

Exhibit B



**State of Florida
Viatical Settlement
Purchase Agreement**

VIATICAL SETTLEMENT PURCHASE AGREEMENT
No modifications to this Contract may be made without the
written consent of Mutual Benefits Corp.

THIS VIATICAL SETTLEMENT PURCHASE AGREEMENT (Agreement) is made this _____ day of _____, 200____, by and between Mutual Benefits Corp., Florida Viatical Provider License Number 69004 and _____, the Viatical Settlement Purchaser, hereinafter referred to as "Purchaser", upon the following terms and conditions. This Agreement covers the purchase of an interest in the death benefit of a life insurance policy or policies insuring the life of persons who are either terminally ill or have an estimated life expectancy of 72 months or less.

WHEREAS, Mutual Benefits Corp., located at 200 East Broward Blvd., 10th Floor, Ft. Lauderdale, FL 33301, telephone number (954) 525-8885 or (800) 896-7990, is in the business of facilitating the purchase and sale of life insurance policy death benefits; and

WHEREAS, the Purchaser has reviewed and approves and adopts the criteria utilized by Mutual Benefits Corp. to purchase said benefits; and

WHEREAS, the Purchaser acknowledges that the economic benefit derived from the transaction(s) contemplated by this Agreement will result solely from the maturity of the life insurance policy(ies) upon the death of the insured(s), and will not be derived from the efforts of any person or entity employed by or associated with Mutual Benefits Corp., and the Purchaser expressly waives any and all claims to the contrary; and

WHEREAS, both parties understand and agree that neither Mutual Benefits Corp., nor any representative of Mutual Benefits Corp., is in any way acting as an insurance agent, broker, dealer or representative, or a securities broker, dealer or representative, and the parties further agree that this transaction does not constitute the offer for sale or the sale of a security.

I. AMOUNT OF PURCHASE

1) The Purchaser hereby agrees to deposit the sum of \$ _____ with Union Planters Bank, N.A. the Escrow Agent, for the purpose of acquiring the death benefit of a life insurance policy(ies) which will be allocated as set forth herein.

2) The only benefit the Purchaser will receive pursuant to this Agreement will be payment of the agreed portion of the death benefit upon the maturity of the life insurance policy(ies).

3) Policies are priced at a discount of the death benefit which depends on the projected life expectancy of each insured. Mutual Benefits Corp. makes no representation or warranty as to the specific date when a policy will mature. The return realized by the Purchaser does not

represent an annual return. An annual return cannot be determined until the policy(ies) in which the Purchaser obtains an interest matures.

II. TERMS OF THE AGREEMENT

4) Mutual Benefits Corp. shall assist Purchaser in the purchase of the death benefit of life insurance policies of individuals which comply with the following criteria:

- a) Insurance carrier must have a current rating of "B+" or better from A.M. Best.
- b) Policy must be beyond the contestability period.
- c) All life expectancies of insureds will be determined by either an independent reviewing physician or a medical review company taking into account the insured's age, current medical history, and, where applicable, insurance industry actuarial guidelines.
- d) Prior to closing, Purchaser will receive from Mutual Benefits Corp. information regarding specific policy(ies) that may be purchased in accordance with the terms of this Agreement to assist the Purchaser in evaluating whether the policy satisfies his/her requirements.
- e) Due to confidentiality and privacy laws, the names of the insureds cannot be disclosed to the Purchasers. Insureds will be given a code number which will be recorded and maintained in Mutual Benefits Corp. and the servicing company's databases. All insurance company documents and the independent reviewing physician letter referred to in paragraph (f) below will have any identifying information regarding the insured redacted and it will be replaced with a code number assigned by Mutual Benefits Corp.
- f) After closing, Purchaser will receive from Mutual Benefits Corp. a coded copy of the original insurance policy, if applicable, along with a copy of the transfer of ownership document(s), if applicable, a copy of the change of beneficiary document(s) acknowledged by the insurance company and a copy of the estimated life expectancy report. All documents will be coded in accordance with paragraph (e) above.

5) Unless otherwise required by the life insurance company as described in paragraph 27, the Purchaser may designate himself or another individual as the primary beneficiary for any share in a life insurance policy death benefit he/she purchases.

6) The only life insurance policies which may be sold pursuant to this Viatical Settlement Purchase Agreement will be policies that provide for the change of ownership and/or the irrevocable designation of beneficiaries. Most, but not all of the insurance policy(ies) available through Mutual Benefits Corp., allow the Purchaser to designate the titleholder (owner) of the policy. For those policies that provide this ownership option, Mutual Benefits Corp. has arranged for the services of independent trustees. These trustees may be law firms, certified public accountants or licensed financial institutions. Some individual state's laws may require a viatical settlement company licensed by the state in which the insured resides to become the titleholder or owner of a life insurance policy being sold and to service the life insurance policy after the settlement is completed. In these states, the licensed viatical settlement company will hold ownership as agent for the trustee. The choice of trustee may be determined based upon the laws of the state in which the insured resides.

7) If the Purchaser is purchasing the entire death benefit of a policy, the Purchaser may elect to take title to the policy in one of the following ways: (a) in the individual Purchaser's name, (b) in the name of one of the independent trustees pursuant to a written trust agreement, or (c) the Purchaser may designate another individual or entity to take title. If the Purchaser is purchasing less than the entire death benefit, then a trustee, or licensed viatical settlement company shall hold title (ownership) of the policy(ies) on behalf of all beneficiaries. All policies will have either an absolute assignment of ownership, an irrevocable change in beneficiaries, or both.

8) There are certain post-closing servicing activities that must be undertaken. Mutual Benefits Corp. does not perform these services. These servicing activities include but are not limited to paying policy premiums on a timely basis, maintaining contact with the insured, tracking the health status of the insured (alive or not alive), monitoring the status of disability claims by insured, converting group policies to individual plans of insurance and filing claims for benefits and death certificates with the insurance companies. If the Purchaser becomes the titleholder (owner) of the policy(ies), then the Purchaser must select either Viatical Services, Inc. or designate another servicing company to undertake these responsibilities. If the Purchaser designates a trustee or another entity to hold title to the policy on his/her behalf, the trustee or the other entity should select a servicing company to undertake these responsibilities. If the Purchaser is not purchasing the entire death benefit, then the trustee, will arrange for servicing of the policy. The trustee currently uses Viatical Services, Inc. to perform the above described activities. If a Purchaser, purchasing the entire death benefit of a policy, elects to hire a servicing company to perform post closing services other than Viatical Services, Inc., then the Purchaser shall be entitled to a \$1,000.00 rebate on that policy from Mutual Benefits Corp. after the change of beneficiary document(s) have been acknowledged and without the transaction being rescinded by any party.

9) Purchaser hereby represents and warrants that he/she is sophisticated in financial matters and/or has access to professional advice, has adequate means for providing for current financial needs and possible personal contingencies, and also acknowledges that once the policy closes the

funds committed are not liquid and the funds are not available until the policy matures. Purchaser hereby also acknowledges that the life expectancy(ies) provided by the reviewing physicians are only estimates. Mutual Benefits Corp. does not make any warranties regarding the accuracy of these estimates. Purchaser further acknowledges that the policy may mature before or after the projected life expectancy. Purchaser also represents that he/she is able to bear the risk of the purchase of a policy(ies) for an indeterminate period and will only commit himself/herself to a purchase which bears a reasonable relationship to his/her net worth.

10) Purchaser represents and warrants that the death benefit of the policy(ies) is being acquired solely for the Purchaser and not for the distribution, assignment or resale to others, and no such other person has a direct or indirect interest in such policy(ies). Further, Purchaser represents that by reason of his/her business and financial experience or that of those retained to advise Purchaser, Purchaser has the capacity to understand this Agreement and the proposed purchase and to protect himself/herself with respect thereto.

11) Purchaser is a bonafide resident of the state listed herein and the address and other information herein are true and correct.

12) Purchaser acknowledges that Mutual Benefits Corp. has made available to him/her or his/her personal representative or advisor the opportunity to obtain additional information regarding this transaction and the business of Mutual Benefits Corp. beyond that contained in any documentation previously provided. The Purchaser also acknowledges that he/she has also had the opportunity to evaluate the merits and risks of this relationship and the purchase of the death benefits of the life insurance policies.

13) Purchaser acknowledges that he/she understands the meaning and legal consequences of the above representations and warranties and that Mutual Benefits Corp. has relied on these representations and warranties in entering into this Agreement. Purchaser agrees to hold harmless Mutual Benefits Corp. and its principals, agents, and employees from any damage or liability due to or arising out of a breach of any representation or warranty made herein by Purchaser.

14) Purchaser authorizes Mutual Benefits Corp. to enter into any agreements or contracts which may be necessary for the purchase of death benefits on behalf of the Purchaser which fall within the agreed underwriting criteria set forth in this Agreement and related documents provided by Mutual Benefits which more fully describe said criteria.

15) Purchaser appoints Union Planters Bank, N.A., as Escrow Agent for the purpose of holding funds for the purchase of the death benefit of a life insurance policy(ies). The sole responsibilities of the Escrow Agent are:

- a) To hold the funds forwarded by the Purchaser pursuant to this Agreement.
- b) To hold the documents received from the seller of a policy.
- c) To receive and review written confirmation that the insurance company has accepted, recognized and/or noted on its books and records the transfer of the policy ownership, if applicable, and the change of beneficiary(ies) to the Purchaser, or his/her designee.
- d) To disburse the closing proceeds.
- e) When so designated, act as beneficiary of record for the Purchaser(s) and receive and disburse payment of the life insurance policy death benefit(s).

