



SETTLEMENT APPLICATION (PLEASE PRINT OR TYPE)

A. PERSONAL INFORMATION – Insured

Insured's Name _____ Date of Birth _____ Social Security Number _____ Sex (male/female) _____

2nd Insured's Name _____ Date of Birth _____ Social Security Number _____ Sex (male/female) _____

Address _____ Phone Number _____

City _____ State _____ Zip Code _____
Marital Status: Single/Never Married _____ Married _____ Widowed _____ Divorced _____
If Married Spouse's name _____

B. MEDICAL INFORMATION

Insured Medical History _____

2nd Insured Medical History _____

Primary Physician _____ Telephone Number _____

Specialist _____ Telephone Number _____

C. PERSONAL INFORMATION OWNER –If other than insured

Owner's Name _____ Date of Birth _____ Social Security/Tax ID Number _____

2nd Owner's Name _____ Date of Birth _____ Social Security/Tax ID Number _____

Address _____ Phone Number _____

City _____ State _____ Zip Code _____

Marital Status: __Single/Never Married __Married __ Divorced __ Separated __Widow/Widower
If Married Spouse's Name _____

Is the policy owner a defendant in any suits or legal actions? Yes _____ No _____

Has the policy owner ever declared bankruptcy? Yes _____ No _____

Drivers license # _____ State of Issue _____

LIS.NC 1 (a)

Complete if Policy owner is a Trust, Corporation, Partnership, LLC or Other Entity

Trust Situs/ State of Incorporation or Domicile

Name of signatory

Title (Trustee, Corporate Officer, Partner, etc.)

Name of signatory

Title (Trustee, Corporate Officer, Partner, etc.)

D. LIFE INSURANCE INFORMATION

Insurance Company

Policy Number

Face Amount

Date of Issue

Policy Type (WL, UL, SUL, Term, etc...) Current Premium

Initial Policy Owner (at time of Issuance)

Name of current policy owner (If different)

Has policy beneficiary changed since the policy was issued ? ___ Yes ___ No

If yes, why?

Name of initial Beneficiary(s)

Relationship(s) to insured

Name of current beneficiary(s) (If different)

Relationship(s) to insured

What was the insured's and policy owner's original purpose for buying the policy? _____

Before or at the time the policy was issued, did the insured, policy owner or any other party arrange to transfer, sell or assign, directly or indirectly the policy or any benefits to a third party ___ Yes ___ No

If yes, describe the arrangement in detail and provide copies of documents relating to the arrangement

Has the insured or policy owner ever assigned the policy or policy benefits to any person or entity?

___ Yes ___ No If yes, describe the details of such assignment.

Has the policy or any of the policy premiums been financed by a third party, either through a loan, equity contribution or otherwise? ___ Yes ___ No

LIS.NC 1 (b)

If yes, please describe the financing arrangement in detail and provide copies of any document related to that arrangement.

If yes, what is name of lender? _____ Principal loan amount _____

Loan Maturity balance (payoff amount) _____ Loan Maturity date _____

List all persons or entities (including any trust) who have, or have had, any direct or indirect ownership or other interest in the policy or its proceeds, including the nature of the interest and the relationship of such person entity to the insured. For any entity, please identify all persons that own (or have owned) and , if different, control or manage (or have controlled or managed) that entity. For any trust, include all

Name nature of the interest date and manner interest was obtained relationship to
insured

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insured

For additional policy and/or physician information, please provide a supplementary page.

For Agent Use: If available, please include the following: 1) Current in force Illustration to maturity.
2) Current APS (if not within the last 90 days, please provide physician information in Section B).

The undersigned represents to Life Insurance Settlements, Inc. that:

- A. The information contained herein is complete and accurate and may be relied upon by Life Insurance Settlements, Inc., Life Settlement/Viatical Settlement Providers and Financing Sources.
- B. The undersigned will immediately notify Life Insurance Settlements, 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.

LIS.NC 1 (c)



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 Life Insurance Settlements, Inc. (LIS) or its designee, any or all information concerning the above policy.

I authorize LIS 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/Tax ID Number

Policy Owner Signature
(If more than one owner)

