HABERSHAM
FUNDING LLC

VIATICAL SETTLEMENT
DOCUMENT CHECKLIST

To ensure that we can process your case quickly and provide you with the most complete feedback possible, please include all of the requested information and materials. Please check off the documents requested as you gather them and sign below when you have assembled a complete package. Call us toll-free at 1-888-874-2402 if you have any questions.

☐ Application Questionnaire: FORM: APP NM QUEST
(Please note that there are two questionnaires – one for insured and one for owner.)

☐ Representations, acknowledgements and warrants: FORM: APP NM QUEST REPS
___ **signed by insured** _____ **signed by owner** (if different from insured)

☐ Disclosure Notice: FORM: APP NM DISC _____ **signed by insured** _____ **signed by owner**
(if different from insured)

☐ Medical Release: FORM: APP NM MED REL _____ **signed by insured** _____ **notarized**

☐ HIPAA Disclosure: FORM: APP NM HIPAA _____ **signed by insured** _____ **notarized**

☐ Life Insurance Policy Information Releases (there are two of these): FORM: APP NM INS REL
_____ **signed by owner** _____ **notarized**

☐ Photocopy of your Driver's License or other government-issued photo ID.
(If the policy OWNER and the INSURED are different, we need copies of identification for BOTH persons.)

☐ Photocopy of your Social Security card (or additional photo ID.)
(If the policy OWNER and the INSURED are different, we need copies of identification for BOTH persons.)

☐ Copy of your individual insurance policy (*including the policy **application***)

☐ Copy of your bankruptcy discharge papers
(**if** you have gone through a bankruptcy within the past 10 years)

☐ Copy of your divorce decree and any documentation of settlement and/or custody arrangements
(**if** you have ever gone through a divorce)

If you have Group Life Insurance through your Employer or Membership Association:

☐ A copy of your employee/member handbook/certificate explaining your group life benefits *

☐ A copy of your group life insurance employee/member enrollment application *

☐ A copy of your personal insurance certificate indicating the face amount of your coverage *

☐ If on Disability Waiver of Premium, a copy of approval letter from the insurance company *

☐ A copy of your latest pay statement indicating premiums withheld, if you pay premiums on your employer-sponsored insurance *

* If you do not have one or more of these items, please call us to discuss alternatives.

Initial __________ **Date** __________

Continued, please see next page.

Building 11, Piedmont Center, 3495 Piedmont Road, NE, Suite 910 ■ Atlanta, Georgia 30305 ■ Phone: 404-233-8275 ■ Fax: 404-233-9394

Copyright 2007, Habersham Funding LLC

VIATICAL SETTLEMENT
DOCUMENT CHECKLIST
Continued

If the owner or beneficiary is a trust, we need:

☐ A copy of the trust document(s) and the Tax ID #. The Tax ID # is __________.

☐ The trustee(s) to sign the Life Insurance Policy Information Release form(s).

If owner or beneficiary is a corporation, we need:

☐ Complete name and address of corporation.

☐ Corporate resolution showing current authorized officers.

☐ Two corporate officers to sign the Life Insurance Policy Information Release form(s).

I certify that I have provided all of the above documents as indicated by my mark and that they are included within this packet I am returning to Habersham Funding LLC.

Signed ____ Date _________________________

Building 11, Piedmont Center, 3495 Piedmont Road, NE, Suite 910 ■ Atlanta, Georgia 30305 ■ Phone: 404-233-8275 ■ Fax: 404-233-9394

Copyright 2007, Habersham Funding LLC

HABERSHAM
FUNDING LLC

APPLICATION QUESTIONNAIRE

Information about the INSURED. Please see page 4 if you are the OWNER of the policy.
Check here if the insured also is the owner of the policy:

☐ **The insured and the policy owner are the same person.**

Full Legal Name:____

Please list any aliases or nicknames:____

DOB:_____/_____/_____ Male ☐ Female ☐ Height _____ Weight _____

Social Security # ____

Driver's License # & State:______________________________Please provide photocopy of your license.

Street Address:____

City:____ State:______________ Zip:________________

May we leave a message? (Please c*ircle at least one*): Hm: ________________________________(yes/no)

e-mail: ____________________________________ Wk: ________________________________(yes/no)

Other #/cell_________________________(yes/no) Fax: ________________________________(yes/no)

Have you ever been or are you now a party to a:

Bankruptcy?	Yes ___	No ___	Civil suit?	Yes ___	No ___	Divorce decree?	Yes ___	No ___
Judgments?	Yes ___	No ___	Tax lien?	Yes ___	No ___	Creditor liens?	Yes ___	No ___

EMPLOYMENT INFORMATION

Are you currently working? Yes ___ No ___ Are you retired? Yes ___ No ___

What is/was your occupation?____

Are you receiving disability benefits? Yes ___ No ___ What kind?_____________________________

Are you receiving *(circle which applies):* SSI Medicaid Food Stamps None of these

INSURANCE INFORMATION *(please list additional policies on the following pages)*

1st Policy:
Insurance Company Name:____

Policy #:___________________________ Face Amount:______________ Effective Date:_____________

Beneficiary(ies):____

Premiums: $__________ per ___________ (month, quarter, year, etc.)

