

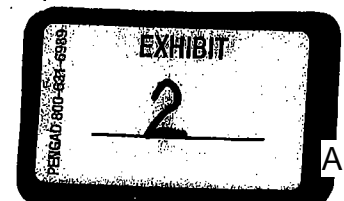
ColonialFIRST Financial

6.10% apy **FDIC INSURED**
12-MONTH CD

214-559-7130

ColonialFIRST
4314 Cole Street Suite 600 Dallas, TX 75205
Located in the Highland Park Plaza Building near
Knox Street & Central Expressway
Appointment Recommended

ASK US ABOUT HIGHER YIELDING FIXED/INCOME ACCOUNTS



ColonialFIRST Financial

6.10% apy **FDIC INSURED**
12-MONTH CD

214-559-7130



4514 Cole Street, Suite 600 Dallas, TX 75205
(Located in the Highland Park Place Building near
Knox Street & Central Expressway)

Appointment Recommended


Yield and deposit amount subject to availability. Penalty for early withdrawal. Yield may include promotional incentive. FDIC insured to \$100,000 per institution. Restrictions may apply. \$50,000 minimum deposit.

ASK US ABOUT HIGHER YIELDING FIXED/INCOME ACCOUNTS

**You've Retired.
Not Your Money.**

6.05 % APY

FDIC INSURED
12 Month CD

 **Colonial
FIRST**
Financial Services

214-559-7130
Appointment Recommended

4514 Cole Street, Suite 600 Dallas, TX 75205
(Located in the Highland Park Place Building near Knox Street & Central Expressway)

Yield and deposit amount subject to availability. Penalty for early withdrawal. Yield may include promotional incentive. FDIC insured to \$100,000 per institution. Restrictions may apply. \$25,000 minimum deposit.

ASK US ABOUT HIGHER YIELDING FIXED/INCOME ACCOUNTS

ColonialFIRST Financial

6.05 % apy FDIC INSURED
12-MONTH CD

214-559-7130



4514 Cole Street, Suite 600 Dallas, TX 75205
(Located in the Highland Park Place Building near
Knox Street & Central Expressway)

Appointment Recommended

Yield and deposit amount subject to availability. Penalty for early withdrawal. Yield may include promotional incentive. FDIC insured to \$100,000 per institution. Restrictions may apply. \$50,000 minimum deposit.

ASK US ABOUT HIGHER YIELDING FIXED/INCOME ACCOUNTS

Colonial First Financial**5.89% apy****FDIC INSURED 12-MONTH CD****214-559-7130**

4514 Cole Street, Suite 600

Dallas, TX 75205

*(Located in the Highland Park Place Building
near Knox Street & Central Expressway)***Appointment Recommended**

Yield and deposit amount subject to availability. Penalty for early withdrawal.
Yield may include promotional incentive. FDIC insured to \$100,000 per institution.
Restrictions may apply. \$50,000 minimum deposit.

ASK US ABOUT HIGHER YIELDING FIXED/INCOME ACCOUNTS

1832

NAME: ABDULWAHAB, ADLEY HUSNI
DCC# 337 CAUSE NO: 096820001010
OFFENSE: FORGERY COMMERCIAL I FS
FILED: 11/14/03 BAIL: 002000

COMPLAINT FILED 3 2004

NOV 14 2003

ELIMINARY ASSIGNED COURT APPEARANCE SETTING

GENERAL ORDERS OF COURT

11-17-03 meant

DEC 02 2003

Court files that PC exist - per Ju
Defendant Abdulwahab appeared - RS-12-17-03a
with/without counsel I.H.A.

002000

12-17-03

Defendant Abdulwahab appeared
with/without counsel RS ARRS

JAN 07 2004

Defendant Abdulwahab appeared -
with/without counsel RS-1-30-04a

JAN 30 2004

Defendant Abdulwahab appeared
with/without counsel RS-2-26-04c

FEB 26 2004

Defendant Abdulwahab appeared RS 3-15-04
with/without counsel Sinclair Array

1 of 1

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GENERAL ORDERS OF THE COURT
MAR 15 2004

RS 4-6-a)
Defendant Robert [unclear] appeared
with/without counsel confer
AC 1

APR 06 2004

THE DEFENDANT, Robert [unclear] RS 4-23-a)
VS. STATE OF MISSISSIPPI plea
The Court made no finding of
guilt and placed the defendant on
probation for 5 years.

APR 19 2004

FELONY INDICTMENT

APR 23 2004

The Defendant, Robert [unclear] appeared
in Person With Counsel Noted by Clerk
W. D. [unclear] - Appointed For The State
Court Reporter: [unclear]
HRS Presiding Don [unclear]

DEFENDANT: WAIVED ARRAIGNMENT AND FORMAL
READING OF THE INDICTMENT, IN OPEN COURT
[unclear]

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ORDER DEFERRING ADJUDICATION OF GUILT

CAUSE NO. 968200

THE STATE OF TEXAS
VS.

IN THE 337th DISTRICT COURT.

COUNTY CRIMINAL COURT
AT LAW NO. _____

Adnan Husni Abdulwahab
(Name of Defendant)

AKA _____

OF HARRIS COUNTY, TEXAS

Date of Order: 4-23-2004 Date of Offense: 9-15-2001

Attorney or State: W. D. Ingram

Attorney or Defendant: Natasha Sinclair

☐ Defendant Waived Counsel

Offense: Forgery

☐ A MISDEMEANOR, CLASS: A | B | C ☒ A FELONY, DEGREE (SJ) 3rd | 2nd | 1st

or (Plea Bargain (In Detail):

5 years DADJ, Office, 300 hrs CS, DAET, PUA, letter of apology to Mr. Antley & Neilman Marcus, \$50. Fine stops \$10,419 restitution to Flealess Inc. - Ruth Thelmer.

(Circle appropriate selection -- N/A = not available or not applicable)

Charging Instrument: Complaint | Indictment | Information
Paragraph(s): 1st Paragraph True | Not True | (N/A) 2nd Paragraph True | Not True | (N/A)

Findings on: 1st Paragraph True | Not True | (N/A) 2nd Paragraph True | Not True | (N/A)
Enhancement(s): True | Not True | (N/A) True | Not True | (N/A) Plea: Guilty | ~~Not Contendere~~

Affirmative Findings:
Adversely affected: Yes | No | (N/A) Family Violence: Yes | No | (N/A) Victim Selected by Bias/Prejudice: Yes | No | (N/A) Victim Younger Than 17 years: Yes | No | (N/A) Controlled Substance Used to Commit Crime: Yes | No | (N/A)

ADJUDICATION OF GUILT DEFERRED

DEFENDANT PLACED ON COMMUNITY SUPERVISION FOR: 5 DAYS/MONTHS YEARS

DEFENDANT ASSESSED A FINE IN THE AMOUNT OF \$ 0

SEE SPECIAL INSTRUCTIONS, incorporated herein by reference.

Days toward incarceration: 14 days toward fine and costs: 14 days toward incarceration, fine and costs: 14 COURT COSTS: \$ 198.00

(Mark appropriate selections below, if applicable)

Name changed from _____

Judgment Addendum incorporated herein by reference.

APP056

Abdulwahab



This cause being called for trial, in Harris County, Texas, unless otherwise referenced, the State appeared by her District Attorney as named above and the Defendant above appeared in person with Counsel as named above; or the Defendant knowingly, intelligently, and voluntarily waived the right to representation by counsel as above in writing in open court, and both parties announced ready for trial. The Defendant elected to proceed under Art. 42.12, 5(a) C.C.P., and in open court, jury been waived, the Defendant pleaded as indicated above.

Thereupon, the Defendant was admonished by the Court of the consequences of the said plea, and the Defendant persisted in entering said plea; and it plainly appearing to the Court that the Defendant was mentally competent to stand trial and that the Defendant was uninfluenced by any consideration of fear, or persuasion or lusive hope of pardon prompting the Defendant plead as indicated above; the said plea was accepted by the Court. The Defendant having in open court, in writing, waived appearance, confrontation, and cross-examination of witnesses, consented to the stipulation of evidence and to the introduction of testimony by affidavits, written statements of witnesses, and any other documentary evidence; and such waiver and consent having been approved by the Court in writing and filed in the papers of the cause, said plea of the Defendant was received and entered of record.

