

VIATICAL SETTLEMENT CONTRACT

This Viatical Settlement Contract is hereby entered into by and between «PolicyOwnerDetailList», as Seller; «CombinedInsuredNames», as the Insured; and Q Capital Strategies, LLC (“Q Capital”), a Delaware limited liability company, as of the __ day of _____, 200_.

1. Definitions. As used in this Contract:

- 1.1. “Acknowledgement” means the Acknowledgement signed by the Insured and attached to and made a part of this Contract.
- 1.2. “Application” means the Viatical Settlement Application that I signed and submitted to Q Capital. The Application is attached to and forms a part of this Contract.
- 1.3. “Business Day” means any day which is not a banking holiday as observed by the Federal Reserve Bank.
- 1.4. “Change of Ownership Forms” means any and all forms that are required to be completed: (1) to change the ownership of or to absolutely assign the Policy to Q Capital; and (2) to change the beneficiary under the Policy to Q Capital.
- 1.5. “Contract” means this Viatical Settlement Contract.
- 1.6. “Escrow Agent” means «EscrowCompanyName», «EscrowPhysicalAddress», «EscrowPhysicalCity», «EscrowPhysicalStateCode» «EscrowPhysicalZip», «EscrowMainLinePhoneNo».
- 1.7. “I,” “me,” “myself” and “my” mean the Seller.
- 1.8. “Policy” means the life insurance policy owned by the Seller, «PolicyNo», issued by «InsuranceCompanyName» (the “Insurer”). The Policy insures the «LivesTextDesc» of «CombinedInsuredNames» (the “Insured”).
- 1.9. “Policy Application” means all applications and other information provided to the Insurer by the Seller and/or the Insured in connection with the purchase, renewal or reinstatement of the Policy.
- 1.10. “Prime Rate” means the prime rate of interest as announced in The Wall Street Journal on the last day of the Rescission Period or, if not so announced on said day, then as so announced on the Business Day preceding such day.

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1.11. "Purchase Price" is the amount Q Capital is paying me to purchase the Policy and all rights and benefits thereunder. The Purchase Price is **\$«ClosingPurchasePriceAmt»**.

1.12. "Q Capital" means Q Capital Strategies, LLC, a Delaware limited liability company.

1.13. "Rescission Period" shall have the meaning set forth in Section 3 of this Contract.

1.14. "Seller" means the owner of the Policy being sold under this Contract, whether such owner is one or more individuals, or a trust, corporation, limited liability company, partnership or other entity, as follows: «PolicyOwnerDetailList».

2. Q Capital's Purchase of the Policy

2.1 I hereby sell and assign all of my rights, title and interest in the Policy to Q Capital in exchange for the Purchase Price. The sale and assignment of the Policy to Q Capital specifically includes all rights which may be exercised by the owner of the Policy including, but not limited to:

2.1.1. the right to designate and change the beneficiary of the Policy;

2.1.2. the right to receive all amounts payable to the named owner or the beneficiary of the Policy including, but not limited to, benefits, dividends, investment income, paid-up additions, distributions in the event of a demutualization of the Insurer, and distributions from any class action settlement entered against the Insurer in connection with the Policy;

2.1.3. the right to assign and to transfer ownership of the Policy;

2.1.4. the right to take loans against the Policy; and

2.1.5. any and all additional rights that may be exercised by the owner of the Policy.

2.2 I have completed and signed Change of Ownership Forms directing the Insurer to name Q Capital as the new owner and beneficiary of the Policy. If the Change of Ownership Forms are deficient in any way and, if as a result of that deficiency, the Insurer pays the Policy's death benefit to someone other than Q Capital, Q Capital shall have a first-priority lien against that death benefit effective as of the day on which the Rescission Period ends. Any other recipient of the death benefits payable under the Policy must immediately transfer those benefits to Q Capital.