Policy Type *(circle one):* **Group** **Group Conversion** **Individual**

If your policy is a group policy, please complete the following:

Employer Name: ____

Address & Phone:____

____

Copyright 2007, Habersham Funding LLC

APPLICATION QUESTIONNAIRE, Continued

Benefits Manager (for your employer): ____________________

May we contact this person in order to gather information about your policy? Yes ___ No ___

ADDITIONAL POLICIES:

2nd Policy:

Insurance Company Name:____________________

Policy #:____________ Face Amount:__________ Effective Date:__________

Beneficiary(ies):____________________

Premiums: $__________ per __________ (month, quarter, year, etc.)

Policy Type *(circle one):* **Group** **Group Conversion** **Individual**

3rd Policy:

Insurance Company Name:____________________

Policy #:____________ Face Amount:__________ Effective Date:__________

Beneficiary(ies):____________________

Premiums: $__________ per __________ (month, quarter, year, etc.)

Policy Type *(circle one):* **Group** **Group Conversion** **Individual**

Has an application for insurance on the insured's life/health ever been declined, rated or modified in any way (including this policy)? Yes ___ No ___ If yes, please describe the circumstances: ____________________

____

What is the total face value of life insurance on your life that is NOT being offered for sale here? __________

HEALTH INFORMATION

(please list additional physicians/medical providers on the following pages)

Please provide a brief description of your health condition (*even if you consider yourself well/healthy*):

____

____

What is your primary medical condition? ____________________

When was your primary medical condition first diagnosed? ____________________

What are your secondary medical conditions or health concerns? ____________________

When were these diagnosed? ____________________

Current/Primary Physician:____________________

Address & Phone:____________________

____

Copyright 2007, Habersham Funding LLC

APPLICATION QUESTIONNAIRE, Continued

Second Physician: ______________________________
Address & Phone: ______________________________

____

____

Third Physician: ______________________________
Address & Phone: ______________________________

____

____

Have you smoked cigarettes, cigars or pipes within the last year, or otherwise used tobacco? If so, please describe: ______________________________

Has the insured used (now or ever before) alcoholic beverages? Yes ___ No ___ If yes, please answer:

Frequency: Daily ___ Weekly ___ Monthly ___ Occasionally ___

Average amount consumed each time insured drinks: 1-2 drinks ☐ 2-4 drinks ☐ 5 or more drinks ☐

Has the insured ever undergone alcohol or other substance abuse treatment? If yes, please describe:

____

FAMILY HEALTH HISTORY

	Age if living?	Deceased?	If deceased, please list cause and age at time of death:
Father	__________	Yes ___ No ___	______________________________
Mother	__________	Yes ___ No ___	______________________________
Brother	__________	Yes ___ No ___	______________________________
Sister	__________	Yes ___ No ___	______________________________

Please use a separate sheet of paper to list additional siblings.

Please INITIAL all that apply:

______ I have never been married.

______ I am married. My spouse's name is ______________________________.

______ I am divorced. Attached is a complete copy of the dissolution of marriage, including any or all property and/or settlement orders.

_______ I am widowed.

_______ I have no children.

_______ I have minor children.

_______ One or more of my minor children are my legal dependents.

_______ I have no minor children. All of my children are of legal age.

Copyright 2007, Habersham Funding LLC

HABERSHAM
FUNDING LLC

APPLICATION QUESTIONNAIRE, Continued

Information about the Life Insurance Policy OWNER. Please see page 1 if you are the INSURED. Check here if the owner is not an individual person (ie – a trust, corporation, etc.):

☐ **The owner is an entity or organization, not an individual.**

Full Legal Name of Owner:____

For trusts or corporations, please list the names of trustee(s) or 2 officers; please include their contact information below:____________________________________

____

DOB:_____/_____/_____ Male ☐ Female ☐

Social Security # (or Tax ID #, for trust/corporation): __________________________

Driver's License # & State (if individual) :________________________Please provide photocopy.

