

AKERMAN LLP

David W. Parham, SBN: 15459500
John E. Mitchell, SBN: 00797095
Scott D. Lawrence, SBN: 24087896
2001 Ross Avenue, Suite 3600
Dallas, TX 75201
Telephone: (214) 720-4300
Facsimile: (214) 981-9339
david.parham@akerman.com
john.mitchell@akerman.com
scott.lawrence@akerman.com

-and-

Esther A. McKean (Admitted *Pro Hac Vice*)
Florida Bar No. 28124
Post Office Box 231
Orlando, FL 32802-0231
Phone: (407) 423-4000
Fax: (407) 843-6610
esther.mckean@akerman.com

COUNSEL FOR DEBTORS AND
DEBTORS-IN-POSSESSION

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

In re:	§	Chapter 11
	§	
WILLIAMS FINANCIAL GROUP, INC., <i>et al.</i> ¹	§	Case No. 17-33578-HDH
	§	
Debtors.	§	(Jointly Administered)
	§	

**DEBTORS' MOTION FOR ENTRY OF AN ORDER (A) AUTHORIZING THE SALE OF
THE DEBTORS' INTERESTS IN ITS CLIENT ACCOUNTS FREE AND CLEAR OF
LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS, (B) GRANTING THE
PURCHASER THE PROTECTIONS AFFORDED TO A GOOD FAITH PURCHASER,
AND (C) GRANTING RELATED RELIEF**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Williams Financial Group, Inc. (8972); WFG Management Services, Inc. (7450); WFG Investments, Inc. (7860) and WFG Advisors, LP (9863). The address for all the Debtors is 2711 N. Haskell Ave., Suite 2900, Dallas, TX 75204.

Williams Financial Group, Inc. ("WFG") and the affiliated debtors and debtors-in-possession listed above (the "Debtors") in the above-captioned Chapter 11 cases (the "Cases"), by and through their undersigned counsel, hereby move the Court (the "Motion") for entry of an order in the form attached hereto as **Exhibit A** (the "Sale Order") (i) approving the Debtors' proposed letter to affected customers whose accounts will be transferred to the buyer pursuant to the sale, (ii) authorizing the sale of the client accounts to Kestra Financial, Inc. ("Kestra") in accordance with the Asset Purchase Agreement (the "APA") attached hereto as **Exhibit B**² and pursuant to section 363 of the Bankruptcy Code free and clear of all liens, claims, encumbrances, and other interests and Federal Rule of Bankruptcy Procedure 6004, and (iii) granting Kestra the protections afforded to a good faith purchaser.

I. JURISDICTION

1. The United States Bankruptcy Court for the Northern District of Texas (the "Court") has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue in the Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

II. BACKGROUND

3. On September 24, 2017, (the "Petition Date"), the Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their property as debtors and debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors are in the process of winding

² Exhibit 1 to the APA is not being filed due to privacy concerns since it contains information regarding over 2,900 accounts. A party-in-interest may contact Debtors' counsel for a copy and as a condition of receipt shall execute a Confidentiality Agreement.

down their operations and have filed a chapter 11 plan to make distributions of property of the estate to their creditors.

4. Williams Financial Group, Inc. ("WFG"), a Texas corporation, is a holding company, and is the direct or indirect parent of each of the other Debtors.

5. WFG Management Services, Inc. ("Management") provided management services to the Debtors.

6. WFG Advisors, LP, ("WFGA"), is an SEC Registered Investment Advisor that previously provided fee-based wealth advisory and retirement services that included: wrap accounts, advisor directed or third party-managed accounts, asset allocation and portfolio reporting, tax trust and estate and financial planning services. WFGA was not a custodian and never held any client assets. WFGA started winding up its affairs in August of 2017 and its current sole source of revenue is pre-petition earned advisory fees.

7. WFG Investments, Inc., ("WFGI") is a broker-dealer that previously engaged in the business of facilitating transactions in securities, but has ceased operations and is currently engaged in the windup and liquidation of its business. WFGI operated primarily on an independent registered representative model. Prior to commencing the windup of its operations, the Debtor had approximately 225 registered representatives, all of whom were independent contractors who owned and ran their own businesses, while being licensed through and supervised by the Debtors.

III. PROPOSED SALE

8. As part of the wind down of the Debtors' operations, the Debtors have an opportunity to generate additional income for the estate in the form of proceeds from the sale of all of the WFGI's right, title and interest in, to and under the client accounts to Kestra.

9. Kestra is an investment firm regulated by the Financial Industry Regulatory Authority ("FINRA"), is compliant with SEC regulations, and is not an insider of the Debtors.

10. Pursuant to the APA the Debtor seeks authority to sell the following assets to Kestra for \$405,000:

- (1) All remaining client accounts managed by WFGI on the Petition Date (the "Client Accounts").
- (2) All books, records and files related to the Client Accounts.
- (3) All rights under any agreements related to the Client Accounts, including but not limited to agreements pursuant to which the Seller is entitled to receive any form of remuneration with respect to the Client Accounts (the "Assumed Contracts" which together with the "Client Accounts," and all books, records, and files related to the Client Accounts, shall be referred to as the "Assets").

11. WFGI was in the business of managing Client Accounts as a broker-dealer and acquired the Client Accounts, over many years, throughout its normal business operations. WFGI, in exchange for its services, received agreed upon fees pursuant to the Assumed Contracts for managing these Client Accounts. The Client Accounts, which are comprised of annual annuity accounts, variable life insurance policy investment accounts, IRA's, mutual fund accounts, and other investment accounts, themselves are unencumbered and belong to the underlying investors (samples of blank Assumed Contracts are attached as **Composite Exhibit C**).

12. Through this sale, the Debtors are assigning their right, title, and interest to manage these accounts, pursuant to the Assumed Contracts, to Kestra, with the expectation that

Kestra will receive remuneration for their future services in managing the Client Accounts pursuant to the terms in the Assumed Contracts.

13. The APA does not provide for the sale to Kestra of the Debtors' cash in hand, receivables, office equipment and furniture, the Debtors' or the estates' causes of action, or any other assets other than the Client Accounts, the Assumed Contracts, and the related documents. All other assets not sold through the APA shall remain assets of the Debtors.

14. The APA contains representations and warranties of the Debtors and Kestra that are customary for transactions of the type proposed, including authority and capacity, and obtaining of necessary consents and approvals. The APA requires the prior approval of this Court to consummate the sale.

IV. RELIEF REQUESTED

15. The Debtors seek court approval and authority to sell the Debtors' interest in the Client Accounts pursuant to the APA to Kestra for \$405,000 as described above. Specifically, the Debtors seek, pursuant to Bankruptcy Code Sections 105 and 363, and Bankruptcy Rules 2002, 4001, 6004 and 9006, entry of (A) the Sale Order which (i) authorizes the transfer of the Assets to Kestra, free and clear of all liens, claims and encumbrances, and (ii) approves the terms and conditions of the APA and authorizes the Debtors to consummate the agreement, and (iii) establishes the form and manner of notice to interested parties and investors who, as the actual owners of the Client Accounts, will have the option to transfer their particular Client Account to a different broker-dealer that is not Kestra.

