



Settlement Funding LLC

Dear Customer:

I've enclosed an **application for you to complete and sign**. I'll need to get a **copy of your policy** and an in force illustration of cost thru age 100 with \$1 left in cash value (assume 4% market return over time). I'll request the illustration from your insurance company and medical records for the insured as soon as this application is returned. Please return this information by email: Ray@AtAge60.com, fax (703) 319-0922 or mail to address below.

Sincerely,

Ray A. Towles
Life Settlement Agent



Settlement Funding LLC

APPLICATION FOR LIFE INSURANCE SETTLEMENT

POLICY OWNER

NAME OF POLICY OWNER(S)

NAME OF SIGNING OFFICER (IF CORPORATE OWNED) OFFICER TITLE

NAME OF TRUSTEE(S) (IF TRUST OWNED) DATE OF TRUST TIN OR SSN

ADDRESS EMAIL TELEPHONE NUMBER

CITY STATE ZIP

If individually owned, has policy owner ever been? (Check all that apply)

- Married
- Divorced
- Legally Separated
- Widowed
- Bankrupt

If more than one policy is being submitted, please attach an additional page including policy owner(s) and life insurance policy information as requested above.

LIFE INSURANCE POLICY INFORMATION

INSURANCE COMPANY POLICY NUMBER ISSUE DATE

FACE AMOUNT TOTAL POLICY LOAN CASH SURRENDER VALUE

ANNUAL PREMIUM PAYMENT NEXT PREMIUM DUE

LAST PREMIUM PAID DATE AMOUNT PAID CUSTOMER SERVICE PHONE NUMBER

PREMIUM MODE:

- Annual
- Semi-Annual
- Quarterly
- Monthly

TYPE OF POLICY:

- Term
- UL
- SUL
- WL
- SWL
- VUL
- SVUL
- Other
- Individual
- Group
- Converted Group

REASON FOR SALE

Settlement Funding LLC
 1714 Tyvale Court Vienna, VA 22182
 Telephone: (703) 928-6000 Fax: (703) 319-0922

PERSONAL INFORMATION - FIRST INSURED

INSURED NAME _____ DATE OF BIRTH _____ SOCIAL SECURITY NUMBER _____

CURRENT HOME ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE NUMBER _____ NAME OF SPOUSE _____

MARITAL STATUS:
__ Married __ Divorced __ Legally Separated __ Widowed

INSURED'S DRIVERS LICENSE NUMBER & STATE _____ GENDER: MALE/FEMALE _____ PLACE OF BIRTH _____

PERSONAL INFORMATION - SECOND INSURED

INSURED NAME _____ DATE OF BIRTH _____ SOCIAL SECURITY NUMBER _____

CURRENT HOME ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE NUMBER _____ NAME OF SPOUSE _____

MARITAL STATUS:
__ Married __ Divorced __ Legally Separated __ Widowed

INSURED'S DRIVERS LICENSE NUMBER & STATE _____ GENDER: MALE/FEMALE _____ PLACE OF BIRTH _____

BENEFICIARY INFORMATION - ATTACH ADDITIONAL PAGE IF NECESSARY

NAME _____ DATE OF BIRTH _____ SOCIAL SECURITY NUMBER OR TIN _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

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MEDICAL INFORMATION - FIRST INSURED

Please provide a brief description of your medical condition and the reason you are considering a Life Settlement:

MEDICAL INFORMATION - SECOND INSURED

Please provide a brief description of your medical condition and the reason you are considering a Life Settlement:

First Insured

NAME OF PRIMARY PHYSICIAN TELEPHONE WITH AREA CODE

ADDRESS

CITY STATE ZIP

NAME OF SPECIALIST PHYSICIAN SPECIALTY TELEPHONE WITH AREA CODE

ADDRESS

CITY STATE ZIP

Second Insured

NAME OF PRIMARY PHYSICIAN TELEPHONE WITH AREA CODE

ADDRESS

CITY STATE ZIP

NAME OF SPECIALIST PHYSICIAN SPECIALTY TELEPHONE WITH AREA CODE

ADDRESS

CITY STATE ZIP

If there are any other physicians who have treated you in the last five years, please attach an additional page including full name of physician(s), specialty, address and telephone number with area code.

