

November 8th, 2006

John F. Ezell

REDACTED

RE: W Financial Group Account

Dear John F. Ezell

We appreciate you investing with W Financial Group. I personally handle client relations for W Financial Group. Due to the strength of W Financial Group and the reinsurance companies in place, we feel that the secure debt obligation is a perfect investment vehicle for someone in a conservative financial position.

Your initial opening statement is provided here along with the original SDO documentation for your records. Please maintain these original documents in a safe place. If you have any questions or comments regarding the information, please feel free to call our corporate office.

Sincerely,

A handwritten signature in cursive script that reads "Michael K. Wallens Sr." is positioned above the typed name.

Michael K. Wallens Sr.

www.wfinancialgroup.com
616 FM 1960 West Suite 528, Houston Texas 77090
1-866-520-9023 | f 832-550-2024



SECURED DEBT OBLIGATION ACCOUNT

Customer
 Address
 Account No.
 Terms
 Initial Investment
 Additional Investment
 Additional Investment
 Disbursements
 Total Investment

John F. Ezell
REDACTED
W-001267
4 Years @ 9.00%
\$ 208,000.00
\$ 208,000.00

COLLATERAL/DESCRIPTION

Date
 Prior Principle Balance
 Initial Investment-Open Account
 Principle Disbursements
 Principle Balance
 Total YTD.
 Account Value
 Accumulated Annual
 Interest Earned

11/03/2006
n/a
\$ 208,000.00
n/a
\$208,000.00
\$ 208,000.00
n/a

SERVICING AGREEMENT

This **SERVICING AGREEMENT** (the "Agreement") is entered into this 3rd day of November, 2006, by and between W Financial Group, LLC, 616 FM 1960 West Suite 528 Houston, Texas 77090 (W Financial Group), (Hereinafter referred to as "Agent"), a privately held Texas Corporation, and John F. Ezell (Herein referred to as "Owner")

*WHEREAS, Owner agrees to provide (W Financial Group) with money to make investments. The relationship between Owner and Agent shall be a relationship of trust in which Agent shall comply with all of the obligations of fiduciary. Agent's duties include, but are not limited to, the duty to keep Owner's property separate and apart from Agent's property. Except as specifically authorized by Owner, in all dealings with third parties, Agent shall clearly identify itself as an agent of owner.

*WHEREAS, Agent guarantees the entire principal investment of the Owner and agrees to pay the Owner a return equal to 9.00% on the Owner's entire investment. Interest shall be paid if elected by Owner, in monthly installments by no later than the tenth of every month from the date of this agreement. Monthly payments shall be made payable to the Owner and sent directly to Owner at owner's principal location or any address of owner's choice or deposited to owner's account.

*WHEREAS, (W Financial Group) agrees to maintain at all times that any funds advanced by Owner shall be held either in cash in the Owner's separate account, government or corporate AAA bonds, qualified receivables owed to owner and held at a minimum of three percent (3%) discount from face value, or insured notes. For insured notes (W Financial Group) agrees to keep a fully covered single interest coverage policy on all uninsured receivables at all times by LLOYDS OF LONDON or any A or better rated company. Agent also agrees to allow Owner, at any reasonable time, to have an audit made of all account books and records pertaining to the management and servicing of the Owner's account.

Client Initials

*WHEREAS, the term of this agreement shall be (4) years from the effective date of the contract. The account will automatically renew for 1 year at the company current term rate if the owner does not give a 30 day written notice prior to the maturity date. All requests must be submitted to W Financial Group Corporate office at: 616 FM 1960 West, Suite 528 Houston, Texas 77090.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals as of the date above first stated.

W Financial Group

By *Michael K. Walling Jr.*

Date 11/08/2006

Title *President*

By

Date 11/08/2006

Owner



COLLATERAL SECURED DEBT OBLIGATION

For value received, the undersigned, W Financial Group, a Texas Corporation, ("Maker"), hereby promises to pay, John F. Ezell

("Payee") on December 2010 the principal sum of two hundred and eight thousand DOLLARS (\$ 208,000.00), or so much thereof as may be advanced and outstanding, together with interest on the unpaid principal balance from day to day remaining, which shall from day to day be at an annual rate equal to the sum nine percent (9.00 %) APR calculated on the basis of a 360 day year. Unpaid principal and interest after the maturity thereof shall bear interest at the maximum rate until paid.

Interest hereon shall be due and payable monthly as it accrues if elected by Payee, on or before the tenth day of each calendar month commencing and continuing on the tenth day of each successive calendar month thereafter until December 2010 . At which time all accrued but unpaid interest hereon shall be due and payable. Each monthly payment shall be in the amount of \$ 1,560.00

If any installment of principal or interest on this note shall become due on holiday or weekend, such payment shall be made on the next succeeding day; and such extension of time shall in such case be included in computing interest in connection with such payment.

Without in any way affecting the demand nature of this note, if default is made in the payment of any installment of principal or interest under this note or under any other note or evidence of indebtedness now or hereafter owing by Maker (or the successors or assignees of Maker) to the holder of this note, or upon the occurrence of any default under any instrument evidencing, securing or relating to this note, then in any such event the holder hereof may, at its option, declare the entire unpaid balance of principal and accrued interest on this note to be immediately due and payable without notice or demand, foreclose all liens and security interests securing the payment of thereof, or any part thereof, and offset against this note any sum or sums owed by the holder thereof to Maker, at the option of the holder of this note. Failure of the holder thereof to exercise any such option shall not constitute a waiver of the right of any holder hereof to exercise the same in the event of any subsequent default.

In the event the maturity of this note is executed as security here for or in connection herewith, or by voluntary prepayment by maker or otherwise, then earned interest may never include more than the maximum rate, computed from the dates of each advance

of the loan proceeds outstanding until payment. All sums paid or agreed to be paid to the holder of this notice shall be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the actual rate of interest on account of such indebtedness never exceeds the maximum rate at any time during the term thereof.

If from any circumstance any holder of the note shall ever receive interest or any other charges constituting interest or adjudicating as constituting interest which would exceed the maximum rate, the amount, if any, which would exceed the maximum rate shall be applied to the reduction of the principal amount owing on this note or on account of any other principal indebtedness of maker to the holder of this note, and not to the payment of interest; or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness shall be refunded to Maker.

This note shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America. The Maker of this note agrees to provide mutually agreeable collateral to secure this note within one month of the date of execution of this note as described in the attached servicing agreement.

Except as provided herein, Maker and each surety, endorser and other party ever liable for payment of any sums of money payable on this note jointly and severally (I) at all times waiver presentment, protest, notice of protest and non payment or dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, diligence and collecting, and grace and consent to all extensions without notice for any period or periods of time and partial payments before or after maturity, without prejudice to the holder, and (ii) subsequent to the last payment date referred to in this note if no demand is sooner made, waive demand and notice of demand. The holder shall similarly have the right to deal in any way, at anytime, with one or more of the foregoing parties without notice to any other part, and to grant any such party any extensions of time for payment of any of said indebtedness, or to grant any other indulgences or forbearances whatsoever, without notice to any other party and without in any way affecting the personal liability of any party hereunder. If any efforts are made to collect or enforce this note or any installments due hereunder, the undersigned agrees to pay all collection costs and fees, including reasonable attorneys' fees in any amount which shall be not less than 10% of the then unpaid balance of principal and interest due on this note.