2.3 In exchange for the sale and transfer of the ownership of the Policy and the change of the beneficiary designation under the Policy as contemplated by this Contract, and the fulfillment of my obligations to Q Capital under this Contract, subject to the terms and conditions of this Contract, the Purchase Price will be paid to me by the Escrow Agent.

- 2.4 I must send the signed Change of Ownership Forms to the Escrow Agent. I must also send the following documents to Q Capital: (i) an original of this Contract, signed by me; and (ii) original fully executed authorizations for the release of medical and personal and insurance information, signed by me or, if I am not the Insured, signed by the Insured. Within three (3) Business Days after the Escrow Agent has notified Q Capital that the Escrow Agent has received the signed Change of Ownership Forms and Joinder Agreement to the Escrow Agreement and Disbursement Instructions, Q Capital will deposit the Purchase Price with the Escrow Agent. After the Purchase Price has been deposited with the Escrow Agent, the Escrow Agent will then deliver the Change of Ownership Forms to Q Capital.
- 2.5 When Q Capital receives the Change of Ownership Forms, it will promptly forward them to the Insurer. The Insurer will then send to the Escrow Agent an acknowledgement that Q Capital is now the owner and the beneficiary of the Policy. Q Capital will verify and/or approve the acknowledgement and any material information, including, without limitation: (i) the face amount of the Policy; (ii) the death benefit payable under the Policy; (iii) the existence and amount of any and all encumbrances on the Policy; (iv) that the Policy terms do not prohibit or restrict me from executing this Contract or from transferring ownership and changing the beneficiary designation of the Policy; (v) that there are no unpaid Policy premiums; and (vi) that the Policy has been in effect for at least two (2) years (or, if a convertible term policy, that conversion took place more than two (2) years ago if a new contestability period began at the time of conversion) and remains in full force and effect.
- 2.6 Within three (3) Business Days after being notified by the Insurer that the ownership has transferred to Q Capital and that Q Capital has been named beneficiary, the Escrow Agent will release the Purchase Price in a lump sum to me.
- 2.7 If, within forty-five (45) calendar days of the date that this Contract was executed by me and Q Capital, Q Capital does not receive: (i) the Insurer's acknowledgement of the change of ownership and beneficiary designation under the Policy; and (ii) all other material information required by Q Capital, Q Capital may direct the Escrow Agent to return the Purchase Price to Q Capital. Before Q Capital directs the Escrow Agent to return the Purchase Price, Q Capital will first forward to the Escrow Agent executed documents necessary to maintain, in the name of the Seller, the ownership of the Policy and the right to designate beneficiaries.

3. Rescission

- 3.1 I have the unconditional right to rescind this Contract for ten (10) Business Days after I receive the Purchase Price (the "Rescission Period"). Rescission, if exercised by me, is effective only if both of the following occur within the Rescission Period: (1) written notice of the rescission is received by Q Capital and (2) repayment is made to Q Capital, by cashier's check or wire transfer, of the entire Purchase Price. If I elect to rescind this Contract, Q Capital's interest in the Policy will terminate immediately upon

my giving notice of the rescission to Q Capital and tendering of the settlement proceeds together with any escrow interest that I have received.

3.2 I understand and agree that if I rescind this Contract as described above, I will not be able to enforce this Contract and that the Contract will no longer be binding on Q Capital.

3.3 If «InsuredsDiesDesc» during the Rescission Period, this Contract will be deemed to have been rescinded subject to repayment by me (or my heirs, executors, or estate, successors or assigns, as may be applicable) to Q Capital of the Purchase Price and any premiums, loans and loan interest that have been paid by Q Capital. Following such automatic rescission, Q Capital will pay any death benefit it receives under the Policy to the beneficiary(ies) last designated by me and acknowledged by the Insurer prior to the sale of my Policy to Q Capital. Q Capital may offset the amount of any death benefit it receives against the amount of the Purchase Price. I agree that if there is any dispute about the identity of the last-designated and acknowledged beneficiary(ies), Q Capital shall be permitted to interplead the death benefits received (net of the Purchase Price) into a court of competent jurisdiction, and thereafter be relieved fully from any and all liability or obligation with respect to such interpleaded assets.