Street Address:____

City:______________________________ State:__________ Zip:____________

May we leave a message? (Please c*ircle at least one*): Hm: _______________________(yes/no)

e-mail: __________________________ Wk: _______________________(yes/no)

Other #/cell__________________(yes/no) Fax: _______________________(yes/no)

Have you ever been or are you now a party to a:

Bankruptcy?	Yes ___	No ___	Civil suit?	Yes ___	No ___	Divorce decree?	Yes ___	No ___
Judgments?	Yes ___	No ___	Tax lien?	Yes ___	No ___	Creditor liens?	Yes ___	No ___

EMPLOYMENT INFORMATION (if individual)

Are you currently working? Yes ___ No ___ Are you retired? Yes ___ No ___

What is/was your occupation?____________________________________

Are you receiving disability benefits? Yes ___ No ___ What kind?__________________

Are you receiving *(circle which applies):* SSI Medicaid Food Stamps None of these

Please INITIAL all that apply (if individual):

______ I have never been married.

______ I am married. My spouse's name is _______________________.

______ I am divorced. Attached is a complete copy of the dissolution of marriage, including any or all property and/or settlement orders.

_______ I am widowed.

_______ I have no children.

_______ I have minor children.

_______ One or more of my minor children are my legal dependents.

_______ I have no minor children. All of my children are of legal age.

Copyright 2007, Habersham Funding LLC

APPLICATION QUESTIONNAIRE, Continued

Information about the VIATICAL SETTLEMENT PRODUCER. Please provide the identity of any person or organization that served as a viatical settlement producer in connection with this settlement transaction.

Name of Producer: ______________________________

Address & Phone: ______________________________

____

____

Name of Producer: ______________________________

Address & Phone: ______________________________

____

____

Name of Producer: ______________________________

Address & Phone: ______________________________

____

____

Name of Producer: ______________________________

Address & Phone: ______________________________

____

____

Copyright 2007, Habersham Funding LLC

REPRESENTATIONS, ACKNOWLEDGEMENTS AND WARRANTS

The insured(s) under (individually or collectively referred to as the "Insured") and owner of (the "Owner") the subject life insurance policy(ies) hereby represent, warrant, acknowledge and agree that: all the information contained herein or otherwise provided to Habersham Funding LLC ("Habersham") is true, correct, complete, not misleading and can be relied upon; Insured and Owner (who may collectively be referred to as "Applicant") will immediately notify Habersham of changes in any of the information contained herein or provided elsewhere to Habersham; Habersham is authorized, but not obligated, to provide subject policy(ies) along with Insured and/or Owner's medical, financial and/or other personal information, to the organization(s) of its choice, in an effort to find a purchaser for such policy(ies); Habersham purchases policies for its own account and for the accounts of other parties. Habersham disclaims any duties, fiduciary or otherwise, to Applicant; no principal/agent relationship is created hereby.

Further, Insured and Owner hereby represent, warrant, acknowledge and agree that: the subject life insurance policy(ies) was legally obtained, and to the best of Insured's and Owner's knowledge, all of the information contained in the insurance application(s) for the subject life insurance policy(ies) is true, correct, complete and not misleading; if Insured or Owner knowingly present false or fraudulent information in an insurance, viatical or life settlement application, then the Insured and/or Owner are guilty of a crime and may be subject to fines and confinement in prison; Insured and Owner understand that in some states, Habersham may be required by law to report suspected insurance, viatical or life settlement fraud; Insured and Owner understand, acknowledge and agree that, Habersham may report all suspected insurance, viatical or life settlement fraud it discovers related to the subject life insurance policy(ies).

By the submission of this application to Habersham, Insured and Owner hereby knowingly waive any and all claims they may have against Habersham arising from Habersham or any person to whom Habersham presents said application reporting Insured and Owner for suspected insurance, viatical or life settlement fraud and agree to hold Habersham harmless for any such report to law enforcement, regulatory or insurance company officials for suspected insurance, viatical or life settlement fraud whether or not it is ultimately determined that any such fraud was committed.

As Insured and Owner, I/we have signed the accompanying medical and policy information releases, and I/we will authorize any person or entity to release any information or documents required to verify my/our submissions or otherwise to complete any settlement transaction. Further, I/we hereby consent to the settlement transaction(s) herein described and acknowledge and represent that: (1) I am/we are age eighteen (18) or older and am/are mentally competent; (2) if this is a viatical settlement, that Insured in fact has a catastrophic or life-threatening, illness or condition; (3) I/we have a full and complete understanding of the Life Insurance Policy Purchase and Sale Agreement into which I am/we are entering and of the benefits of the Policy being sold; and (4) that I am/we are entering into such Agreement freely and voluntarily.

____
Signature of **Insured**

____
Printed name of **Insured**

____
Date signed by **Insured**

Must Be Notarized

State of ___________________

County of ________________________

Subscribed, sworn to and acknowledged before me

this ________ day of ___________________, 20__.

____
Signature of Notary Public

____
Printed name of Notary Public

____
My Commission Expires

____
Signature of policy **Owner, if other than Insured**

____
Printed name of **Owner**

____
Date signed by **Owner**

Must Be Notarized

State of ___________________

County of ________________________

Subscribed, sworn to and acknowledged before me

this ________ day of ___________________, 20__.