The trial proceeded before the Court, and after the evidence was submitted and the argument of counsel thereon, the Court found that such evidence substantiates the defendant's guilt in this cause, and further found that the best interests of society and of the Defendant would be served by deferring proceedings without entering an indication of guilt and placing the Defendant on Community Supervision in this cause.

IT IS ORDERED AND ADJUDGED that in accordance with Art. 42.12, 5(a) C.C.P.; no judgment shall be entered in this cause and the Defendant is hereby placed Community Supervision in this cause for a period as indicated above, from the date of this order, pending the Defendant's abiding by and not violating the terms and conditions of the Defendant's Community Supervision. Further, the court finds the Presentence Investigation, if so ordered, was done according to the applicable provisions Art. 42.12, 9 C.C.P..

Signed and entered on

April 23, 2004
X Don Strickland
JUDGE PRESIDING

44619P0700

Community Supervision
Expires on: 4-22-2009

Office of Appeal: _____

andate Received: _____

ter Mandate Received, Sentence to Begin Date is: _____

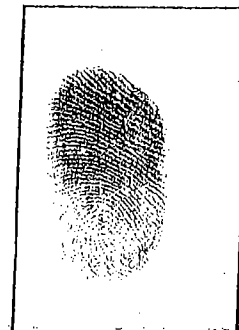
ceived on _____ at _____ AM | PM.
eriff, Harris County, Texas

Deputy

DB

Entered	<u>13-959</u>
Verified	<u>[Signature]</u>
LCBT	<u>[Signature]</u>
LCBU	<u>[Signature]</u>

SPECIAL INSTRUCTION OR NOTES: _____



CONDITIONS OF COMMUNITY SUPERVISION

THE STATE OF TEXAS

VS.

ADLEY HUSNI ABDULWAHAB

IN THE 337TH DISTRICT COURT OF
HARRIS COUNTY, TEXAS

CAUSE NUMBER 0968200

On this the 23RD day of APRIL, 2004, you are granted 5 years community supervision for the State Jail felony offense of FORGERY COMMERCIAL INSTRUMENT in accordance with section 5 of Article 42.12, Texas Code of Criminal Procedure, in the 337TH District Court of Harris County, Texas, by the Honorable DON STRICKLIN, Judge Presiding. It is the order of this Court that you abide by the following Conditions of Community Supervision:

- (1) Commit no offense against the laws of this or any other State or of the United States.
- (2) Avoid injurious or vicious habits. You are forbidden to use, possess, or consume any controlled substance, dangerous drug, marijuana, alcohol or prescription drug not specifically prescribed to you by lawful prescription. You are forbidden to use, consume, or possess alcoholic beverages.
- (3) Avoid persons or places of disreputable or harmful character, specifically: _____.
- (4) Report immediately in person, to the Community Supervision Officer for the 337TH District Court on the 23RD day of APRIL, 2004 and continue to report to the Community Supervision Officer on the 23RD of each month thereafter or as directed by the Community Supervision Officer for the remainder of the supervision term unless so ordered differently by the Court. **APPOINTMENTS WILL NOT BE RESCHEDULED BY THE DEFENDANT**
- (5) Permit a Community Supervision Officer to visit you at your home, place of employment or elsewhere.
- (6) Abide by the rules and regulations of the Harris County Community Supervision and Corrections Department (hereinafter referred to as HCCS&CD). Refrain from disorderly conduct, abusive language or disturbing the peace while present at any HCCS&CD office or facility.
- (7) Work faithfully at suitable employment and present written verification of employment (including all attempts to secure employment) to your Community Supervision Officer on each reporting date. You must notify HCCS&CD within 48 hours of any change in your employment status.
- (8) Remain within a specified place, to wit: Harris County, Texas, or _____. You may not travel outside of Harris County, Texas, or _____ unless you receive prior written permission from the Court through your Community Supervision Officer. You must notify HCCS&CD within 48 hours of any change of residence.
- (9) Support your dependents as required by law. Provide your Community Supervision Officer with a certified copy of all Court orders requiring payment of child support.
- (10) Submit to RANDOM drug/alcohol analysis by authorized personnel of HCCS&CD, including any department having courtesy supervision jurisdiction. Provide proof of any medication legally prescribed to you prior to submitting a specimen.
- (11) Participate in the HCCS&CD Community Service Restitution Program (CSRP). You shall perform a total of 300 hours, at the rate of 10 hours per MONTH beginning MAY 23, 2004.

14619P0701

CONDITIONS OF COMMUNITY SUPERVISION

FOR: ADLEY HUSNI ABDULWAHAB

CAUSE NUMBER: 0968200

(12) Pay the following fees through HCCS&CD as specified herein. All payments **MUST** be in the form of a money order or cashier's check. Personal checks will not be accepted.

12.1 Pay a **Supervision Fee** at the rate of \$40.00 per month for the duration of your community supervision beginning MAY 23, 2004 to HCCS&CD.

12.2 Pay a **Fine** of \$00.00 and **Court Costs** of \$198.00 at the rate of \$5.00 per month beginning MAY 23, 2004 to Harris County through HCCS&CD. You are given credit for 0 days.

12.3 Pay **Laboratory Fees** of \$5.00 per month for the duration of your community supervision beginning MAY 23, 2004 to HCCS&CD.

12.4 Pay a \$12.50 fee for an **Offender Identification Card** by MAY 23, 2004 to HCCS&CD.

12.5 Pay \$ 10,419.00 **Restitution** at the rate of \$200.00 per month beginning MAY 23, 2004 through HCCS&CD to: FLAWLESS INC C/O RUTH TUROBINER 6047 TAMPA TARZANA CA 94182

12.6 Pay \$50.00 to **Crime Stoppers of Houston** at the rate of \$50.00 beginning JUNE 23, 2004 through HCCS&CD.

(13) Report in person to HCCS&CD by MAY 23, 2004 for the purpose of creating and obtaining your **Offender Identification Card**. You are to carry this identification card on your person at all times.

(14) Submit to an **alcohol/drug evaluation** by JUNE 23, 2004, and at anytime thereafter as directed by your Community Supervision Officer. Attend treatment and aftercare as recommended or as designated by the Court, including but not limited to the **STAR Drug Court Program**. Comply with all program rules, regulations and guidelines until successfully discharged or released by further order of the Court. On each reporting date, submit written verification of your enrollment, attendance and/or successful completion of the program to your Community Supervision Officer, to be retained in HCCS&CD's file.

(15) Participate in the HCCS&CD **Maximum Supervision Program** any time that you are assessed by HCCS&CD to require maximum supervision. Comply with all program rules, regulations and guidelines until successfully discharged or released by further order of the Court.

(16) Provide proof of your **High School Diploma** or participate in a **General Educational Development (G.E.D.) program** beginning MAY 23, 2004. Comply with all program rules, regulations and guidelines until successfully discharged or released by further order of the Court. On each reporting date, submit written verification of your enrollment, attendance and/or successful completion of the program to your Community Supervision Officer, to be retained in HCCS&CD's file.

17) You are not to lie or make false statements to any employee of HCCS&CD beginning APRIL 23, 2004.

18) Write a **letter of apology** to the complainant, NEIMAN MARCUS and submit it to your Community Supervision Officer in a stamped unsealed envelope for review by YOUR CSO and mailing to the complainant by MAY 20, 2004.

V4619P0702

CONDITIONS OF COMMUNITY SUPERVISION

FOR: ADLEY HUSNI ABDULWAHAB

CAUSE NUMBER: 0968200

I understand that under the laws of this State, the Court shall determine the terms and conditions of Community Supervision, and may alter or modify said conditions during the period of Community Supervision. I further understand that failure to abide by these Conditions of Community Supervision may result in the revocation of Community Supervision or an adjudication of guilt.