Date

Type or Print Name

Social Security Number/Tax ID Number



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 contracts including any accelerated death benefits or policy loans offered under the viator's policy.
2. That some or all of the proceeds of the viatical settlement may be taxable under federal income tax and state franchise and income taxes, and assistance should be sought from a professional tax advisor.
3. That the 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 advice should be obtained from the appropriate government agencies.
5. The viatical settlement provider company, not the viator, may compensate LIS based on a formula that is a percentage of the face value of the life insurance policy. For example, compensation for a \$100,000 policy could be: $8\% \times \$100,000$ (face value) = \$8,000.00. Life Insurance Settlements, Inc. hereby certifies that the brokers named will not be employed by the Viatical Settlement Providers involved in the transaction.
6. That the viator has the right to rescind a contract for ten (10) business days after the receipt of the viatical settlement proceeds by the viator, as provided by North Carolina law. If the insured dies during the rescission period, the settlement contract shall be deemed to have been rescinded, subject to repayment of all viatical settlement proceeds and any premiums, loans, and loan interest to the provider or purchaser.
7. That funds will be sent to viator within three (3) business days after the 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.
8. That entering into a contract may cause other rights or benefits, including conversion rights and waiver of premium benefits that may exist under the policy, to be forfeited by the viator, and that assistance should be sought from a financial adviser.
9. That all medical, financial, or personal information solicited or obtained by a provider or 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 viatical settlement between the viator and the 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 every two years.

10. That the insured may be contacted by either the provider or broker or its authorized representative for the purpose of determining the insured's health status. This contact is limited to once every three (3) months if the insured has a life expectancy of more than one year, and no more than once per month if the insured has a life expectancy of one year or less.

I have received a brochure describing the process of viatical settlements prepared by the National Association of Insurance Commissioners and provided to me as part of the viatical settlement disclosure.

Signature of Insured **Date**

Signature of Policy Owner **Date**

Printed Name of Insured **Date**

Printed Name of Policy Owner **Date**

Signature of 2nd Insured **Date**

Signature of 2nd Policy Owner **Date**

Printed Name of 2nd Insured **Date**

Printed Name of 2nd Policy Owner **Date**

Signature of Witness **Date**

Signature of Witness **Date**

Printed Name of Witness **Date**

Printed Name of Witness **Date**

LIS Representative Name **Date**

Printed Name **Date**



A. BROKER AUTHORIZATION & SERVICES AGREEMENT

As one of the major firms in the settlement industry brokering life policies, Life Insurance Settlements, Inc. and its staff of experienced and trained professionals continually strive to set the standards nationwide in the areas of corporate responsibility, professionalism, adherence to compliance and regulatory issues, and the highest ethical treatment of clients and business associates. We represent the best interests of our clients and maximize the sales value of their policy(ies) in the secondary market. As your designated life settlement broker, Life Insurance Settlements, Inc. incurs the necessary, required and related costs to facilitate your life settlement transaction while providing the following services including but no limited to:

- Evaluation Form assessment.
- Medical underwriting and insurance verifications.
- Obtaining and forwarding independent third party life expectancy reports.
- Submission to multiple authorized and /or registered life settlement providers.
- Best execution negotiation to maximize fair market value of life settlement.
- Closing services including contract review and assistance with contingency requirements of life settlement providers.

In consideration of the services provided and related costs incurred as described above, I/We authorize Life Insurance Settlements, Inc. to act as my/our broker and to evaluate, underwrite, solicit, generate and secure offers beginning on the date of execution of the Agreement and continuing for 365 days, or one calendar year, whatever is longer after the final offer is obtained/acquired regarding and/or related to the purchase of the following life insurance policy (ies) for the insured(s) _____:

Life insurance policy number _____ issued by _____
 Life insurance policy number _____ issued by _____
 Life insurance policy number _____ issued by _____

By signing this authorization and agreement, I/we am/are aware:

1. Committing for the period of time described above to Life Insurance Settlements, Inc. and to no other individual or entity, including but not limited to any broker, producer and financial advisor, to evaluate, underwrite, solicit, generate and secure conditional and appropriate offers, as determined by Life Insurance Settlements, Inc. pursuant to its typical business model, methods and practices, for the sale of my/our life insurance policy(ies) as state above.
2. Recognizing the proprietary nature of such appropriate, conditional offers as evaluated, underwritten, solicited, generated and secured by Life Insurance Settlements, Inc. for the period of time as described above and pursuant to this Broker Authorization & services Agreement.

In all respects in connection with the transaction, the Broker, Life Insurance Settlements, Inc. will act exclusively on behalf of the Seller and the Insured, and owes duties to the Seller and the Insured, and has not acted on behalf of, and owes no duties to, the Purchaser or its successors or permitted assigns. The Broker, Life Insurance Settlements, Inc. will use its best efforts, on behalf of the Seller, to obtain the most favorable terms and conditions for the Seller in respect of the sale of the Policy, including, without limitation, the best price for the Policy. Life Insurance Settlements, Inc. issues no guarantee that the life insurance policy will be sold, and is under no obligation to purchase the policy or to ultimately find a life settlement provider for the policy(ies) and is not responsible for any breach committed by a life settlement provider, if such life settlement provider is identified.

 Signature of Insured Date Printed Name

 Signature of Policy Owner Date Printed Name
 (If other than insured)

 Signature of Insured Date Printed Name
 (If more than one)

 Signature of Policy Owner Date Printed Name
 (If more than one)

 Signature of Authorized Officer of Life Insurance Settlements, Inc. Date