____
Signature of Notary Public

____
Printed name of Notary Public

____
My Commission Expires

Building 11, Piedmont Center, 3495 Piedmont Road, NE, Suite 910 ■ Atlanta, Georgia 30305 ■ Phone: 404-233-8275 ■ Fax: 404-233-9394

Copyright 2007, Habersham Funding LLC

REPRESENTATIONS, ACKNOWLEDGEMENTS AND WARRANTS

continued

I acknowledge that I have read and understand the contents of the Representations, Acknowledgements and Warrants.

____
Signature of **spouse of Owner,** *if the Owner or his/her spouse resides in a community property state* (AZ, CA, ID, LA, NM, NV, PR, TX, WA and WI)

____
Printed name of spouse of Owner

Must Be Notarized

State of ___________________

County of _________________________

Subscribed, sworn to and acknowledged before me

this ________ day of ___________________, 20__.

____
Signature of Notary Public

____
Printed name of Notary Public

____
My Commission Expires

Copyright 2007, Habersham Funding LLC

REPRESENTATIONS, ACKNOWLEDGEMENTS AND WARRANTS

The insured(s) under (individually or collectively referred to as the "Insured") and owner of (the "Owner") the subject life insurance policy(ies) hereby represent, warrant, acknowledge and agree that: all the information contained herein or otherwise provided to Habersham Funding LLC ("Habersham") is true, correct, complete, not misleading and can be relied upon; Insured and Owner (who may collectively be referred to as "Applicant") will immediately notify Habersham of changes in any of the information contained herein or provided elsewhere to Habersham; Habersham is authorized, but not obligated, to provide subject policy(ies) along with Insured and/or Owner's medical, financial and/or other personal information, to the organization(s) of its choice, in an effort to find a purchaser for such policy(ies); Habersham purchases policies for its own account and for the accounts of other parties. Habersham disclaims any duties, fiduciary or otherwise, to Applicant; no principal/agent relationship is created hereby.

Further, Insured and Owner hereby represent, warrant, acknowledge and agree that: the subject life insurance policy(ies) was legally obtained, and to the best of Insured's and Owner's knowledge, all of the information contained in the insurance application(s) for the subject life insurance policy(ies) is true, correct, complete and not misleading; if Insured or Owner knowingly present false or fraudulent information in an insurance, viatical or life settlement application, then the Insured and/or Owner are guilty of a crime and may be subject to fines and confinement in prison; Insured and Owner understand that in some states, Habersham may be required by law to report suspected insurance, viatical or life settlement fraud; Insured and Owner understand, acknowledge and agree that, Habersham may report all suspected insurance, viatical or life settlement fraud it discovers related to the subject life insurance policy(ies).

By the submission of this application to Habersham, Insured and Owner hereby knowingly waive any and all claims they may have against Habersham arising from Habersham or any person to whom Habersham presents said application reporting Insured and Owner for suspected insurance, viatical or life settlement fraud and agree to hold Habersham harmless for any such report to law enforcement, regulatory or insurance company officials for suspected insurance, viatical or life settlement fraud whether or not it is ultimately determined that any such fraud was committed.

As Insured and Owner, I/we have signed the accompanying medical and policy information releases, and I/we will authorize any person or entity to release any information or documents required to verify my/our submissions or otherwise to complete any settlement transaction. Further, I/we hereby consent to the settlement transaction(s) herein described and acknowledge and represent that: (1) I am/we are age eighteen (18) or older and am/are mentally competent; (2) if this is a viatical settlement, that Insured in fact has a catastrophic or life-threatening, illness or condition; (3) I/we have a full and complete understanding of the Life Insurance Policy Purchase and Sale Agreement into which I am/we are entering and of the benefits of the Policy being sold; and (4) that I am/we are entering into such Agreement freely and voluntarily.

I acknowledge that I have read and understand the contents of the Representations, Acknowledgements and Warrants.

____
Signature of **Insured**

____
Printed name of **Insured**

____
Date signed by **Insured**

Must Be Notarized

State of __________________
County of ________________________

Subscribed, sworn to and acknowledged before me this ________ day of __________________, 20__.

____
Signature of Notary Public

____
Printed name of Notary Public

____
My Commission Expires

Copyright 2007, Habersham Funding LLC

REPRESENTATIONS, ACKNOWLEDGEMENTS AND WARRANTS

continued

I acknowledge that I have read and understand the contents of the Representations, Acknowledgements and Warrants.

____
Signature of **Owner, if other than Insured**

____
Printed name of **Owner**

____
Date signed by **Owner**

Must Be Notarized

State of __________________
County of ________________________

Subscribed, sworn to and acknowledged before me this ________ day of __________________, 20__.

____
Signature of Notary Public

____
Printed name of Notary Public

____
My Commission Expires

I acknowledge that I have read and understand the contents of the Representations, Acknowledgements and Warrants.