Community Supervision expires the 22ND day of APRIL A.D. 2009

Adley Abdulwahab
ADLEY HUSNI ABDULWAHAB, DEFENDANT

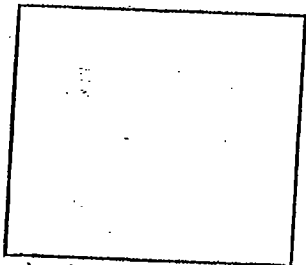
4-23-04
DATE

Signed this 23TH day of APRIL A.D. 2004
Don Stricklin
DON STRICKLIN, PRESIDING JUDGE

Mary Dooley
MARY DOOLEY, COURT LIAISON OFFICER
4-23-04
DATE

SPN: 01801294

PLEA: GUILTY



Defendant's Right Thumbprint

14619P0703

E OF TEXAS

LEY HUSNI ABDULWAHAB
FUCHSIA LANE
IBLE, TX 77346

185th
GJ

SPN:
DOB: 01/01/1974
DATE PREPARED: 11/14/2003

D.A. LOG NUMBER: 902632
CJIS TRACKING NO.:
BY: TW DA NO: 001707098
AGENCY: HPD
O/R NO: 013530002
ARREST DATE: TOBE

CODE: 2501
NY CHARGE: FORGERY-COMMERCIAL INSTRUMENT
E NO: 0968200
IS COUNTY DISTRICT COURT NO: 337
SETTING DATE:

BAIL: \$2,000
PRIOR CAUSE NO:

Vol. 258 Page 378
AXQM

E NAME AND BY AUTHORITY OF THE STATE OF TEXAS:

y organized Grand Jury of Harris County, Texas, presents in the District Court of Harris County, Texas; that in Harris County, Texas,
HUSNI ABDULWAHAB, hereafter styled the Defendant, heretofore on or about SEPTEMBER 15, 2001, did then and there
lly, and with intent to defraud and harm, forge the writing duplicated attached, hereto as Exhibit A, which purported to be the act of
who did not authorize that act, by making it, knowing it was forged:

ASST. FOREMAN

185TH

THE PEACE AND DIGNITY OF THE STATE.

George T. [Signature]

V4609P0723

EXHIBIT A

P.O. BOX 768 SULPHUR SPRINGS, TX 75483 (800) 621-8030

FIDELITY EXPRESS
DIVISION OF FIDELITY ENTERPRISES, INC.

INTERNATIONAL
MONEY ORDER

NOT VALID UNLESS MONEY ORDER IS MACHINE IMPRINTED

161817426 0

PAY TO THE ORDER OF
que a la orden de

NEWMAN MARCUS
Phillip Quartz

500.00

2400 Country Sq. Atlanta, GA 30316

PURCHASER'S SIGNATURE (Firma de Comprador)

BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

009120355719701618174260

0000050000

V4609P0724



Case No. 0968200

THE STATE OF TEXAS

V.

ADLEY HUSNI ABDULWAHAB, DEFENDANT

337 District Court

Harris County, Texas

ORDER AFFECTING COMMUNITY SUPERVISION

After considering the community supervision officer's recommendation and other evidence, the presiding judge FINDS that the Defendant ☒ has ☐ has not satisfactorily fulfilled the conditions of supervision imposed by the court under The Texas Code of Criminal Procedure and / or Chapter 481 of the Texas Health and Safety Code:

MOTION DENIED

- ☐ The defendant has not satisfactorily fulfilled the conditions of supervision imposed by the court for the full term of the supervision period to which he / she was sentenced.
- ☐ Accordingly, the Court ORDERS defendant's motion to modify community supervision denied.

MOTION GRANTED

Full Term

- ☐ The defendant has satisfactorily fulfilled the conditions of supervision imposed by the court for the full term of the supervision period to which he / she was sentenced.

Early Termination

- ☐ The defendant has satisfactorily fulfilled the conditions of supervision imposed by the court for two (2) years or for more than one-third (1/3) of the time to which defendant was sentenced to community supervision.

Deferred Adjudication

- ☒ The best interests of the defendant and society will be served by the early termination of defendant's supervision period. The Court has not proceeded to an adjudication of guilt during the period of supervision.

Conditional Discharge

☐ ☐

Other Comments

☐ ☐

Accordingly, the Court ORDERS defendant's community supervision terminated

The Court further (ORDERS, ADJUDGES AND) DECREES that

- ☒ The defendant is discharged according to law

Date signed: June 4, 2007

[Handwritten signatures]

GET

APP063

EXHIBIT 2

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

vs.

**W FINANCIAL GROUP, LLC,
ADLEY H. ABDULWAHAB a/k/a Adley Wahab,
MICHAEL K. WALLENS, SR., and
MICHAEL K. WALLENS, JR.**

Defendants,

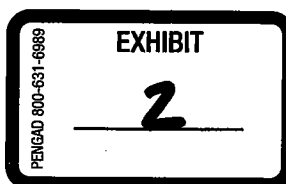
Civil Action No.
3:08-CV-0499-N

**PLAINTIFF'S FIRST REQUESTS FOR ADMISSIONS TO
DEFENDANT MICHAEL K. WALLENS SR.**

Plaintiff Securities and Exchange Commission ("Commission") requests, pursuant to F.R.C.P. Rule 36 and the Court's order permitting expedited discovery, that Defendant Michael K. Wallens, Sr. within thirty (30) days from service, make the following admissions.

DEFINITIONS AND INSTRUCTIONS

1. The terms "Wallens Sr." or "you" means Defendant Michael K. Wallens, Sr., or any person acting on behalf of Defendant Michael K. Wallens, Sr.
2. "Defendants" means W Financial Group, LLC, ("WFG"), Adley H. Abdulwahab a/k/a Adley Wahab ("Wahab"), Wallens Sr. and Michael K. Wallens, Jr. ("Wallens Jr.") and their servants, employees and attorneys and those persons in active concert or participation with Defendants.



3. "SDOs" refers to the Secured Debt Obligations issued by WFG.

4. "Commission Lawsuit" means the above-captioned civil injunctive action, Civil Action No. 3:08-CV-0499-N (ND Tex.).

5. Unless otherwise specified, the term "investor" or "investors" refer to any person or entity that provided funds in connection with the WFG investment program described in the Complaint filed in the Commission Lawsuit.

6. The words "document" or "documents" include the original and all non-identical copies of all written communications, including but not limited to all letters, correspondence, memoranda, notes, telegrams, pamphlets, reports, ledgers, records, studies, books, working papers, diaries, calendars, charts, papers, drawings, sketches, graphs, data sheets, data processing cards, tapes, sound recordings, and every manner of written, typewritten, printed, or recorded graphic or photographic matter, sound reproduction, magnetic impulse or computer entry, however any of the above may be produced, reproduced, reduced, recorded, punched, stored, taped, transcribed or received and which are now or were formerly in defendants' possession or custody or subject to their control, or within the possession, custody or control of defendants' agents, representatives, employees or attorneys, or their agents, employees, or representatives.

7. The word "person" means the plural form, as well as the singular of any natural person, firm, unincorporated association, partnership, joint venture, corporation or other form of legal entity or group, including any officers, directors, agents, partners, trustees, representatives or employees of any such person or persons.

8. Unless otherwise specified, the time period covered by these Requests for Admissions is from January 1, 2006 through the present.

REQUESTS FOR ADMISSIONS

1. WFG was organized under Texas law in September 2006
2. WFG was organized for the sole purpose of operating the investment program involving the offer and sale of SDOs.
3. You have been a member of WFG from its inception in September 2006 through the present.
4. From the creation until January 18, 2007, you have been the managing member of WFG.
5. You participated in the formation of WFG in September 2006.
6. At all times during the offer and sale of WFG SDOs, you were aware that WFG was formed in 2006.
7. You participated in the decision of WFG to offer and sell the SDOs.
8. WFG did not file a registration statement with the Securities and Exchange Commission in connection with its offer and sale of SDOs.
9. WFG's offer and sale of SDOs did not fall under any exemption to the registration requirement contained in Section 5 of the Securities Act of 1933.
10. Investors purchased at least \$17.4 million of WFG SDOs.
11. WFG returned \$3.6 to investors who purchased SDOs in the form of purported interest payments and refunds of principal.
12. You participated in the decision to use WFG investor funds to purchase a controlling interest in National Power Company ("NPC") and operate NPC, a licensed retail energy service provider.
13. At the time WFG purchased a controlling interest in NPC, you had knowledge that the funds used to make the purchase were derived from WFG investors.
14. At the time WFG was operating NPC, you had knowledge that funds used to operate NPC were derived from WFG investors.
15. WFG used \$1.7 million of funds collected from investors to purchase the controlling interest in NPC.
16. WFG used at least \$3.4 million of WFG investor funds to operate NPC.
17. There was no insurance or guarantee that insulated the NPC from market risks.