ADDITIONAL PHYSICIAN PAGE

NAME OF SPECIALIST PHYSICIAN SPECIALTY TELEPHONE WITH AREA CODE

ADDRESS

CITY STATE ZIP

NAME OF SPECIALIST PHYSICIAN SPECIALTY TELEPHONE WITH AREA CODE

ADDRESS

CITY STATE ZIP

NAME OF SPECIALIST PHYSICIAN SPECIALTY TELEPHONE WITH AREA CODE

ADDRESS

CITY STATE ZIP

NAME OF SPECIALIST PHYSICIAN SPECIALTY TELEPHONE WITH AREA CODE

ADDRESS

CITY STATE ZIP

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PERSONAL ACKNOWLEDGEMENT

I represent and warrant the information contained in this application is correct and accurate and you may rely thereon and that I will immediately notify Settlement Funding LLC of any changes in the information. I further give my consent to Settlement Funding LLC and its agents to release this application and all information gathered while processing it as necessary for the sole purpose of soliciting the sale of my life insurance policy. I acknowledge that I am submitting this application to Settlement Funding LLC to broker the sale of my life insurance policy and that Settlement Funding LLC, is under no obligation to purchase my policy. I acknowledge I may be contacted by Settlement Funding LLC regarding information contained in this application.

I understand that some or all of the proceeds from a Life Insurance Settlement may be taxable and that I am encouraged to consult with an attorney or tax advisor concerning this transaction. I also acknowledge that neither Settlement Funding LLC, nor any of its representatives have made any representations or provided any advice concerning the possible tax consequences or treatment of the proceeds of this transaction.

I acknowledge that 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.

PRINT NAME OF POLICY OWNER(S)

SIGNATURE OF OWNER(S)

DATE

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**AUTHORIZATION FOR DISCLOSURE OF POLICY INFORMATION AND
PROTECTED HEALTH INFORMATION (HIPAA COMPLIANT)**

Patient's (Insured) Name: _____

Date of Birth: _____ Social Security Number _____

I, the undersigned, hereby authorize the disclosure of my protected health information as follows:

1. **Classes of Persons Authorized to Disclose My Protected Health Information:** I authorize any physician, medical practitioner, physician practice group, hospital or medical related facility, health care provider or other institution or person(s) having any medical records, charts, X-rays, laboratory work or similar information regarding my health ("Authorized Disclosure"), to release and disclose such information ("Protected Health Information") as provided in this authorization. I authorize each Authorized Disclosure to rely upon a photographic or facsimile copy or other reproduction of this document.
2. **Persons Authorized to Receive My Protected Health Information** I authorize my Protected Health Information to be released and disclosed by each Authorized Discloser under this authorization **Settlement Funding LLC** any of its principals, employees, agents or other authorized representatives and/or their successors, assigns, designees and affiliated entities (collectively, the "Authorized Recipient").
3. **Description of Protected Health Information Authorized for Disclosure and the Purpose for such Disclosure:** authorization shall apply to any and all of my health and medical records and information, whether or not personally identifiable or protected under any federal or state confidentiality or privacy laws or regulations, including, but not limited to, the following:
 - Physician's/nurse's notes;
 - Examination summaries;
 - Reports and Orders;
 - Medication and Prescription Drug records;
 - Radiology, pathology and other laboratory or test reports; and
 - Other information/documentation included in a medical file.

This information and all disclosures of my Protected Health Information made pursuant to this authorization are for the purposes of allowing the Authorized Recipient (1) to evaluate or cause an evaluation to be prepared of my life expectancy based upon my health and medical status and condition in connection with the possible sale of any and all life insurance policies under which my life is insured and (2) to verify, track and monitor my health and medical status and condition in connection with any and all life insurance policies under which any life is insured that are sold.

4. **Expiration of Authorization:** This Authorization shall remain valid until and shall expire on, the date of my death.
5. **Right to Revoke Authorization:** I acknowledge and understand that I may revoke this authorization any time with respect to any Authorized Disclosure by notifying such Authorized Discloser or my revocation of this authorization in writing and delivering my revocation by mail or personal delivery at such address designated by such Authorized Discloser, provided that any revocation of this authorization shall not apply to the extent that the Authorized Discloser has taken action in reliance upon this authorization prior to receiving notice of my revocation or if this authorization was obtained.

I acknowledge and understand that this authorization is not a consent or an authorization requested by a health care provider, health care clearinghouse or health plan covered by the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (the "HIPPA Privacy Regulations"). I further understand that, as a result of this authorization, my Protected Health Information disclosed by any Authorized Discloser to the Authorized Recipient may be redisclosed by the Authorized Recipient and that my Protected Health Information that is disclosed to the Authorized Recipient may no longer be protected by the HIPPA Privacy Regulations.

