



3 Mark Financial - Texas, Inc.
1600 Highway 6 Suite 400
Sugar Land, TX 77478
Toll Free: 866.588.2927
Telephone: 281.269.2300
Fax: 281.269.2347

The undersigned represents to 3 Mark Financial - Texas, Inc. that:

- A. The information contained herein is complete and accurate and may be relied upon by 3 Mark Financial - Texas, Inc., Life Settlement Providers and Financing Sources.
- B. The undersigned will immediately notify 3 Mark Financial - Texas, Inc. of any material change in any information contained herein, occurring prior to conclusion of the proposed sale, including but not limited to: cancellation and release of insurance policies, assignment of ownership of policies, change in beneficiary and irrevocable assignment of right to designate future beneficiaries of policies.

The proposed sale, cancellation and release of insurance policies, assignment of ownership of policies, or change in beneficiary and irrevocable assignment of right to designate future beneficiaries of policies will be solely for the benefit and account of the undersigned, and not for the account or benefit of any other person.

FRAUD WARNING

ANY PERSON WHO KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE OR LIFE SETTLEMENT CONTRACT IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO APPLICANTS

Neither 3 Mark Financial - Texas, Inc. nor its officers, directors, or principals provide legal, accounting, or financial advice to prospective applicants regarding the advisability or relative merits of selling or conveying their legal rights in existing life insurance policies in exchange for cash payments referred to as living benefits, life settlements, inter vivos settlements, or other similar terms.

An applicant must determine the relative benefit of any such living benefit settlement after review of the legal and financial implications of such a settlement with the applicant's own attorney, accountant, or other appropriate advisors, only then, should a decision be made to effect such a sale or settlement.

Applicant has a clear & complete understanding of the current or future benefits of the life insurance policy being offered for sale or settlement.

Applicant acknowledges that he/she has freely and voluntarily provided the information requested in this application.

PLEASE SEND WITH THE COMPLETE APPLICATION FORM, PHOTOCOPIES OF THE FOLLOWING:

- A. Life Insurance policy to be sold, including the application for insurance
- B. Your Driver's License
- C. Last premium statement from your Life Insurance company(if available)
- D. Social Security Card

Applicant's Full Name (Type or Print)

Applicant Signature

Date

Witness' Full Name (Type or Print)

Witness Signature

Date



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Life Insurance Information Release Form

Life insurance policy number _____ issued by _____
(Insurance Company), is owned by _____, and insured the life of
_____.

I authorize the release to 3 Mark Financial - Texas, Inc. (3 Mark) or its designee, any or all information concerning the above policy.

I authorize 3 Mark to share this information with life settlement providers, brokerage general agents, and other parties, as required. The purpose of this sharing of information is to obtain quotes for life settlements, and / or life and health insurance policies.

Policy Owner Signature

Date

Type or Print Name

Social Security Number



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DISCLOSURE

The owner of the life insurance policy subject to the life settlement should be aware of the following:

1. There are possible alternatives to life settlement contracts including any accelerated death benefits or policy loans offered under the owner's life insurance policy.
2. Some or all of the proceeds of the life settlement may be taxable under federal income tax, and assistance should be sought from a professional tax advisor.
3. Receipt of the settlement proceeds may adversely affect the owner's eligibility for Medicaid or other government benefits or entitlements, and advice should be obtained from the appropriate governmental agencies or advisors.
4. The settlement provider may assign or otherwise transfer its interests in the policy to a third party.
5. The owner has the right to rescind a settlement contract for fifteen calendar days after the date such contract is executed by all parties and the owner has received the disclosures specified herein. Such rescission exercised by the owner shall be effective only if both notice of rescission is given to the provider and the owner repays all proceeds and any premiums, loans, and loan interest paid by the provider within the rescission period. If the insured dies during the rescission period, the settlement contract shall be deemed to have been rescinded, subject to repayment of all settlement proceeds and any premiums, loans and loan interest to the settlement provider or settlement purchaser.
6. Proceeds of the life settlement may be subject to the claims of creditors.
7. Funds will be sent to the owner within two business days after the life settlement provider has received the insurer or group administrator's acknowledgment that ownership of the policy or interest in the certificate has been transferred and the beneficiary has been designated, in accordance with the terms of the settlement contract.
8. Entering into the life settlement contract may cause other rights or benefits, including conversion rights and waiver of premium benefits that may exist under the policy or certificate, to be forfeited by the owner and that assistance should be sought from a financial advisor.
9. The insured may be contacted by either the settlement provider or broker or its authorized representative for the purpose of determining the insured's health status or to verify the insured's address. This contact is limited to once every three months following the date the settlement proceeds are released to the owner if the insured has a life expectancy of more than one year, and no more than once per month following such date if the insured has a life expectancy of one year or less.