18. You had knowledge that there was no insurance or guarantee that insulated the NPC from market risks.
19. While WFG was offering and selling the SDOs, WFG did not disclose to investors that their funds would be used to purchase a retail energy service provider.
20. You did not personally take any steps to disclose to WFG investors that their funds would be used to purchase a retail energy service provider.
21. You participated in the decision to use WFG investor funds to build and sell custom houses.
22. WFG's home-building business was conducted under the name W Custom Builders.
23. You had knowledge that the business activities of W Custom Builders were financed primarily with WFG investor funds.
24. WFG used at least \$3.8 million of WFG investor funds to operate W Custom Builders.
25. While WFG was offering and selling the SDOs, WFG did not disclose to investors that their funds would be used to operate a home-building business.
26. You did not personally take any steps to disclose to WFG investors that their funds would be used to operate a home-building business.
27. There was no insurance or guarantee that insulated the W Custom Builders from market risks.
28. You had knowledge that there was no insurance or guarantee that insulated the W Custom Builders from market risks.
29. WFG used investor funds to operate a used automobile business under the name Auto Ace Enterprises, Inc. dba Texas Auto Pros ("Auto Pros").
30. You participated in the decision to use WFG investor funds to operate Auto Pros.
31. You had knowledge that, during the offer and sale of the SDOs, the business activities of Auto Pros were financed primarily with WFG investor funds.
32. WFG used at least \$1.8 million of WFG investor funds to operate Auto Pros.
33. While WFG was offering and selling the SDOs, WFG did not disclose to investors that their funds would be used to operate a used car business.

34. You did not personally take any steps to disclose to WFG investors that their funds would be used to operate a used car business.
35. There was no insurance or guarantee that insulated Auto Pros from market risks.
36. You had knowledge that there was no insurance or guarantee that insulated the Auto Pros from market risks.
37. WFG used \$350,000 of investor funds to purchase a "life settlement" contract from A&O Life Funds LP.
38. You participated in the decision to use WFG investor funds to purchase the "life settlement" contract from A&O Life Funds LP.
39. You had knowledge that, during the offer and sale of the SDOs, WFG used investor funds to purchase the "life settlement" contract from A&O Life Funds LP.
40. While WFG was offering and selling the SDOs, WFG did not disclose to investors that their funds would be used to purchase a "life settlement" contract.
41. You did not personally take any steps to disclose to WFG investors that their funds would be used to purchase a "life settlement" contract.
42. WFG used \$2 million of WFG investor funds to make a loan to a company affiliated with Wahab.
43. You participated in the decision to use WFG investor funds to make a loan to a company affiliated with Wahab.
44. WFG used \$300,000 of WFG investor funds to make a loan to Wahab.
45. You participated in the decision to use WFG investor funds to make a loan to Wahab.
46. You had knowledge that, during the offer and sale of the SDOs, WFG used investor funds to make a loan to Wahab.
47. You had knowledge that, during the offer and sale of the SDOs, WFG used investor funds to make a loan to a company affiliated with Wahab.
48. While WFG was offering and selling the SDOs, WFG did not disclose to investors that their funds would be used to make a loan for the benefit of any principal of WFG.
49. You did not personally take any steps to disclose to WFG investors that their funds would be used to make a loan for the benefit of any principal of WFG.

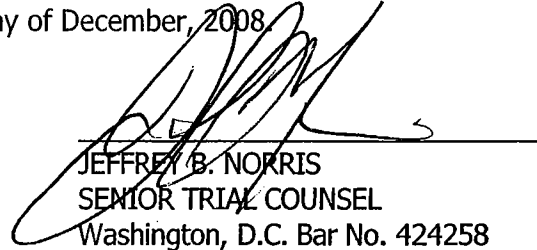
50. Exhibit 1 to these Requests for Admissions is a true and correct copy of a package of materials created by WFG to promote the sale of the SDOs. (WFG-000014-WFG 000033).
51. You participated in the creation of Exhibit 1.
52. You reviewed Exhibit 1 while the SDOs were being offered and sold and you were aware of the statements made in Exhibit 1.
53. You had knowledge that Exhibit 1 was disseminated to investors and potential investor during the offer and sale of the SDOs.
54. You had knowledge that Colonial First Financial supplied copies of Exhibit 1 to clients in connection with the offer and sale of the WFG SDOs.
55. You had knowledge that Colonial First Financial used newspaper advertisements similar to those in Exhibit 2 as a means of attracting customers.
56. You had knowledge that investors who purchased WFG SDOs were attracted to Colonial First Financial by newspaper advertisements similar to those in Exhibit 2.
57. WFG never had an insurance policy that covered any part of the principal amount invested in WFG SDOs.
58. WFG never had an insurance policy that covered any part of the interest promised by WFG to purchasers of the SDOs.
59. You had knowledge that WFG never had an insurance policy that covered the principal amount of the SDOs purchased by investors.
60. You had knowledge that WFG never had an insurance policy that covered the interest promised by the SDOs purchased by investors.
61. While Exhibit 1 was being used in connection with the offer and sale of WFG SDOs, you had knowledge that the package contained a document purporting to be a certificate for an insurance policy from Lloyd's of London ("Lloyd's")(WF-00018-19).
62. While Exhibit 1 was being used in connection with the offer and sale of WFG SDOs, WFG's policy from Lloyd's had an annual aggregate maximum coverage of \$100,000.
63. While Exhibit 1 was being used in connection with the offer and sale of WFG SDOs, you had knowledge that WFG's policy from Lloyd's had an annual aggregate maximum coverage of \$100,000.

64. WFG redacted information about the policy limits from the Lloyd's certificate before disseminating it to investors as part of Exhibit 1
65. You had knowledge that WFG redacted information about the policy limits from the Lloyd's certificate before disseminating it to investors as part of Exhibit 1.
66. While Exhibit 1 was being used in connection with the offer and sale of WFG SDOs, you had knowledge that the package contained a document purporting to be a certificate for an insurance policy from The Republic Group ("Republic") (WF-00020-23).
67. While Exhibit 1 was being used in connection with the offer and sale of WFG SDOs, WFG's policy from Republic had an annual aggregate maximum coverage of \$25,000.
68. While Exhibit 1 was being used in connection with the offer and sale of WFG SDOs, you had knowledge that WFG's policy from Republic had an annual aggregate maximum coverage of \$25,000.
69. WFG redacted information about the policy limits from the Republic certificate before disseminating it to investors as part of Exhibit 1
70. You had knowledge that WFG redacted information about the policy limits from the Republic certificate before disseminating it to investors as part of Exhibit 1.
71. As stated in Exhibit 1 to these Requests for Admissions, WFG represented to investors that the SDOs would be protected by collateral (WFG-000016 and WFG-000025).
72. WFG never made an assignment of any collateral to either the investors or to the SDOs themselves.
73. WFG did not inform investors that WFG never made an assignment of any collateral to either the investors or to the SDOs themselves.
74. While WFG was offering and selling the SDOs, you had knowledge that WFG never made an assignment of any collateral to either the investors or to the SDOs themselves.
75. You took no steps to inform WFG investors that WFG never made an assignment of any collateral to either the investors or to the SDOs themselves.
76. In April, 2008, the Defendants solicited bids from potential purchasers of NPC.
77. When bidding closed on April 7, 2008, Defendants received no offers to purchase NPC.