I certify that I am executing and delivering this authorization freely, voluntarily and unilaterally as of the date written below. I further certify that I understand this authorization written in plain language and that I have retained a copy of this signed authorization for future reference.

Signature of Patient (Insured)

Date

Printed Name of Patient (Insured)

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AUTHORIZATION FOR RELEASE OF INSURANCE POLICY INFORMATION

(Signed by the Policy Owner/Applicant)

I hereby authorize my insurance company to release directly to Settlement Funding LLC and/or its authorized representatives with any information and forms in connection with my policy (including, but not limited to, verification of coverage, any illustrations or any conversions, thereof). As per my specific instructions, as the Policy Owner, please fax the requested information to Settlement Funding LLC directly and forward a copy to me.

I agree that a photographic copy or facsimile of this Authorization shall be valid as the original.

I agree that this authorization shall remain valid for three years, absent any of provision of any applicable state statute or regulation to the contrary, in which event it shall remain valid for the maximum period permitted, there under.

PRINT NAME OF POLICY OWNER(S)

ADDRESS SOCIAL SECURITY NUMBER OR TAX ID NUMBER

CITY STATE ZIP

SIGNATURE OF POLICY OWNER DATE



Settlement Funding LLC

This application is for: a viatical settlement a life settlement

(Please check only one.)

Life Settlements enable people who no longer want or need their life insurance – and *who do not have a catastrophic or life-threatening illness or condition* – to receive an advance cash payment for their policy. Life expectancy is usually more than 24 months.

Viatical Settlements provide that same option to people who do have a catastrophic or life-threatening illness or condition. Life expectancy is usually less than 24 months.

DISCLOSURE NOTICE: A NOTICE TO APPLICANTS

We at Settlement Funding LLC, a life settlement company, do hereby advise you that:

1. There are possible alternatives to a life settlement contract including, but not limited to, accelerated death benefits, loans secured by the policy, and surrender of the policy for cash value offered by the issuer of the policy for which you may be eligible. The terms and conditions of such benefits may vary with each individual insurance carrier and/or policy. We recommend that you obtain information from your insurance company or your advisors regarding the options available to you.
2. Some or all of the proceeds of your settlement may be taxable under federal income tax and/or state franchise and income tax laws. Assistance should be sought from a professional tax advisor. We make no representation and give no advice concerning the possible tax consequences or treatment of the proceeds of this transaction.
3. Some or all of your life settlement proceeds may adversely affect your eligibility for social security income, public assistance and public medical services including Medicaid or other government benefits or entitlements. Advice on such effects should be obtained from the appropriate government agencies.
4. The proceeds of a life settlement could be subject to the claims of creditors, personal representatives, trustees in bankruptcy and receivers in state or federal court.
5. If your policy contains a provision for double or additional indemnity for accidental death, or contains riders or other provisions insuring the lives of a spouse, dependents, or others, there may be a loss of coverage. We urge you to contact the issuer of your life insurance policy for information on these provisions.
6. Entering into a life settlement will have an effect on payment of premiums and disposition of proceeds, cash values and dividends and may cause other rights or benefits, including conversion rights and waiver or premium benefits that may exist under the policy forfeited by you.
7. All medical, financial, or personal information solicited or obtained by Settlement Funding LLC about the insured, including the insured's identity or the identity of family members, a spouse or significant other may be disclosed as necessary to effect the life settlement between you and Settlement Funding LLC. If the insured is asked to provide this information, the insured will be asked to consent to the disclosure. The information may be presented to someone who buys the policy or provides funds for the purchase. The insured may be asked to renew his or her permission to share information every two years.

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8. One consequence of selling your insurance policy will be the loss of the death benefit payable to the current beneficiary(ies).
9. Settlement Funding LLC will be compensated. The settlement provider company, *not the insured*, will compensate Settlement Funding LLC 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: 6% x \$100,000 (face value) = \$6,000. Compensation can include, but is not limited to, bonuses, overrides or other funds in addition to agent commissions.
10. You have the right to rescind your settlement before the earlier of thirty (30) calendar days after the date upon which the settlement contract is executed by all parties or fifteen (15) calendar days after the receipt of the settlement proceeds. If exercised, 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 shall be deemed rescinded, subject to repayment of all settlement proceeds and any premiums, loans and loan interest to the settlement provider. Funds will be sent to you within three (3) business days after the settlement provider has received the insurer or group administrator's acknowledgement that ownership of the policy or interest in the certificate has been transferred and the beneficiary has been designated pursuant to the settlement contract.
11. The insured may be contacted by the settlement provider or its authorized representative for the purpose of determining the insured's health status. This contact shall be limited to once every three 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.