____
Signature of Signature of **spouse of Owner,** *if the Owner or his/her spouse resides in a community property state* (AZ, CA, ID, LA, NM, NV, PR, TX, WA and WI)

____
Printed name of **spouse of Owner**

____
Date signed by **spouse of Owner**

Must Be Notarized

State of __________________
County of ________________________

Subscribed, sworn to and acknowledged before me this ________ day of __________________, 20__.

____
Signature of Notary Public

____
Printed name of Notary Public

____
My Commission Expires

Building 11, Piedmont Center, 3495 Piedmont Road, NE, Suite 910 ■ Atlanta, Georgia 30305 ■ Phone: 404-233-8275 ■ Fax: 404-233-9394

Copyright 2007, Habersham Funding LLC

HABERSHAM
FUNDING LLC

NEW MEXICO DISCLOSURE FORM

You should carefully read the following points before you sign this Life Insurance Policy Purchase and Sale Agreement and seek additional advice from your advisors (including but not limited to your legal, financial, and professional tax advisors) where appropriate.

1. Your Policy provides financial protection to your beneficiaries. If you sell your Policy to us, your beneficiaries will no longer have that protection. Before you sell your policy, you should consider whether that protection is needed. Other financial options may be available to you. **Consult your financial advisor or insurance company for more information.**
2. There are alternatives to the process of selling a life insurance policy, particularly for persons with catastrophic, life-threatening or chronic illnesses, which you may prefer. Some alternatives, where applicable, are (a) borrowing against the cash value of the Policy, (b) surrendering the Policy for its cash value, and (c) accelerated death benefits that may be available under your Policy. You may obtain information on these alternatives directly from Insurer that issued your Policy.
3. Some or all of the proceeds from the sale of your Policy may be free from federal income tax and state franchise and income tax laws. **You should obtain advice on these matters from a professional tax advisor.**
4. The sale proceeds may be subject to claims by creditors, personal representatives, trustees in bankruptcy and receivers in state and federal courts. **You should obtain advice on these matters from your legal and financial advisors.**
5. Receipt of the sale proceeds may adversely affect your eligibility for Medicaid, Supplemental Social Security Income and any other means-based government programs, benefits or entitlements and may result in an interruption of such public assistance benefits. **You should obtain advice on these matters from appropriate government agencies.**
6. Entering into this Agreement may cause other rights or benefits, including conversion rights and waiver of premium benefits that may exist under the Policy, to be forfeited by you. **You should obtain advice on these matters from a financial advisor.**
7. The Purchaser (identified below) may assign or otherwise transfer its interests in the Policy or the Life Insurance Policy Purchase and Sale Agreement to a third party after purchase from you.
8. The Net Purchase Price will be disbursed by the escrow agent designated in the Life Insurance Policy Purchase and Sale Agreement ("Escrow Agent") to complete a proposed purchase of the Policy pursuant to the terms of the Escrow Agreement within two (2) business days after all of the following have occurred: (a) receipt by the Escrow Agent of fully-executed originals of all forms or written authorizations necessary to effect a change in both the beneficiary designation and the ownership of the Policy as contemplated by the Life Insurance Policy Purchase and Sale Agreement; (b) receipt by the Escrow Agent of an assignment by the applicable insurance company which accepts and recognizes Purchaser, its agents, designees or assigns, as the owner and beneficiary of the Policy; (c) verification by the Escrow Agent of other material information to verify the accuracy of the Policy as set forth in the Escrow Agreement; and (d) confirmation by the Purchaser that all closing conditions contained in the Life Insurance Purchase and Sale Agreement have been met.

Copyright 2007, Habersham Funding LLC

NEW MEXICO DISCLOSURE FORM
(continued)

9. You may rescind a settlement contract within fifteen (15) calendar days after receiving the settlement proceeds (the "Rescission Period"). In order to rescind you must, within the Rescission Period: (a) provide written notice to the Purchaser of your decision to rescind; and (b) return to Purchaser the full amount of the Purchase Price, plus premiums, loans, or other consideration, if any, paid by Purchaser during the Rescission Period. Purchaser will assign the Policy back to you immediately upon receipt of the Purchase Price. If the Insured dies during the Rescission Period, the Life Insurance Policy Purchase and Sale Agreement, and the sale of your Policy, subject to repayment of the full amount of the Purchase Price as described in the Life Insurance Policy Purchase and Sale Agreement together with any premiums, loans and loan interest, shall be deemed rescinded.