78. Apart from an offer by David Barrett, during the months of April and May, Defendants received no offers to purchase NPC.
79. On May 1, 2008, the date that David Barrett purportedly purchased NPC, NPC had a negative value.
80. On or about April 11, 2008, Intelometry performed a mark-to-market analysis of NPC's retail sale portfolio that concluded that the NPC contract portfolio had a value of negative \$1.75 million.
81. NPC ceased to operate as an ongoing business on May 28, 2008, because it was no longer in compliance with Texas state regulatory requirements.
82. Wahab, Wallens Sr. and Wallens Jr. supplied the \$1 million used to purchase NPC on behalf of Barrett from their personal funds.
83. After completion of Barrett's purchase of NPC, Wahab, Wallen Sr. and Wallen Jr. supplied Barrett and NPC with at least \$1 million in additional personal funds to operate NPC.
84. If NPC had purchased a "hedge" in April or May 2008, NPC would have remained insolvent.
85. Defendants never communicated with anyone who expressed a willingness to sell NPC a "hedge".
86. During the period from January 1, 2008 through May 5, 2008, Wahab, Wallen Sr. and Wallens Jr., collectively, had sufficient personal funds and assets to purchase a "hedge" on behalf of NPC.
87. No employee of the Securities and Exchange Commission took any action to prevent the Defendants from purchasing a "hedge" for NPC with their own personal funds.

88. Neither the Special Master nor any agent of the Special Master took any action to prevent the Defendants from purchasing a "hedge" on behalf of NPC with their own personal funds.

Dated and signed on the 9th day of December, 2008.



JEFFREY B. NORRIS
SENIOR TRIAL COUNSEL
Washington, D.C. Bar No. 424258
U.S. SECURITIES & EXCHANGE
COMMISSION
801 Cherry St., 19th Floor
Fort Worth, Texas 76102
Office: (817) 978-6452
Fax: (817) 978-4927
Norrisj@sec.gov

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of December, 2008, I caused the foregoing ***Plaintiff's First Request for Admissions to Defendant Michael K. Wallens, Sr.*** to be served upon those persons and/or parties listed below and by causing a true and correct copy thereof to be deposited in an authorized Federal Express depository at Fort Worth, Texas, with express charges (priority overnight) prepaid and addressed to:

Vernon Jones, Receiver
Grant Thornton LLP
333 Clay Street, Suite 3700
Houston, Texas 77002

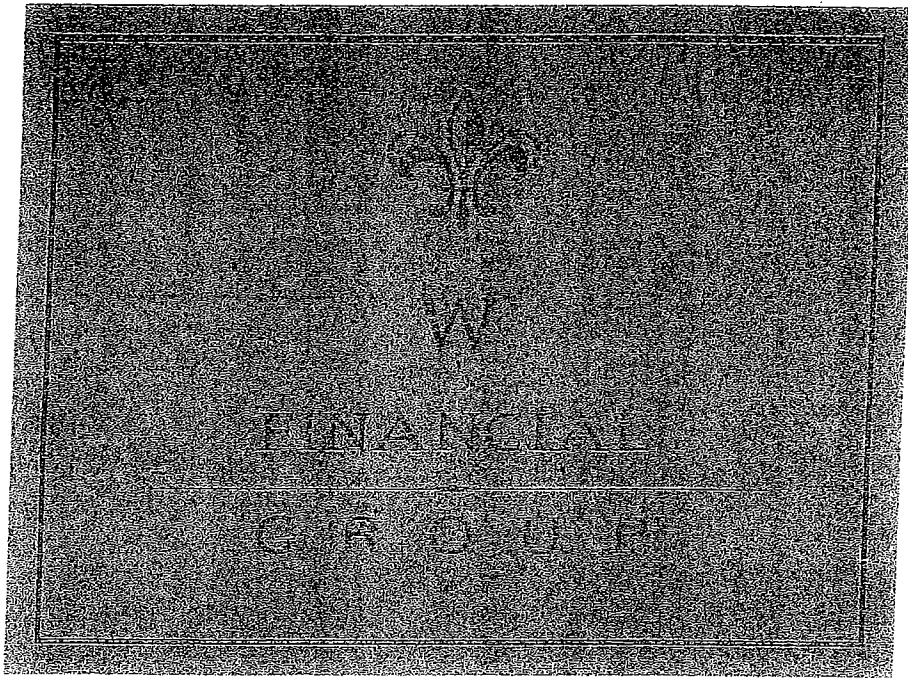
John Teakell
Milner & Finn
2828 N. Harwood Street, Ste 1950
Dallas, Texas 75201
Attorney for Defendants Adley Abdulwahab
a/k/a Adley Wahab, Michael Wallens Sr.,
and Michael Wallens, Jr.

Stephen M. Komie
Komie and Associates
One North LaSalle Street, Suite 4200
Chicago, Illinois 60602
Attorney for Defendants Adley Abdulwahab
a/k/a Adley Wahab, Michael Wallens Sr.,
and Michael Wallens, Jr.

John S. Brannon
Thompson & Knight LLP
1722 Routh Street, Suite 1500
Dallas, TX 75201-2533
Attorney for Receiver and W Financial Group,
LLC.



Jeffrey B. Norris

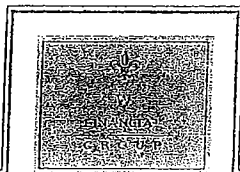


Dear Investor,

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

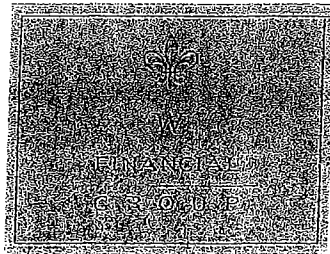
616 FM 1960 West Suite 528, Houston Texas 77099