V. COMPLIANCE WITH SECTION 363(b)

16. Pursuant to section 363(b) of the Bankruptcy Code "if the debtor in connection with offering a product or a service discloses to an individual a policy prohibiting the transfer of personally identifiable information about individuals to persons that are not affiliated with the debtor and if such policy is in effect on the date of the commencement of the case, then the trustee may not sell or lease personally identifiable information to any person unless ... such sale or such lease is consistent with such policy...." 11 U.S.C. §363(b)(1)(A). In compliance with Federal Law, the Debtors have a policy in place wherein the Debtors are prohibited from transferring personally identifiable information of the owners of the Client Accounts to non-affiliates without first obtaining the consent of such owners.

17. As set forth in this Motion, although the Debtors intend to assign the management investment rights pursuant to the Assumed Contracts for the Client Accounts to Kestra, such accounts, and any personally identifiable information associated with such accounts, will only be assigned and transferred to Kestra if the Client Account holders do not opt-out of this sale.

18. The Debtors, in order to comply with section 363(b), will send a letter to all customers affected by this sale substantially in the form of the sample letter attached to this Motion as **Exhibit D** (the "Opt-Out Letter"). The Opt-Out Letter informs customers who have Client Accounts with WFGI of the proposed transfer of their Client Account to Kestra as their new broker-dealer.

19. For those customers who have applicable account custodians who will not permit the broker-dealer of record to be changed without written consent, the Debtors will contact those customers and request that they sign a broker-dealer change authorization form if they want Kestra as their new broker-dealer.

20. The Opt-Out Letters provide customers with the option to opt-out of having the Client Accounts transferred to Kestra. Customers who want to opt-out must contact WFGI at 1-800-225-3650 or by mail at 2711 N Haskell, Suite 2900, Dallas, TX 75204 within thirty (30) days of receipt of the Opt-Out Letter. The Debtors will send Opt-Out Letters to all affected Client Account holders within three (3) days of the Court's entry of the Sale Order, which, among other things, approves the form of the Opt-Out Letter.

21. The Debtors believe that with these procedures in place, the requirements of section 363(b) of the Bankruptcy Code are satisfied.

VI. APPROVAL OF THE PURCHASE AGREEMENT

22. The relief requested by this Motion is appropriate under the Court's authority to approve non-ordinary course transactions under § 363(b). Section 363(b)(1) provides that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1); *Cajun Elec. Power Coop., Inc. v. Official Comm. of Unsecured Creditors (In re Cajun Elec. Power Coop., Inc.)*, 119 F.3d 349, 354 (5th Cir. 1997). A debtor must demonstrate sound business judgment for a sale of assets outside of the ordinary course of business. *See, e.g., Institutional Creditors of Cont'l Airlines, Inc. v. Cont'l Air Lines, Inc. (In re Cont'l Air Lines, Inc.)*, 780 F.2d 1223, 1226 (5th Cir. 1986).

23. A debtor should be authorized to sell assets out of the ordinary course of business pursuant to Bankruptcy Code § 363 and prior to obtaining a confirmed plan or reorganization if it demonstrates a sound business purpose for doing so. *In re Gulf Coast Oil Corp.*, 404 B.R. 407, 428 (Bankr. S.D.Tex. 2009).

24. Although section 363 of the Bankruptcy Code does not specify a standard for determining when it is appropriate for a court to authorize the use, sale or lease of property of the

estate, a sale of the Debtor's assets should be authorized if a sound business reason exists for doing so. *See, e.g., Meyers v. Martin (In re Martin)*, 91 F.3d 289, 295 (3d Cir. 1996), *citing Fulton State Bank v. Schipper (In re Schipper)*, 933 F.2d 513, 515 (7th Cir. 1990); *In re Abbotts Dairies of Pennsylvania, Inc.*, 788 P.2d 143 (2d Cir. 1986); *In re Titusville Country Club*, 128 BR. 396 (W.D. Pa. 1991); *In re Delaware & Hudson Railway Co.*, 124 BR. 169, 176 D. Del. 1991); *see also Official Committee of Unsecured Creditors v. The LTV Corp. (In re Chateaugay Corp.)*, 973 P.2d 141, 143 (2d Cir. 1992); *Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983); *Committee of Asbestos-Related Litigants and/or Creditors v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 616 Bankr. S.D.N.Y. 1986). The *Delaware & Hudson Railway* court rejected the pre-Code "emergency" or "compelling circumstances" standard, finding the "sound business purpose" standard applicable and, discussing the requirements of that test under *McClung* and *Lionel*, observed that:

[a] non-exhaustive list of factors to be considered in determining if there is a sound business purpose for the sale include: the proportionate value of the asset to the estate as a whole; the amount of elapsed time since the filing; the likelihood that a plan of reorganization will be proposed and confirmed in the near future; the effect of the proposed disposition of the future plan of reorganization; the amount of proceeds to be obtained from the sale versus appraised values of the property; and whether the asset is decreasing or increasing in value.

Delaware & Hudson Railway, 124 B.R. at 176.

25. The business judgment rule shields a debtor's management from judicial second-guessing. *Johns-Manville Corp.*, 60 B.R. at 615-16 ("a presumption of reasonableness attaches to a debtor's management decisions"). Once a debtor articulates a valid business justification, "[t]he business judgment rule 'is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company.'" *Official Comm. of Subordinated Bondholders v. Integrated*

Resources, Inc. (In re Integrated Resources, Inc.), 147 B.R. 650, 656 (S.D.N.Y. 1992) (quoting *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)). Thus, if a debtor's actions satisfy the business judgment rule, then the transaction in question should be approved under section 363(b)(1). Indeed, when applying the "business judgment" standard, courts show great deference to a debtor's business decisions. See *Pitt v. First Wellington Canyon Assocs. (In re First Wellington Canyon Assocs.)*, 1989 WL 106838, at *3 (N.D. III. 1989) ("Under this test, the debtor's business judgment ... must be accorded deference unless shown that the bankrupt's decision was taken in bad faith or in gross abuse of the bankrupt's retained discretion.").

26. The Debtors believe the APA provides the best mechanism to carry out an expedited sale of the Assets. The sale of the Assets is the best way to maximize their value. A quick sale will permit the Assets to be transferred to a Kestra preventing a rapid run off of the Client Accounts to third party broker-dealers, and preserving the maximum value for creditors and stakeholders. Further, because the Debtors are no longer operating, it is also in the best interest of WFGI's customers to have their accounts transferred to Kestra, a reputable broker-dealer, since WFGI cannot continue to provide broker-dealer services to its clients anymore. For those customers who do not want Kestra as their new broker-dealer, this process also triggers the move of their investments to a different broker-dealer that is not WFGI, since WFGI is no longer operating and can no longer service the Client Accounts.

27. While many § 363 sales are conducted under competitive bidding procedures, there is no requirement in § 363 of the Bankruptcy Code to do so. In fact, Bankruptcy Rule 6004(f) specifically contemplates private sales with the statement that "[a]ll sales not in the ordinary course of business may be by private sale or by public auction." Courts have noted that private sales are appropriate under § 363 in certain circumstances. See *In re Bakalis*, 220 B.R.