Purchaser understands that the Escrow Agent is not representing him/her in this transaction, is not rendering any services to Purchaser and has no responsibility with regard to this transaction other than to comply with the terms of the escrow.

16) In those cases where ownership of a life insurance policy is being transferred, the Escrow Agent, will not release any of the Purchaser's funds to the seller of the policy until such time as Escrow Agent has written acknowledgment from the seller's insurance company of the change in ownership. The Escrow Agent will not release any of the Purchaser's funds to Mutual Benefits Corp. or any other third party until such time as the Escrow Agent has written acknowledgment from the seller's insurance company of the change of beneficiaries reflecting the Purchaser(s) of the policy or his/her designees. In those cases where the ownership of the policy is not being transferred, the Escrow Agent will not release any funds to the seller, Mutual Benefits Corp. or any other third party until it has a written acknowledgment from the seller's insurance company of the designation of irrevocable beneficiary(ies).

17) In performing its duties as Escrow Agent, Union Planters Bank, N.A., shall not incur any liability to Mutual Benefits Corp. or to Purchaser for any damages, losses or expenses which either party may sustain or incur, unless the same is a direct result of the gross negligence or intentional misconduct of Escrow Agent. Escrow Agent shall be protected in any action taken or omitted in good faith with respect to its duties and responsibilities. Escrow Agent shall be entitled to rely on any document(s) which Escrow Agent reasonably believes satisfy the tenor and conditions of the escrow. As such, Escrow Agent may act in reliance upon any writing or instruction or signature, including fax, which it in good faith believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such writing or instrument and may assume that any person purporting to give any writing, notice, advice, or instructions in connection with a change in ownership or beneficiary(ies) of a policy is authorized to do so. Mutual Benefits Corp. and Purchaser each hereby agree to indemnify and hold harmless Escrow Agent from and against all losses, claims, damages, liabilities and expenses which it may sustain or incur hereunder, including, without limitation, reasonable attorneys fees, which may be imposed upon Escrow Agent or incurred by Escrow Agent in connection with the performance of its duties.

18) Purchaser authorizes Mutual Benefits Corp. to file, complete and record any documents necessary to complete the change of ownership and/or designation of beneficiary with the insurance carrier.

19) Purchaser authorizes Mutual Benefits Corp. to do any and all other actions and enter into such further agreements as may be necessary to facilitate the purchase of the death benefit(s) of the life insurance policy(ies) and to obtain the acknowledgment of the change of beneficiary document(s) by the insurance company and the Purchaser agrees to timely execute any additional documents that Mutual Benefits Corp. or the insurance carrier may require. Purchaser also agrees to timely execute any additional document(s) that may be necessary for Mutual Benefits Corp. to satisfy its contractual obligations to insureds, viators, policy owners, or other Purchasers on a given policy as may be requested by Mutual Benefits Corp. or the trustee from time to time.

III. ACQUISITION AND CLOSING COSTS

20) Mutual Benefits Corp. makes no representations as to what specific net amount will be accepted by the viator or owner for the sale of any policy, nor the specific fees assessed by any third party(ies).

IV. PAYMENT OF FUTURE PREMIUMS

21) Future premiums, for a minimum of the life expectancy of the insured, or longer at Mutual Benefits Corp.'s discretion, shall be escrowed at the time of closing. For each policy, the Escrow Agent shall transfer these premiums directly to a trustee. The accrued interest on the trustee's account, unused premiums and other funds or property held by the trustee are not the property of the Purchaser, and the Purchaser has no right to any funds or property held by the trustee. Mutual Benefits Corp. has agreed that the accrued interest and any unused premiums may be retained as a reserve for payment of premiums on those policies where the insured outlives his/her projected life expectancy. Such reserves shall be used as needed to timely pay premiums.

22) Viatical Services Inc., in conjunction with its agreements with the trustees to provide post-closing services, has agreed to establish a premium reserve account to pay any unpaid premiums on a policy that exceeds the estimated life expectancy of the insured. Payments from this account are to be made only after the reserve of any interest or unused premium referenced in paragraph 21 above has been exhausted. Viatical Services, Inc.'s agreement to pay any unpaid premiums is limited to the exhaustion of the funds in its premium reserve account.

V. MISCELLANEOUS

23) This agreement is further subject to the following provisions:

- a) This Agreement shall be governed and construed under the laws of the state of Florida. The jurisdiction of all actions arising out of this Agreement and/or relating to its validity shall be in the state of Florida and the parties stipulate and agree that venue for any such actions shall be in Broward County.
- b) This agreement is binding upon the successors of the parties hereto.
- c) Any monies paid to the Escrow Agent shall not be credited to Purchaser's account until such time as the funds have cleared.
- d) Each party hereby represents that it or its representatives has the requisite authority to enter into this Agreement.
- e) Monies paid to the Escrow Agent shall accrue interest from the date of deposit of cleared funds with the Escrow Agent through the date of closing. Accrued interest on the funds used to purchase each policy shall be paid to the Purchaser separately after closing. Any amount of accrued interest less than ten Dollars (\$10.00) will be disbursed in accordance with the directions contained in paragraph 26 below.
- f) This Agreement is voidable by the Purchaser at any time within three (3) days after the disclosures mandated by Florida Statute §626.99236 are received by the Purchaser.
- g) In the event any portion of this Agreement is determined to be invalid, only that portion shall be invalid, but the remaining portions of this Agreement shall be valid and enforceable.
- h) The Purchaser agrees to notify, in writing, Mutual Benefits Corp. of any change in the Purchaser's mailing address.

24) This Viatical Settlement Purchase Agreement represents the complete and entire agreement between the parties hereto. All prior and contemporaneous, oral and written, agreements, statements, understandings or representations by any of the parties hereto, or their employees, representatives, or agents, are merged herein and extinguished hereby. No addition, modification, or waiver of any of the provisions of this Agreement shall be enforceable unless such addition, modification, or waiver is reduced to writing and signed by the parties hereto.

VI. PURCHASER OPTIONS

25) Type of Death Benefit(s) to be Purchased

<u>Estimated Life Expectancy</u>	<u>Dollar Amount of Purchase</u>	<u>Fixed Return on Dollar Amount of Purchase</u>
12 Months	_____	12% fixed return on purchase price
18 Months	_____	21% fixed return on purchase price
24 Months	_____	28% fixed return on purchase price
36 Months	_____	42% fixed return on purchase price
48 Months	_____	50% fixed return on purchase price
60 Months	_____	60% fixed return on purchase price
72 Months	_____	72% fixed return on purchase price
Other	_____	___% fixed return on purchase price

Total amount \$ _____ to be allocated amongst the above estimated life expectancies.

If more than one death benefit is to be purchased, Mutual Benefits Corp. reserves the right to reallocate and vary the exact purchase price per policy by twenty percent (20%). This will not affect the fixed return on a policy. The total price of all the death benefits will not exceed the total amount listed above. The Purchaser hereby agrees that any funds that are not allocated for the purchase of death benefits in an amount less than ten Dollars (\$10.00) will be disbursed in accordance with the directions contained in paragraph 26 below.

26) With respect to any funds that are not allocated for the purchase of death benefits in an amount less than ten Dollars (\$10.00) or any amount of accrued interest due to the Purchaser in an amount less than ten Dollars (\$10.00), the Purchaser directs the Escrow Agent to take one of the following actions:

Select one option:

- _____ a) Donate the funds to an HIV/AIDS related charity.
- _____ b) Donate the funds to a cancer or heart disease research related charity.
- _____ c) Return the funds to the undersigned Purchaser.

If the Purchaser fails to select one of the above choices, then Purchaser agrees that any funds subject to this paragraph 26 may be transferred to either of the charities listed in sub-paragraphs (a) and (b) above.

II. BENEFICIARY INFORMATION

27) Some life insurance companies limit the total number of beneficiaries that may be recorded on a single life insurance policy. In this event, the Purchaser agrees that Mutual Benefits Corp. may designate and record as the beneficiary of record in the place of the Purchaser either the owner of the policy, a trustee, a bank or an escrow agent to receive payment of the death benefit from the insurance company on behalf of the Purchaser and/or to disburse to the Purchaser his/her share of the life insurance policy(ies) death benefit.

28) Some insurance companies will allow the Purchaser to designate two beneficiaries as "joint tenants with the right of survivorship". Such a designation means the death benefit will be paid jointly to the two beneficiaries, if living. Such a designation also means that if one beneficiary dies before the insurance policy matures the other beneficiary will receive the entire death benefit.

29) In addition to designating themselves or another individual as the primary beneficiary, subject to the provisions of paragraph 27 above, the Purchaser must designate a first and second preference for how his/her interest as a beneficiary will appear on the change of beneficiary form recorded by the insurance company. Please indicate your first preference by placing the number one (1) beside one of the options listed below and place the number two (2) beside your second preference. If Mutual Benefits Corp. cannot comply with one of the preferences it will contact the Purchaser to give the available options.

_____ Joint tenants with right of survivorship
_____ Separate property
_____ Other (Corp., trustee, IRA, etc.) _____
please indicate

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Primary Beneficiary (Purchaser)

Print Name (First, Middle, Last)

Circle one) Mr. Mrs. Ms.

