

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 (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



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

As a viatical settlement broker firm, 3 Mark Financial - Texas, Inc. acknowledges that the owner of the life insurance policy to be viaticated, the viator, should be aware of the following:

1. That there may be alternatives to viatical settlements for persons with a catastrophic or life-threatening illness or condition, including but not limited to, accelerated benefits under the life insurance policy or certificate.
2. That the policyholder or certificate holder should obtain financial advice from a financial counselor, a tax adviser or an appropriate agency.
3. That some or all of the viatical settlement proceeds may be taxable and that he or she should seek advice from a personal tax adviser.
4. That the viatical settlement proceeds may be subject to the claims of creditors.
5. That receipt of a viatical settlement may adversely affect the recipient's eligibility for Medicaid or other government benefits and that he or she should seek advice from any appropriate agencies.
6. That every viatical settlement contract entered into in this state shall provide that the policyholder or certificate holder entering the contract has the unconditional right to rescind the contract within 30 days after the contract is entered into or 15 days after receiving the viatical settlement proceeds, whichever is sooner. If the policyholder or certificate holder wishes to rescind the contract after receipt of the viatical settlement proceeds, the policyholder or certificate holder must refund the proceeds.
7. That contacts by a viatical settlement provider or broker for the purpose of determining the health status of a person whose life is insured under a policy or certificate that was the subject of a viatical settlement contract shall be limited to once every 3 months if the person's life expectancy was more than one year at the time that the viatical settlement contract was entered into and once per month if the person's life expectancy was one year or less at the time that the viatical settlement contract was entered into.
8. The bank from which the viatical settlement proceeds will be available and that the trustee or escrow agent holding the proceeds is required to pay the proceeds to the policyholder or certificate holder immediately upon notification from the insurer that the policy or certificate has been transferred to the viatical settlement provider.

That except for double or additional indemnity provisions for accidental death, as a result of the viatical settlement contract no beneficiary named by the policyholder or certificate holder will receive any insurance proceeds under the policy or certificate.

9. The name of the new policyholder or certificate holder under the viatical settlement contract.

Signature of Insured **Date**

Printed Name **Date**

Signature of Witness **Date**

Printed Name **Date**

3 Mark Representative **Date**

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

Printed Name **Date**

Signature of Witness **Date**

Printed Name **Date**

Printed Name **Date**