Should this note be signed or endorsed by more than one person and/or entity, all of the obligations herein contained shall be considered the joint and several obligations of each maker and endorser hereof.

IN WITNESS WHEREOF, Maker has duly executed this note as of the day and year above first written.

W Financial Group:

By *Michael K Wallens Sr.*
Michael K Wallens Sr.--President



Date 11/03/2006

SERVICING AGREEMENT

This SERVICING AGREEMENT (the "Agreement") is entered into this 17 day of October, 2006, by and between W Financial Group, LLC. (W Financial Group), (Hereinafter referred to as "Agent"), a privately held Texas Corporation, and John F Ezell, (Herein referred to as "Owner").

WHEREAS, Owner agrees to provide (W Financial Group) with money to make investments. The relationship between Owner and Agent shall be a relationship of trust in which Agent shall comply with all of the obligations of fiduciary. Agent's duties include, but are not limited to, the duty to keep owner's property separate and apart from Agent's property. Except as specifically authorized by Owner, in all dealings with third parties, Agent shall clearly identify itself as an agent of owner.

WHEREAS, Agent guarantees the entire principal investment of the Owner and agrees to pay the Owner a return equal to 9.0% on the Owner's entire investment. Interest shall be paid if elected by Owner, in monthly installments by no later than the tenth of every month from the date of the agreement. Monthly payments shall be made payable to the Owner and sent directly to Owner at Owner's principal location or any address of Owner's choice or deposited to owner's account.

WHEREAS, (W Financial Group) agrees to maintain at all times that any funds advanced by Owner shall be held either in cash in the Owner's separate account, government or corporate AAA bonds, qualified receivables owed to owner and held at a minimum of three percent (3%) discount from face value, or insured notes. For insured notes (W Financial Group) agrees to keep a fully covered policy on all uninsured receivables at all times by LLOYDS OF LONDON or any A or better rated company. Agent also agrees to allow Owner, at any reasonable time, to have an audit made of all account books and records pertaining to the management and servicing of the Owner's account.

JF
Owner's Initials

WHEREAS, the term of this agreement shall be (4) years from the effective date of the contract. The account will automatically renew for one (1) year at the company current term rate if the owner does not give a 30 day written notice prior to the maturity date. All requests must be submitted to W Financial Group Corporate office at: 616 FM 1960 West, Suite 528, Houston, Texas, 77090.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals as of the date above stated.

W Financial Group

By: _____

Date: _____

Title: _____

By: _____

Date: _____

Owner: _____



COLLATERAL SECURED DEBT OBLIGATION

For value received, the undersigned, W Financial Group, a Texas Corporation, ("Maker") hereby promises to pay,

John F. Ezell ("Payee") on 11-2010 the principal sum of Two hundred eight thousand DOLLARS (\$ 208,000.00), or so much thereof as may be advanced and outstanding, together with interest on the unpaid principal balance from day to day remaining, which shall from day to day be at an annual rate equal to the sum Nine and 10/100 percent (9.0%) calculated on the basis of a 360 day year. Unpaid principal and interest after the maturity thereof shall bear interest at the maximum rate until paid.

Interest hereon shall be due and payable monthly as it accrues if elected by the Payee, on or before the tenth day of each calendar month commencing and continuing on the tenth day of each successive month thereafter until 11-2010, at which time all accrued but unpaid interest shall be due and payable. Each monthly payment shall be in the amount of \$ 1560.00

If any installment of principal or interest on this note shall become due on a holiday or weekend, such payment shall be made on the next succeeding day; and such extension of time in such case be included in computing interest in connection with such payment.

Without in any way affecting the demand nature of this note, if default is made in the payment of any installment of principal or interest under this note or under any other note or evidence of indebtedness now or hereafter owing by Maker (or the successors or assignees of Maker) to the holder of this note, or upon the occurrence of any default under any instrument evidencing, securing or relating to this note, then in any such event the holder hereof may, at its option, declare the entire unpaid balance of principal and accrued interest on this note to be immediately due and payable without notice or demand, foreclose all liens and security interests securing the payment thereof, or any part thereof, and offset against this note any sum or sums owed by the holder thereof to Maker, at the option of the holder of this note. Failure of the holder thereof to exercise any such option shall not constitute a waiver of the right of any holder thereof to exercise the same in the event of any subsequent default.

In the event the maturity of this note is executed as security here for or in connection herewith, or by voluntary prepayment by maker or otherwise, then earned interest may never include more than the maximum rate, computed from the dates of each advance of

the loan proceeds outstanding until payment. All sums paid or agreed to be paid to the holder of this notice shall be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the actual rate of interest on account of such indebtedness never exceeds the maximum rate at any time during the term thereof.

If from any circumstance any holder of the note shall ever receive interest of any other charges constituting interest or adjudicating as constituting interest which would exceed the maximum rate, the amount, if any, which would exceed the maximum rate shall be applied to the reduction of the principal amount owing on this note or on account of any other principal indebtedness of maker to the holder of this note, and not to the payment of interest; or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness shall be refunded to the Maker.

This note shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America. The Maker of this note agrees to provide mutually agreeable collateral to secure this note within one month of the date of execution of the note as described in the attached servicing agreement.

Except as provided herein, Maker and each surety, endorser and other party ever liable for payment of any sums of money payable on this note jointly and severally (i) at all times waiver presentment, protest, notice and protest and non-payment or dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, diligence and collecting, and grace and consent to all extensions without notice for any period or periods of time and partial payments before or after maturity, without prejudice to the holder, and (ii) subsequent to the last payment date referred to in this note if no demand is sooner made, waive demand and notice of demand. The holder shall similarly have the right to deal in any way, at anytime, with one or more of the foregoing parties without notice to any other party and to grant any such party any extensions of time for payment of any said indebtedness, or to grant any other indulgences or forbearances whatsoever, without notice to any other party and without in any way affecting the personal liability of any party hereunder. If any efforts are made to collect or enforce this note or any installments due hereunder, the undersigned agrees to pay all collection costs and fees, including reasonable attorneys' fees in any amount which shall be not less than 10% of the then unpaid balance of principal and interest due on this note.

Should this note be signed and endorsed by more than one person and/or entity, all of the obligations herein contained shall be consider the joint and several obligations of each maker and endorser hereof.

IN WITNESS WHEREOF, Maker has duly executed this note as of the day and year above first written.