Social Security or Tax ID#

Birthdate

Address

City, State, Zip Code

Home Telephone

Business Telephone

Joint Tenant (if applicable)

Print Name (First, Middle, Last)

(Circle one) Mr. Mrs. Ms.

Social Security or Tax ID#

Birthdate

Address

City, State, Zip Code

Home Telephone

Business Telephone

**REGARDLESS OF THE ABOVE PREFERENCE, PLEASE ALSO COMPLETE
PARAGRAPH 30 REGARDING AN ALTERNATE BENEFICIARY.**

30) The insurance companies customarily designate the beneficiary's estate as the alternate beneficiary if that beneficiary predeceases the insured. However, in some cases an insurance company will not pay the death benefit to an estate. Therefore, the Purchaser needs to provide alternate beneficiary information below.

Alternate Beneficiary (Only one or two individuals should be named.)

Print Name (First, Middle, Last)

(Circle one) Mr. Mrs. Ms.

Social Security or Tax ID#

Birthdate

Address

City, State, Zip Code

Home Telephone

Business Telephone

Print Name (First, Middle, Last)

(Circle one) Mr. Mrs. Ms.

Social Security or Tax ID#

Birthdate

Address

City, State, Zip Code

Home Telephone

Business Telephone

If a trust is to be a beneficiary, please list the following information and attach a copy of your Trust:

- a. Name of Trust _____
- b. Is the Trust revocable or irrevocable? _____
- c. Name of Trustee(s) _____
- d. Date of Trust Agreement _____

VIII. POLICY OWNERSHIP

31) Please check one of the following options if the Purchaser is purchasing the entire death benefit of a policy:

a. ☐ I designate an independent trustee individually, or corporately to be recorded as the policy owner.

b. ☐ I want the policy ownership recorded in my individual name.

c. ☐ I designate the following individual or entity to be recorded as the policy owner:

Name _____
Address _____
Phone _____ Fax _____

If the Purchaser is purchasing less than the entire death benefit payable under an insurance policy then an independent trustee, either individually or corporately, will be recorded as the policy owner.

IX. POLICY SERVICING ACTIVITIES

32) If the Purchaser selected ownership Option (b) or (c) in paragraph 31 above, the Purchaser should check one of the following options regarding how the Purchaser wants to have his/her policy(ies) serviced. For all policies owned by a trustee, the trustee will arrange for servicing of the policy with an entity other than Mutual Benefits Corp.

☐ I hereby designate Viatical Services, Inc. to perform post closing services on my behalf.

☐ I hereby designate the following servicing company to perform post closing services on my behalf:

Name _____
Address _____
Phone _____ Fax _____

X. DISCLOSURE TO VIATICAL SETTLEMENT PURCHASERS

Any person considering purchasing any portion of the death benefit of one or more life insurance policies should be aware of the following:

33) The returns available on viatical settlement contracts facilitated by Mutual Benefits Corp. are directly tied to the projected life expectancy of the insured.

34) The fixed return that a Purchaser may receive under the Viatical Settlement Purchase Agreement depends upon the price paid for the policy as a discount from its death benefit. The fixed return is determined by the projected life expectancy of the insured as set forth below:

<u>Projected Life Expectancy</u>	<u>Fixed return on Dollar Amount of Purchase</u>
A. 12 months	12% fixed return on purchase price
B. 18 months	21% fixed return on purchase price
C. 24 months	28% fixed return on purchase price
D. 36 months	42% fixed return on purchase price
E. 48 months	50% fixed return on purchase price
F. 60 months	60% fixed return on purchase price
G. 72 months	72% fixed return on purchase price

The above returns are fixed and not annualized returns.

35) Pursuant to the terms of the Viatical Settlement Purchase Agreement, Mutual Benefits Corp. will escrow with a trustee funds for future premium payments for a minimum of the projected life expectancy of the insured, or longer at the company's discretion, and has agreed that the interest on those funds and any unused premiums may be retained as a reserve for payment of premiums on those policies where the insured outlives his/her projected life expectancy. Additionally, Viatical Services, Inc., a company the Purchaser may select to perform post closing services, has agreed to establish a premium reserve account to pay unpaid premiums for those policies that exceed their projected life expectancy if the above referenced trustee premium reserves are ever exhausted. Viatical Services, Inc.'s agreement to pay any unpaid premiums is limited to the exhaustion of the funds in its premium reserve account. In the event the trustee and Viatical Services, Inc.'s respective premium reserve accounts are exhausted, the Purchaser may be responsible for a payment of his/her pro rata share of any unpaid premium. In the event the Purchaser is required to pay premiums, such payments will reduce the fixed returns referenced above.

36) Mutual Benefits Corp. pays the following costs associated with the closing of a policy:

- (a) Reviewing physician's or company's fee
- (b) Attorneys' fees or other legal costs of closing
- (c) Trustee(s) fee
- (d) Viatical Services, Inc.'s fee
- (e) Premium payments for a minimum of the projected life expectancy of the insured
- (f) IRA establishment and annual administration fee for the first year only

If the Purchaser is using funds from an IRA or other type of retirement plan, he/she will be responsible for paying administrative fees charged by the plan after the first year. These charges, if any, will reduce the fixed returns referenced above.

37) Viatical Services, Inc. may track the insureds on behalf of Purchasers. Viatical Services, Inc. is located at: 2755 E. Oakland Park Boulevard, Suite 230, Fort Lauderdale, FL, 33306.

38) Purchasers should also be aware that some types of group life insurance policies may contain limitations or caps in the amount of coverage that may be converted. Also, the conversion of a group policy to an individual policy may result in additional premium payments. Payment of additional premiums due to conversion if any, will be made in accordance with paragraph 35 above.

39) The life expectancy on any particular insured and the rate of return on a viatical settlement contract are only estimates and cannot be guaranteed.

40) The purchase of the death benefit of one or more life insurance policies should not be considered a liquid purchase. While every attempt is made to determine the insured's life expectancy at the time of purchase, it is impossible to predict the exact time of the insured's demise. As a result, the Purchaser's funds will not be available until after the death of the insured. It is entirely possible that the insured could outlive his/her life expectancy, which would delay payment of the death benefits under the Viatical Settlement Purchase Agreement.

41) The independent trustee is responsible for making the premium payments for the estimated life expectancy of the insured. The procedure for making premium payments for policies exceeding life expectancy are set forth in paragraphs 21, 22, and 35 of this Agreement. The current trustee is Anthony M. Livoti, Jr., P.A. Mr. Livoti's address is 721 N.E. 3rd Avenue, Ft. Lauderdale, Florida 33301.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the first date written above.

MUTUAL BENEFITS CORP.

By: _____

Dated: _____

**VIATICAL SETTLEMENT
PURCHASER(S)**

Signature

Print Name (First, Middle, Last)
(Circle one) Mr. Mrs. Ms.

Dated:

Address

City, State, Zip

Telephone Number

Facsimile Number

**VIATICAL SETTLEMENT
PURCHASER(S)**

Signature

Print Name (First, Middle, Last)
(Circle one) Mr. Mrs. Ms.

Dated:

Address

City, State, Zip

Telephone Number

Facsimile Number

**AMENDMENT TO PARTICIPATION AGREEMENT
OR VIATICAL SETTLEMENT PURCHASE AGREEMENT**

This Agreement hereby amends the previous Participation Agreement/Viatical Settlement Purchase Agreement dated _____, _____, by and between MUTUAL BENEFITS CORP., and _____, hereinafter referred to as "Purchaser" in order that MUTUAL BENEFITS CORP. and/or its nominees and assigns may be designated as the owner of each policy(ies). The life insurance policy(ies) sold under this amendment will be a policy(ies) that will have either an assignment of ownership or an irrevocable change in beneficiary(ies), or both.

I HAVE READ THE FOREGOING AND I ACKNOWLEDGE RECEIPT OF THIS AMENDMENT TO MY PARTICIPATION AGREEMENT/VIATICAL SETTLEMENT PURCHASE AGREEMENT AND HEREBY AGREE TO ITS TERMS THIS _____ DAY OF _____, 200_____.

**VIATICAL SETTLEMENT
PURCHASER(S)**

Signature

Print Name (First, Middle, Last)
(Circle one) Mr. Mrs. Ms.

Dated: _____

Address

City, State, Zip

Telephone Number

Facsimile Number

**VIATICAL SETTLEMENT
PURCHASER(S)**

Signature

Print Name (First, Middle, Last)
(Circle one) Mr. Mrs. Ms.

Dated: _____

Address

City, State, Zip

Telephone Number

Facsimile Number

MUTUAL BENEFITS CORP.

PURCHASER SUITABILITY QUESTIONNAIRE

Anyone interested in purchasing an interest in the death benefit of one or more life insurance policies through Mutual Benefits Corp. must read and complete this form in its entirety.

If anyone else is signing the same Viatical Settlement Purchase Agreement that you are signing, please specify the name(s) of these individuals:

If a corporation, partnership, or other organization specifically formed for the purpose of acquiring an interest in a death benefit of one or more life insurance policy(ies) has signed the Viatical Settlement Purchase Agreement, each equity owner of the corporation, partnership, or other organization must complete a separate Purchaser Suitability Questionnaire.