10. The Insured may be contacted by the Purchaser, its agent or other authorized representative for the purpose of determining the Insured's health status. Such contact will be limited to once every three (3) months if the Insured has a life expectancy of more than one (1) year at the time the settlement contract is entered into, and to no more than once each month if the Insured has a life expectancy of one (1) year or less. Unless Insured designates a contact under the Life Insurance Policy Purchase and Sale Agreement, Insured agrees that Purchaser may contact Insured as described in this paragraph. If Insured desires, Insured may designate any individual of legal age, who is in regular contact with Insured as a contact for inquiries about Insured's health or medical status ("Insured's Designee"). Insured shall provide the name, address, telephone number and relationship of Insured's Designee, and may change Insured's Designee by delivering written notice of such change to Purchaser. **Viator and Insured each agree and acknowledge that contacts with the Insured may be made by phone, fax, mail or any other method used by Purchaser.**

11. In addition to the loss of coverage on Insured, Viator and Insured each acknowledge that if the Policy is a joint Policy, or contains family riders or other provisions insuring the lives of a spouse, dependents or anyone other than Insured, there will be a loss of coverage on those additional insureds, and **Viator or Insured should consult with Insurer or their insurance producer for advice on the proposed settlement.**

12. There is no affiliation between the Purchaser and the Insurer.

13. The Purchaser is Habersham Funding, LLC; a licensed viatical settlement provider located at Building 11, Piedmont Center, 3495 Piedmont Road, N.E., Suite 910, Atlanta, GA 30305. Tel: 404-233-8275.

14. Viator and Insured acknowledge that they have each received a copy of the Buyer's Guide entitled "Selling Your Life Insurance Policy"

15. All medical, financial, personal or patient-identifying information solicited or obtained by a viatical settlement provider or viatical settlement broker about viator and insured, including the viator and insured's identity or the identity of family members, a spouse or a significant other, is confidential. 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 information every two (2) years.

Copyright 2007, Habersham Funding LLC

NEW MEXICO DISCLOSURE FORM
(continued)

16. Viator understands that the death benefit (the amount payable to Viator's beneficiary(ies) upon the death of Insured) without the sale of the Policy pursuant to the Life Insurance Policy Purchase and Sale Agreement, would be ______________________ ($_______). [If known] Additional guaranteed benefits are ______________________ ($_______). The amount of accidental death and dismemberment benefits are ______________________ ($_______). The Viator is selling and transferring all rights to additional guaranteed benefits and accidental death and dismemberment benefits to the Purchaser.

17. The Parties acknowledge the designation of ____, a ________________________________, telephone number (_______)________________________ the "Escrow Agent"), an organization providing escrow services for the transaction contemplated by the Life Insurance Policy Purchase and Sale Agreement as the Escrow Agent. A copy of the Escrow Agreement between Purchaser, Viator and Escrow Agent is attached to the Life Insurance Policy Purchase and Sale Agreement as Exhibit L.

18. The Viator and Insured acknowledge that the Purchaser does not set or determine compensation for any viatical settlement broker involved in this transaction, and that such compensation is determined in the sole discretion of the viatical settlement broker. The Viator and Insured understand that the viatical settlement broker is not affiliated with or an agent of the Purchaser in this transaction. Under the law of certain states, the viatical settlement broker has statutorily defined duties to the Viator of an insurance policy, and Viator and Insured acknowledge that they have been advised of this fact. **If you have questions about the compensation received by the viatical settlement broker in this transaction, you should contact your agent or the broker.**

[SIGNATURES ON FOLLOWING PAGE]

Copyright 2007, Habersham Funding LLC

HABERSHAM
FUNDING LLC

I understand that any person who knowingly presents false information in an application for insurance or settlement contract is guilty of a crime and, upon conviction, may be subject to fines or confinement in prison, or both.

I/We acknowledge that I/we have read and understand the contents of this disclosure.

____
Signature of **insured**

____
Printed name of insured

____
Date signed by insured

Must Be Notarized

State of __________________

County of _______________________

Subscribed, sworn to and acknowledged before me this ________ day of __________________, 20__.

____
Signature of Notary Public

____
Printed name of Notary Public

____
My Commission Expires

____
Signature of policy **owner, if other than insured**

____
Printed name of owner

____
Date signed by owner

Must Be Notarized

State of __________________

County of _______________________

Subscribed, sworn to and acknowledged before me this ________ day of __________________, 20__.

____
Signature of Notary Public

____
Printed name of Notary Public

____
My Commission Expires

____
Signature of **Habersham Funding, LLC**

Must Be Notarized

State of __________________

County of _______________________

Subscribed, sworn to and acknowledged before me this ________ day of __________________, 20__.