4. Transfer of All Rights Under the Policy to Q Capital. I understand and agree that by signing this Contract, upon the Insurer acknowledging the transfer of ownership to Q Capital:

4.1 Q Capital will have the right to sell or transfer the Policy and to assign this Contract. If it does, all rights and duties I owe Q Capital under this Contract will be transferred automatically to any new owner or assignee (hereinafter, "New Owner" shall mean Q Capital and any such new owner or assignee).

4.2 I will no longer have any right to designate the beneficiary under the Policy and that the New Owner may designate any other person or entity as the beneficiary under the Policy ("Beneficiary Designee"). I understand and agree that the New Owner or its Beneficiary Designee will be the beneficiary under the Policy and therefore entitled to receive all death benefits payable under the Policy. No other person or entity shall have any claim to the death benefit provided by the Policy unless that person or entity has been designated as the beneficiary of the Policy by the New Owner.

4.3 I will have no further right or interest in any current or future benefit payable under the Policy except as may be explicitly stated in this Contract.

4.4 The New Owner will have the exclusive right to assign the Policy as collateral to secure loans.

4.5 Except as provided in this Contract, the New Owner will be able to exercise any of its rights as owner of the Policy without my consent or the consent of the Insured.

5. My Representations and Warranties. I represent and warrant to Q Capital that, except as disclosed in the Application:

- 5.1 I am the sole and absolute owner of the Policy.
- 5.2 I have the right to sell the Policy and execute this Contract without the prior approval or agreement of any other party. If I am an individual, I do not need the prior approval or written agreement of my spouse.
- 5.3 I have not previously pledged, assigned or promised any interest in the Policy to any person or entity, in writing or otherwise.
- 5.4 As of the date I signed this Contract, there are no unpaid premiums on the Policy and there is no pending invoice relating to premiums due on the Policy.
- 5.5 The Policy is in full force and effect and is not currently in a grace period.
- 5.6 (a) I have not designated any irrevocable beneficiaries under the Policy, or (b) if there is an irrevocable beneficiary designation, such beneficiary has consented to this Contract. In the case of (b) above, any irrevocable beneficiary whom I previously designated has notified the Insurer and Q Capital in writing that he, she or it has waived the irrevocability of such beneficiary designation.
- 5.7 The Policy is not the subject of any pending, threatened, interim or final attachment, divorce decree or other legal impediment, judgment, writ, order or decree that: (i) restricts or otherwise affects my right to sell or assign the Policy; or (ii) requires that the Policy be maintained for the benefit of (a) a current or former spouse or dependent child(ren) of the Insured or Seller or (b) any other person or entity.
- 5.8 I have not been the subject of a bankruptcy, insolvency or other similar proceeding within the past ten (10) years. Neither the Policy nor my other property has been the subject of a bankruptcy, insolvency or other similar proceeding since the effective date of the Policy and the effective date of any additions or change in coverage provided by the Policy. If I have been the subject of a bankruptcy, insolvency or other similar proceeding: (i) the Policy was not subject to the claims of my creditors; and (ii) I have provided Q Capital with a true and correct copy of the decree discharging my debts.
- 5.9 There are no pending, threatened or final tax liens against me or the Policy.
- 5.10 The Policy is not the subject of any lawsuit or other dispute of which I am aware. No formal or informal claim has been made which disputes the existence, death benefit, owner, or beneficiary of the Policy.
- 5.11 The Policy has not lapsed or been reinstated within the two (2) years prior to the date I signed the Application and has not lapsed or been reinstated since that time.