PRINT NAME OF POLICY OWNER(S)

ADDRESS SOCIAL SECURITY NUMBER OR TAX ID NUMBER

CITY STATE ZIP

SIGNATURE OF POLICY OWNER(S) DATE

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THE KENTUCKY VIATICAL SETTLEMENT DISCLOSURE FORM NOTICE REGARDING VIATICAL SETTLEMENT CONTRACTS

NOTE: SELLING YOUR LIFE INSURANCE POLICY could be a good decision or a bad one. To make sure you understand the facts you should:

- 1) Know that there are possible alternatives to viatical settlement contracts for persons with catastrophic or life-threatening illnesses, including, but not limited to, accelerated benefits offered by the issuer of the life insurance policy.
- 2) The viatical settlement could be subject to the claims of creditors.
- 3) All medical, financial or personal information solicited or obtained by a viatical settlement provider or viatical 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 viatical settlement between you and the viatical settlement provider. If 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 this permission to share information every two years.
- 4) Know that a viatical settlement provider shall not discriminate in making viatical settlements on the basis of race, age, sex, national origin, creed, religion, occupation, marital or family status.
- 5) Know that a viatical settlement provider shall not discriminate between a viator with a dependent and a viator with no dependent.
- 6) Some or all of the proceeds of the viatical settlement may be taxable, and that assistance should be sought from a personal tax advisor.
- 7) Receipt of a viatical settlement may adversely affect your eligibility for Medicaid or other government benefits or entitlements, and that advice should be obtained from the appropriate agency.
- 8) Viaticating a joint policy or policy with family riders or coverage of any life other than yours may cause a loss of coverage on the other lives and that you should consult with an insurance advisor.
- 9) 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 you. Assistance should be sought from a financial adviser.
- 10) Know that the dollar amount of the current death benefit payable to the viatical settlement provider under the policy or certificate shall be disclosed to you. Also, the availability of any additional guaranteed insurance benefits, the dollar amount of any accidental death and dismemberment benefits under the policy or certificate and the viatical settlement provider's interest in those benefits shall also be disclosed to you. Be sure that you are aware of these additional riders and that they may provide more value to your policy.

11) You are entitled to know the name, address, and telephone number of the independent third-party trustee.
You may inspect and receive copies of the relevant trust, or escrow agreements, or other documents.

- Yes, I am requesting this information.**
 No, I do not want this information at the present time, however, I may request at a later date.

12) You have the right to receive the amount and method of calculation of any fee, commission, or compensation to be paid the viatical settlement broker.

- Yes, I am requesting this information.**
 No, I do not want this information at the present time, however, I may request at a later date.

13) You have the right to know the affiliation, if any between the viatical settlement provider and the issuer of the insurance policy to be viaticated.

- Yes, I am requesting this information.**
 No, I do not want this information at the present time, however, I may request at a later date.

14) You should know that you have the right to rescind a viatical settlement contract within thirty (30) days of the date it is executed by all parties or within fifteen (15) days of the receipt of the viatical settlement proceeds by the viator, whichever is less, that the contract is rescinded if the insured dies within the rescission period.

15) The viatical settlement provider shall deposit the proceeds due you and any commissions due the viatical settlement broker with an independent third-party trustee within three (3) days of receipt of the contract signed by yourself. The independent third-party trustee shall mail proof of deposit within three (3) days of deposit, and that the funds will be available to you within two (2) business days of notification from the insurer of the effect of the transfer of ownership.

16) The provider is required to notify you within twenty (20) days of the change of ownership or beneficiary.

17) Know that within three (3) days of execution of the viatical settlement agreement, the viatical settlement provider shall mail to you copies of the following:

- a) The executed viatical settlement contract
- b) The application for the Viatical settlement contract
- c) The statement from the licensed attending physician that the viator is of sound mind and not under undue influence or constraint
- d) If the viator and insured are the same person, any medical report on the insured obtained by the provider

I hereby declare that I have read and understand the 17 disclosure statements listed above.

Printed Name of Viator

Signature of Viator

Date Signed

Printed Name of Viator

Signature of Viator

Date Signed

Caution: Please be sure that you have completed questions 11, 12 and 13.

Printed Name of Viatical Settlement Provider

Signature of Viatical Settlement Provider

Date Signed

Printed Name of Viatical Settlement Broker (if any)

Signature of Viatical Settlement Broker (if any)

Date Signed