Personal Information

Name _____

Address _____

Telephone

Home () _____

Work () _____

Date of Birth _____

Occupation _____

Highest level of formal education _____

Number of dependents _____

Marital Status

☐ Single

☐ Married

☐ Divorced

☐ Separated

☐ Widowed

Spouse Information

Name _____

Occupation _____

Highest level of formal education _____

Income Information

Please provide the information requested below. Please also specify if you are completing this Purchaser Suitability Questionnaire individually or jointly with your spouse.

- ☐ Individually ☐ Jointly With Spouse

Please provide annual gross income in U.S. Dollars (\$USD) for each time period indicated:

- | The current tax year (expected) | The prior tax year |
|--|--|
| <input type="checkbox"/> \$100,000 or less | <input type="checkbox"/> \$100,000 or less |
| <input type="checkbox"/> At least \$100,000
but not more than \$200,000 | <input type="checkbox"/> At least \$100,000
but not more than \$200,000 |
| <input type="checkbox"/> At least \$200,000
but not more than \$300,000 | <input type="checkbox"/> At least \$200,000
but not more than \$300,000 |
| <input type="checkbox"/> At least \$300,000 | <input type="checkbox"/> At least \$300,000 |

What are the sources of your income? Please check all that apply.

- ☐ Employment ☐ Inheritance or Trust
☐ Savings and Investment ☐ Other (please describe) _____

Personal Net Worth Information

What is your net worth in U.S. Dollars, excluding the fair market value of your home, home furnishings, and automobiles? Please select only one category.

- ☐ It is less than \$500,000 and is \$ _____.
- ☐ At least \$500,000 but not more than \$1 million
- ☐ More than \$1 million, but not more than \$1.5 million
- ☐ More than \$1.5 million, but not more than \$2 million
- ☐ More than \$2 million, but not more than \$2.5 million
- ☐ More than \$2.5 million, but not more than \$3 million
- ☐ More than \$3 million, but not more than \$3.5 million
- ☐ More than \$3.5 million, but not more than \$4 million
- ☐ More than \$4 million, but not more than \$4.5 million
- ☐ More than \$4.5 million, but not more than \$5 million
- ☐ In excess of \$5 million

Investment Information & Experience

Please check the box next to each of the following forms of investment in which you have participated.

- | | | |
|---|--|---|
| <input type="checkbox"/> Mutual Funds | <input type="checkbox"/> IRAs or SEPs | <input type="checkbox"/> Annuities |
| <input type="checkbox"/> Stocks/Equities | <input type="checkbox"/> 401(k) or Keogh plans | <input type="checkbox"/> Commercial Paper |
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Real Estate | <input type="checkbox"/> Limited Partnerships |
| <input type="checkbox"/> CDs | <input type="checkbox"/> Options | <input type="checkbox"/> Futures |
| <input type="checkbox"/> Viatical Settlements | <input type="checkbox"/> Life Settlements | <input type="checkbox"/> Other |

If you selected "Other", please describe: _____

Representations

I have carefully examined my financial resources, investment objectives, and tolerance for risk. After conducting this examination and reviewing the terms of the Viatical Settlement Purchase Agreement, I have determined that this purchase is appropriate for me.

I sufficiently understand the risk factors and objectives associated with this investment, either independently or as explained to me by one or more professional financial advisors not affiliated with or in any way compensated by Mutual Benefits Corporation or its representatives.

I have adequate means of providing for my current financial needs and personal contingencies, have no need for liquidity in this investment, and I am able to bear the financial risk of a purchase of life insurance policy death benefits for an indefinite period of time.

I have read and completed this Purchaser Suitability Questionnaire. I represent and warrant that the information contained herein is complete and accurate and may be relied upon by Mutual Benefits Corporation. I also agree to notify Mutual Benefits Corporation of any material change in any of the information herein prior to my purchase.

Signature: _____ Date: _____

Print Name: _____

By joining in this Purchaser Suitability Questionnaire through my signature below, I make all of the same representations and warranties appearing in this Purchaser Suitability Questionnaire.

Spouse: _____ Date: _____

Print Name: _____

TRUST AGREEMENT

THIS TRUST AGREEMENT is entered into this _____ day of _____, 200____, between _____ hereinafter referred to as the VIATICAL SETTLEMENT PURCHASER (PURCHASER) and _____, hereinafter referred to as the TRUSTEE.

1. The PURCHASER acknowledges entering into a separate written Viatical Settlement Purchase Agreement with MUTUAL BENEFITS CORP. through which PURCHASER has agreed to buy all of or a portion of the death benefit in a life insurance policy(ies), and has elected to have a trustee perform certain services that MUTUAL BENEFITS CORP. does not provide.

2. The PURCHASER hereby agrees that the Trustee, or a viatical settlement company licensed by the state where the insured resides, will be recorded as the owner of the life insurance policy that the PURCHASER has agreed to buy all of or a portion of a death benefit of pursuant to the Viatical Settlement Purchase Agreement. The PURCHASER also acknowledges and agrees that the Viatical Settlement Purchase Agreement provides that in the event an insurance company limits the total number of beneficiaries to be recorded on a single life insurance policy that the owner of the life insurance policy, the TRUSTEE, a bank or an escrow agent may be designated and recorded as the beneficiary of record in the place of the PURCHASER and as such may receive payment of the death benefit from the insurance carrier on the PURCHASER's behalf and will disburse to the PURCHASER his/her share of the life insurance policy(ies) death benefit.

3. The PURCHASER acknowledges that certain post-closing activities must be performed in order to maintain the PURCHASER's interest in the policy(ies) death benefit. The PURCHASER agrees that the TRUSTEE, may contract with a servicing company to provide these post-closing services, including, but not limited to, timely notifying the TRUSTEE of premium due dates, maintaining current contact information on the insured, tracking the insured's status (alive or not alive), monitoring the status of disability claims by the insured(s), converting group life insurance policies to individual plans of insurance and filing claims for benefits and death

certificates with the insurance company(ies). The PURCHASER has been given the option of hiring a company to perform these services other than Viatical Services, Inc., but has declined.

4. The TRUSTEE, has entered into a contract with Viatical Services, Inc., to provide post-closing services. The TRUSTEE retains the right to engage other servicing companies in its sole discretion to provide post-closing services. Fees for post-closing services are paid at the time of closing and are provided at no charge to the PURCHASER.

5. The TRUSTEE has agreed to hold in escrow future premiums received at the time of closing for the projected life expectancy of any policy in an interest-bearing account(s). The accrued interest on the TRUSTEE'S account, unused premiums and other funds or property held by the trustee are not the property of the Purchaser, and the Purchaser has no right to any funds or property held by the TRUSTEE. Interest earned on the TRUSTEE'S account(s) and any unused premiums may be retained in the TRUSTEE=s account as a reserve for payment of premium on any policy where the insured outlives the projected life expectancy or premiums increase as a result of policy conversion or rate increases. This reserve may be used by the TRUSTEE as needed, to the extent funds are available, to pay premiums for any policy(ies) the TRUSTEE owns.

6. Viatical Services, Inc., has agreed to establish a premium reserve account to pay premiums on a policy(ies) that it services that exceeds life expectancy, provided that the TRUSTEE has applied for disability premium waiver when available and has first exhausted all funds provided to the TRUSTEE for that policy, and exhausted all available reserves that have accumulated in his account as described in paragraph five.

7. Future premiums on a policy will be paid or satisfied by (1) application for disability premium waiver when applicable, (2) payment by the TRUSTEE from funds designated for the particular policy at the time of closing, (3) payment by the TRUSTEE from the reserve funds as described above, which have accumulated in the TRUSTEE=s account, (4) Viatical Services, Inc., up to the amount of funds in its premium reserve account, or any other service company that provides premium coverage as part of its service, or (5) pro rata by the PURCHASER(S).

8. If, for any reason, the TRUSTEE cannot confirm that future premiums on any policy will be satisfied from the sources outlined in the first four options listed in paragraph seven above, then the TRUSTEE will notify the PURCHASER ninety (90) days before the next premium is due. Upon receipt of such notice, PURCHASER will provide the TRUSTEE with his/her pro rata share of the premium payment. If any PURCHASER fails to pay his/her pro rata share of the premium payment, then the other PURCHASER(s) on the policy shall have the right to pay the remaining balance due and shall thereafter have the right to recover the amount paid from the delinquent PURCHASER(s). The TRUSTEE shall also have the right, but not the obligation, to pay the pro rata share of any PURCHASER(s) failing to pay his/her pro rata share of the premium payment from his own funds. The TRUSTEE shall also have the right, but not the obligation, to file suit for the recovery of the amount(s) paid on behalf of the delinquent PURCHASER(s). In the event of any litigation arising from this paragraph, the prevailing party shall be entitled to recover attorney's fees and court costs.

9. The TRUSTEE, or his successor in trust, shall not be responsible for, or liable on account, of any conduct of performance or non-performance of any third party(ies), its agents or employees.

10. When the TRUSTEE is notified of the death of an insured, the TRUSTEE shall assist the PURCHASER in being paid the PURCHASER'S pro rata share of the death benefit payable under the life insurance policy(ies) in which the PURCHASER has acquired an interest. Once the PURCHASER is paid, the TRUSTEE's duties under this Agreement shall immediately cease and the TRUSTEE shall be thereafter forever relieved and fully discharged from any liability or responsibility in connection herewith.