____
Signature of Notary Public

____
Printed name of Notary Public

My Commission Expires _____________________

Building 11, Piedmont Center, 3495 Piedmont Road, NE, Suite 910 ■ Atlanta, Georgia 30305 ■ Phone: 404-233-8275 ■ Fax: 404-233-9394

Copyright 2007, Habersham Funding LLC

HABERSHAM
FUNDING LLC

AUTHORIZATION TO RELEASE MEDICAL AND PERSONAL INFORMATION

I, the undersigned, hereby authorize any physician, medical practitioner, hospital or medical related facility, insurance company, the Medical Information Bureau, life expectancy estimating company, _____________________, or other institution or person(s) having any records, charts, X-rays, laboratory work or similar information regarding my health, including, but not limited to, information relating to AIDS, ARC, HIV, heart disease, cancer, alcohol and/or drug abuse, mental illness, communicable diseases and any life threatening or terminal conditions to release such information to HABERSHAM FUNDING, LLC, their authorized representatives and/or their successors, assignees and designees; and, if the Policy has been in effect for less than five years, to the Insurer. I hereby consent and agree to the release of any and all medical records, which may be requested by HABERSHAM FUNDING, LLC, their authorized representatives and/or their successors, assignees and designees that are required to complete the evaluation, transfer, sale and/or resale of life insurance policy # ___________, insured by ________________________ ("Policy"). I understand that information obtained may be used to evaluate the Policy for possible sale to HABERSHAM FUNDING, LLC or its successors, assignees and designees, and over the course of time to re-evaluate my life expectancy.

I understand that this information will be used to establish my life expectancy now and in the future. I agree that this authorization is valid for the maximum extent allowed by New Mexico law from the date hereof, and that a photocopy or facsimile of it is as valid as the original. I acknowledge and agree that this Authorization to Release Medical Information may be used to monitor my on-going health status.

This is durable document meant to survive regardless of my future mental condition and is meant to remain in force following my death.

____
Signature of **insured**

____
Printed name of insured

____
Date signed by insured

Must Be Notarized

State of ___________________

County of ________________________

Subscribed, sworn to and acknowledged before me this ________ day of ___________________, 20__.

____
Signature of Notary Public

____
Printed name of Notary Public

____
My Commission Expires

Building 11, Piedmont Center, 3495 Piedmont Road, NE, Suite 910 ■ Atlanta, Georgia 30305 ■ Phone: 404-233-8275 ■ Fax: 404-233-9394

Copyright 2007, Habersham Funding LLC

HABERSHAM
FUNDING LLC

AUTHORIZATION FOR DISCLOSURE OF PROTECTED HEALTH INFORMATION

(HIPAA Compliant)

The undersigned insured(s) (hereafter referred to as "I"), authorize the disclosure of my protected health information (PHI) as follows:

1. Classes of persons authorized to disclose my protected health information: I authorize each physician, doctor, physician practice group, nurse, hospital, and any other health care provider (each, an "Authorized Discloser") to disclose any and all of my PHI as provided under this authorization. I authorize each Authorized Discloser to rely upon a photostatic or facsimile copy of other reproduction of this authorization.

2. Person authorized to receive my protected health information: I authorize my PHI to be disclosed by each Authorized Discloser under this authorization to Habersham Funding, LLC, and its employees, representatives, designees, agents, successors or assigns, and to any other entity which requires or is compelled by law to receive such PHI to complete a settlement transaction or in order to sell a settlement contract (collectively, the "Authorized Recipient"). I understand that my PHI may be secured by a third party provider and may be electronically transmitted to the Authorized Recipient, including transmission via web posting to a secure web site.

3. Description of protected health information authorized for disclosure and the purpose for such disclosure: This authorization shall apply to any and all of my health and medical records information, including HIV and AIDS-related information, drug and alcohol-related patient records and mental health-related records, whether or not personally identifiable or protected under any federal or state confidentiality or privacy laws or regulations. This authorization and all disclosures of my PHI made under 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 purchase by the Authorized Recipient (and/or its funding entities) of any and all life insurance policies under which my life is insured and (2) to verify, track and monitor my health medical status and condition in connection with any and all life insurance policies under which my life is insured that the Authorized Recipient purchases.

4. Further Disclosure: Some of the PHI has been disclosed to you from records protected by federal confidentiality rules or form confidential records protected by state law. These laws generally prohibit the further disclosure of drug-related or HIV-related information without specific written consent. I acknowledge these laws and expressly authorize each Authorized Recipient of my information to further disclose the information to the extent such further disclosure is necessary in order to carry out the purposes of the original disclosure.

5. Expiration of authorization: This authorization shall remain valid until, and shall expire on, the date of my death, or for the maximum extent allowed by law from the date thereof.

Initial __________ Date __________

Continued, please see next page.