525, 531 (Bankr. E.D.N.Y. 1998) ("[u]nlike judicial sales under the Bankruptcy Act, the sale of estate property under the Bankruptcy Code is conducted by a trustee, who 'has ample discretion to conduct public or private sales of estate property'" (internal citation omitted); *In re Woodscape Ltd. P'ship*, 134 B.R. 165, 174 (Bankr. D. Md. 1991) (with regards to § 363 sales, noting that "[t]here is no prohibition against a private sale ... and there is no requirement that the sale be by public auction").

28. Given the (i) thorough marketing of the Assets since the Petition Date (ii) the offers received by the Debtors, of which the offer from Kestra was the highest, and (iii) the restricted nature of the Asset, which requires a buyer that is a broker-dealer, in compliance with Federal law, SEC regulations, and FINRA, an auction is unlikely to generate a better offer for the Assets, especially considering the costs associated with proceeding with a competitive auction.

29. Finally the Debtors and Kestra are proceeding in good faith. Kestra is not and insider of any of the Debtors and the transaction was negotiated in good faith and at arms' length.

VII. THE ASSUMPTION AND ASSIGNMENT OF THE ASSUMED CONTRACTS

30. Section 365(a) of the Bankruptcy Code provides a debtor-in-possession "subject to the court's approval may assume or reject any executory contracts or unexpired leases of the debtor." 11 U.S.C. § 365(a). Upon finding that debtors have exercised their sound business judgment in determining to assume an executory contract or unexpired lease, courts will approve the assumption under section 365(a) of the Bankruptcy Code. *See Nostas Assocs. v. Costich (In re Klein Sleep Prods., Inc.)*, 78 F.3d 18, 25 (2d Cir. 1996); *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1099 (2d Cir. 1993).

31. Pursuant to section 365(f)(2) of the Bankruptcy Code, a debtor-in-possession may assign an executory contract or unexpired lease of nonresidential real property if "the trustee

assumes such contract or lease in accordance with the provisions of this section; and adequate assurance of future performance by the assignee of such contract or lease is provided, whether or not there has been a default in such contract or lease."

32. The meaning of "adequate assurance of future performance" depends on the facts and circumstances of each case, but should be given "practical, pragmatic construction." *See Carlisle Homes, Inc. v. Arrari (In re Carlisle Homes, Inc.)*, 103 B.R. 524, 538 (Bankr. D.N.J. 1989); *see also In re Natco Indus., Inc.*, 54 B.R. 436, 440 (Bankr. S.D.N.Y. 1985) (adequate assurance of future performance does not mean absolute assurance that debtor will thrive and pay rent); *In re Bon Ton Rest. & Pastry Shop, Inc.*, 53 B.R. 789, 803 (Bankr. N.D. Ill. 1985) ("Although no single solution will satisfy every case, the required assurance will fall considerably short of an absolute guarantee of performance.").

33. As set forth above the primary asset to be sold by the Debtors to Kestra is WFGI's right to manage the Client Accounts. In connection with the sale, it will be necessary for the Debtors to assume and assign the individual Assumed Contracts that exist with respect to each of the Client Accounts managed by WFGI. In accordance with SEC regulations, the Debtors will notify owners of Client Accounts that the Debtors intend to transfer their Client Accounts to Kestra if the owners do not opt-out. As the managing of the Client Accounts is the only obligation owed to the owners of the Client Accounts, there can be no cure amounts due and owing with respect to the Assumed Contracts.

VIII. APPROVAL OF THE SALE FREE AND CLEAR OF ALL LIENS

34. While the Debtors believe that the Assets are unencumbered, out of an abundance of caution, the Debtors are seeking a § 363(f) finding. Under Bankruptcy Code § 363(f), a

debtor-in-possession may sell property free and clear of any interest in such property of an entity other than the estate only if, among other things:

- (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11. U.S.C. § 363(f).

35. Because Bankruptcy Code § 363(f) is drafted in the disjunctive, satisfaction of anyone of its five requirements will suffice to approve the sale of the Assets "free and clear" of liens, claims, encumbrances and interests (collectively, the "*Encumbrances*"). See 11 U.S.C. § 363(f); *Mich. Employment Sec. Comm'n v. Wolverine Radio Co. (In re Wolverine Radio Co.)*, 930 F.2d 1132, 1147 n.24 (6th Cir. 1991) (recognizing that Bankruptcy Code § 363(f) is written in disjunctive, and holding that court may approve sale "free and clear" provided that at least one subsection of § 363(f) is met), *cert. dismissed*, 503 U.S. 978 (1992); *Citicom Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (E.D. Pa. 1988) (same).

36. To the extent anyone asserts a lien on the Assets, the Debtors are confident that they will obtain any necessary consent on or before the hearing on this Motion, thereby satisfying Bankruptcy Code § 363(f)(2). Additionally, the Debtors are confident that the

proceeds from the sale of the Assets will exceed the value of any lien on the Property, thereby satisfying § 363(f)(3).

IX. THE COURT SHOULD WAIVE OR REDUCE THE PERIODS REQUIRED BY RULES 6004(H) AND 6006(D) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE

37. Pursuant to Rule 6004(h) all orders authorizing the sale of property pursuant to Section 363 of the Bankruptcy Code are automatically stayed for 14 days after entry of the order, unless the court orders otherwise. Fed. R. Bankr. P. 6004(h). Similarly, Bankruptcy Rule 6006(d) provides that "[a]n order authorizing the trustee to assign an executory contract or unexpired lease under § 365(f) is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." The purpose of Bankruptcy Rules 6004(h) and 6006(d) is to provide sufficient time for an objecting party to appeal before the order is implemented. See Advisory Committee Notes to Fed. R. Bankr. P. 6004(h) and 6006(d).

38. Although Bankruptcy Rules 6004(h) and 6006(d) and the Advisory Committee Notes are silent as to when a court should "order otherwise" and eliminate or reduce the 14-day stay period, a leading treatise suggests that the 14-day stay period should be eliminated to allow a sale or other transaction to close immediately if there is a showing of a sufficient need to close the sale within the 14-day period. 10 Collier on Bankruptcy § 6004.10 (16th ed. 2009).

39. In light of the Debtors' liquidity restraints and to limit the costs of administering the Debtors' estates, it is critical that the Debtor close the sale of the Assets as soon as possible, otherwise this potential sale of an asset that, by its nature, only few buyers can actually purchase, could evaporate. Further the clients of WFGI also deserve to have an active broker-dealer managing their investments. Any delays would also be to the detriment of the customers affected by this sale.

40. Accordingly, the Debtors hereby request that the Court waive the 14-day stay periods under Bankruptcy Rules 6004(h) and 6006(d).

X. NOTICE

41. Notice of this Motion has been given to (a) the Office of the United States Trustee, (b) all parties known to be asserting a lien in the Debtor's assets, (c) the limited service list authorized by the Court in these Cases and (d) various federal and state tax authorities, including the Internal Revenue Service.

42. All customers who have Client Accounts with WFGI and whose Client Accounts the Debtors are proposing to transfer pursuant to the APA to Kestra will be provided notice via the Opt-Out Letter as described earlier in the Motion.

43. Based on the exigent circumstances described above, the Debtors' respectfully submit that such notice is sufficient and request that this Court find that no further notice of the relief requested herein is required.

