

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/Viatical 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.

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, viatical 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. Last premium statement from your Life Insurance company (if available)

Applicant's Full Name (Type or Print)

Applicant Signature

Date

Witness' Full Name (Type or Print)

Witness Signature

Date



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

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.

Policy Owner Signature

Date

Type or Print Name

Social Security Number



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DISCLOSURE

The owner of the life insurance policy to be viaticated, the viator, should be aware of the following:

1. That there are possible alternatives to or options that can be used in conjunction with settlement contracts, including, but not limited to, accelerated death benefits or policy loans offered by the issuer of the life insurance policy.
2. That some or all of the proceeds of the settlement contract may be free from federal income tax under the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191; and that restrictions, qualifications and other tax laws, particularly those of the state in which the viator resides, may apply and assistance should be sought from a professional tax advisor.
3. The viator should be aware that some or all of the proceeds of the settlement may be free from state income tax under section 6809 and that restrictions, qualifications and other tax laws, including those of the State in which the viator resides, may apply and assistance should be sought from a professional tax advisor.
4. That proceeds of the settlement could be subject to the claims of creditors.
5. That receipt of the proceeds of the settlement may adversely affect the recipient's eligibility for Medicaid or other means-based government programs, benefits or entitlements and that advice should be obtained from the appropriate agencies.
6. That the viator has the right to rescind a settlement contract before the earlier of 30 calendar days after the date upon which the settlement contract is executed by all parties or 15 calendar days after the date upon which payment is received by the viator as provided in section 6809. If exercised by the viator, rescission is effective only if both notice of the rescission is given and repayment of all proceeds and any premiums, loans and loan interest to the settlement provider is made within the rescission period. If the insured dies during the rescission period, the settlement contract is deemed to have been rescinded, subject to repayment of all proceeds and any premiums, loans and loan interest to the settlement provider.
7. That entering into a 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 viator and that assistance should be sought from a financial adviser.
8. That funds will be sent to the viator within 3 business days after the settlement provider has received the insurer's or group administrator's acknowledgment that ownership of the policy or interest in the certificate has been transferred and the beneficiary has been designated.

9. That all medical, financial or personal information solicited or obtained by a settlement provider or settlement producer 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 settlement contract between the viator 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 2 years.

I acknowledge that I have received a brochure approved by the superintendent describing the process of settlements.

Signature of Insured **Date**

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

Printed Name **Date**

Printed Name **Date**

Signature of Witness **Date**

Signature of Witness **Date**

Printed Name **Date**

Printed Name **Date**

3 Mark Representative **Date**

Printed Name **Date**