W Financial Group

By: Michael K. Wallens, Sr. - President



Date: _____

* * * COMMUNICATION RESULT REPORT (NOV. 1. 2006 3:18PM) * * *

FAX HEADER 1: STATE NATIONAL BANK
FAX HEADER 2: STATE NATIONAL BANK

TRANSMITTED/STORED : NOV. 1. 2006 3:11PM
FILE MODE OPTION

ADDRESS

RESULT

PAGE

3765 MEMORY TX

18004522574

E-3) 3)

0/1

REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-3) NO ANSWER
Oct 31 06 01:25p Jeff Ramey

E-2) BUSY
E-4) NO FACSIMILE CONNECTION
8174927068

p.1

VANGUARD FLAGSHIP SERVICE

ATTN: ANDREW HARLESS
400 DEVON PARK DR.
WAYNE, PA 19087



October 20th, 2006

Attention: Vanguard Group / Andrew Harless

Re: John Frank Ezell / Joint Brokerage account

Incoming Domestic Wire Transfers:

All incoming wire transfers are received by Well Fargo Bank and then forwarded to the client's account based on the wiring instructions below, please indicate FBO:

Deliver/Send to: Wells Fargo Bank, 4343 Cypresswood Ste 100, Spring TX 77358

ABA/Routing Number: 121000248

BBK(Beneficiary Bank): Wells Fargo Bank

BNF(Beneficiary): W Financial Group, Account # 3725317113

Deliver/Send to: Wells Fargo Bank, National Association, San Francisco, CA

ABA: 121000248:

Please wire \$ 208,000.00 USD to the above mentioned account FBO Jon F. Ezell.

John F. Ezell
John F. Ezell
Billie R. Ezell

THE ABOVE SIGNATURE IS GUARANTEED TO BE THAT OF
Billie Ezell THIS GUARANTY IS LIMITED TO THE
GENUINENESS OF THE SIGNATURE. STATE NATIONAL
BANK DOES NOT WARRANT, REPRESENT OR OTHERWISE
GUARANTEE EITHER (1) THE SIGNER'S RIGHT OR LEGAL
CAPACITY TO SIGN, (2) THE OWNERSHIP OF THIS DOCUMENT
OR SECURITY, (3) THE ABSENCE OF ANY LIENS RELATED
HEREIN, OR (4) THE RIGHTFULNESS ON THIS TRANSACTION
IN ANY RESPECT.

STATE NATIONAL BANK
By: *Debra Slaton*
Date: 11-1-06

www.wfinancialgroup.com

616 FM 1969 West Suite 528, Houston Texas 77090

1-866-534-9023 | 1-832-550-2021

**Building Financial Security Begins with
Keeping What You Already Have.**

Colonial First Financial specializes in creating conservative yet innovative financial management plans for individuals who are approaching retirement or may be facing decisions regarding the status of their accumulated savings.



**Colonial
FIRST™**
Financial Services

03166 W Financial
001340

App 045

Why Colonial First is the Right Approach to Planning Your Transition to Retirement.

Now is the time in your life to enjoy the rewards of your hard work. This is not when you should be concerned about financial risks that may accompany the transfer of your wealth to a new asset strategy.

Principal Preservation: Our Number One Priority.

Colonial First's fundamental objective is to preserve your principal. We do extensive due diligence and analysis to ensure that every product we recommend meets the highest standards for safety. We embrace a conservative and time-proven approach to planning. Our team of financial professionals is dedicated to:

- **Protecting Your Principal.**

Colonial First works exclusively with institutions whose main emphasis is on protection of principal.

- **Recommending Stability.**

Colonial First helps eliminate worries about finances by suggesting products with a long history of reliability and stability, emphasizing protection of principal and a stable rate of return.

Traditionally, these have been Bank Deposits, Savings Accounts, Money Market Accounts, and Tax Deferred Fixed Annuities.

- **Finding The Best Returns.**

Colonial First conducts a detailed analysis of banks and various other financial institutions across the country, in order to locate the most competitive returns available.



Colonial First recognizes that you may need specialized estate planning or detailed tax advice. We have developed a network of top professionals: select accountants, attorneys, and estate planners - able to assist you in any aspect of your financial needs.



Individualized Financial Programs with No Pressure, No Fees.

Our success has come from building long-term relationships that result from helping our clients successfully achieve sound financial strategies.

Colonial First has developed relationships with financial institutions and resources that allow us to:

- Offer the highest level of economic value and assured preservation of capital.
- Effectively offer and manage comprehensive financial programs for our clients.

Colonial First charges no fees for its services. You can feel comfortable knowing that you will continually be receiving balanced advice and that 100% of your dedicated assets are invested in the plan we create together.

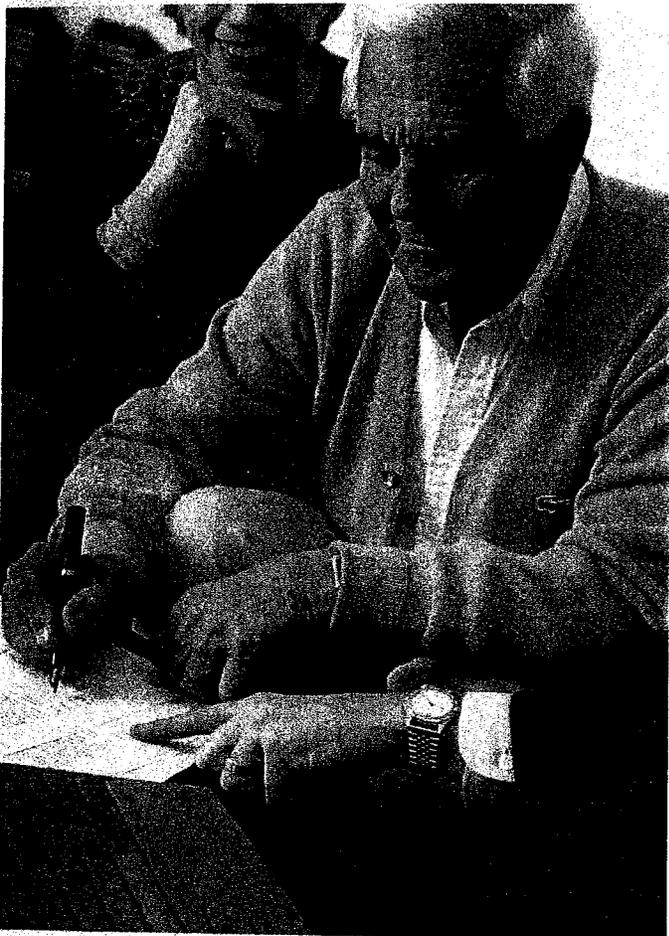


**Colonial
FIRST™**
Financial Services

Our Resources. Your Decisions. Planning Together.

Our Approach to Planning.

We spend our first meeting with you listening. We want to understand your expectations and concerns, along with your history of personal investment.



We understand that safeguarding your existing funds comes first, so we carefully analyze and balance an array of principal preserving products that fit your personal financial and family situation. This may involve presenting and reviewing unique opportunities for higher yielding CDs, Annuities, or other financial products.

We then recommend a group of financial choices that, taken as a whole, provide the best combination of security, protection, yield, and timing. Our goal is to provide the highest potential for meeting your ongoing retirement goals.

Asset Protection. Tax Savings. Proven Strategies.

At Colonial First Financial, our primary focus is on selecting and assembling the right combination of investment products:

- To provide you with the best possible returns. We analyze leading banks and other financial institutions throughout the country to find the best possible returns for our clients.
- To assist you in developing a personalized financial plan designed to meet your specific goals. The right income level to meet your needs, minimizing and deferring taxes, and securely growing your assets over time.
- To preserve the wealth you have accumulated during your working years. All of our products carry a guarantee of principal.

Finding the Best Strategy.