44. In light of the nature of the relief requested herein, the Debtor' submit that no other or further notice is required.

WHEREFORE, Williams Financial Group, Inc., *et al.*, as debtors and debtors-in-possession, respectfully request the Court enter a Sale Notice Order in the form attached hereto as **Exhibit A** (i) approving the Debtors' proposed letter to affected customers whose accounts will be transferred to the buyer pursuant to the sale, (ii) authorizing the sale of the Client Accounts to Kestra in accordance with the APA attached hereto as **Exhibit B** and pursuant to section 363 of the Bankruptcy Code free and clear of all liens, claims, encumbrances, and other interests and Federal Rule of Bankruptcy Procedure 6004, and (iii) granting Kestra the protections afforded to a good faith purchaser.

Dated: December 29, 2017

Respectfully submitted,

AKERMAN LLP

/s/ David W. Parham

David W. Parham, SBN: 15459500
John E. Mitchell, SBN: 00797095
Scott D. Lawrence, SBN: 24087896
2001 Ross Avenue, Suite 3600
Dallas, TX 75201
Telephone: (214) 720-4300
Facsimile: (214) 981-9339
david.parham@akerman.com
john.mitchell@akerman.com
scott.lawrence@akerman.com

and

Esther A. McKean (Admitted *Pro Hac Vice*)
Florida Bar No. 28124
Post Office Box 231
Orlando, FL 32802-0231
Phone: (407) 423-4000
Fax: (407) 843-6610
esther.mckean@akerman.com

COUNSEL FOR DEBTORS AND
DEBTORS-IN-POSSESSION

EXHIBIT B

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (“**Agreement**”) is made as of December [●], 2017 by and among Kestra Financial, Inc., a Delaware corporation (“**Purchaser**”), WFG Investments, Inc., a Texas corporation (“**Seller**”). Purchaser and Seller shall each be referred to as a “**Party**” and together the “**Parties**.”

WHEREAS, on September 24, 2017, Seller and its affiliate WFG Advisors, LP filed in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “**Bankruptcy Court**”) voluntary petitions under chapter 11 of title 11 of the United States Code, section 101 *et. seq.* (the “**Bankruptcy Code**”), thereby commencing chapter 11 case nos. 17-33580-hdh11 and 17-33581-hdh11, which cases are being jointly administered under case no. 17-33578-hdh11 (the “**Bankruptcy Cases**”).

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, certain assets relating to the business of Seller as set forth in this Agreement.

WHEREAS, the transactions contemplated by this Agreement will be consummated pursuant to a Sale Approval Order (as defined below) to be entered in the Bankruptcy Cases under sections 363, 365 and any other applicable provisions of the Bankruptcy Code, and this Agreement and the transactions contemplated herein are subject to the approval of the Bankruptcy Court.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, representations, warranties, provisions and covenants herein contained, the Parties hereby agree as follows:

1. PURCHASE AND SALE OF ACQUIRED ASSETS

1.1. **Acquired Assets.** Seller agrees to sell, assign, convey, transfer and deliver to Purchaser, and Purchaser agrees to purchase from Seller, at the Closing, subject to and upon the terms and conditions contained herein, free and clear of any lien (statutory or other), pledge, mortgage, security interest, claim, charge, condition, equitable interest, community property interest, easement, limitation, commitment, encroachment, option, right of way, encroachment, servitude, right of first offer, right of first refusal or restriction or covenant with respect to use, voting, transfer, receipt of income or exercise of any other attribute of ownership (collectively, “**Encumbrances**”), all of Seller’s right, title and interest in, to and under the following properties and assets of Seller (collectively, the “**Acquired Assets**”):

(a) The client accounts listed on Exhibit 1 hereto (the “**Accounts**”).

(b) All books, records and files related to the Accounts.

(c) All rights of Seller under any agreements related to the Accounts, including but not limited to agreements pursuant to which the Seller is entitled to receive any form of remuneration with respect to the Accounts (the “**Assumed Contracts**”).

1.2. **Consents.** Seller shall take all actions necessary to obtain any required consents to the transfer of the Acquired Assets, including any required Bankruptcy Court approval. In the event that consents to the assignment of an Acquired Asset cannot be obtained or such assignment is not otherwise approved by the Bankruptcy Court, such asset (a “**Nonassignable Asset**”) shall not be assigned and transferred by Seller to Purchaser at the Closing.

1.3. **Liabilities Not Assumed.** Purchaser is not assuming, and will not perform or satisfy, any of Seller’s liabilities, obligations or commitments of any nature whatsoever.

1.4. **Purchase Price.** The purchase price consideration (the “**Purchase Price**”) payable by Purchaser for the Acquired Assets shall be equal to \$405,000.

1.5. **Closing.** Subject to the terms and conditions of this Agreement and the Sale Approval Order, the closing of the transaction described herein (the “**Closing**”) shall take place by correspondence and facsimile (a) as promptly as reasonably practicable following the later of (i) entry by the Bankruptcy Court of the Sale Approval Order and (ii) the date upon which the last consent to transfer the Accounts to the Purchaser has been obtained (i.e. the date upon which Purchaser or its designated broker-dealer has been appointed broker-dealer of record on the Accounts), or (b) such other date as the parties otherwise agree in writing. At the Closing:

(a) The Seller shall take all action necessary to transfer the Accounts as directed by the Purchaser and assign all Assumed Contracts to the Purchaser, and shall execute and deliver any instruments of sale, transfer, conveyance and assignment as Purchaser and its counsel may reasonably request.

(b) Promptly upon completion of the block transfer of the Accounts to the Purchaser, the Purchaser shall pay to Seller the Purchase Price by wire transfer of immediately available funds in accordance with the written instructions of the Seller.

2. REPRESENTATIONS AND WARRANTIES

2.1. **Representations and Warranties of the Seller.** In order to induce Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby, Seller hereby represents and warrants to Purchaser as of the date of this Agreement and as of the Closing as follows:

2.1.1. Organization. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, with full power and authority to own or lease and use its properties and assets, to carry on its business, as such business is now conducted, and, subject to the entry of the Sale Approval Order, to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

2.1.2. Authorization. Subject to the entry of the Sale Approval Order, Seller has the power under applicable law and its governing documents to execute and deliver this Agreement and to perform its obligations hereunder. Subject to the entry of the Sale Approval Order, all corporate and other actions or proceedings to be taken by or on the part of Seller to authorize and permit the execution and delivery by Seller of this Agreement and the instruments required to be executed and delivered by it pursuant hereto, the performance by it of its obligations hereunder and thereunder, and the consummation by it of the transactions contemplated hereby and thereby, have been duly and properly taken. This Agreement and the instruments required to be executed and delivered pursuant hereto have been (or, in the case of any instruments to be entered into at or prior to the Closing, will be) duly executed and delivered by Seller and each constitutes (or, will constitute), subject to the entry of the Sale Approval Order, the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

2.1.3. Noncontravention. Subject to the entry of the Sale Approval Order, the execution, delivery and performance by Seller of this Agreement, and the consummation by Seller of the transactions contemplated, will not: (a) conflict with, or result in a breach or violation of, any provision of the Seller’s governing documents; (b) conflict with, result in a breach of or default (or give rise to any right to accelerate, terminate, modify, cancel or require any notice) under, or result in the imposition of an Encumbrance upon any of the Acquired Assets; or (c) to Seller’s knowledge, violate any law or regulation applicable to Seller or by which Seller or any of the Acquired Assets may be bound.