11. The PURCHASER acknowledges that the TRUSTEE is not an employee of any of the parties to this transaction, but is only engaged to perform the post-closing services as described herein. The TRUSTEE is paid a fee for his services at the time of closing, as part of the acquisition cost of a policy.

12. The TRUSTEE shall have the right to resign as TRUSTEE, but shall provide the PURCHASER(S) with 90 days notice prior to the effective date of said resignation. After resigning, the TRUSTEE shall have no further duties or obligations to the PURCHASER, except to see that the policy is transferred to a successor TRUSTEE.

13. In the event that more than one party makes claim to a policy or beneficial interest of a policy, the TRUSTEE may interplead the policy or any funds therefrom into a court of competent jurisdiction. Thereafter, the TRUSTEE shall be released from any and all liability relating to or arising from the policy or the underlying transaction.

14. The PURCHASER shall indemnify the TRUSTEE, or any officers or employees of the TRUSTEE and hold the TRUSTEE harmless from and against any and all claims, actions, suits, proceedings, whether groundless or otherwise, and from and against any and all liability, loss, damage, cost and expense of every nature whatsoever, arising out of this Agreement or the transactions contemplated hereby, unless any such loss, liability, damage, cost or expense is directly caused by the gross negligence or willful misconduct of the TRUSTEE.

15. The Agreement shall be binding upon the PURCHASER's heirs, representatives, and/or assigns and the TRUSTEE's successors.

16. If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions hereof shall be severable.

17. This Agreement shall be governed and construed under the laws of the State of Florida. The jurisdiction of all actions arising out of this Agreement and/or relating to its validity shall be in the State of Florida and the parties stipulate and agree that venue for any such action shall be in Broward County, Florida.

18. All notices or correspondence shall be provided to the parties at the addresses below:

19. The PURCHASER agrees to notify, in writing, the TRUSTEE of any change in his/her address.

20. At the TRUSTEE'S request, the PURCHASER also agrees to timely execute any additional document(s) that may be necessary for the continued maintenance of a policy.

TRUSTEE:

NAME: _____

ADDRESS: _____

TRUSTEE SIGNATURE

**VIATICAL SETTLEMENT
PURCHASER(S)**

Signature

Print Name (First, Middle, Last)
(Circle one) Mr. Mrs. Ms.

Dated: _____

Address

City, State, Zip

Telephone Number

Facsimile Number

**VIATICAL SETTLEMENT
PURCHASER(S)**

Signature

Print Name (First, Middle, Last)
(Circle one) Mr. Mrs. Ms.

Dated: _____

Address

City, State, Zip

Telephone Number

Facsimile Number



RETIREMENT ACCOUNTS, INC.

Retirement Accounts, Inc. (RAI)
717 17th Street, Suite 1700
Denver, Colorado 80202-3323
1-800-325-4352

Please direct mail to:
P.O. Box 173785
Denver, CO 80217-3785
www.retirementaccountsinc.com

Traditional Self-Directed Individual Retirement Account Application

Establishment and Appointment

I, the undersigned Account Owner, hereby establish a Traditional Individual Retirement Account ("IRA") under the IRA Plan and Trust Agreement, which, along with the additional documents referenced in this Application, is incorporated within this Application by this reference. I designate Retirement Accounts, Inc. ("RAI") as Trustee of this IRA and make the following declarations.

(Please complete, sign and return this Application with your contribution and applicable fees. Be sure to keep a copy for your records. Please print or type. All fields must be completed. If not applicable, please indicate by printing "N/A" or "None" where appropriate.)

Account Owner Information

Full Name _____

Mailing Address _____

City/State/Zip _____

Residence Address (If different from Mailing Address.) _____

City/State/Zip _____

Home Telephone () _____

Business Telephone () _____

Social Security Number _____

Birth Date _____

Plan Information

This is an (choose one):

- ☐ IRA or
☐ Simplified Employee Pension ("SEP") IRA (Your employer must also have adopted and signed a SEP IRA plan document.)

For this IRA, I elect to be covered under the (choose one):

- ☐ Simple Fee Schedule ☐ Flexible Fee Schedule

Notes: If no box is checked, your IRA will be treated as a Simple Fee Schedule unless you purchase, transfer or roll over assets which are not allowed within a Simple Fee Schedule, in which case it will be converted to the Flexible Fee Schedule. Unfunded accounts and accounts with zero value continue to incur administration fees. An account will be charged fees for the entire calendar quarter during which it is open. If you plan to make a cash and/or noncash transfer or rollover to this IRA, please complete a Transfer/Rollover Form.

Your Beneficiary Designation

I designate the following persons as primary and contingent beneficiaries to receive, upon my death, my interest in this Traditional IRA

according to the terms of the IRA Plan and Trust Agreement, hereby revoking any such prior designations made by me. (Attach additional sheets if necessary and provide for each beneficiary the information requested in the following format.)

Primary Beneficiary(ies)

1. Full Name _____

Mailing Address _____

City/State/Zip _____

Birth Date _____

Social Security Number _____

Relationship _____

Share % _____

2. Full Name _____

Mailing Address _____

City/State/Zip _____

Birth Date _____

Social Security Number _____

Relationship _____

Share % _____

Consent of Spouse for Community Property Assets

This section, if applicable, must be signed and dated by the spouse of the Account Owner.

1. If the Account Owner is married and has designated any Primary Beneficiary other than his/her spouse; and
2. If the Account Owner's IRA includes or will include property in which his/her spouse possesses a community property interest or other type of property interest. (As of this printing the community property states are Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin.)

I, the undersigned spouse of the Account Owner named above, hereby consent to and accept the beneficiary designation, without regard to whether I survive or predecease my spouse.

Signature of Spouse _____

X

Date _____

(Continued on next page.)

Traditional Self-Directed Individual Retirement Account Application(Continued)

Contingent Beneficiary(ies) (in case of death of primary beneficiary).

1. Full Name

Mailing Address

City/State/Zip

Birth Date

Social Security Number

Relationship

Share %

2. Full Name

Mailing Address

City/State/Zip

Birth Date

Social Security Number

Relationship

Share %

Cash Investment

I direct RAI to automatically deposit all cash contributions, rollovers, transfers, earnings and other cash into the FDIC-insured Peak Money Market Account. I understand that my cash is available whenever needed for other investments or withdrawals. First Trust Corporation, Retirement Accounts, Inc. and Resources Trust Company are a single FDIC insured institution. Accordingly, deposits among these entities are not separately insured.

Trade Authorization by Phone (TAP)

I have read the Trade Authorization by Phone (TAP) section of the Instructions to the Traditional IRA Application, and I direct RAI to honor transaction requests made by telephone, on behalf of my account, in accordance with that Authorization.

☐ Yes ☐ No

(If left blank, telephone trading requests will be accepted.)

Check Enclosure Summary (Contribution Description)

IRA Contribution for 20____

\$

IRA Contribution for 20____

\$

Employer SEP Contribution

\$

Cash Rollover Contribution

\$

Establishment Fee*
(\$25 Simple, \$50 Flexible)

\$

Annual Administration Fee
(Simple*: \$58; Flexible:
.4% of asset value billed biannually)

\$

Total Enclosed (Make checks payable to
Retirement Accounts, Inc.)

\$

(*) These fees must be paid at the time of application.

Your Acknowledgement and Signature

I, the undersigned, have read, understand and agree to all of the terms as set forth in the Traditional IRA Application, IRA Plan and Trust Agreement, IRA Disclosure Statement and the Instructions and Additional Terms and Conditions (collectively, "Plan Documents"), and that I have retained the Plan Documents including a copy of this completed Application. I further specifically acknowledge that I have read, understand and agree to the Arbitration Statement and the Trustee's IRA Fee Schedule that are part of the Plan Documents, and I understand that fees are not prorated upon establishment or termination and consent to have my conversations with RAI recorded.

Account Owner's Signature

X

Date

When the plan has been accepted by Retirement Accounts, Inc., you will be sent an account establishment confirmation letter showing your account number and account information. Trading cannot proceed until an RAI account number has been assigned.

Please make a copy of this Application for your records.

Retirement Accounts, Inc. hereby accepts appointment as Trustee of this IRA.

Retirement Accounts, Inc. By:

Account Number [To be completed by Trustee.]

TAP ☐ Yes ☐ No



RETIREMENT ACCOUNTS, INC.

Retirement Accounts, Inc.
717 17th Street, Suite 1700
Denver, Colorado 80202-3323
1-800-325-4352

Please direct mail to:
P.O. Box 173785
Denver, CO 80217-3785

Note: This form can be used for a single Authorization To Pay IRA Funds to an Escrow Agent or Funding Company. The original form reflecting the Account Owner's original signature must be submitted to RAI. Any changes to this form (i.e., deletions or additions of text) must reflect the Account Owner's original initials on the change.

IRA Account Owner's Information

Name _____

Retirement Accounts, Inc. Account # _____

Address _____

City/State/Zip _____

Phone _____

Funding Company's Information

Name MUTUAL BENEFITS CORP.

Address 200 E. BROWARD BLVD. 10TH FLOOR

City/State/Zip FT. LAUDERDALE, FL 33301

Phone (800) 896-7990 (954) 525-8885

Escrow Agent's Information

Name UNION PLANTERS BANK N.A.