All medical, financial or personal information solicited or obtained by a settlement provider or life settlement broker about an insured, including the insured's identity or the identity of family members, a spouse or a significant other may be disclosed as necessary to effect the life settlement between the owner and the settlement provider. If you are asked to provide this information, you will be asked to consent to the disclosure. The information may be provided to someone who buys the policy or provides funds for the purchase. You may be asked to renew your permission to share information every two years.



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10. The commissioner shall require delivery of a buyer’s guide or similar consumer advisory package in the form prescribed by the commissioner to the owner during the solicitation process.
11. The settlement broker represents the owner exclusively, and not the insurer, the provider, or any other person, and owes a fiduciary duty to the owner, including a duty to act according to the owner’s instructions and in the best interest of the owner.
12. A change in ownership could limit the insured’s ability to purchase future insurance on the insured’s life because there is a limit to how much coverage insurers will issue on one life.
13. The provider shall provide the amount and method of calculating the compensation paid or to be paid to the broker or to any other person acting for the owner in connection with the transaction, wherein the term compensation includes anything of value paid or given.
14. The commissioner shall require providers and brokers to print separate, signed fraud warnings on their applications and on their life settlement contracts as follows: “Any person who knowingly presents false information in an application for insurance or life settlement contract is guilty of a crime and may be subject to fines and confinement in prison.”
15. The provider shall disclose to the owner the affiliation, if any, between the provider and the issuer of the insurance policy to be settled.
16. The owner shall be provided with the name, address, and telephone number of the provider.
17. The owner shall be provided with the name, business address and telephone number of any independent third-party escrow agent, and the fact that the owner may inspect or receive copies of any relevant escrow or trust agreements or documents.

I acknowledge that I have received a brochure developed and authorized by the commissioner describing the process of life settlements.

Signature of Insured	Date	Signature of Policy Owner (Owner)	Date
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Printed Name	Date	Printed Name	Date
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Signature of Witness	Date	Signature of Witness	Date
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Printed Name	Date	Printed Name	Date
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3 Mark Representative	Date	Printed Name	Date
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A broker shall provide the owner and the provider with at least the following disclosures not later than the date the life settlement contract is signed by all parties. The disclosures shall be conspicuously displayed in the life settlement contract or in a separate document signed by the owner and provide at least the following information:

1. The name, business address, and telephone number of the broker;
2. A full, complete, and accurate description of all the offers, counter-offers, acceptances, and rejections relating to the proposed life settlement contract;
3. A written disclosure of any affiliations or contractual arrangements between the broker and any person making an offer in connection with the proposed life settlement contract;
4. The name of each broker who receives compensation and the amount of compensation received by said broker, which compensation includes anything of value paid or given to the broker in connection with the life settlement contract;
5. A complete reconciliation of the gross offer or bid by the provider to the net amount of proceeds or value to be received by the owner. For the purpose of this section, "gross offer" or "bid" means the total amount or value offered by the provider for the purchase of one or more life insurance policies, inclusive of commissions and fees, and;
6. That the failure to provide the disclosures or rights described in this section shall be deemed unfair practice in violation of Section 38a-815.

Signature of Insured **Date**

Printed Name **Date**

Signature of Witness **Date**

Printed Name **Date**

3 Mark Representative **Date**

Signature of Policy Owner (Owner) **Date**

Printed Name **Date**

Signature of Witness **Date**

Printed Name **Date**

Printed Name **Date**