2.1.4. Title to Assets. Seller has good and marketable title to, and the power to sell, the Acquired Assets, free and clear of all Encumbrances and, upon the Closing, will convey and transfer to Purchaser all of the Acquired Assets, and Purchaser shall receive good and marketable title to all of the

Acquired Assets free and clear of any Encumbrances, pursuant to section 363 and any other applicable provision of the Bankruptcy Code as set forth in the Sale Approval Order.

2.1.5. Good Faith. This Agreement and any ancillary agreements were negotiated and entered into at arm's length and, to the Seller's knowledge, in good faith, and Seller and Purchaser did not engage in any collusion with respect to setting or fixing the Purchase Price, and to the knowledge of Seller, there are no facts to support a finding that Seller or Purchaser negotiated and entered into this Agreement and any ancillary agreements other than in good faith as described in section 363(m) of the Bankruptcy Code.

2.2. **Representations and Warranties of the Purchaser.** In order to induce Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Purchaser hereby represents and warrants to Seller as of the date of this Agreement and as of the Closing as follows:

2.2.1. Organization. Purchaser is duly organized, validly existing and in good standing under the laws of the State of Delaware with full power and authority to own or lease and use its properties and assets, to carry on its business as such business is now conducted, to execute and deliver this Agreement, and to consummate the transactions contemplated hereby.

2.2.2. Authorization. Purchaser has the power under applicable law and its governing documents to perform its obligations hereunder. All corporate and other actions or proceedings to be taken by or on the part of Purchaser to authorize and permit the execution and delivery by Purchaser of this Agreement, the performance by it of its obligations hereunder and thereunder, and the consummation by it of the transactions contemplated herein and therein, have been duly and properly taken. This Agreement has been duly executed and delivered by Purchaser and constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as such enforceability may be limited by (a) applicable bankruptcy, insolvency, reorganization, rehabilitation, moratorium and other similar laws affecting the rights and remedies of creditors generally and (b) general principles of equity, regardless of whether applied in proceedings in equity or at law.

2.2.3. Noncontravention. The execution, delivery and performance by Purchaser of this Agreement, and the consummation by Purchaser of the transactions contemplated, will not: (a) conflict with, or result in a breach or violation of, any provision of the Purchaser's governing documents; or (b) to Purchaser's knowledge, violate any law or regulation applicable to Purchaser.

2.2.4. Good Faith. This Agreement and any ancillary agreements were negotiated and entered into at arm's length and, to the Purchaser's knowledge, in good faith, and Seller and Purchaser did not engage in any collusion with respect to setting or fixing the Purchase Price, and to the knowledge of Purchaser, there are no facts to support a finding that Seller or Purchaser negotiated and entered into this Agreement and any ancillary agreements other than in good faith as described in section 363(m) of the Bankruptcy Code.

3. **CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER**

The obligations of Purchaser to effect the purchase of the Acquired Assets and to consummate the transactions contemplated hereby are subject to the satisfaction on or prior to the Closing date of each of the following conditions:

3.1. **Consents**. Seller shall have obtained consent to the transfer to Purchaser of Accounts representing at least ninety percent of the total assets of all Accounts. Seller shall have obtained all other consents, waivers and approvals required in connection with the sale, transfer, assignment or conveyance by Seller to Purchaser of the Acquired Assets.

3.2. **Governmental Approvals.** All governmental agencies, departments, bureaus, commissions and similar bodies, the consent, authorization or approval of which is necessary under any applicable law or regulation for the consummation of the transactions contemplated by this Agreement shall have consented to, authorized, permitted or approved such transactions. Without limiting the foregoing, the consent of FINRA pursuant to NASD Rule 1017 shall have been obtained.

3.3. **Entry of Order; Appeal.** The Bankruptcy Court shall have entered the Sale Approval Order, and any other order necessary to close the sale of the Acquired Assets to Purchaser, in form and substance acceptable to Purchaser in the Purchaser's sole discretion, and no order staying, reversing, modifying, or amending such orders shall be in effect on the Closing date. For purposes of this Agreement, "**Sale Approval Order**" means a final, non-appealable order issued by the Bankruptcy Court pursuant to sections 363, 365 and any other applicable provisions of the Bankruptcy Code, in a form acceptable to the Purchaser in the Purchaser's sole discretion (i) approving this Agreement and the transactions contemplated hereunder, (ii) approving the sale of the Acquired Assets to the Purchaser free and clear of all Encumbrances pursuant to section 363(f) of the Bankruptcy Code, (iii) approving the assumption and assignment to the Purchaser of any Assumed Contracts, (iv) finding that the Purchaser is a good faith purchaser entitled to the protections of section 363(m) of the Bankruptcy Code, (v) providing that the parties hereto shall be authorized to close this transaction immediately upon the Bankruptcy Court's entry of the Sale Approval Order, and (vi) authorizing and directing Seller to execute, deliver, perform under, consummate and implement this Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the foregoing.

4. INDEMNIFICATION

4.1. **Indemnification by Seller.** Seller hereby agree to indemnify, defend and hold harmless Purchaser, each of Purchaser's affiliates, and each officer, employee, agent, advisor, member and manager of the foregoing persons (collectively, the "**Purchaser Indemnified Parties**") against and in respect of all Losses arising out of or resulting from: (a) any breach of any representation or warranty made by Seller herein; (b) any breach or nonfulfillment by Seller of, and any noncompliance by Seller with, any covenant, agreement or obligation contained herein; (c) the ownership of the Acquired Assets prior to the Closing; (d) any fraudulent action, and any violation of any criminal law, by Seller; and (e) any transfer or similar taxes incurred as a result of the sale of the Acquired Assets to Purchaser and any other taxes for which Seller is liable.

4.2. **Indemnification by Purchaser.** Purchaser hereby agrees to indemnify, defend and hold harmless Seller and Seller's directors, officers, employees, agents, advisors, members, managers and Affiliated Persons (collectively, the "**Seller Indemnified Parties**") against and in respect of all Losses arising out of or resulting from: (a) any breach of any representation or warranty made by Purchaser herein; (b) any breach or nonfulfillment by Purchaser of, and any noncompliance by Purchaser with, any covenant, agreement or obligation contained herein; and (c) any fraudulent action, and any violation of any criminal law, by Purchaser.

5. MISCELLANEOUS

5.1. **Notices.** All notices and other communications required or permitted hereunder shall be in writing and shall be sent by (i) hand delivery; (ii) certified mail, return receipt requested, postage prepaid; (iii) a nationally recognized overnight courier; or (iv) fax, addressed as follows or to such other address or addresses of which the respective Party shall have notified the other Party in accordance with this Section.

If to Seller, to:

The Williams Financial Group, Inc.
CityPlace Tower
2711 N. Haskell Avenue, Suite 2900
Dallas, TX 75204

Attention: [●]

If to Purchaser, to:

Kestra Financial, Inc.
5707 Southwest Parkway
Building 2, Suite 400
Austin, TX 78735
Attention: [●]

5.2. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties and supersedes any prior agreement or understanding, whether oral or written, relating to the subject matter of this Agreement.