Address 2233 NORTH COMMERCE PARKWAY, SUITE 3

City/State/Zip WESTON, FL 33326

Phone (800) 833-2938 (954) 217-0975

IRA Trustee's Information

Retirement Accounts & Co
FBO (IRA Account Owner named above)
(IRA Account Owner's Account #)
P.O. Box 173785
Denver, CO 80217-3785
Fed./Tax ID Number 84-1314088

Instructions to IRA Account Owner

Please provide specific instructions below to ensure that there are sufficient funds in your Peak Money Market Account (for example, liquidate \$500 from XYZ mutual fund; liquidate 500 shares of XYZ mutual fund, etc.) Note: Stocks and other broker-held securities must be liquidated by your Designated Representative and not RAI.

IRA Account Owner's Authorizations, Acknowledgements and Signature

In accordance with the Articles of my Self-Directed IRA Plan and Trust Agreement with Retirement Accounts, Inc. (RAI), as amended from time to time, I (the IRA Account Owner) hereby authorize RAI to:

Authorization To Pay IRA Funds to an Escrow Agent or Funding Company (Viatical Investment Form)

Pay the Following Amount

\$ _____ for one transaction.

To the Following Payee (please check only one box)

☐ A. the Funding Company named above,

☒ B. the Escrow Agent named above,

☐ C. other: _____

thereby entering my IRA into the attached agreement described as: _____ hereinafter called the Agreement upon which I have placed my signature of approval as to form and content and upon which RAI passes no judgment as to adequacy in relation to any regulatory criteria and suitability standards.

I understand that I am required to submit a signed copy of the Agreement described above (from the Escrow Agent and/or Funding Company) with this form, and that the transaction may be delayed if the Agreement(s) is not provided.

I warrant and represent and agree to the following (which warranty, representation and agreement continues in effect after the acceptance of this form by RAI):

I have read and fully understand the attached Agreement prepared and provided to me by the Escrow Agent or Funding Company and I fully understand: any and all risks which may be associated with such instruments and in authorizing the commitment of self-directed IRA assets to the Escrow Agent or Funding Company under the Agreement; and that I alone bear any such risks.

I understand that RAI has no investment discretion with respect to my self-directed IRA assets. I understand that RAI does not sell securities or offer any investment advice or offer any legal advice. I have sole authority and discretion, fully and completely, to select the investment of assets in my IRA. I accept full and sole responsibility for the success or failure of any selection that I make. I understand that RAI does not review or monitor investments for the purpose of evaluating or ensuring that such investments comply with any legal requirement. This obligation rests solely with the Account Owner, the Designated Representative or the party who promotes or offers the investment. Specifically, RAI has no responsibility to monitor investments to ensure that they (or those who promote, offer or sell such investments) are in compliance with state and federal laws and regulations (including licensing requirements) relating to the registration, offer and sale of securities, or relating to the offer, sale or issuance of insurance, and that it is entirely my responsibility to do so.

I understand that neither the Escrow Agent nor the Funding Company is an agent of RAI. I understand that RAI is not an agent of either the Escrow Agent or the Funding Company and is not related to either the Escrow Agent or the Funding Company. I acknowledge that RAI did not introduce me to either the Escrow Agent or the Funding Company and that RAI did not introduce either the Escrow Agent or the Funding Company to me. I acknowledge that I alone selected the Escrow Agent and/or the Funding Company from the population at large.

I understand that it is my responsibility and not the responsibility of RAI to make certain that the Escrow Agent and/or Funding Company register(s) any entitlement created by and/or through and/or under the Agreement including any ownership of asset(s) or any beneficial interest in any pledge collateral in the name of RAI as custodian for my IRA as printed under IRA Custodian's Information above. I understand that any other registration may result in my IRA's loss of any entitlement and/or adverse federal tax consequences for me.

(Continued on the reverse side.)

Authorization To Pay IRA Funds (Viatical Investment Form) (continued)

I have sought independent legal tax counsel regarding such matters and attest that the transaction authorized hereon does not constitute ownership or investment in an insurance policy or contract as described in Section 408(a) of the Internal Revenue Code which would disqualify my IRA and create adverse federal tax consequences for me.

I understand that if the Escrow Agent or Funding Company is my Designated Representative according to my Self-Directed IRA Plan and Trust with RAI, I have authorized RAI to: deliver funds payable to the Escrow Agent or Funding Company at the written request of the Escrow Agent or Funding Company; and sign without consideration for any concern of mine, documents provided to RAI by the Escrow Agent or Funding Company at the written request of the Escrow Agent or Funding Company.

I understand that RAI may but is not obligated to request any proof of signature or other evidence which RAI deems necessary for RAI's protection. I understand that RAI reserves the right to refuse any request which in RAI's opinion may cause RAI undue administrative burden or expose RAI liability.

I understand that the responsibility for tracking this asset is my own and that RAI shall not be held liable in the event of error, omission, default, fraud, or negligence on the part of any third party I select to provide services to my self-directed IRA including but not limited to the Escrow Agent and/or Funding Company. I understand that RAI will not hold or otherwise safe keep or safeguard any original pledged collateral documents. I understand that RAI will not investigate security positions and/or clarity of title of any pledged collateral with the Escrow Agent or Funding Company. I understand that RAI will not ever verify the existence or status of any pledged collateral. I understand that RAI bears no responsibility to evaluate or react to any changes in performance of my self-directed IRA assets. I understand that RAI does not evaluate the safety, performance or any other attribute of my IRA assets and is not obligated in any way to take any action unless instructed by me and even then only if doing so does not in RAI's opinion cause RAI undue administrative burden or expose RAI to liability.

I understand that it is my responsibility to make certain that either the Escrow Agent or Funding Company provides to RAI any detailed reporting of market value of my IRA assets which RAI requires to fulfill Federal Tax reporting duties. I understand that it is my responsibility to insure that the Escrow Agent or Funding Company provides me with any information I deem necessary to evaluate the ongoing risks related to depositing funds under the Agreement and to evaluate the status and/or value of any asset or any pledged collateral. I understand that RAI does not guarantee the accuracy of any reporting provided to RAI and/or me from the Escrow Agent or Funding Company. I understand that I alone bear full responsibility for any lack, inadequacy or inaccuracy of reporting to RAI and/or me by the Escrow Agent or Funding Company.

I understand that RAI uses the information contained on any reports provided to RAI by the Escrow Agent or Funding Company at face value only to prepare the necessary Federal Tax reports and to prepare consolidated quarterly self-directed IRA reports for me. I understand that RAI's quarterly reporting to me will only reflect those payments that are paid to or from my self-directed IRA clearing account and not those payments or reinvestments, if any, made by the Escrow Agent or Funding Company on the Escrow Agent's or Funding Company's own books.

I understand that if the Agreement require(s) RAI to give the Escrow Agent or Funding Company advance notice to terminate the Agreement, I agree to give RAI reasonable advance notice in writing of my intent to request termination or repayment of the asset and until such time as RAI receive such notice from me, RAI will remain authorized by me to comply with all provisions as stated in this form.

I understand that RAI shall be entitled to rely on information submitted by me to RAI and shall not be responsible for the purpose or propriety of any distribution which is made, or any action which is taken, or inaction, pursuant to my request. I understand that RAI shall not be under any duty to take any action other than that specified under my Self-Directed IRA Application, unless I shall furnish instructions in proper form and such instructions shall have been specifically agreed to by RAI.

I understand that I may direct RAI to invest my self-directed IRA assets into any lawful investment and that RAI shall have no responsibility in the event that I fail to comply with any legal or plan requirements governing the investment of self-directed IRA assets. I understand that I may not invest self-directed IRA assets in an investment that would constitute a prohibited

transaction within the meaning of section 4975 of the Internal Revenue Code and related regulations. I understand that generally the code and related regulations prohibit any transaction with a related person, or with any partnership, corporation or other entity in which I or a related person have an interest. I understand that, according to Section 408 (a) of the Code, no part of my IRA funds may be invested in life insurance contracts. I understand that there are many other types of transactions that could constitute prohibited transactions, and I warrant that I have either sought independent legal or tax advice regarding such matters or I have waived that right. I understand that RAI shall not be held liable for losses resulting from improper investment of IRA account assets or diminution of IRA account assets resulting from changes in the market value of such assets

I understand that my self-directed IRA account for which RAI acts as Trustee, and not RAI, is liable for any and all costs related to the execution, funding and ongoing maintenance of the Agreement and/or any asset or any pledged collateral acquired pursuant to my authorizations hereon. I understand that these costs may include but are not limited to Escrow Agent or Funding Company's fees; and any other miscellaneous charges, payments or deposits required to maintain the status and/or value of any asset or pledged collateral. I understand that RAI will not evaluate whether any and/or all fees charged, extracted or collected from either the escrow account by the Escrow Agent or Funding Company are appropriate. Furthermore, I understand that if any collateral which has been selected by me and/or the Escrow Agent or Funding Company fails to deliver the value I expect based on representations made to me by the Escrow Agent or Funding Company, that RAI is not responsible for: delivering the value; delivering any remainder of the value; collecting the value or any portion thereof; or any fees or other costs associated with collection of the value.

I understand my self-directed IRA will be subject to RAI's fees described on RAI's Fee Schedule. I understand that RAI reserves the right to modify its billing tiers, its billing tier qualifications, and/or its fees upon 30 days written notice to me. I understand that any special forms RAI may provide to facilitate my authorization to RAI to act on my behalf do not constitute an endorsement by RAI of any aspect of any: investment, investment type, or third party investment provider.