Colonial First assesses your financial goals and assembles a range of financial instruments designed to increase investment income, reduce the taxable portion of an estate, retain IRA and pension monies during transition, and improve the security of existing wealth.

Offering A Broad Range of Resources.

- *Objective Tailored Advice - No pressure, no fees*
- *CD Locator Service - Highest yielding CDs, all FDIC insured.*
- *Wide Range of Principal Preserving investments with yields up to 12% APY.*
- *Estate Planning - A network of financial professionals working for you.*
- *Legacy Life - Convert excess insurability into income.*

Our constant mission is to provide clients with innovative strategies for preserving capital, maximizing tax reduction, and providing high economic value, while maintaining the highest level of security during the transfer of wealth.

03166 W Financial
001342

Your Questions Are Important. The Answers Can Help Shape your Future.

Are the banks that Colonial First Financial works with fully secure?

Each financial institution's rating undergoes a thorough, critical review by Colonial First Financial. Only those insured institutions are chosen who satisfying our stiff criteria in the form of capitalization ratios and scores from independent rating agencies.

Are the bank CD's or other bank savings products that I purchase through Colonial First Financial insured?

Yes! You will have a direct relationship with the institution you select from among those recommended by your Colonial First Financial Account Executive, making certain that your personal account(s) has coverage up to the maximum limits allowed.

How does Colonial First Financial recommend higher rates than the majority of local banks?

Colonial First Financial performs an analysis on financial institutions throughout the United States. We then identify those providing more competitive rates than are typically offered at local banks.

What kinds of institutions does Colonial First Financial do business with?

Colonial First Financial works with those insured institutions offering above average returns on deposits. These institutions must also meet our stringent rating criteria. Typically, our clients get to make their choices from among two or three different financial institutions.

How quickly can I open my first account?

It depends on how many questions you have. Your account executive will answer your questions and review any points in the process that you feel require explanation. Also, you will have the benefit of a short orientation explaining similarities and differences between purchasing from a financial institution and opening an account with Colonial First Financial. You will then be shown several secured accounts, with differing rates and terms, from which you can choose.

Can I open an account through the mail?

No. All signatures must be witnessed and possibly notarized. You must come in person to open all accounts.

What is required to open an account through Colonial First Financial?

The same information you would need to open an account at your local bank: your driver's license, social security number, address and date of birth. If you have a living trust, you will need to bring this also. Most institutions, Colonial First Financial does, business with accept personal checks, money market checks, and cashier's checks. All checks must be made out in the exact amount of your deposit. Colonial First Financial, not being a bank, cannot return any cash difference to you. Your Colonial First Financial Account Executive can assist you with the entire transaction.

What immediate proof will I have that I opened an account and made a deposit?

Copies of your account application and check will be provided as well as a receipt from Colonial First Financial for opening your account. Paperwork directly from the institution you choose will follow 7-14 days after your deposit.

To whom do I make my check payable?

Checks are made payable to the institution(s) you choose, not to Colonial First Financial.

What happens when my CD matures?

You will receive a maturity notice from the bank you selected. You will also receive a notice from Colonial First Financial when your CD is approaching maturity. Funds redemption varies among institutions. Your institution's policies and procedures will be explained by your account executive when your account is opened.

To whom do I go for service after opening an account through Colonial First Financial?

You choose. You can either contact the financial institution directly or your local Colonial First Financial office can help you.

How is Colonial First Financial compensated?

Colonial First Financial receives compensation from the institutions with which it does business. The client is never charged a fee or commission. The full amount of your deposit is working only for you.

©2006 Colonial First Financial Services

03166 W Financial
001343



App 048





SOSDirect

[UCC](#) | [Business Organizations](#) | [Trademarks](#) | [Account](#) | [Help/Fees](#) | [Briefcase](#) | [Logout](#)

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 800702898 **Entity Type:** Domestic Limited Liability Company (LLC)

Original Date of Filing: September 5, 2006 **Entity Status:** In existence

Formation Date: N/A

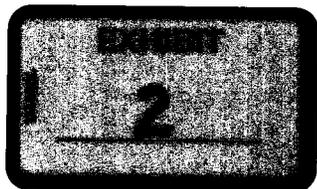
Tax ID: 32020552272

FEIN:

Duration: Perpetual

Name: W FINANCIAL GROUP, LLC

Address: 701 BRAZOS ST STE 1050
Austin, TX 787013232 USA



App 049

REGISTERED AGENT	FILING HISTORY	NAMES	MANAGEMENT	ASSUMED NAMES	ASSOCIATED ENTITIES
Name			Address		Inactive Date
CORPORATION SERVICE COMPANY D/B/A LAWYERS INCORPORATING SERVICE			701 BRAZOS STREET, SUITE 1050 Austin, TX 78701 USA		

Instructions:

● To place an order for additional information about a filing press the 'Order' button.



UCC | Business Organizations | Trademarks | Account | Help/Fees | Briefcase | Logout
 BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 800702898 Entity Type: Domestic Limited Liability Company (LLC)

Original Date of Filing: September 5, 2006 Entity Status: In existence

Formation Date: N/A

Tax ID: 32020552272 FEIN: Perpetual

Duration: Perpetual

Name: W FINANCIAL GROUP, LLC

Address: 701 BRAZOS ST STE 1050 Austin, TX 787013232 USA

REGISTERED AGENT		FILING HISTORY	NAMES	MANAGEMENT	ASSUMED NAMES	ASSOCIATED ENTITIES	
View Image	Document Number	Filing Type	Filing Date	Effective Date	Eff. Cond	Page Count	
<input checked="" type="checkbox"/>	143119960002	Certificate of Formation	September 5, 2006	September 5, 2006	No	2	
<input checked="" type="checkbox"/>	157713710002	Certificate of Amendment	January 18, 2007	January 18, 2007	No	3	

Instructions:
 To place an order for additional information about a filing press the 'Order' button.

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 800702898 09/05/2006
Document #: 143119960002
Image Generated Electronically
for Web Filing

Filing Fee: \$300

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

W FINANCIAL GROUP, LLC

The name of the entity must contain the words "Limited Liability Company" or "Limited Company," or an accepted abbreviation of such terms. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 2 - Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be company named above) by the name of:

**CORPORATION SERVICE COMPANY D/B/A LAWYERS INCORPORATING SERVICE
OR**

B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

Street Address:
**701 BRAZOS STREET
SUITE 1050 AUSTIN TX 78701**

Article 3 - Governing Authority

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members. The names and addresses of the governing persons are set forth below:

Managing Member 1: **ADLEY WAHAB**

Title: **Managing Member**

Address: **3007 E LAKE FALLS CIRCLE SPRING TX, USA 77386**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Form 424

(Revised 01/06)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709

Filing Fee: See instructions



Certificate of Amendment

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

JAN 18 2007

Corporations Section

Entity Information

The name of the filing entity is:

W FINANCIAL GROUP LLC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- For-profit Corporation
- Nonprofit Corporation
- Cooperative Association
- Limited Liability Company
- Professional Corporation
- Professional Limited Liability Company
- Professional Association
- Limited Partnership

The file number issued to the filing entity by the secretary of state is: 800702898

The date of formation of the entity is: 09/05/2006

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement.)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent

(Complete either A or B, but not both. Also complete C.)