- 5.12 If I am the owner of and the Insured under the Policy, I have truthfully and completely answered all questions in the Policy Application, including without limitation, those relating to: (i) my medical condition; and (ii) the purpose for which I purchased the Policy. If I am the owner of the Policy, but not the Insured, I have truthfully and completely answered all questions in the Policy Application. I also have no reason to believe that the Insured did not truthfully and completely answer all questions in the Policy Application, including without limitation, those relating to his/her medical condition on the Policy Application. By signing the Acknowledgement, the Insured also represents and warrants that he or she truthfully answered all questions on the Policy Application relating to his or her medical condition. The representations and warranties in this subsection also apply to any application made for subsequent riders to or increased benefits under the Policy.
- 5.13 I have truthfully and completely answered all of the questions on my Application. All of the information provided to Q Capital, whether in the Application and any schedules, attachments, exhibits and enclosures attached to it or otherwise, and, to the best of my knowledge, any and all information provided to Q Capital by the physicians and health care providers of the Insured, is complete and accurate. I understand and agree that Q Capital reasonably relied on the information in the Application in agreeing to purchase the Policy by entering into this Contract. I also understand that the Application is incorporated into and made a part of this Contract.
- 5.14 I understand that the sale of the Policy may have consequences to me, including (without limitation) federal or state tax consequences. I have had an opportunity to seek advice from a professional tax advisor regarding the tax consequences of this Contract. I acknowledge that Q Capital has not provided me with any advice regarding the income, death or gift tax or other effects of this Contract and that I have not received or relied upon any statements by Q Capital, its employees or agents regarding the tax consequences or other consequences of selling the Policy. Q Capital has recommended that I consult with my own tax counsel regarding the tax consequences of selling the Policy.
- 5.15 I fully and completely understand the benefits provided by the Policy and the possible alternatives to selling or assigning the Policy to Q Capital. I understand that, among other alternatives, I may be entitled to receive accelerated benefits from the Insurer, such as a cash surrender payment; to receive a waiver of premium benefit; or to borrow any cash value in the Policy, using the Policy as collateral for that loan. Following consideration of these options, I have determined that I would rather receive the Purchase Price now instead of keeping any and all current and future benefits the Policy might provide. Q Capital has recommended that I consult with my own lawyer, accountant, financial planner and/or other qualified advisor in order to assess the alternatives to, or benefits of, entering into this Contract.
- 5.16 I fully and completely understand the terms of this Contract and all other agreements and documents I have signed in connection with the sale of the Policy. I am entering into this Contract freely and voluntarily. If I am an individual, I am of sound mind and

not subject to any constraint or undue influence by any person to enter into this Contract. If I am a trust, corporation, limited liability company, partnership or other entity, I have the requisite authority to enter into this Contract. If I am not the Insured, the Insured also agrees to this statement by signing the Acknowledgement attached to this Contract.

5.17 This Contract, when executed by me, shall be binding and enforceable in accordance with its terms.

6. Seller's and Insured's Agreement to Fully Cooperate After the Sale

6.1 I agree that I will immediately inform the New Owner of any change in my personal information or the personal information of the Insured, including any address, telephone number or attending physician information. I understand and agree that the New Owner may, from time to time, and in the New Owner's sole discretion, contact me and/or the Insured for confirmation of such information.

6.2 I (and the Insured if I am not the Insured) agree to take any and all actions that may be necessary to complete the transfer of ownership and change of designation of the beneficiary of the Policy to the New Owner, including (without limitation) signing any and all documents that may be required by the Insurer. I (and the Insured if I am not the Insured) agree to cooperate fully with the New Owner to maintain the Policy in full force and effect or in connection with any conversion of the Policy. If the Policy has an existing waiver of premium benefit in the event of the disability of the Insured and the Insured becomes disabled after transfer of ownership of the Policy, I (and the Insured if I am not the Insured) will cooperate in completing and signing the forms required by the Insurer to enable the New Owner to obtain the benefits under any such waiver of premium provision in the Policy. The New Owner shall pay any third party expenses that may be incurred in connection with obtaining such waiver. I (and the Insured if I am not the Insured) will complete and provide such forms as directed within ten (10) calendar days after receipt.