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 YF 12 FIRM

- * 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

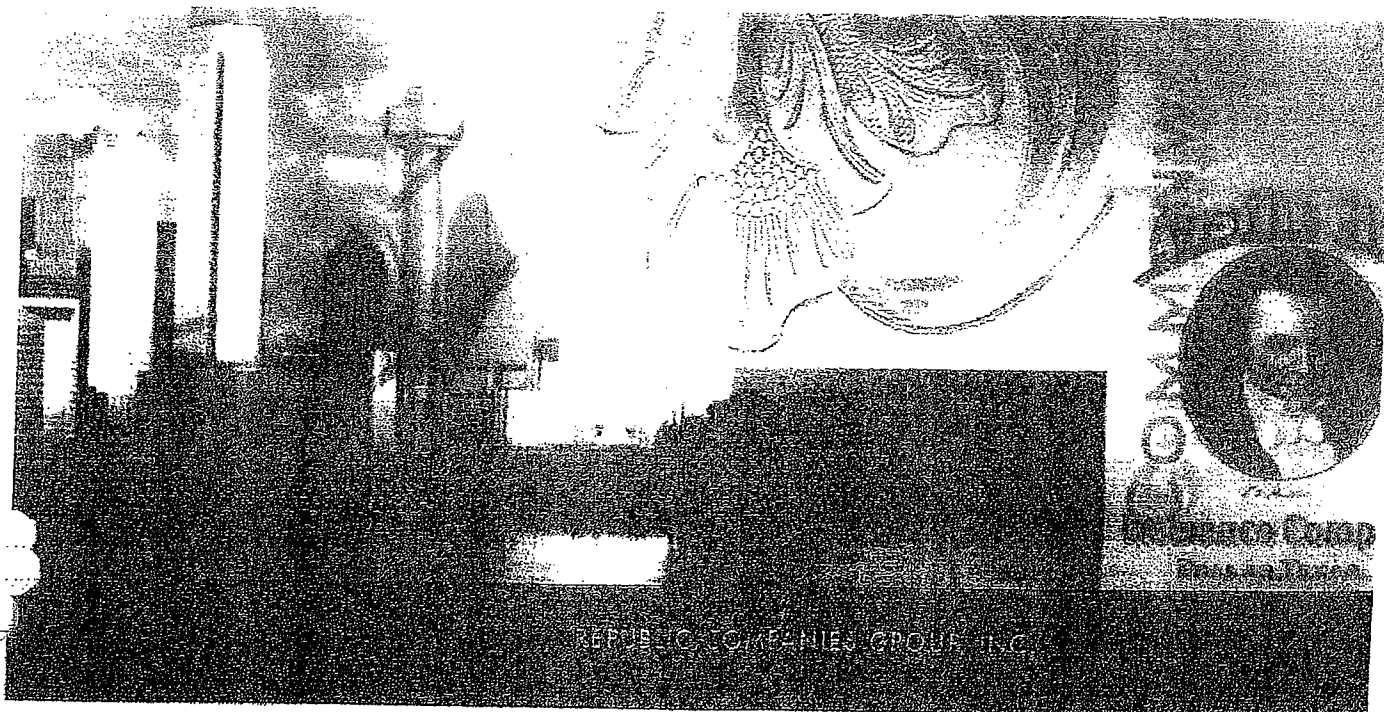
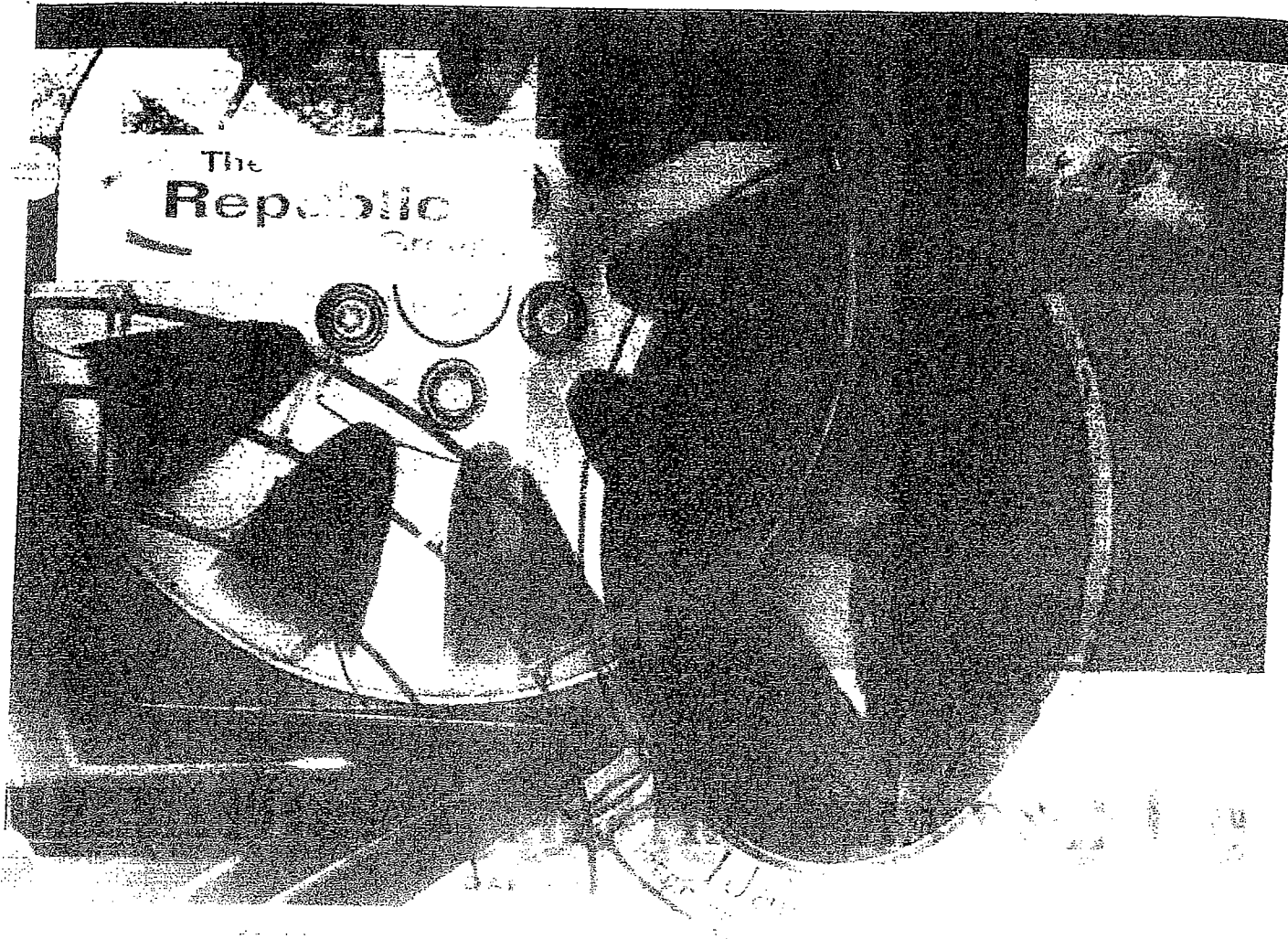
Territorial Limits: United States of America

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.



Republic Group:

Member Companies

Each member company of The Republic Group is separate and distinct from the other companies and is responsible for underwriting its own policies.

The member companies of The Republic Group are:

Republic Underwriters Insurance Company

Southern Insurance Company

Republic Fire and Casualty Insurance Company

Republic-Vanguard Insurance Company

Southern Underwriters Insurance Company

Southern County Mutual Insurance Company

Southern Vanguard Insurance Company

Republic Lloyds

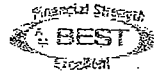
Our History

In 1903, brothers Ike and George Jalonick took on the gargantuan task of organizing a new Texas-owned fire insurance company after others had tried and failed. The brothers formed new stock companies in Dallas, Texas that would later become the companies now known as The Republic Group.

Since inception, The Republic Group has operated by the same guiding principles imbued by its founders. For over 100 years, integrity, honesty and fairness remain the cornerstones of our corporate values.

Financial Strength

Based on financial condition and operating performance, the A.M. Best Company has assigned our companies a Best's Rating of A- (Excellent),
VIII.



The Excellent rating is assigned to companies which have, on balance, excellent financial strength, operating performance and market profile when compared to the standards established by the A.M. Best Company. In the opinion of the A.M. Best Company, these companies have a strong ability to meet their ongoing obligations to policyholders.

(A.M. Best is a leading, world-wide recognized independent rating agency which reports on the financial strength of insurance companies.)

MOTOR VEHICLE DEALER'S SURETY BOND

Bond Number CD4315

KNOW ALL BY THESE PRESENTS, THAT

Auto Ace Enterprises INC

Name dba Texas Auto Pros

Address(es) 301 S. First Street

City, State, and Zip Garland, TX 75040

COPY

As Principal, whose place of business and any supplemental location(s) operated under the same general distinguishing number is/are located at the address(es) set forth above, and

SOUTHERN INSURANCE COMPANY

Administrative Office

1840 N. Greenville Avenue, Suite 178

Richardson, Texas 75081

as Surety, duly authorized and qualified to do business as a surety company in this State, are held and firmly bound to each persons who shall conduct business with said Principal in its capacity as a motor vehicle dealer in the penal sum of
for the payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

WHEREAS, the above named Principal is applying for a license as a motor vehicle dealer,

AND WHEREAS, said Principal is required by Law (Tex. Transp. Code §503.033) to submit a properly executed surety bond, conditioned as set forth below, with said application for license.

AND WHEREAS, the bond shall run concurrently with the period of the license issued to the Principal.

THE CONDITION OF THIS OBLIGATION is such that if, during the effective period of this obligation the Principal shall pay all valid bank drafts, including checks, drawn by the Principal for the purchase of motor vehicles and transfer good title to each motor vehicle that the Principal purports to sell, then this obligation shall be void; otherwise to remain in full force and effect.

IT IS FURTHER UNDERSTOOD AND AGREED that the above obligation shall extend, without limitation to the Surety, to any change of officers of the Principal if the Principal is a corporation, to any additional locations or changes of address of the Principal or to any substitution of business name of the Principal wherein ownership is not changed.