A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The registered agent is an individual resident of the state whose name is:

First Name M.I. Last Name Suffix

C. The business address of the registered agent and the registered office address is:

Street Address (No P.O. Box) City State Zip Code TX

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

Add each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows
ARTICLE 3 - GOVERNING AUTHORITY
CHANGE MANAGING MEMBER 1 TO READ: MICHAEL WALLEN'S
ADDRESS: 614 FM 1960 SUITE 528 HOUSTON TX, USA 77090
TITLE: MANAGING MEMBER

Delete each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

- A. This document becomes effective when the document is filed by the secretary of state.
 - B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
 - C. This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:
- _____
- _____

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date:

1/17/07

Stephen Wallens MANAGING MEMBER

Signature and title of authorized person(s) (see instructions)



Texas Secretary of State
Roger Williams



[UCC](#) | [Business Organizations](#) | [Trademarks](#) | [Account](#) | [Help/Fees](#) | [Briefcase](#) | [Logout](#)
BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 800702898 **Entity Type:** Domestic Limited Liability Company (LLC)

Original Date of Filing: September 5, 2006 **Entity Status:** In existence

Formation Date: N/A

Tax ID: 32020552272 **FEIN:**

Duration: Perpetual

Name: W FINANCIAL GROUP, LLC

Address: 701 BRAZOS ST STE 1050
 Austin, TX 787013232 USA

REGISTERED AGENT	FILING HISTORY	NAMES	MANAGEMENT	ASSUMED NAMES	ASSOCIATED ENTITIES
Name W FINANCIAL GROUP, LLC		Name Status In use	Name Type Legal	Name Inactive Date	Consent Filing #

Instructions:
 ● To place an order for additional information about a filing press the 'Order' button.



[UCC](#) | [Business Organizations](#) | [Trademarks](#) | [Account](#) | [Help/Fees](#) | [Briefcase](#) | [Logout](#)

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

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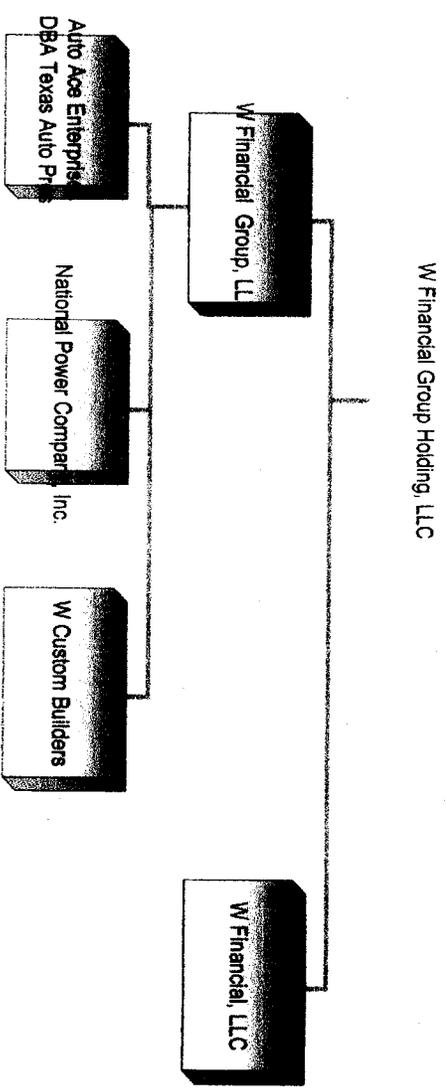
REGISTERED AGENT	FILING HISTORY	NAMES	MANAGEMENT	ASSUMED NAMES	ASSOCIATED ENTITIES
Last Update January 18, 2007	Name Michael Wallens	Title Managing Member	Address 616 FM 1960,, Suite 528 Houston, TX 77090 USA		

Instructions:

- To place an order for additional information about a filing press the 'Order' button.