6.3 Upon the Insured's death, the New Owner shall be entitled to obtain a certified copy of the Insured's death certificate, and if requested, I (if I am not the Insured) and/or the Insured's heirs, estate and/or executors will cooperate with and assist the New Owner in its efforts to obtain that certificate.

6.4 I (or the Insured if I am not the Insured) will provide properly executed, updated authorizations for the release of medical and personal information to the New Owner within ten (10) calendar days after receipt of the forms. I (or the Insured if I am not the Insured) agree to notify the New Owner promptly if the primary physician(s) for the Insured changes at any time or from time to time after the date of this Contract; and such notice will include the name, address and telephone number of any new treating physician(s) for the Insured.

6.5 At the New Owner's request, I (or the Insured if I am not the Insured) will execute any and all documents and instruments requested by the New Owner to enable the New

Owner to purchase, at the New Owner's sole expense, an annuity (in which I, or the Insured if I am not the Insured, will be the annuitant) in any amount required by the New Owner.

6.6 If the New Owner or the Insurer requires that I sign any additional forms or documents relating to my sale of the Policy, I agree to sign and provide any such forms or documents within ten (10) calendar days of receipt.

6.7 I (and the Insured if I am not the Insured) understand and agree that if any of the documents completed in order to carry out this Contract contain incorrect information, I (and the Insured if I am not the Insured) will sign, and will fully cooperate with the New Owner in the preparation of, corrected documents.

6.8 (a) If I am the Insured under the Policy, I understand and agree that the New Owner may contact me, my primary or specialty physician(s) of record, or my designated representative on a quarterly basis to determine the status of my health, or on a monthly basis if my life expectancy becomes one (1) year or less. I agree to cooperate in responding to the New Owner's contact and will direct my physician(s) or designated representative to do the same.

(b) If I am not the Insured, the Insured understands and agrees that the New Owner may contact him/her, his/her primary or specialty physician(s) of record, or his/her designated representative on a quarterly basis to determine the status of his/her health, or on a monthly basis if his/her life expectancy becomes one (1) year or less. The Insured agrees to cooperate in responding to the New Owner's contact and will direct his/her physician(s) or designated representative to do the same.

7. Specific Performance. In the event that I or the Insured breach any of the terms of this Contract or refuse to cooperate with the New Owner in any way with respect to any of the terms of this Contract, I agree (and by signing the Acknowledgement, the Insured if I am not the Insured, also agrees) that the New Owner may seek compliance with the terms of this Contract by judicial means, including (without limitation) by the issuance of a court order, which may include equitable relief such as specific performance.

8. Miscellaneous

8.1 If the Policy provides for double or additional indemnity in the event of accidental death of the Insured, and the Insurer pays to the New Owner or any Beneficiary Designee an additional benefit under that provision, the New Owner or any Beneficiary Designee will pay the amount of that additional benefit (i) first, to the last-named beneficiary under the Policy as shown on the Insurer's records prior to the execution of this Contract, but if none (ii) then to such other beneficiary, other than Q Capital, as I may hereafter designate for such purpose prior to the Insured's death, but if none (iii) (a) then to my estate if no such beneficiary is named and I am an individual, or (b) to me, if I am a trust, corporation, limited liability company, partnership or other entity.

8.2 Notwithstanding anything in this Contract to the contrary: (i) in the event that the death benefit under the Policy increases for any reason other than because of the accidental

death of the Insured, the New Owner or any Beneficiary Designee will be entitled to receive and keep the amount of that increase; and (ii) the New Owner will be entitled to receive all other economic benefits of the Policy, including, but not limited to: (x) special dividend distributions in the event the Insurer converts from a mutual to a stock company and (y) any distributions payable under any class action settlement entered against the Insurer in connection with the Policy.