Building 11, Piedmont Center, 3495 Piedmont Road, NE, Suite 910 ■ Atlanta, Georgia 30305-3306 ■ Phone: 404-233-8275 ■ Fax: 404-233-9394

Copyright 2007, Habersham Funding LLC

HABERSHAM
FUNDING LLC

AUTHORIZATION FOR DISCLOSURE OF PROTECTED HEALTH INFORMATION

(HIPAA Compliant)

continued

6. Right to revoke authorization: I acknowledge and understand that I may revoke this authorization any time with respect to any Authorized Discloser by notifying such Authorized Discloser of my revocation of this authorization in writing and delivering my revocation by mail or personal delivery at such address designated by such Authorized Discloser; provide, that any revocation of this authorization shall not apply to the extent that (a) the Authorized Discloser has taken action in reliance upon this authorization prior to receiving notice of my revocation or (b), if this authorization was obtained as a condition of obtaining insurance coverage, other law provides an insurer with the right to contest a claim under an insurance policy.

I 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 "HIPAA Privacy Regulations"). I further understand that, as a result of this authorization, my PHI disclosed by any Authorized Discloser to the Authorized Recipient may be redisclosed by the Authorized Recipient and my PHI that is disclosed to the Authorized Recipient may no longer be protected by the HIPAA Privacy Regulations.

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

Any person who knowingly presents false information in a viatical or life settlement application, contract or agreement is guilty of a crime and may be subject to fines and confinement in prison.

____
Signature of **insured**

____
Printed name of insured

Must Be Notarized

State of __________________

County of _______________________

Subscribed, sworn to and acknowledged before me this ________ day of __________________, 20__.

____
Signature of Notary Public

____
Printed name of Notary Public

____
My Commission Expires

Building 11, Piedmont Center, 3495 Piedmont Road, NE, Suite 910 ■ Atlanta, Georgia 30305-3306 ■ Phone: 404-233-8275 ■ Fax: 404-233-9394

Copyright 2007, Habersham Funding LLC

AUTHORIZATION TO RELEASE LIFE INSURANCE POLICY INFORMATION

I hereby authorize ____________________________________, the issuer of Policy Number and/or Certificate Number _______________________ insuring the life of ____________________________ (the "Policy") and/or its agents and any other entity or person that has information related thereto, to release to HABERSHAM FUNDING, LLC, or any of its authorized representatives, and/or its successors, assignees, and designees, a copy of the policy, applications, forms, riders, amendments or any other documents, data or information related thereto, of the Policy. I respectfully request that you reply immediately to any written, telephonic or other request for information or documents required by HABERSHAM FUNDING, LLC, or its authorized representatives, and/or its successors, assignees, and designees, pertaining to the above-referenced policy.

I agree that this Release is irrevocable and shall remain valid and in force for the longest period permissible New Mexico law. My death or future mental condition shall not terminate this Release. I agree that a photocopy or facsimile of this Release is as valid as an original. I understand that this Release will be used to gather information about the above-reference policy to conduct and complete the evaluation, transfer, assignment, sale and/or resale of the above-referenced policy.

____
Signature of policy **owner**

____
Printed name of owner

____
Date signed by owner

Must Be Notarized

State of _________________________

County of ________________________

Subscribed, sworn to and acknowledged before me

this ________ day of __________________, 20__.

____
Signature of Notary Public

____
Printed name of Notary Public

____
My Commission Expires

THIS FORM MUST BE COMPLETED IN DUPLICATE

Copyright 2007, Habersham Funding LLC

AUTHORIZATION TO RELEASE
LIFE INSURANCE POLICY INFORMATION

I hereby authorize ____________________________________, the issuer of Policy Number and/or Certificate Number _______________________ insuring the life of ____________________________ (the "Policy") and/or its agents and any other entity or person that has information related thereto, to release to HABERSHAM FUNDING, LLC, or any of its authorized representatives, and/or its successors, assignees, and designees, a copy of the policy, applications, forms, riders, amendments or any other documents, data or information related thereto, of the Policy. I respectfully request that you reply immediately to any written, telephonic or other request for information or documents required by HABERSHAM FUNDING, LLC, or its authorized representatives, and/or its successors, assignees, and designees, pertaining to the above-referenced policy.

I agree that this Release is irrevocable and shall remain valid and in force for the longest period permissible New Mexico law. My death or future mental condition shall not terminate this Release. I agree that a photocopy or facsimile of this Release is as valid as an original. I understand that this Release will be used to gather information about the above-reference policy to conduct and complete the evaluation, transfer, assignment, sale and/or resale of the above-referenced policy.

____
Signature of policy **owner**

____
Printed name of owner

____
Date signed by owner

Must Be Notarized

State of ________________________

County of _______________________

Subscribed, sworn to and acknowledged before me this ________ day of __________________, 20__.

____
Signature of Notary Public

____
Printed name of Notary Public

____
My Commission Expires

THIS FORM MUST BE COMPLETED IN DUPLICATE

Building 11, Piedmont Center, 3495 Piedmont Road, NE, Suite 910 ■ Atlanta, Georgia 30305 ■ Phone: 404-233-8275 ■ Fax: 404-233-9394

Copyright 2007, Habersham Funding LLC