W Financial Group Holding, LLC Organization Chart



W Financial Group Holding, LLC Organization Chart



W Financial Group, LLC Organization Chart

Michael Wallens Sr.
Manager

Adley Wahab
Manager

Michael Wallens Jr.
Manager

W Financial, LLC Organization Chart

Michael Wallens Sr.
Manager

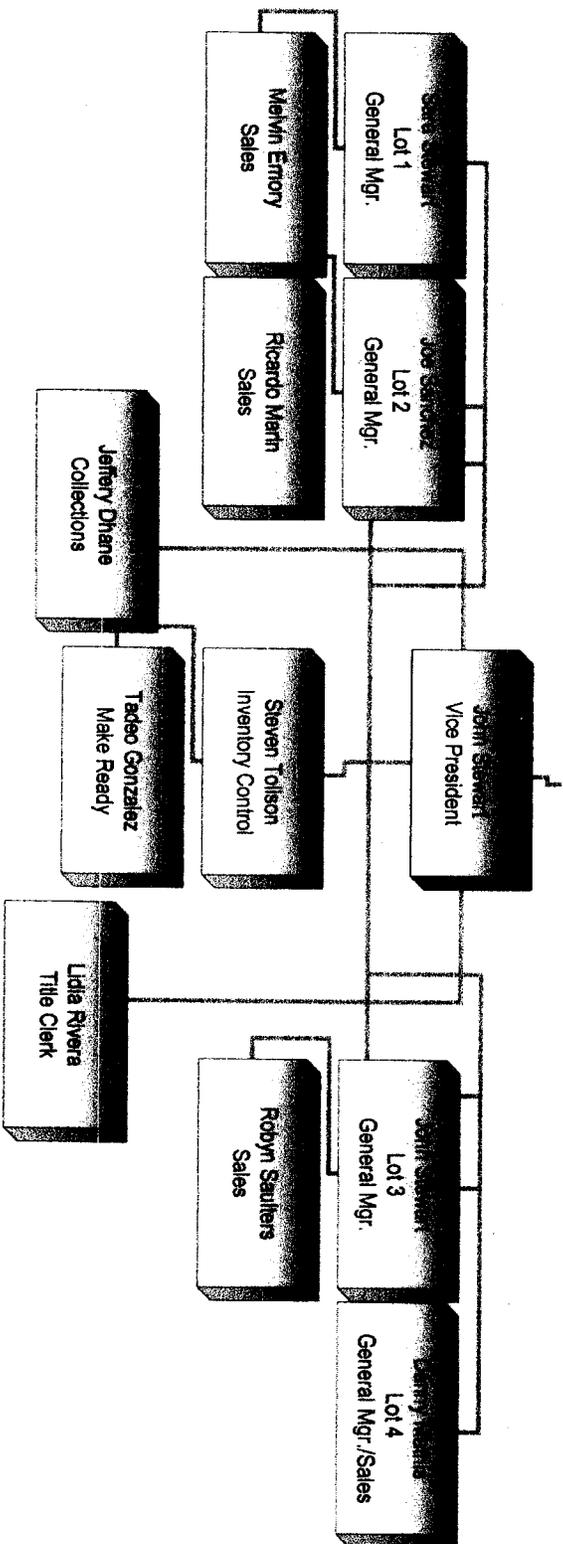
Adley Wahab
Manager

Michael Wallens Jr.
Manager

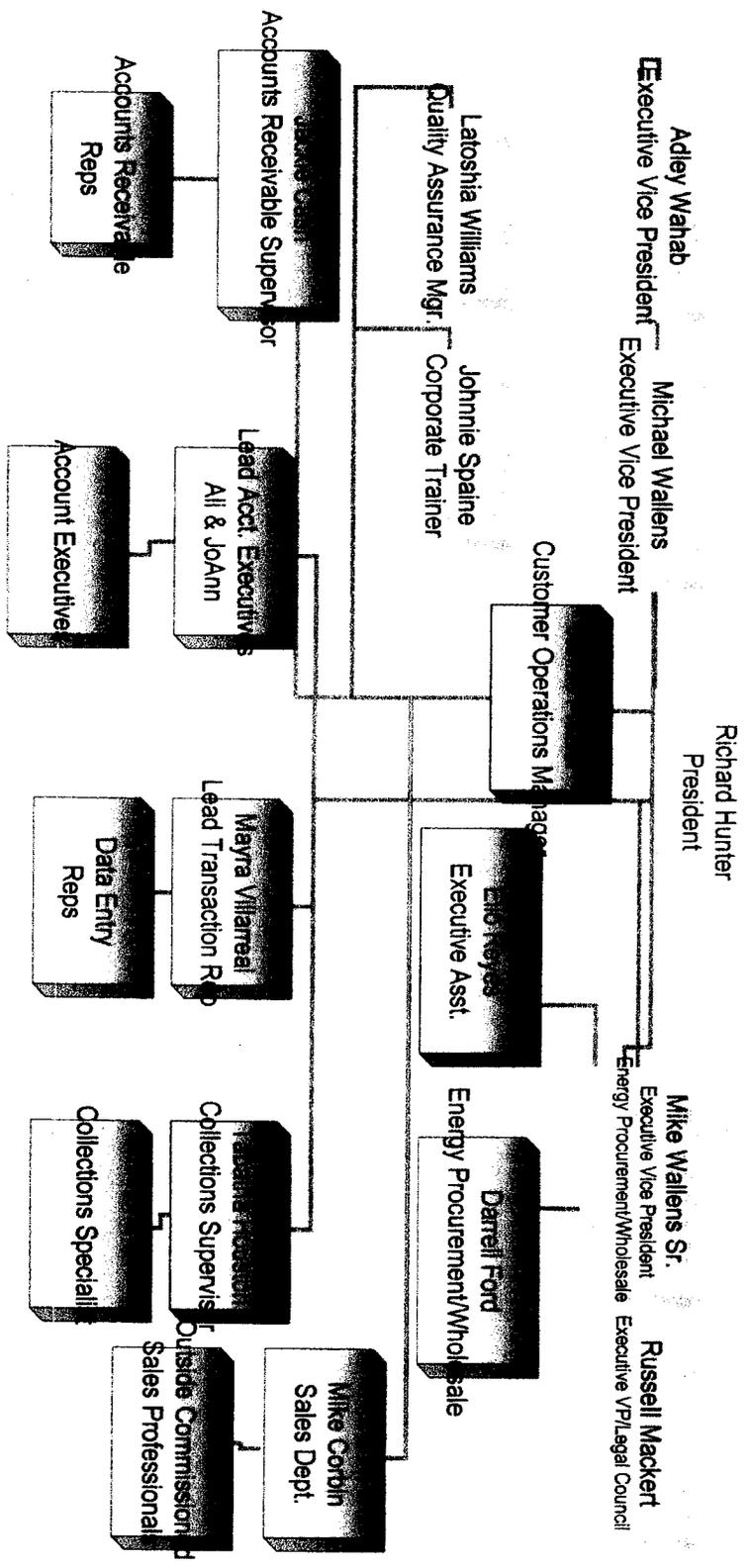
Auto Ace Enterprises

DBA Texas Auto Pros Organization Chart

Mike Wallens Sr.
President



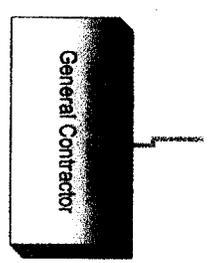
National Power Company, Inc. Organization Chart