- 8.3 This Contract, the Application, the Acknowledgement, and all other documents contemplated therein or delivered in connection therewith make up the entire understanding and agreement between myself, Q Capital and the Insured, and supersede all prior or contemporaneous representations, understandings and agreements between the parties with respect to the subject matter of this Contract (including the Policy), the Application and the Acknowledgement.
- 8.4 Any amendments to or modifications of this Contract or the Acknowledgement, as applicable, must be in a writing executed by the party or parties to whom such amendment or modification applies.
- 8.5 If any provision of this Contract is found to be invalid or unenforceable pursuant to judicial decree or decision, that provision will be void and the remainder of this Contract or the Acknowledgement, as applicable, shall remain valid and enforceable according to its terms.
- 8.6 This Contract, the Acknowledgement and the validity, construction, interpretation and legal effect hereof and thereof will be governed by the laws of North Carolina, without regard to its conflict of laws provisions. I, AND THE INSURED, IF I AM NOT THE INSURED, AS WELL AS Q CAPITAL, ITS ASSIGNS AND ANY NEW OWNER HEREBY WAIVE ANY RIGHT THAT ANY OF US MAY HAVE TO A TRIAL BY JURY.
- 8.7 I understand that I have no right to sell, assign or transfer this Contract, or any of my rights, duties or obligations under this Contract. This Contract may not be involuntarily assigned or assigned by me by operation of law. I understand that Q Capital and any other New Owner have the right to sell, assign or transfer this Contract, and some or all of its rights, benefits and obligations hereunder, in their sole and absolute discretion, and without my consent or the consent of the Insured, if I am not the Insured.
- 8.8 It is not my intention or the intention of this Contract or of the parties to this Contract to confer any third party beneficiary rights upon any person or entity whatsoever, and nothing in this Contract shall be understood to grant any third party a right of action under this Contract other than to any New Owner or beneficiary designee contemplated herein.
- 8.9 I understand and agree that if I fail to carry out any of my obligations under this Contract, the New Owner would consider that to be a breach of this Contract, and that repayment of the Purchase Price would not be enough to remedy that breach. I also

understand and agree that, in addition to all other remedies available at law, the New Owner will be entitled to require me to carry out my obligations under this Contract by obtaining specific performance and injunctive or other equitable relief.

- 8.10 If I am not the Insured, the Insured will execute an Acknowledgement of this Contract. By signing the Acknowledgement, the Insured also agrees to be bound by the provisions of the Contract applicable to the Insured including, but not limited to, Section 8.9 above, in the event the Insured refuses to carry out any of his or her obligations under this Contract.
- 8.11 I have not paid nor am I require to pay any fees to Q Capital in conjunction with this Contract.
- 8.12 This Contract [does not provide/provides] for the payment of an additional settlement amount to me upon the exercise of a guaranteed insurability option by me. [The amount of the additional settlement and the terms upon which it shall be payable are as follows:].
- 8.13 If the Policy has a guaranteed insurability option, the option may only be exercised for the benefit of a person who has an insurable interest in the life to be insured.
- 8.14 Any notice hereunder shall be in writing and shall be given by personal delivery or reputable overnight courier, or certified or registered mail, in each case with proof of delivery requested, to the following address:

If to the Seller:

«Ind1PolicyOwnerName»
«Ind1Address»
«Ind1City», «Ind1StateCode» «Ind1Zip»

«Ent1PolicyOwnerName»
«Ent1Address»
«Ent1City», «Ent1StateCode» «Ent1Zip»

«Ind2PolicyOwnerName»
«Ind2Address»
«Ind2City», «Ind2StateCode» «Ind2Zip»

«Ent2PolicyOwnerName»
«Ent2Address»
«Ent2City», «Ent2StateCode» «Ent2Zip»

Or to such other persons or addresses as the Seller may furnish to Q Capital or any other New Owner in writing;

If to the Insured, to the address indicated on the Acknowledgement or to such other persons or addresses as the Insured may furnish to Q Capital or any other New Owner in writing;

If to Q Capital:

Q Capital Strategies, LLC
950 Third Avenue, 23rd Floor
New York, NY 10022
Attn: President

Or to such other persons or addresses as Q Capital or any other New Owner may furnish to the Seller and/or the Insured in writing.

