

LIFE PARTNERS POSITION HOLDER TRUST

TRANSFER ON DEATH (“TOD”) SECURITIES BENEFICIARY DESIGNATION JOINT TENANCY WITH RIGHT OF SURVIVORSHIP FORM

About this form:

- This election revokes and supersedes any and all previous designations and cancels any existing Life Partners Position Holder Trust (“PHT”) beneficiary information.
- Be sure to include ALL beneficiaries.
- All required information must be included. Attach additional pages of form if necessary.
- This form preempts any terms in your will concerning your Plan Securities. You may want to review this document with a tax, financial, or legal adviser.

We _____ (DOB: _____

SSN _____), and _____ (DOB: _____

SSN _____), as _____ (relationship, i.e. spouses, parent and child, etc.), as joint tenants with right of survivorship, currently own non-qualified securities issued under the Plan, i.e., the Continuing Fractional Interests, Position Holder Trust Interests, the New IRA Notes and IRA Partnership Interests (the “Plan Securities”). The Plan refers to the Revised Third Amended Plan of Reorganization of Life Partners Holdings, Inc., et. al.

If the surviving joint tenant does not execute a new Beneficiary Designation form after the death of the first joint tenant, then, at the death of the last surviving joint tenant, we designate the following as our beneficiary or beneficiaries. We hereby instruct PHT to transfer to and pay directly to the following beneficiary or beneficiaries in the designated proportions, any undistributed amounts related to our Plan Securities and any ownership interest that we may have therein. We understand that we can name either certain individual(s) as beneficiaries or a trust as beneficiary, but not both.

PRIMARY BENEFICIARIES [If the Beneficiaries are **individuals**]:

1. Name: _____ DOB: _____

Current Residence: _____ SSN: _____

_____ Relationship: _____

Telephone: _____ Percentage: _____

2. Name: _____ DOB: _____

Current Residence: _____ SSN: _____

_____ Relationship: _____

Telephone: _____ Percentage: _____

3. Name: _____ DOB: _____

Current Residence: _____ SSN: _____

_____ Relationship: _____

Telephone: _____ Percentage: _____

4. Name: _____ DOB: _____

Current Residence: _____ SSN: _____

_____ Relationship: _____

Telephone: _____ Percentage: _____

PRIMARY BENEFICIARY [If the Beneficiaries is an **organization**]:

Full Name of Organization _____

Taxpayer Identification Number for Organization _____

Contact information for the Organization:

Name _____

Address _____

Phone _____

PRIMARY BENEFICIARY [If the Beneficiary is a **trust**]:

Full Name of Trust _____

Date of Trust _____

Taxpayer Identification Number for Trust _____

Include Name and contact information for each trustee and his/her relationship to you:

Trustee _____ Trustee _____

Address _____ Address _____

Phone _____ Phone _____

Relationship _____ Relationship _____

If designating a trust as beneficiary, the investor must provide a copy of a Memorandum of Trust, Certificate of Trust or trust agreement with this Form.

CONTINGENT BENEFICIARIES [If the Beneficiaries are **individuals**]:

1. Name: _____ DOB: _____
Current Residence: _____ SSN: _____
_____ Relationship: _____
Telephone: _____ Percentage: _____

2. Name: _____ DOB: _____
Current Residence: _____ SSN: _____
_____ Relationship: _____
Telephone: _____ Percentage: _____

3. Name: _____ DOB: _____
Current Residence: _____ SSN: _____
_____ Relationship: _____
Telephone: _____ Percentage: _____

4. Name: _____ DOB: _____
Current Residence: _____ SSN: _____
_____ Relationship: _____
Telephone: _____ Percentage: _____

CONTINGENT BENEFICIARY [If the Beneficiary is an organization]:

Full Name of Organization _____

Taxpayer Identification Number for Organization _____

Contact information for the Organization:

Name _____

Address _____

Phone _____

CONTINGENT BENEFICIARY [If the Beneficiary is a trust]:

Full Name of Trust _____

Date of Trust _____

Taxpayer Identification Number for Trust _____

Include Name and contact information for each trustee and his/her relationship to you:

Trustee _____ Trustee _____

Address _____ Address _____

Phone _____ Phone _____

Relationship _____ Relationship _____

If designating a trust as beneficiary, the investor must provide a copy of a Memorandum of Trust, Certificate of Trust or trust agreement with this Form.