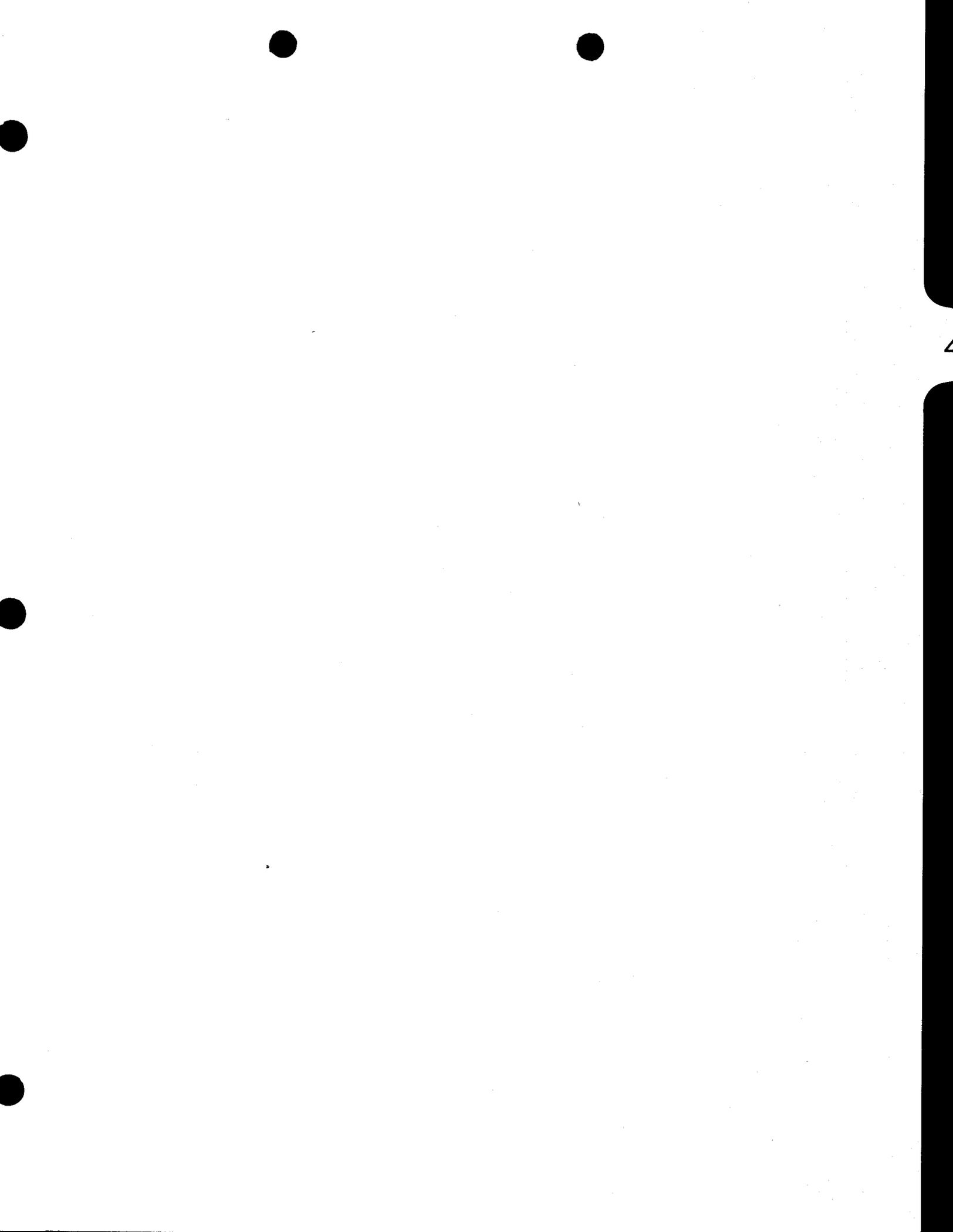


W Financial Group, LLC DBA W Custom Builders Organization Chart

App 063

Mike Wallens Sr.
President





DECLARATION OF ADLEY WAHAB

I, Adley Wahab, do hereby declare under penalty of perjury, in accordance with 28 U.S.C. § 1746, that the following is true and correct, and further that this declaration is made on my personal knowledge and that I am competent to testify as to the matters stated herein:

1. My name is Adley Wahab. On or about December 5, 2007, I was served with a subpoena issued by the staff of the United States Securities and Exchange Commission, Fort Worth Regional Office ("FWRO") in the matter of W Financial Group, LLC ("W Financial") (FW-03166). A copy of this subpoena is attached as Exhibit "A". The subpoena required my appearance at the FWRO for testimony on December 12, 2007.

2. I hereby assert my privilege against self-incrimination under the Fifth Amendment to the United States Constitution and decline to answer any question that will be posed to me during the testimony pursuant to the FWRO subpoena attached as Exhibit "A", other than to identify myself as Adley Wahab.

I, Adley Wahab, do hereby declare under penalty of perjury, in accordance with 28 U.S.C. § 1746, that the foregoing is true and correct.

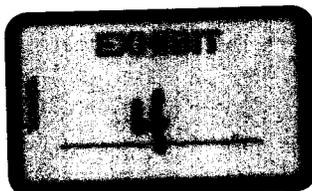
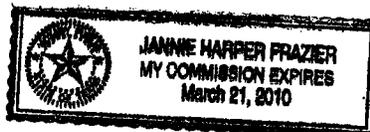
Executed on 1-11, 2008.


Adley Wahab

SUBSCRIBED AND SWORN TO BEFORE ME this 11th day of January, 2008, to certify which witness my hand and official seal.


Notary Public

My commission expires: March 21, 2010



DECLARATION OF MICHAEL WALLENS, Jr.

I, Michael Wallens, Jr., do hereby declare under penalty of perjury, in accordance with 28 U.S.C. § 1746, that the following is true and correct, and further that this declaration is made on my personal knowledge and that I am competent to testify as to the matters stated herein:

1. My name is Michael Wallens, Jr. On or about December 5, 2007, I was served with a subpoena issued by the staff of the United States Securities and Exchange Commission, Fort Worth Regional Office ("FWRO") in the matter of W Financial Group, LLC ("W Financial") (FW-03166). A copy of this subpoena is attached as Exhibit "A". The subpoena required my appearance at the FWRO for testimony on December 14, 2007.

2. I hereby assert my privilege against self-incrimination under the Fifth Amendment to the United States Constitution and decline to answer any question that will be posed to me during the testimony pursuant to the FWRO subpoena attached as Exhibit "A", other than to identify myself as Michael Wallens, Jr.

I, Michael Wallens, Jr., do hereby declare under penalty of perjury, in accordance with 28 U.S.C. § 1746, that the foregoing is true and correct.

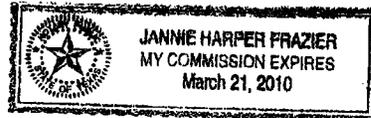
Executed on Jan 11, 2008.

Michael Wallens Jr.
Michael Wallens, Jr.

SUBSCRIBED AND SWORN TO BEFORE ME this 11th day of January, 2008, to certify which witness my hand and official seal.

Jannie Harper Frazier
Notary Public

My commission expires: March 31, 2010



DECLARATION OF MICHAEL WALLENS, Sr.

I, Michael Wallens, Sr., do hereby declare under penalty of perjury, in accordance with 28 U.S.C. § 1746, that the following is true and correct, and further that this declaration is made on my personal knowledge and that I am competent to testify as to the matters stated herein:

1. My name is Michael Wallens, Sr. On or about December 5, 2007, I was served with a subpoena issued by the staff of the United States Securities and Exchange Commission, Fort Worth Regional Office ("FWRO") in the matter of W Financial Group, LLC ("W Financial") (FW-03166). A copy of this subpoena is attached as Exhibit "A". The subpoena required my appearance at the FWRO for testimony on December 13, 2007.

2. I hereby assert my privilege against self-incrimination under the Fifth Amendment to the United States Constitution and decline to answer any question that will be posed to me during the testimony pursuant to the FWRO subpoena attached as Exhibit "A", other than to identify myself as Michael Wallens, Sr.

I, Michael Wallens, Sr., do hereby declare under penalty of perjury, in accordance with 28 U.S.C. § 1746, that the foregoing is true and correct.

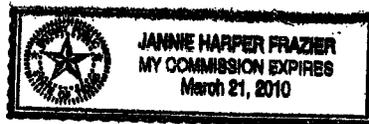
Executed on 1/11, 2008.

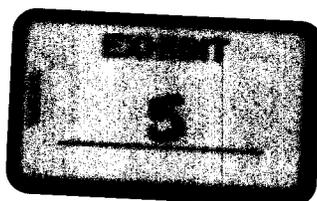
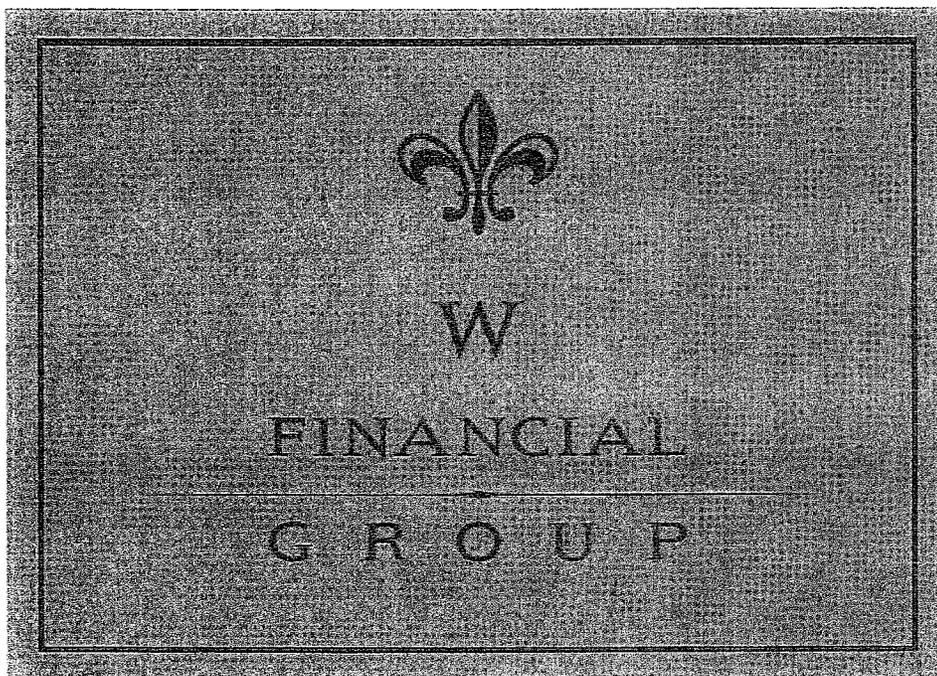

Michael Wallens, Sr.

