

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.

FRAUD WARNING

ANY PERSON WHO KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE OR AN APPLICATION FOR A LIFE SETTLEMENT/VIATICAL 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 it's 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, intervivos 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
- D. Social Security Card

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, 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 to be viaticated, the viator, should be aware of the following:

1. That there are possible alternatives to viatical settlement contracts for individuals with catastrophic, life-threatening or chronic illnesses or conditions, including any accelerated death benefits offered under the viator's life insurance policy.
2. That some or all of proceeds of the viatical settlement may be free from federal income tax and from State franchise and income taxes, and that assistance should be sought from a professional tax advisor.
3. That proceeds of the viatical settlement could be subject to the claims of creditors.
4. That receipt of the proceeds of a viatical settlement may adversely affect the viator's eligibility for Medicaid or other government benefits or entitlements, and that advice should be obtained from the appropriate government agencies.
5. That all viatical settlement contracts entered into in this State shall provide the viator with an unconditional right to rescind the contract for at least 15 calendar days from the receipt of the viatical settlement proceeds. If the insured dies during the rescission period, the viatical settlement contract shall be deemed to have been rescinded, subject to repayment to the viatical settlement provider of all viatical settlement proceeds.
6. Funds will be sent to the viator within two (2) business days after the viatical 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 pursuant to the viatical settlement contract.
7. Entering into a viatical 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 advisor.

8. That contacts with the insured for the purposes of determining the health status of the insured after the viatical settlement has occurred shall be made only by the viatical settlement provider or broker licensed in this State and shall be limited to once every three months for insureds with a life expectancy of more than one year, and to no more than one per month for insureds with a life expectancy of one year or less.

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**