I agree to defend, indemnify and hold harmless RAI from and against any and all damages, liability, claims, actions, costs and expenses, including court costs and attorney's fees, which RAI may be subject to, incur or pay out as a result of acting as trustee for my self-directed IRA or in complying with my authorizations provided pursuant to the terms and conditions of my Self-Directed IRA Plan and Trust Agreement. This indemnification obligation includes court costs and attorney's fees incurred by RAI in defending a claim brought against it by the Account Owner.

Arbitration Statement

The Account Owner hereby agrees that all claims and disputes of every type and matter associated with the transaction(s) reflected on this form which may arise between the Account Owner and Retirement Accounts, Inc. shall be submitted to binding arbitration pursuant to the Commercial Arbitration rules of the American Arbitration Association; that such arbitration proceedings and hearings shall take place only in Denver, Colorado; and that, to the extent not preempted by federal law, Colorado Statutory law (including without limitation the statutes governing the award of damages in arbitration) and Colorado common law shall control during arbitration. The Account Owner expressly waives any right he/she may have to institute or conduct litigation or arbitration in any other forum or location, or before any other body whether individually, representatively or in another capacity. Arbitration is final and binding on the parties. An award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. Under the rules of the American Arbitration Association there may be no right to prearbitration discovery, including depositions or written questions and document production. The arbitrator's award is not required to include factual findings or legal reasoning, and any party's right to appeal or to seek modification of rulings by the arbitrator(s) is strictly limited.

IRA Account Owner's Signature X

Date



RETIREMENT ACCOUNTS, INC.

Retirement Accounts, Inc. (RAI)
717 17th Street, Suite 1700
Denver, Colorado 80202-3323
1-800-325-4352

Please direct mail to:
P.O. Box 173785
Denver, CO 80217-3785

www.retirementaccountsinc.com

Designated Representative Authorization

Account Owner's Full Name

Social Security Number

RAI Account Number (if yet known)

Complete the information below to authorize a Designated Representative ("D/R") to act as your agent for your account.

D/R's Name IRA COORDINATOR

Firm Name MUTUAL BENEFITS CORP.

Firm Address 200 E. BROWARD BLVD. #1000

City/State/Zip FT. LAUDERDALE, FL 33301

D/R's Phone Number (800) 896-7990

D/R's Rep Number

Broker/Dealer

Broker/Dealer's Address

City/State/Zip

I make the above Designated Representative designation subject to all applicable provisions of the Account Establishment Documents, including but not limited to the Terms and Conditions of Appointment of Designated Representative contained in the Additional Terms and Conditions. I authorize the above-named individual as my D/R and to execute asset transactions for my account, including but not limited to purchases, sales and exchanges. I also authorize this individual to receive statements and any other account information from Retirement Accounts, Inc. via written, telephone or electronic communications.

I agree Retirement Accounts, Inc. is under no duty to investigate or inquire about any directions or instructions given by my Designated Representative. I further agree that Retirement Accounts, Inc. will have no liability for any losses occurring because of changes in market value of an asset or because Retirement Accounts, Inc. acted in reliance on instructions from me or my Designated Representative.

I understand that I may revise this designation at any time by giving written notice to Retirement Accounts, Inc. I am aware that any changes to this authorization will not cancel any instructions given by the Designated Representative prior to Retirement Accounts, Inc. receiving written notice of the changes.

Account Owner's Signature for Authorization of Designated Representative

X

Date

Designated Representative Consent and Acknowledgement

I, IRA COORDINATOR (representative's name), hereby consent to my designation as Designated Representative on the above-named IRA. I understand and acknowledge that, as Designated Representative, I will be acting as the authorized agent of the Account Owner and not as the agent of Retirement Accounts, Inc. Additionally, I affirmatively represent to both the Account Owner and Retirement Accounts, Inc. that I will not make any statements or other communications to or with the Account Owner suggesting that I am acting as the agent of Retirement Accounts, Inc. for any purpose.

Designated Representative's Signature

X

Date



RETIREMENT ACCOUNTS, INC.

Retirement Accounts, Inc. (RAI)
717 17th Street, Suite 1700
Denver, Colorado 80202-3323
1-800-325-4352

Please direct mail to:
P.O. Box 173785
Denver, CO 80217-3785

www.retirementaccountsinc.com

Designated Representative Authorization

Account Owner's Full Name

Social Security Number

RAI Account Number (if yet known)

Complete the information below to authorize a Designated Representative ("D/R") to act as your agent for your account.

D/R's Name

Firm Name

Firm Address

City/State/Zip

D/R's Phone Number ()

D/R's Rep Number

Broker/Dealer

Broker/Dealer's Address

City/State/Zip

Designated Representative Consent and Acknowledgement

I, _____ (representative's name), hereby consent to my designation as Designated Representative on the above-named IRA. I understand and acknowledge that, as Designated Representative, I will be acting as the authorized agent of the Account Owner and not as the agent of Retirement Accounts, Inc. Additionally, I affirmatively represent to both the Account Owner and Retirement Accounts, Inc. that I will not make any statements or other communications to or with the Account Owner suggesting that I am acting as the agent of Retirement Accounts, Inc. for any purpose.

Designated Representative's Signature

X

Date

I make the above Designated Representative designation subject to all applicable provisions of the Account Establishment Documents, including but not limited to the Terms and Conditions of Appointment of Designated Representative contained in the Additional Terms and Conditions. I authorize the above-named individual as my D/R and to execute asset transactions for my account, including but not limited to purchases, sales and exchanges. I also authorize this individual to receive statements and any other account information from Retirement Accounts, Inc. via written, telephone or electronic communications.

I agree Retirement Accounts, Inc. is under no duty to investigate or inquire about any directions or instructions given by my Designated Representative. I further agree that Retirement Accounts, Inc. will have no liability for any losses occurring because of changes in market value of an asset or because Retirement Accounts, Inc. acted in reliance on instructions from me or my Designated Representative.

I understand that I may revise this designation at any time by giving written notice to Retirement Accounts, Inc. I am aware that any changes to this authorization will not cancel any instructions given by the Designated Representative prior to Retirement Accounts, Inc. receiving written notice of the changes.

Account Owner's Signature for Authorization of Designated Representative

X

Date



RETIREMENT ACCOUNTS, INC.

Retirement Accounts, Inc.
717 17th Street, Suite 1700
Denver, Colorado 80202-3323
1-800-325-4352

Please direct mail to:
P.O. Box 173785
Denver, CO 80217-3785
Fax: 303-294-5899

Traditional IRA Transfer/Rollover Form

(Please do not use this form for Roth IRA conversions or transfers.)

Note: Please complete all sections or your request may be delayed.)

Section 1 - Current (Resigning) Trustee Information Complete for Transfers and Direct Rollovers (Please type or print in black ink.)

Current (Resigning) Trustee

Mailing Address

Current (Resigning) Trustee

Account Number

Telephone (include area code)
()

City / State / Zip

Section 2 - IRA Account Owner Information

(Please type or print in black ink.)

Your Name

Mailing Address

City / State / Zip

Retirement Accounts, Inc. #

(If new account, attach application.)

Social Security #

Date of Birth

Telephone (home)

(business)

Section 3 - Transfer/Direct Rollover/Rollover Option

This will be a (Required information, choose one.):

- ☐ **Transfer:** Describes the movement of cash and/or assets directly between IRA Trustees without distribution to an individual. As such, no tax forms are generated by either Trustee.
- ☐ **Direct Rollover:** Describes a movement of cash and/or assets that takes place directly between the Trustee of a business retirement plan (such as a profit sharing, money purchase, defined benefit, etc.), or the administrator of a 403(a) or (b) annuity, and the Trustee of an IRA. By directly rolling an eligible rollover distribution to this Retirement Accounts, Inc. (RAI) IRA (as opposed to receiving an outright distribution as described below under "Rollover"), an individual can avoid the mandatory 20% federal income tax withholding imposed on such distributions.
- ☐ **Rollover:** Describes a cash and/or asset contribution to an IRA by an individual within sixty (60) days of receipt of the eligible rollover distribution. To make a rollover, an individual must have received an eligible distribution directly from the Trustee of a business retirement plan or IRA (such as a profit sharing, money purchase, defined benefit, etc.). The individual may roll over all or any part of the actual amount received and, if the distribution was from a business retirement plan or 403(a) or (b) annuity (thus subject to the mandatory 20% federal income tax withholding), he/she may roll over up to 100% of the distribution by making up the 20% difference that was previously withheld.

Section 4 - Asset List and Instructions

Please complete all information requested below. Please provide a copy of your most recent account statement with the current (resigning) Trustee for your assets with this form.

This transfer or direct rollover will be a (choose one):

<input type="checkbox"/> Complete	or	<input type="checkbox"/> Partial
<input type="checkbox"/> Liquidate all assets and transfer cash to RAI		<input type="checkbox"/> Cash only \$_____
<input type="checkbox"/> Reregister all assets and transfer cash balance		<input type="checkbox"/> Follow individual asset instructions below
<input type="checkbox"/> Follow individual asset instructions below		

Liquidate	Reregister	Asset Description	Specify all or # of shares	Account #	Approx. Value
<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>				

Annuities	Value	Surrender or Change of Ownership	Contract (Policy) Number
		<input type="checkbox"/> or <input type="checkbox"/>	

THIS FORM MUST BE SIGNED ON PAGE 2.