SUBSCRIBED AND SWORN TO BEFORE ME this 11th day of January, 2008, to certify which witness my hand and official seal.


Notary Public

My commission expires: March 21, 2010



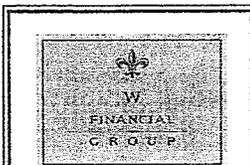


Dear Investor,

We greatly appreciate your interest in investing with W Financial Group. Your investment is guaranteed not only by W Financial Group but is also reinsured by two A rated insurance companies. First of all, we hold a single interest bond issued by Lloyds of London which insures all receivables. Lloyd's is the world's oldest, largest, and most well-known insurance exchange which provides specialist reinsurance services to businesses in over 200* countries and territories. Lloyd's is rated "A-" (Excellent) by A.M. Best and carries a financial size rating of XV. Secondly, W Financial Group holds a Surety Bond through The Republic Group who insures company payables. The Republic Group was formed in Dallas, Texas in 1903 and has operated by the same guiding principles imbued by its founders. For over 100 years, integrity, honesty and fairness remain the cornerstones of their corporate values. They too have an investment grade A.M. Best rating of "A-" (Excellent).

Our President Mike Wallens Sr. has been involved in the automotive and finance industry for over 30 years. During this time he has maintained relationships with some of the highest rated auto, banking, insurance and lending companies in the world. Due to the security of our secured debt obligation account, we feel that it is a suitable investment vehicle for someone in a conservative financial position. Enclosed are the necessary documents to facilitate your Investment. If you have any questions or comments regarding the enclosed information, please contact our corporate office for further assistance.

W Financial Group

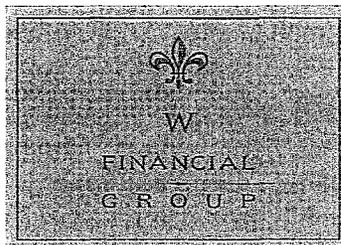


www.wfinancialgroup.com
616 FM 1960 West Suite 528, Houston Texas 77090
1-866-520-9023 | 1-832-550-2021

SECURED DEBT OBLIGATION ACCOUNT

(SDO Account)

- ❖ Collateral Secured Note reinsured by two highly rated insurance companies
- ❖ License issued by the State of Texas; Office of Consumer Credit Commissioner; License Number: 36139
- ❖ Reinsurers consist of Lloyds of London and The Republic Group which both enjoy A.M. Best A ratings
- ❖ The SDO Account offers a 2, 3 & 4 year term with a 1 year renewable option to the client
- ❖ Attractive rates as high as 9% APR
- ❖ Offers liquidity and income based on the term that is chosen
- ❖ Interest compounded on a monthly basis
- ❖ Low Initial Deposit: \$25,000 Minimum
- ❖ Qualified & Non-Qualified accounts accepted
- ❖ Parent company and management group have been conducting business for over 17 years without one customer complaint or late payment



**SECURED DEBT OBLIGATION
TERMS & FEATURES**

2 YEAR TERM

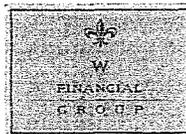
- * Rate: 7%
- * Minimum Deposit: \$25,000
- * Monthly interest earned (*Option 1*)
- * 25% Liquidity equal to no greater than \$25,000 (*Option 2*)

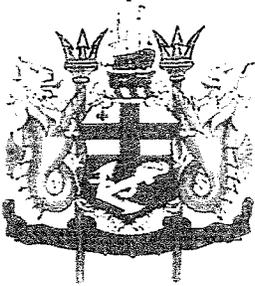
3 YEAR TERM

- * Rate: 7.75%
- * Minimum Deposit \$25,000
- * Monthly interest earned (*Option 1*)
- * 25% Liquidity equal to no greater than \$25,000 (*Option 2*)

4 YEAR TERM

- * Rate: 9%
- * Minimum Deposit \$25,000
- * Monthly interest earned (*Option 1*)
- * 25% Liquidity equal to no greater than \$25,000 (*Option 2*)





LLOYD'S CERTIFICATE

This Insurance is effected with certain Underwriters at Lloyd's, London (not incorporated).

This Certificate is issued in accordance with the limited authorisation granted to the Correspondent by certain Underwriters at Lloyd's, London whose names and the proportions underwritten by them can be ascertained from office of the Intermediary (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters do hereby bind themselves each for his own part, and not one for another, their heirs, executors and administrators.

The Insured is requested to read this certificate, and if not correct, return it immediately to the Correspondent for appropriate alteration.

In the event of a claim under this certificate, please notify the Correspondent via the following Intermediary:

Attn:- Mr. Steve Travers
Single Interest Inc.
5049 Clinton Street Road.
Batavia, New York 14020
U.S.A.

Direct: (585) 345-1770
Business: (585) 343-8621
Fax: (585) 345-6053

Risk Details

Type: COMPREHENSIVE LENDERS SINGLE INTEREST INSURANCE
Form: ECS1/2
Assured: W FINANCIAL GROUP LLC, AUTO ACE ENTERPRISES INC. DBA
TEXAS AUTO PROS

Address:
Corp: 616 FM 1960 West, Suite 528, Houston, Texas 77090, U.S.A.
Lot: 301 S. First St., Garland, Texas 75040, U.S.A.

Period: From: 7th September 2006
To: 7th September 2007
Both days at 12.01am Local Standard Time

Interest: As per form

Limit of indemnity: USD any one Vehicle
USD in respect of Coverage D
USD in Annual Aggregate

Deductible: USD 500 each and every Loss

Territorial Limits: United States of America

Conditions: A. All Risks of Physical Damage Instalment Loan Insurance Covered
B. Unintentional Non-Filing Insurance Covered
C. Skip Insurance Covered
D. Repossession Insurance Covered

Waiver of Subrogation
War & Civil War Exclusion NMA 464
Radioactive Contamination Exclusion NMA 1191
Electronic Date Recognition Exclusion NMA 2802
War and Terrorism Exclusion NMA 2918
30 days Notice of Cancellation – as per form
Service of Suit Clause, LMA 5020 naming:
Kevin Salter, Esq.,
Bolan, Jahnsen, Salter & Sachs
One Liberty Plaza, 23rd Floor
New York, NY 10006

All Claims to be notified directly to:
Mr Steve Travers
Single Interest, Inc
5049 Clinton Street Road
Batavia, New York 14020
U.S.A.