IT IS FURTHER UNDERSTOOD AND AGREED that this bond shall be opened to successive claims up to the face value of the bond. The Surety shall not be liable for successive claims in excess of the bond amount, regardless of the number of claims made against the bond. Recovery against the bond may be made by a person who obtains a judgment against a dealer assessing damages and attorney's fees for an act or omission on which the bond is conditioned if the act or omission occurred during the term for which the general distinguishing number will be valid. Payment of any judgment by the Surety shall be immediately reported to the Texas Department of Transportation, Motor Vehicle Division, P.O. Box 2293, Austin, Texas 78768.

IN WITNESS WHEREOF said Principal and Surety have executed this bond to be effective on the 1st day of January, 2006, and to expire on the 31st day of December, 2006.

DATED this 4th day of November, 2005

Auto Ace Enterprises INC
dba Texas Auto Pros

Principal

By X

COPY

DATED this 4th day of November, 2005

SOUTHERN INSURANCE COMPANY
Surety

By X

Attorney-In-Fact

In accordance with Tex. Transp. Code §503.033, this form is prescribed but not furnished by the Texas Department of Transportation as approved by the Attorney General of Texas on July 16, 1985.

UCD89701



STATE OF TEXAS

Office of

Consumer

Credit

Commissioner

Motor Vehicle Sales Finance License

Licensed Location

License Number: 4708-36139

Active

AUTO ACE ENTERPRISES INC
TEXAS AUTO PROS
301 S FIRST ST
GARLAND, TX 75040

2601 N Lamar Blvd
Austin TX 78705
www.occc.state.tx.us
(512)936-7600
Consumer Helpline:
(800) 638-1679

David A. Hays
David A. Hays
Consumer Credit Commissioner

Address Change 06/01/2004

21460

SERVICING AGREEMENT

This **SERVICING-AGREEMENT** (the "Agreement") is entered into this day of , 20 , by and between W Financial Group, LLC.

(W Financial Group), (Hereinafter referred to as "Agent"), a privately held Texas Corporation, and
(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 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 () 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

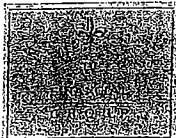
Date

Title

By

Date

Owner



COLLATERAL SECURED DEBT OBLIGATION

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

("Payee") on the principal sum of _____ DOLLARS (\$ _____), 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 _____ percent (_____ %) 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 _____. At which time all accrued but unpaid interest hereon shall be due and payable. Each monthly payment shall be in the amount of \$ _____.

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 note 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.

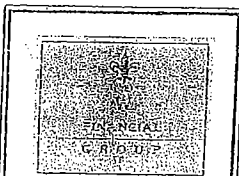
Except as provided herein, Maker and each surety, endorser and other party ever liable for payment of any sums of money payable on this note jointly and severally (i) at all times waive presentment, protest, notice of protest and non payment or dishonor, notice of acceleration, notice of intent to accelerate, 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 enforced 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

Michael K Wallens Sr., President



Date _____

SECURED DEBT OBLIGATION DEPOSIT APPLICATION

DATE ACCOUNT OPENED

SOCIAL SECURITY/FEDERAL ID

ACCOUNT REGISTRATION/TITLE

ACCOUNT TYPE (circle one) Individual Joint Trust IRA Other

OWNER/TRUSTEE

OWNER/TRUSTEE

MAILING ADDRESS

Street Address/PO Box

City

State

Zip Code

TELEPHONE ()

DOB / /

DOB / /

Estimated Net Worth (circle one) \$0 - 50,000 \$50,000 - 100,000 \$100,000 - 250,000 \$250,000 or Greater

**I acknowledge that all the personal information herein was provided by me and is true and correct.

Client Signature

Date

Client Signature

Date

AMOUNT OF INITIAL DEPOSIT: \$

INT. RATE

% TERM

year(s)

(check one) *** ONLY ONE OPTION MAY BE CHOSEN *** (check one)

☐ Option 1: I elect to receive a monthly interest check

Mail to me monthly at address above

Bank Direct Deposit (must attach a voided check)

Special Instructions

☐ Option 2: Client elects to leave monthly interest earnings in account with the option to access 25% Liquidity upon request equal to no greater than \$25,000

**By my signature below, I authorize W Financial Group to deposit my monthly interest check into the account specified above.

Client Signature

Date

Client Signature

Date

BENEFICIARIES - PAYABLE ON DEATH / TRANSFER ON DEATH

NAME

ADDRESS & TELEPHONE NUMBER

SOCIAL SECURITY NUMBER

OWNERSHIP %

*for additional beneficiaries attach instructions

To be completed by Representative:

Rep Code:

Introduced by

Managing Director

Date

CLIENT SUITABILITY FORM

Owner name _____ Joint owner's name _____

Owner age _____ Product name _____ Premium amount _____

FINANCIAL STATUS**Annual Income**☐ \$0 - \$49,999 ☐ \$50,000 - \$99,999 ☐ \$100,000 - \$299,999 ☐ \$300,000+**Net Worth***Net worth = total assets - total debts.☐ \$0 - \$249,999 ☐ \$250,000 - \$499,999 ☐ \$500,000 - \$1,000,000 ☐ \$1,000,000+**FEDERAL TAX STATUS**☐ 10% ☐ 25% ☐ 28% ☐ 33% ☐ 35% ☐ Other**FINANCIAL OBJECTIVES****1** Your financial objective in purchasing this product (check all that apply)☐ Income now ☐ Flexibility ☐ Tax Deferral ☐ Growth followed by income
☐ Growth, possible income ☐ Pass on to beneficiaries ☐ Guarantees provided ☐ Other**2** Do you have sufficient available cash, liquid assets, or other sources of income for monthly living expenses and emergencies other than the money you plan to use to purchase this contract?☐ Yes ☐ No**3** Do you now own, or have you previously owned, the following financial products? (check all that apply)☐ Certificates of Deposit ☐ Fixed annuities ☐ Variable Annuities ☐ Stocks/Bonds/Mutual Funds**ACCREDITED INVESTOR WAIVER**

I have consulted with my financial advisor, CPA, and/or my attorney and have been informed that I am not an accredited investor but have chosen to go forward with this transaction.

Signature _____ Date _____

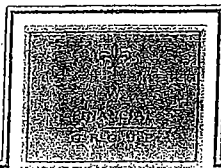
NOTE: IF THIS FORM IS NOT COMPLETED AND SIGNED, WE CANNOT CONSIDER YOUR APPLICATION.*Client refused to provide some or all of the information.*

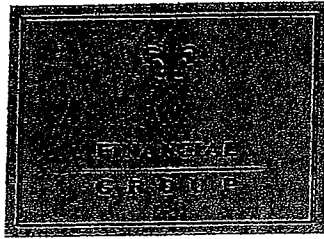
I acknowledge that I have read the Client Suitability form and to the best of my knowledge and belief, the information above is true and complete.

Agent Signature _____ Owner's Signature _____

Rep Code: _____ Joint Owner's Signature _____
(if applicable)

Date _____





ASSIGNMENT AND CONSENT TO ASSIGNMENT

This Assignment and Consent to Assignment is entered and effective as of the ____ day of June, 2007, by and between _____ (the AAssignor@); _____ (the AAssignee@) and W Financial Group, LLC ("W Financial Group")

Whereas Assignor desires to assign that certain Collateral Secured Debt Obligation Contract (the "Contract") dated November 14, 2006 between Assignor and W Financial Group to Assignee; and

Whereas W Financial Group has consented to the assignment of the Contract from Assignor to Assignee; and

Whereas the parties desire to memorialize their agreement by this Agreement.

Now, therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound hereby, do hereby agree as follows:

Assignor hereby and by these presents GRANTS, SELLS, ASSIGNS AND TRANSFERS to Assignee all of Assignor's right and interest in and to the Contract.

Assignee hereby accedes to and assumes and undertakes any and all obligations, terms, rights as set forth and established in the Contract. Assignee hereby represents and warrants to W Financial Group that Assignee consents and agrees to all the agreements, terms and obligations of Assignor in any way relating to the Contract.

W Financial Group expressly consents and agrees to the assignment of the Contract to Assignee.