5.3. **Governing Law, etc.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any action, suit, or proceeding arising out of or relating to this Agreement, each and every agreement and instrument contemplated hereby or the transactions contemplated hereby or thereby including, without limitation, any dispute relating to the interpretation, meaning or effect of any provision hereof, shall be instituted in the Bankruptcy Court and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court for the purposes of any such action, suit, or proceeding, to the extent the jurisdiction of the Bankruptcy Court is applicable. If the jurisdiction of the Bankruptcy Court is not applicable, any action, suit, or proceeding arising out of or relating to this Agreement, each and every agreement and instrument contemplated hereby or the transactions contemplated hereby or thereby including, without limitation, any dispute relating to the interpretation, meaning or effect of any provision hereof shall be instituted in the United States District Court for the Northern District of Texas and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the United States District Court for the Northern District of Texas for the purposes of any such action, suit, or proceeding. In any action, suit, or proceeding to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its costs, including reasonable attorneys' fees.

5.4. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and all of which together shall constitute one and the same instrument.

5.5. **Headings.** The headings contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement.

5.6. **Waiver; Amendment.** Any provision of this Agreement may be (a) waived in writing by the Party benefiting by the provision, or (b) amended or modified at any time (including the structure of the transactions contemplated hereby) by an agreement in writing among the Parties hereto. No waiver by any Party of any breach of any representation, warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent breach of any such representation, warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. Neither any failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege.

5.7. **Motions.** Seller shall promptly provide Purchaser with the proposed final drafts of all documents, motions, orders, or pleadings that Seller proposes to file with the Bankruptcy Court relating to the approval of this Agreement, the Acquired Assets, or the consummation of the transactions contemplated hereby, or any provision therein or herein, and shall provide Purchaser and its counsel with a reasonable

opportunity, and no less than seventy-two (72) hours, to review and comment on such documents, motions, orders, or pleadings.

5.8. **Termination.** This Agreement may, by written notice, be terminated at any time prior to the Closing: (a) by consent of Seller and Purchaser; (b) by either Seller or Purchaser in the event of the breach by the other Party of any agreement contained herein, which breach cannot be or has not been cured within 30 days after written notice to the Party committing such breach; *provided, however*, that, notwithstanding the foregoing, a Party in material breach of any provision of this Agreement may not terminate this Agreement pursuant to this Section; (c) by either Seller or Purchaser if any court or other governmental agency or body of competent jurisdiction enjoins, denies approval of or otherwise prohibits consummation of any of the transactions contemplated by this Agreement; and (d) by Purchaser if the Closing has not occurred on or before [●].

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

PURCHASER

KESTRA FINANCIAL, INC.

By: _____
[●]

SELLER

WFG INVESTMENTS, INC.

By: _____
[●]

Exhibit 1 – Accounts

[•]

EXHIBIT C

Variable Life Suitability

2711 N. Haskell Avenue, Suite 2900
Dallas, TX 75204
p| 972.661.8700 f| 972.759.2087

Variable Life Form Packet and Checklist

Required for all Variable Life Applications

Getting Started

In order to complete this application, you will need some or all of the following information:

- Identification information, such as a driver's license, passport, or another type of government issued identification
- Social security number
- Marginal federal tax rate (highest rate at which income was taxed)
- Information about annual income, debt, expenses, and net worth
- A corporation, partnership, trust or other legal entity may need to provide other information, such as its principal place of business, local office, employer identification number, certified articles of incorporation, government issued business license, a partnership agreement, or a trust agreement.

The above information helps us comply with various securities rules and regulations and the USA Patriot Act, a Federal law that requires all securities firms obtain, verify and record information that identifies each applicant. Please note: if we cannot verify the information provided, we may be required to restrict or deny the account and subsequent transactions.

Client Agreement -- this document must be given to all clients prior to accepting the account and includes the CIP Notice, Privacy Policy, and BCP Disclosure. The Customer Identification Program (CIP) explains why we are obtaining certain information in order to verify the client's identity. The Privacy Policy explains how we will use and protect their personal information. The Business Continuity Plan (BCP) explains our contingencies and how to contact us in case normal lines of communication are disrupted and contains the necessary Arbitration language.

Prospectus -- Please ensure that you give the most current prospectus to the client before you make an offer to invest.

Verify you are registered in the client's state for both Securities and Insurance, if applicable. You should have documentation on file prior to soliciting and/or transacting business in any state.

Post any checks to your check log, make of copy of the check, and mail all checks out the same business day they are received. Please note that if any checks are made payable to WFG, you should inform compliance and return the check to the client. We cannot accept checks made payable to WFG.

Duplicates - Please provide a copy of the application and any related paperwork to the client for their records.

Investment Change Acknowledgement & Authorization Form—May be requested depending on the source of funds.

Policy Delivery Receipt - WFG requires a copy of the policy delivery receipt if required by the insurance carrier.

Additional Funds - WFG requires this form to be completed when adding additional funds to an existing contract if the addition is 50k or more and/or if WFG has not received suitability on the policy within the past 6 months.

Account Registration

Individual
 Joint (WROS)
 Trust Owned
 Corporate Owned
 IRA
 Rollover
 SEP
 Roth
 Trust**
 Other
 Other

** For entity accounts, complete account holder section below for authorized individuals. Provide entity details under Joint Owner section.

Personal Information - Owner

First Name Middle Name Last Name
 Day Phone Evening Phone Date of Birth
 Social Security Number/ Taxpayer ID Country of Citizenship
 Type of Government ID ID Number
 State/County of ID Issuance Expiration Date
 Email Address (optional) Single Married Number of Dependents

Joint Owner

First Name Middle Name Last Name
 Day Phone Evening Phone Date of Birth
 Social Security Number/ Taxpayer ID Country of Citizenship
 Type of Government ID ID Number
 State/County of ID Issuance Expiration Date
 Email Address (optional)

Legal Address (no P.O. boxes)

Address
 City State Zip Code

Employer Information

Employed
 Not Employed
 Retired

If retired/ unemployed, list source of income (i.e. Social Security, investments, pension) and income amount from the listed sources

Employer Name

Occupation

Address

City State Zip Code



Suitability Information

Risk Tolerance of clients overall portfolio not limited to this purchase:

- Conservative
- Moderately Conservative
- Moderate
- Moderately Aggressive
- Aggressive

Investment Experience & Portfolio Allocation

Stocks	Bonds	Mutual Funds	Options	Alternative Investments	Variable Contracts	Fixed Contracts	Indexed Contracts	Cash/ Money Market
\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
<input type="checkbox"/> None	<input type="checkbox"/> None	<input type="checkbox"/> None	<input type="checkbox"/> None	<input type="checkbox"/> None	<input type="checkbox"/> None	<input type="checkbox"/> None	<input type="checkbox"/> None	
<input type="checkbox"/> Limited	<input type="checkbox"/> Limited	<input type="checkbox"/> Limited	<input type="checkbox"/> Limited	<input type="checkbox"/> Limited	<input type="checkbox"/> Limited	<input type="checkbox"/> Limited	<input type="checkbox"/> Limited	
<input type="checkbox"/> Good	<input type="checkbox"/> Good	<input type="checkbox"/> Good	<input type="checkbox"/> Good	<input type="checkbox"/> Good	<input type="checkbox"/> Good	<input type="checkbox"/> Good	<input type="checkbox"/> Good	
<input type="checkbox"/> Extensive	<input type="checkbox"/> Extensive	<input type="checkbox"/> Extensive	<input type="checkbox"/> Extensive	<input type="checkbox"/> Extensive	<input type="checkbox"/> Extensive	<input type="checkbox"/> Extensive	<input type="checkbox"/> Extensive	

