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# LIFE SETTLEMENT AGREEMENT INVESTMENT DIRECTION

## A ACCOUNT INFORMATION

Account Owner's Name: \_\_\_\_\_

Millennium Account No.: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

## B LIFE SETTLEMENT INVESTMENT DIRECTION

Dollar Amount to be invested: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Funding Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

## C WARRANTIES AND AGREEMENTS

*(Note: Account owner must complete any suitability questions and sign the questionnaire, the subscription agreement and any other applicable documents before Millennium Trust Company, LLC can process the investment.)*

To Millennium Trust Company, LLC:

I direct Millennium Trust Company, LLC (Millennium) to execute the purchase of the above-named investment for the benefit of my self-directed account and in doing so, I hereby make the following representations:

1. That I have read and understand all offering information pertaining to the purchase of the investment;
2. That I have reviewed and approved all of the terms of the investment;
3. That in making my investment decision, I have relied solely on my own examination of this offering including the merits and risks involved. I acknowledge and understand that Millennium Trust Company, LLC is acting solely as the custodian and administrator respectively of my investment funds and has in no way whatsoever influenced my investment decision other than to act as my IRA custodian and administrator respectively. I also understand that Millennium has no business relationship with the sponsors of this investment; does not endorse this, or any investment; is not compensated by the investment sponsor; and has no responsibility for the investment nor its results;
4. That I understand that Millennium had not evaluated or provided any advice with respect to the investment; That I understand that certain transactions are prohibited for tax-exempt retirement arrangements under Internal Revenue Code Section 4975 and ERISA. I further understand that the determination of whether the transaction directed hereby is a prohibited transaction or "party in interest" transaction depends on the facts and circumstances surrounding the purchase. I warrant and represent that I have consulted with such advisors as I deem necessary and appropriate, and have determined, among other things, that this investment does not constitute a prohibited transaction as defined in Internal Revenue Code 4975, and that the offering entity or any affiliate thereof is neither a "disqualified person" (as defined in Section 4975(e)(2) of the Internal Revenue Code) nor a "party of interest" (as defined in Section 3(14) of ERISA). I hereby indemnify and hold Millennium harmless should the transactions be deemed a prohibited transaction by the Internal Revenue Service. That none of the principals/shareholders of the investment referenced above are my Broker, Agent, Investment Advisor or paid consultant and that I understand that if in fact that was the case, that the transaction could in fact be considered a prohibited transaction. I hereby hold Millennium harmless should the individual offering the investment to me be considered to be any of the above classifications of "Investment Advisor" now or in the future.

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.

That I have read and reviewed each representation made within the subscription agreement and/or related documents, which I have signed on behalf of the investment referenced above, and that I specifically hold Millennium harmless for any such representations regarding my personal financial information and/or my retirement plan(s) financial information which may be considered a part of the subscription agreement which I am requesting that Millennium now sign as custodian on behalf of my self-directed retirement plan;



5. That I have investigated the sponsor of the investment and have reasonably concluded that the sponsor is of sufficient financial strength to repay the investment if this is required of this investment;
6. That I meet the suitability requirements of the offering indicated (if any);
7. That I understand that Millennium shall be under no obligation to notify me in the event of a default in repayment of the investment, and that it shall be my sole responsibility, at my expense or at the expense of the plan, to obtain legal or other necessary services in connection herewith. I agree to indemnify and hold Millennium harmless from any claim which may be made by reason of this investment;
8. That I acknowledge that any administrative review performed by Millennium on the above offering was solely to determine that the investment is administratively feasible for Millennium under the above-referenced account. I further acknowledge that this review was not a due diligence review, and that Millennium has not rendered any investment advice, nor has Millennium expressed any opinion as to the prudence or viability of the investment. I agree to hold Millennium harmless from any liability for any loss, damage, injury or expense which may occur as a result of the execution of this Investment Direction;
9. I acknowledge that I alone selected and am responsible for monitoring the activities of the escrow agent and/or funding company;
10. I agree that I will immediately notify Millennium in the event any of the foregoing representations are no longer true.
11. I choose to use the following escrow agent or service company to service all aspects of this investment: *(Do not indicate Millennium Trust Company, LLC; Please attach a copy of this escrow/servicing agreement.)*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Agent's Name: \_\_\_\_\_

**D ACCOUNT OWNER'S SIGNATURE**

The undersigned hereby agrees to the above direction, requirements and certifications.

Account Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_