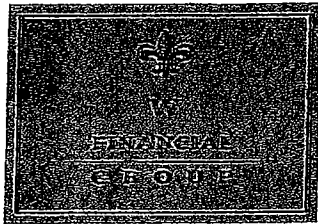
Assignee and Assignor hereby agree to indemnify and hold W Financial Group harmless from any and all liability which may arise from this Assignment from any person or entity claiming by or through Assignee or Assignor.

Executed and effective as of the date first above written.

ASSIGNOR:

ASSIGNEE:

W FINANCIAL GROUP, LLC:



DISTRIBUTION REQUEST FORM
W FINANCIAL GROUP (SDO)

This form may be used to complete a 25% partial distribution of original premium not to exceed \$25,000 from a W Financial Group SDO option 2 account. Please send the completed distribution form to: W Financial Group, LLC, 616 FM 1960 West Suite 528 Houston, TX 77090.

A) NAME AND ACCOUNT INFORMATION

NAME OF ACCOUNT OWNER (FIRST, MIDDLE INITIAL, LAST)

ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

SS#

DOB (MM/DD/YYYY)

E-MAIL ADDRESS

B) REASON FOR DISTRIBUTION

Please explain:

C) LIQUIDATIONS (INDICATE ACCOUNT NUMBER(S) AND WITHDRAWAL AMOUNT

*25% Liquidity of investment premium equal to but not greater than \$25,000 (Option 2)

ACCOUNT NUMBER(S)

TERM & RATE

% OF WITHDRAWAL

Client Initials: _____

D) PAYEE / BANK DETAILS

1. _____ Wire funds to the bank indicated below: If you choose this method, the proceeds will usually be wired on the next business day. A fee of \$10.00 will be deducted from the disbursement.

2. _____ Cashiers check

PAYEE OR BANK NAME

BANK ROUTING NUMBER

BANK ACCOUNT NUMBER

CHECKING OR SAVINGS (CHECK ONE)

NAME 1 ON BANK ACCOUNT

NAME 2 ON BANK ACCOUNT

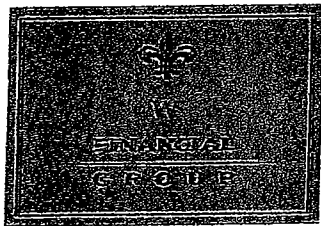
PAYEE OR BANK ADDRESS

CITY

STATE ZIP CODE

Please note: A cancelled cheque or recent bank statement must accompany this application. Any changes to the banking details must be forwarded in writing to W Financial Group, together with proof. Payments will not be made to third-party accounts.

www.wfinancialgroup.com
616 Pitt 1960 West Suite 528, Houston Texas 77040
1-866-524-9023 | F 832-550-2031



EARLY TERMINATION FORM

W FINANCIAL GROUP (SDO)

This form may be used to effect an early cancellation/termination of a W Financial Group SDO account.

Please send the completed surrender form to: W Financial Group, LLC, 616 FM 1960 West Suite 528 Houston, TX 77090.

A) NAME AND ACCOUNT INFORMATION

NAME OF ACCOUNT OWNER (FIRST, MIDDLE INITIAL, LAST)

ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

SS#

DOB (MM/DD/YYYY)

E-MAIL ADDRESS

B) REASON FOR CANCELLATION/TERMINATION REQUEST

Please explain:

C) CANCELLATION/TERMINATION DETAILS

I/We hereby request a cancellation/termination, subject to the terms and conditions set out herein.

*By canceling/terminating an account earlier than the set maturity date, the account owner(s) will incur a 15% surrender charge of the total amount invested.

- 1 -

W Financial Group, LLC
616 FM 1960 West Suite 528, Houston, Texas 77090
P 281.530.9023 | F 281.530.2004

ACCOUNT NUMBER	TERM & RATE	(\$) AMOUNT OF INVESTMENT
_____	_____	_____

Initial: _____ Early Cancellation/Termination (Results in the cancellation/termination of the SDO account)

D) PAYEE / BANK DETAILS

- _____ Wire funds to the bank indicated below: If you choose this method, the proceeds will usually be wired on the next business day. A fee of \$10.00 will be deducted from the disbursement.
- _____ Cashiers check

_____ PAYEE OR BANK NAME	_____ BANK ROUTING NUMBER
_____ BANK ACCOUNT NUMBER	_____ OR _____ CHECKING SAVINGS (CHECK ONE)

_____ NAME 1 ON BANK ACCOUNT

_____ NAME 2 ON BANK ACCOUNT

_____ PAYEE OR BANK ADDRESS

_____ CITY	_____ STATE	_____ ZIP CODE
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Please note: A cancelled cheque or recent bank statement must accompany this application. Any changes to the banking details must be forwarded in writing to W Financial Group, together with proof. Payments will not be made to third-party accounts.

E) TERMS OF EARLY CANCELLATION/TERMINATION

- Account Owner understands and acknowledges that the W Financial Group SDO account precludes any option for early cancellation/termination. Account owner understands and acknowledges that W Financial Group, LLC has agreed to the early cancellation/termination strictly as a once time accommodation.
- Account Owner understands and acknowledges that the early cancellation/termination of the account will result in a fifteen percent (15%) early cancellation/termination charge. Account Owner waives any objection to the early cancellation/termination charge.

3. Account Owner warrants that he/she/they is/are the legal owner of the account, that the Account Owner is solvent to the best of my knowledge and belief, and does hereby further warrant that the said account is still the bona fide property of the Account Owner.

4. Account Owner further warrants that Account Owner that I have fully reviewed this Agreement and the terms contained herein and that Account Owner understands the implications of the early cancellation/termination.

5. Account Owner further warrants that Account Owner has the full power and authority to enter into this Agreement.

6. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, written or oral, in any way relating hereto.

7. This Agreement may be amended only by a written instrument signed by all the parties hereto.

8. The parties hereby waive any further claims that they may have against the other arising here from or relating in any agreement between the parties.

9. This Agreement shall be governed and construed in accordance with the laws of Texas applicable to agreements made and to be performed entirely within such state. Furthermore the parties agree that venue for any dispute arising here from shall vest in Harris County, Texas. In addition, any dispute arising hereunder or in any way related hereto shall be resolved via binding arbitration through the American Arbitration Association.

10. This Agreement is not assignable except by operation of law.

11. Effective as of the dates set forth below.

ACCOUNT OWNER:

SIGNATURE OF AUTHORIZED PERSON

DATE (MM/DD/YYYY)

(Printed Name and Title)

W FINANCIAL GROUP, LLC:

SIGNATURE OF AUTHORIZED PERSON

DATE (MM/DD/YYYY)

(Printed Name and Title)

ColonialFIRST Financial

6.10% ap **FDIC INSURED**
12-MONTH CD

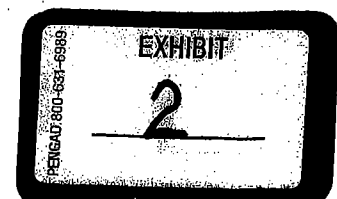
214-559-7130

ColonialFIRST 512 Cole Street Suite 600 Dallas, TX 75205
(Located in the Highland Park Plaza Building near
the intersection of Knox Street & Central Expressway)

Appointment Recommended

Yield and deposit limits are subject to availability. Penalties for early withdrawal. Yield may include noncompensated
balances. FDIC insured. Member FDIC. Equal Housing Lender. Residences may vary. ©2006 ColonialFIRST.


ASK US ABOUT HIGHER YIELDING FIXED/INCOME ACCOUNTS



ColonialFIRST Financial

6.10% apy **FDIC INSURED**
12-MONTH CD

214-559-7130

 **Colonial
FIRST**
Financial Services

4514 Cole Street, Suite 600 Dallas, TX 75205
(Located in the Highland Park Place Building near
Knox Street & Central Expressway)

Appointment Recommended

Yield and deposit amount subject to availability. Penalty for early withdrawal. Yield may include promotional
incentive. FDIC insured to \$100,000 per institution. Restrictions may apply. \$50,000 minimum deposit.

ASK US ABOUT HIGHER YIELDING FIXED/INCOME ACCOUNTS