Financial Information

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Current Annual Income	Total Net Worth (excluding primary residence)	Liquid Net Worth*	Total Money Market and/or bank account cash reserves
Tax Bracket <input type="checkbox"/> 15% or below	<input type="checkbox"/> 25%	<input type="checkbox"/> 28%	<input type="checkbox"/> 33% <input type="checkbox"/> 35%

Decision-Making Experience : (Check all that apply)

- I consult with my broker Yes No
- I make my own decisions Yes No
- I consult with my family/ friends Yes No

Product Information

Company Name

Product Name

Current Prospectus Received? Yes No

Date of Prospectus

Face Amount

Is this a new contract or additional funds to an existing policy? New Additional

If additional funds to an existing contract provide contract Number?

* Liquid net worth is net worth minus assets that cannot be converted quickly and easily to cash, such as real estate, business equity, personal property, non-traded Alternative Investments, assets earmarked for other purposes, and investments subject to substantial penalties if they were sold or if assets were withdrawn from them, such as fixed annuities.

Product Information (Continued)

What is the source of the premium?

- Current Income
- Savings/ Checking (not including the sale of other investments)
- Gift/ Inheritance
- Sale of other investments (mutual funds/ stocks/ bonds)
- Rollover from Employer Plan
- Exchange, surrender, transfer, replacement of an existing contract*
- Other (e.g. Loan) *If selected please complete the Exchange Selection

Please explain

How long is the free look period? days

Do you understand the conditions and feature of the free look period? Yes No

Do you plan to continue premiums for the life of the contract? Yes No

If no, to what age are premiums planned?

Does your client understand this is life insurance and not an investment savings or retirement plan? Yes No

Based on existing facts, is the planned premium affordable during and after retirement? Yes No

What are you future review procedures for this policy? Explain

Surrender Charge Schedule:

How many years do surrender charges apply to the product being sold?

Note: Be sure signed product illustration is attached for details.

Annual Expense of Product:

% (M&E)

% Administrative Fees

% Total Annual Expenses

% Underlying Fund Expenses - Range
(Note: This will vary by fund)

Are there any other costs associated with the purchase of this Life contract? Yes No

If yes please provide \$ amount and explanation:

Will the product be included in a wrap fee program (advisory fee)? If yes, list the annual percentage charged %

Product Suitability

Do the total investments in life insurance constitute more than 50% of your liquid net worth (including the proposed contract)? Yes No

If the answer is yes to the questions above please explain why it is appropriate for a large percentage of the customer's portfolio to be invested in life insurance and provide a breakdown of the current asset allocation (If additional space is needed please complete on a separate page).

What is the primary goal in purchasing this variable life policy? Check all that apply.

- Estate Planning
- Supplement Retirement Income
- Death Benefit
- Tax-deferred Growth
- Future Distributions
- Other (please explain)

When do you expect to take money out of this product?

How do you expect to take money out of this product?

- Immediately
- Level Income (e.g. 4 years)
- Short (1-3 years)
- Distribution Schedule
- Intermediate (4-7 years)
- At Death of Insured(s)
- Long (over 7 years)
- Other

Do you have any Life Insurance contracts currently? Yes No

If Yes, what are the present:

Cash Value \$

Death Benefit \$

Do you have any Fixed or Variable Annuity contracts currently? Yes No

If yes, complete section below:

Company Name		Product Name		Value \$	
Company Name		Product Name		Value \$	
Company Name		Product Name		Value \$	
Company Name		Product Name		Value \$	

At what age do you expect to retire?

- Are you eligible to participate in an employer-sponsored retirement plan? Yes No
- If yes are you contributing to the plan? Yes No N/A
- If you are contributing, is it the maximum amount? Yes No N/A

Exchange Section

Complete this section only if the source of funds is from another annuity

Company Name Product Name

When was the existing policy issued (month and year)?

It may be possible to modify or adjust your current policy to meet your needs, has this been discussed with your representative? Yes No

Did your current representative sell you the life policy to be exchanged? Yes No

Have you exchanged or surrendered a fixed or variable life contract in the past 36 months? Yes No

If yes, please explain how the exchange is beneficial to the customer.

I acknowledge that by surrendering my existing policy, a deferred sales charge of approximately \$

will be assessed to my liquidation proceeds.

The new life contract may contain features, guarantees, benefits, or riders that differ from your previous investment, has this been discussed with you? Yes No

Will any of the following features be lost by surrendering or exchanging this policy? Check all that apply

Death Benefit Amount \$

Income Benefit Amount \$

Other

Was an inforce ledger (illustration) used in the pre-sale planning? Yes No

Attach a current statement of the existing policy.

Exchanges will not be approved without the requested documents.

Note: We may request a copy of the most recent inforce ledger (illustration) pertaining to this sale.

I am I am not a senior foreign political figure, or a family member or close relative of a senior foreign political figure.
 I am I am not a control person or affiliate of a public company under SEC Rule 144 (such as a director, 10% shareholder, or policy-making officer), or an immediate family or household member of such a person. If yes, provide the name of the company:

--	--

Company Name

Company Symbol/ CUSIP

I am I am not affiliated with, or employed by, a stock exchange or member firm of either an exchange, the Financial Industry Regulatory (FINRA) or a municipal securities Broker/ Dealer. If yes, provide the name of the entity:

Same as my Employer

--	--

Affiliated Entity Name

Address

--	--	--

City

State/ Province

Zip/ Postal Code

Signatures

Before signing below, please verify that you have read and understand all the information provided above.

Customer:

I/We acknowledge I/we have been given a prospectus and have had sufficient opportunity to review it. My registered representative has satisfactorily answered any questions that I/we have regarding the life contract. I/We acknowledge I/we have been given a copy of the disclosure document describing general features of variable life contract. The Financial Industry Regulatory Authority requires a Supervisory Principal to approve this transaction. The firm endeavors to ensure supervisory principal approval occurs promptly. During the supervisory principal approval process, market forces may cause the values of the holdings in the sub-accounts you have chosen to fluctuate and, therefore, to affect the Net Asset Value (NAV) of those sub-accounts. I understand that WFG Investments Inc., is not responsible for such market fluctuations and that the ultimate NAV of the sub-accounts, which will be determined at the time of acceptance of this contract by the insurance carrier may be higher or lower than the NAV of the sub-accounts at the time I sign this suitability form and/or life contract application.

For more information / education on variable life contracts, please visit www.finra.org.