By signing this Beneficiary Designation, you agree that:

- **The beneficiary information provided on this form replaces all prior beneficiary information on record.**
- **You have received, read, understood, and agree to be bound by the terms and conditions of this Beneficiary Designation form; the Beneficiary Designation Terms and Conditions, which shall inure to the benefit of the Life Partners Position Holders Trust and its successors and assigns, whether by merger, consolidation, or otherwise.**
- **You acknowledge that the Plan Securities may not be transferred, sold, assigned, pledged or otherwise disposed of except pursuant to the terms of the Plan and the Plan documents.**
- **Listing beneficiaries by name does NOT create categories of beneficiaries, and if you later want to include other beneficiaries, you must submit a new Beneficiary Designation form.**
- **If you do not provide percentages, the Plan Securities will be divided equally among the beneficiaries.**
- **It is your obligation to maintain and provide PHT with accurate contact information for your named beneficiaries and/or trustee(s). Failure to provide PHT with accurate contact information for the named beneficiaries and/or trustee(s) will result in payment being made to your estate. Further, if the designated trust (if any) is not valid or in existence at the time of your death, payment will be made to your estate.**

We agree, on behalf of ourselves, our heirs, legatees, successors, executors or administrators, to hold PHT, the PHT trustee, and their legal representatives, agents and employees, harmless and to indemnify each of them from any claims or damages resulting from any action or inaction taken in accordance herewith, arising out of or relating to:

- Any designation of a beneficiary made under the Registration Agreement that conflicts with any beneficiary designation made in the investor's will, trust, premarital agreement, other oral or written agreement or any other legal document.
- Any written change of beneficiary by the investor, change in contact information and/or change of personal information including marital status that has not been received by and accepted by PHT.
- Any other action taken by PHT in maintaining the Plan Securities under the Registration Agreement and completing the transfer of the Plan Securities upon the date of death, including, but not limited to PHT's reliance on individuals or sources named in the Registration Agreement.

The effective date of the Registration Agreement is when the Beneficiary Designation form is signed and acknowledged by the investors. PHT may re-register the Plan Securities and dispose of the assets at any time after it has accepted the form.

Executed this the _____ day of _____, 20____

Signature of Spouse

Signature of Spouse

Printed Name

Printed Name

IF THE JOINT TENANTS ARE MARRIED AND HAVE RESIDED IN ONE OR MORE COMMUNITY PROPERTY STATES INCLUDING BUT NOT LIMITED TO AK, AZ, CA, ID, LA, MI, NV, NM, TX, WA AND WI, THE JOINT TENANTS MUST COMPLETE THE SPOUSAL ACKNOWLEDGEMENT AND COMMUNITY PROPERTY SURVIVORSHIP AGREEMENT FOR THE PLAN SECURITIES ACCOUNT ON PAGE 4 OF THIS FORM

**SPOUSAL ACKNOWLEDGEMENT
AND COMMUNITY PROPERTY SURVIVORSHIP AGREEMENT
FOR PLAN SECURITIES**

The purpose of this agreement is to acknowledge, affirm and/or create a right of survivorship in certain community property of the parties, said property being more specifically described as the non-qualified securities issued under the Plan, i.e. the Continuing Fractional Interests, Position Holder Trust Interests, the New IRA Notes and IRA Partnership Interests (the "Plan Securities"). The Plan refers to the Revised Third Amended Plan of Reorganization of Life Partners Holdings, Inc., et al. This agreement is a contract between the spouses to create a right of survivorship in community property of the spouses. The parties to this agreement are _____ and _____. We acknowledge that we are subject to the community property laws of the State of _____.

During their lifetimes, the parties will own the Plan Securities in proportion to the parties' net contributions, and PHT may pay any amount distributable from the Plan Securities to either party or both parties at any time. On the death of the first spouse, the Plan Securities shall become the property of the survivor, and will vest in and belong to the surviving spouse. Notwithstanding the provisions of this Spousal Acknowledgement and Community Property Survivorship Agreement, the Plan Securities remain the community property of the parties during the marriage. This agreement does not affect the rights of the spouses concerning the management, control and disposition of the Plan Securities.

This agreement may be revoked in a writing signed by both spouses or by a written instrument signed by one spouse and delivered to the other spouse and the trustee of the Life Partners Position Holder Trust. Furthermore, this agreement is revoked upon the filing of a petition for divorce by either party to the agreement.

Furthermore, we acknowledge that it is in our interest to obtain independent legal counsel as to the legal and tax ramifications of signing this Spousal Acknowledgement and Community Property Survivorship Agreement and have had the opportunity to do so.

Executed this the _____ day of _____, 20____

Signature of Spouse

Signature of Spouse

Printed Name

Printed Name