During the period that the Policy is in effect, each party (including the Insured) agrees to immediately advise the others of any change of address.

8.15 (a) The terms “Q Capital” and “New Owner” shall include any and all subsequent owners of the Policy. Any duties I (and the Insured, if I am not the Insured) owe to Q Capital or New Owner, as well as any representation, warranty, rights, agreement, or covenant herein in favor of Q Capital or New Owner, shall be deemed to also be for the benefit of each New Owner.

(b) This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WARNING: Any person who knowingly presents false information in an application for insurance or viatical settlement contract or a viatical settlement purchase agreement is guilty of a felony and may be subject to fines and confinement in prison.

IN WITNESS WHEREOF, the Seller and Q Capital have executed this Contract and the Insured has executed the Acknowledgement intending to be legally bound as of the date first above written.

Q Capital Strategies, LLC

By: _____

Title: _____

Date: _____

For use where Policy is owned by an Individual or Individuals

Signature Block:

«Ind1PolicyOwnerName»

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared «Ind1PolicyOwnerName» personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Viatical Settlement Contract and acknowledged to me that [he/she] executed the same, and that by [his/her] signature on the Viatical Settlement Contract, the individual, [or the person upon behalf of which the individual acted,] executed the instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public/Commissioner of Oath

My Commission Expires:_____

(SEAL)

For use where Policy is owned by an Individual or Individuals

Signature Block:

«Ind2PolicyOwnerName»

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared «Ind2PolicyOwnerName» personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Viatical Settlement Contract and acknowledged to me that [he/she] executed the same, and that by [his/her] signature on the Viatical Settlement Contract, the individual, [or the person upon behalf of which the individual acted,] executed the instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public/Commissioner of Oath
My Commission Expires:_____

(SEAL)

For use where Policy is owned by a Trust, Corporation, Limited Liability Company, Partnership, or Other Entity

Signature Block:

«Ent1PolicyOwnerName»

By: _____
Name: «Ent1ContactName»
Title: «Ent1ContactJobTitle»

«ENT1LEGALENTITYDESC» ACKNOWLEDGEMENT

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared «Ent1ContactName», known personally to me or proved to me on the basis of satisfactory evidence to be the «Ent1ContactJobTitle» of the above named «Ent1LegalEntityDesc» and acknowledged that [he/she], as [the/an] «Ent1ContactJobTitle» being authorized so to do, executed the foregoing Viatical Settlement Contract for the purposes therein contained, by signing the name of the «Ent1LegalEntityDesc» by [him/her]self as [the/an] «Ent1ContactJobTitle».

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public/Commissioner of Oath
My Commission Expires:_____

(SEAL)

For use where Policy is owned by a Trust, Corporation, Limited Liability Company, Partnership, or Other Entity

Signature Block:

«Ent2PolicyOwnerName»

By: _____
Name: «Ent2ContactName»
Title: «Ent2ContactJobTitle»

«ENT2LEGALENTITYDESC» ACKNOWLEDGEMENT

STATE OF)
) **ss.:**
COUNTY OF)

On the ____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared «Ent2ContactName», known personally to me or proved to me on the basis of satisfactory evidence to be the «Ent2ContactJobTitle» of the above named «Ent2LegalEntityDesc» and acknowledged that [he/she], as [the/an] «Ent2ContactJobTitle» being authorized so to do, executed the foregoing Viatical Settlement Contract for the purposes therein contained, by signing the name of the «Ent2LegalEntityDesc» by [him/her]self as [the/an] «Ent2ContactJobTitle».

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public/Commissioner of Oath
My Commission Expires: _____

(SEAL)