, or of which I or any such person serves as Trustee, executor or in any similar capacity;
 - c. Any corporation or organization of which I or any person specified in paragraph "(a)" is (or are) the beneficial owners collectively of 10% or more of any class of equity securities or 10% or more of the equity interest in the Company.
2. Seller acquired the Stock for investment and not with a view to distribution of the Stock on behalf of the Company or otherwise. To the best of Seller's knowledge and belief, each person or entity who acquired the Stock prior to its acquisition by the Seller purchased the Stock for investment and not with a view to distribution of the Stock on behalf of the Company or otherwise.
3. Seller is not, has not been, and will not be acting in concert with any other person in

connection with either its acquisition of the Stock or its currently intended sale or transfer of the Stock, and with respect to the Stock, is not an “Underwriter” as that term is defined in Section 2(a)(11) of the Act.

4. At the time of its purchase of the Stock, the Seller was not, and the Seller currently is not, aware of any material, non-public information about the Company.
5. Seller has not purchased, offered or sold any of the Stock except in accordance with all applicable Federal and State securities laws, and if and when Seller offers for sale or sells any of the Stock in the future, Seller will do so in accordance with all applicable Federal and State securities laws. Seller’s purchase of the Stock, its currently intended sale, transfer, or series of transactions referred to herein are not part of a plan or scheme to evade the registration requirement of the Securities Act of 1933, as amended.
6. The Seller consents to having Zvi Raskin, Attorney-at-Law, communicate and confer with the Company, its attorney and its transfer agent in connection with the above order and hereby confirms that such parties may rely on these representations in permitting transfer of the Stock free of restrictive legend.
7. I acquired Shares either directly or indirectly from the Issuer, or from an Affiliate of the Issuer, in a transaction or chain of transactions not involving any public offering.
8. The aggregate period of time that the Shares have been held by the Seller is more than 2 years.
9. The Seller acquired the Shares from the issuer or from a previous owner with investment intent and not with a view of distribution of the Shares.
10. I do not know of any material adverse information about the Company or its prospects which has not been publicly disclosed, and, if, at any time before I sell the Shares, I acquire such information, I will refrain from making any sales of the Shares as long as I am in possession of nonpublic material adverse information.
11. I speak, read, write, understand, and have a general command of the English language or I have engaged someone who I trust to translate the items I am attesting to here.
12. I hereby acknowledge my understanding that Zvi Raskin, Attorney-at-Law, will rely upon the validity, completeness and accuracy of the representations, warranties, agreements and other information contained in this letter.
13. Seller is not a dealer, as that term is defined in Section 2(a)(12) under the Securities Act.

14. I am aware that if I become an Affiliate of the Company before I sell the Shares I will immediately contact Zvi Raskin, Attorney-at-Law.
15. I agree to indemnify and hold harmless Zvi Raskin, Attorney-at-Law, for any loss he may sustain arising out of breach of my representations, warranties, acknowledgements and agreements set forth in this letter or any violation of Securities Act, the Exchange Act, or any other applicable laws or regulations by me or by anyone acting on my behalf.

Very truly yours,

Signature(s): _____

(Note: All shareholders listed on the Stock certificate must sign)