(Continued on the reverse side.)

RAI IRA Transfer/Rollover Form (continued)

Please reregister assets (except mortgage notes) and/or send checks to

Retirement Accounts, Inc. (TTE)

FBO _____ (Account Owner's name)

RAI Account # _____

P.O. Box 173785

Denver, CO 80217-3785

Make checks payable to Retirement Accounts, Inc. *

RAI's Tax ID number is 84-1314088.

*RAI reserves the right to hold any check over \$100,000 up to 7 days to ensure proper clearing. If you have an immediate purchase, you may want to wire the funds to RAI.

Please contact an RAI Customer Service Representative for instructions about reregistering mortgage notes.

For wiring or overnight delivery of funds, please check a box below.

☐ **Please wire funds to:**

Bank of New York

ABA #021000018

To Credit Retirement Accounts

Account #8900382740

FFC (For Further Credit)

Client Name _____

Account # _____

☐ **Please overnight funds to:**

Retirement Accounts, Inc.

717 17th St., Suite 1700

Denver, CO 80202-3323

Section 5 - Signatures

I certify that I have read the description for the transaction I have chosen and understand and agree to all the terms thereunder and irrevocably elect to rollover the assets requested in this transaction. In the case of a transfer or direct rollover, the Current (Resigning) Trustee is authorized to send cash and/or assets to RAI as specified. In the case of a rollover, I understand it is solely my responsibility to determine the validity of any rollover contribution and to initiate and make such rollover deposit. By execution of this form, I waive and will hold RAI harmless from any and all claims, including but not limited to damages, court costs, legal fees and cost of investigation arising as a result of the IRA transfer, direct rollover, or rollover transaction(s) associated with this form.

IRA Account Owner's

Signature **X**

Date _____

Signature Guaranteed by _____

Name of Firm or Bank _____

Signature of Officer
and Title **X**

Acceptance by Retirement Accounts, Inc.

(To be completed by Retirement Accounts, Inc.)

Retirement Accounts, Inc. hereby accepts the appointment as Trustee of the assets listed on this form. This acceptance is not to be construed as validation of any rollover or direct rollover contribution, if any.

By (Authorized Signature) _____

Title _____

Date _____

Age 70½ Notice

If you are age 70½ or older in this calendar year (or are a spouse beneficiary of such individual), you may be required to receive a required minimum distribution. If you have not taken a minimum distribution from your prior trustee/custodian, please contact us for assistance regarding the calculation of your required amount.

Checklist

Please make sure that you have completed all of the following:

- ☐ Current (Resigning) Trustee Information (Section 1).
- ☐ Account Owner Information (Section 2).
- ☐ Transfer/Direct Rollover/Rollover Option (Section 3).
- ☐ Asset List and Instructions (Sections 4).
- ☐ Current Trustee Account Statement.
- ☐ Signatures (Section 5).



Receipt for Funds

The undersigned has received

\$ _____ from _____ for the purchase of
a Viatical or Life Settlement.

Representative
Print Name

Representative
Sign Name

Purchaser
Print Name

Purchaser
Sign Name

Date



*Application through which Investors/Purchasers
and Appointed Beneficiaries are Contracted*

DATE <input type="text"/>	CITY <input type="text"/>	STATE <input type="text"/>	COUNTRY <input type="text"/>	FIRST TIME APPLICANT <input type="checkbox"/>
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PERSONAL INFORMATION

CUSTOMER (FULL NAME) <input type="text"/>		NATIONALITY <input type="text"/>	
IDENTIFICATION (CIRCLE ONE) DRIVER'S LICENSE / PASSPORT		DRIVER'S LICENSE OR PASSPORT NUMBER: <input type="text"/>	
PLACE OF ISSUE <input type="text"/>		DATE OF ISSUE <input type="text"/>	
PLACE OF BIRTH <input type="text"/>	DATE OF BIRTH <input type="text"/>	GENDER M <input type="checkbox"/> F <input type="checkbox"/>	
MARITAL STATUS SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> WIDOW/WIDOWER <input type="checkbox"/> SEPARATED <input type="checkbox"/> DIVORCED <input type="checkbox"/>			

GENERAL INFORMATION

HOME ADDRESS <input type="text"/>	CITY <input type="text"/>	STATE <input type="text"/>	COUNTRY <input type="text"/>	POSTAL CODE <input type="text"/>
OCCUPATION <input type="text"/>	HOME PHONE <input type="text"/>			
EMPLOYER <input type="text"/>	BUSINESS PHONE <input type="text"/>		FAX <input type="text"/>	
BUSINESS ADDRESS <input type="text"/>	CITY <input type="text"/>	STATE <input type="text"/>	COUNTRY <input type="text"/>	POSTAL CODE <input type="text"/>
BANK INFORMATION <input type="text"/>	TELEPHONE <input type="text"/>			
BANK ADDRESS <input type="text"/>	CITY <input type="text"/>	STATE <input type="text"/>	COUNTRY <input type="text"/>	POSTAL CODE <input type="text"/>
NAME OF THE CO-OWNER (JOINT TENANT) <input type="text"/>	IDENTIFICATION NUMBER <input type="text"/>	RELATIONSHIP TO PURCHASER <input type="text"/>	TELEPHONE <input type="text"/>	
ADDRESS <input type="text"/>	CITY <input type="text"/>	STATE <input type="text"/>	COUNTRY <input type="text"/>	POSTAL CODE <input type="text"/>

ALTERNATE BENEFICIARY INFORMATION

BENEFICIARY <input type="text"/>	IDENTIFICATION NUMBER <input type="text"/>	RELATIONSHIP <input type="text"/>
BENEFICIARY <input type="text"/>	IDENTIFICATION NUMBER <input type="text"/>	RELATIONSHIP <input type="text"/>
BENEFICIARY <input type="text"/>	IDENTIFICATION NUMBER <input type="text"/>	RELATIONSHIP <input type="text"/>
BENEFICIARY <input type="text"/>	IDENTIFICATION NUMBER <input type="text"/>	RELATIONSHIP <input type="text"/>
COMMENTS <input type="text"/>		

Please complete the following additional form if your wish to register more beneficiaries



Application through which Investors/Purchasers
and Appointed Beneficiaries are Contracted

REFERENCES

REFERENCE FROM A RELATIVE		RELATIONSHIP		TELEPHONE ()	
ADDRESS		CITY	STATE	COUNTRY	POSTAL CODE
PERSONAL REFERENCE		RELATIONSHIP		TELEPHONE ()	
ADDRESS		CITY	STATE	COUNTRY	POSTAL CODE
BANK REFERENCE	BRANCH	ACCT. NUMBER		TELEPHONE ()	
ADDRESS		CITY	STATE	COUNTRY	POSTAL CODE
BANK REFERENCE	BRANCH	ACCT. NUMBER		TELEPHONE ()	
ADDRESS		CITY	STATE	COUNTRY	POSTAL CODE
COMMERCIAL REFERENCE			TELEPHONE ()		
ADDRESS		CITY	STATE	COUNTRY	POSTAL CODE

I HEREBY DECLARE THAT THE CURRENCY FOR THIS INVESTMENT COMES FROM:

<input type="checkbox"/> PURCHASED FROM COMMERCIAL BANKS	<input type="checkbox"/> PAYMENT CHARGED TO ABROAD CHECKING ACCOUNT
<input type="checkbox"/> PURCHASED FROM MORTGAGE BANKS	<input type="checkbox"/> PAYMENT THROUGH FINANCIAL RETURNS
<input type="checkbox"/> PURCHASED FROM FINANCIAL SERVICES COMPANY	<input type="checkbox"/> PAYMENT THROUGH COMPENSATION ACCOUNT
<input type="checkbox"/> PURCHASED FROM FINANCIAL COOP	<input type="checkbox"/> PAYMENT WITH FREE MARKET CURRENCY
<input type="checkbox"/> PURCHASED FROM A STOCK BROKER	<input type="checkbox"/> PURCHASED FROM EXCHANGERS
<input type="checkbox"/> PURCHASED FROM A FOREIGN EXCHANGE HOUSE	<input type="checkbox"/> OTHER (PLEASE SPECIFY) _____
<input type="checkbox"/> PURCHASED FROM OTHER RESIDENTS IN THE COUNTRY	

THE FOLLOWING PORTION MUST BE COMPLETED AND SIGNED

- The funds provided for investment in the purchase of "Viatical and Life settlement" come from the following sources (details of occupation, profession, activity, business, etc.)

- I hereby declare that the fund I submit are not the result from any illegal activities.
- The information provided is correct and can be subject to verification by MBC when considered necessary.
- I authorize MBC to consult or report my information to credit bureaus or the database when deemed necessary.

X
SIGNATURE

Date: _____

REFERRED BY

MBC CLIENT'S FULL NAME	TITLE	TELEPHONE ()
------------------------	-------	------------------

FOR AGENT USE ONLY

SPECIAL CIRCUMSTANCES NOTED	
AGENT SIGNATURE X	DATE _____

FOR MBC USE ONLY

SPECIAL CIRCUMSTANCES NOTED	
RESPONSIBLE OFFICER SIGNATURE X	DATE _____

THIS FORM MUST BE COMPLETED FOR INTEREST PAYMENT PURPOSES.

Form **W-9**
(Rev. January 2002)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

www.mutualbenefitscorp.com

E-mail: mutualben@aol.com

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