--	--

Signature of Primary Owner

Date

--

Printed Name of Primary Owner

--	--

Signature of Co-Owner

Date

--

Printed Name of Co-Owner

Registered Representative:

I have thoroughly reviewed this Variable Life Disclosure and Suitability Form with the customer. I have informed the customer of the material features of a variable life including; the surrender period, potential surrender charges; potential tax penalty; mortality and expense fees; investment advisory fees, charges for features and/or any riders selected; the insurance and investment components of the variable life contract; and market risk. I have verified with the customer that he/she has a long-term investment objective and I believe the customer has a need for the features of this variable life contract as compared to other investments. I have a reasonable basis for believing that the variable life contract as a whole and the sub-accounts selected are suitable.

Signature of Registered Representative

Date

Printed Name of Registered Representative

Rep Number

Printed Name of Registered Representative (if split)

Rep Number

As Authorized Principal

I have reviewed the information contained on this Variable Life Disclosure & Suitability Form and:

I have reasonable basis to believe that this proposed transaction is suitable.

I do not believe that this proposed transaction is suitable.

Signature of Authorized Principal

Date

Variable Life New Account Form Client Account Agreement

COMMITMENTS BETWEEN YOU AND US

Our Commitments to You

When we accept your account application, we are agreeing to serve as your broker and to maintain an account for you. We agree, subject to our acceptance of an authorized order, to buy, sell, or otherwise dispose of securities for you according to your instructions. We also agree to provide various services and features, as described below. Note that WFG does not offer any tax or legal advice in connection with this account.

- open, approve, and monitor your securities account
- transmit accurate, timely instructions to vendors regarding your securities account
- determine the suitability of any investment recommendations and advice
- operate your securities account in compliance with applicable laws and regulations
- maintain proper books and records of all services we perform for you

Your Commitments to Us

Many of these commitments are spelled out more completely on the following pages, but in general, when you sign the account application, you agree to the following:

- to accept full responsibility for the content and accuracy of all authorized instructions placed on your account, and for all results and consequences of these instructions; this includes all investment decisions and all instructions placed by you or any other person you authorize
- to pay all fees, charges, and expenses incurred in your account
- if you choose a mutual fund for your account, to authorize liquidating shares of that account to satisfy any and all debits against your account
- to use the account and its features according to this agreement
- to let us monitor and/or record any phone conversations with you
- to let us verify the information you provide and obtain credit reports and other credit-related information about you at any time, such as payment and employment information
- to let us share with third parties any information you provide, but only as required by law or as permitted by our privacy policy
- to resolve disputes concerning your relationship with us (other than class actions) through arbitration rather than in a court of law
- to understand that, whenever you invest in, or exchange into, any mutual fund, you are responsible for obtaining and reading that fund's prospectus, including its description of the fund, the fund's fees and charges, and the operation of the fund
- to notify us in writing any time there is a material change in your financial circumstances or investment objectives
- to comply with all applicable laws and regulations concerning the securities of issuers of whom you are an affiliate
- to be bound by the current and future terms of this agreement, from the time you first use your account or sign your application, whichever happens first

ACCOUNT REGISTRATION

Joint Registration

With joint registration accounts, any obligations or liabilities resulting from one account owner's actions are joint and several (in other words, are the responsibility of each account owner, both individually and jointly). We may enforce this agreement against all account owners or against any owner individually.

Each owner of a joint account may act as if he or she were the sole owner of the account, with no further notice or approval necessary from any joint owner. For example, a joint owner can -- in his or her own name -- buy and sell securities, withdraw or transfer assets, arrange for account statements to be sent only to them, or change the account's features and services (although no account owner may remove another's name from the account). In addition, with joint accounts, the principle of "notice to one is notice to all" applies. We are legally considered to have fulfilled an obligation to you and the account if we fulfill it with respect to just one account owner (for example, sending statements or other required communications to just one account owner). Note also that we do not have any obligation to question the purpose or propriety of any instruction of a joint account owner that appears to be authentic, or to let other owners know about any changes an owner has made to the account, unless we have received written notice to the contrary, in good order, from another account owner. We reserve the right to require, at any time, the written consent of all account owners before acting on an instruction from any account owner, but we will use this right only at our own discretion and for our own protection. Laws covering joint or community property vary by state. You are responsible for verifying that the joint registration you choose is valid in your state. You may want to consult your lawyer about this. Generally, for joint tenants with rights of survivorship and tenants by the entirety, on the death of an account owner the entire interest in the account goes to the surviving account owner(s), on the same terms and conditions. For tenants in common, a deceased account owner's interest (which equals that of the other account owner(s) unless specified otherwise) goes to that account owner's legal representative. Tenants in common are responsible for maintaining records of the percentages of ownership.

Custodial Registration

For accounts opened under the Uniform Gifts/Transfers to Minors Acts, you, the account owner, are the custodian. By opening this type of account, you agree that all assets belong to the minor and that you will only use them for the minor's benefit -- even after the assets have been removed from the account.

INVESTMENT OBJECTIVES

Below are four common investment objectives. As the account owner, it is up to you to select the account's investment objective. We cannot assure you that any given investment or strategy will achieve your investment objective. Note that the typical investments listed are only examples of the types of investments historically associated with each objective. Also note that the options strategies listed under Trading Profits and speculation require margin (which requires a separate application and is not available on retirement accounts).

Income

- seek to generate income from investments
- interested in investments with low historical risk of loss of principal

Typical Investments

- high quality short- and medium-term fixed income investments
- short-term bond funds
- covered call options

Capital Appreciation

- seek to grow principal value over time
- willing to invest in securities with moderate to above-average historical risk of loss of principal

Typical Investments

- common stocks
- lower quality medium-term fixed income investments
- equity mutual funds or index funds

Speculation

- seek a significant increase in principal
- willing to accept a correspondingly greater degree of risk by investing in securities with high historical risk of loss of principal

Typical Investments

- lower quality long-term fixed income investments
- initial public offerings (IPOs)
- volatile or low-priced common stocks
- equity or index options strategies such as puts or calls, spreads, straddles, and combinations
- short-term or day-trading strategies

Trading Profits

- seek to take advantage of short-term trading opportunities (a high-risk strategy)

Typical Investments

- short-term purchases and sales of volatile or low priced common stocks
- equity or index options strategies such as puts or calls, spreads, straddles, and combinations

MONITORING YOUR ACCOUNT

As an account owner, you are responsible for monitoring your account. This includes making sure that all transactions are accurate and that you are receiving confirmations, account statements, and any other expected communications. It also includes reviewing these documents to see that information about your account is accurate and contains nothing suspicious. If you are a trustee or other fiduciary, you are responsible for determining the application of the insurance rules for the account and its beneficiaries. So long as we send communications to you at the physical or electronic address of record given on the application, or to any other address given to us by an owner, the communications are legally presumed to have been delivered, whether you actually received them or not. In addition, confirmations are legally presumed to be accurate unless you specifically tell us otherwise within five days of when they were sent to you; account statements, within ten days. If you have not received a communication you expected, or if you have a question or believe you have found an error in any communication from us, telephone us immediately, then follow up with written notice.

LIMITS OF RESPONSIBILITY

Although all entities that provide services to your account strive to ensure the quality and reliability of those services, we cannot be responsible for the availability, accuracy, timeliness, completeness, or security of any service related to your account. You therefore agree that we are not responsible for any losses (meaning claims, damages, actions, demands, investment losses, or other losses, as well as any costs, charges, attorneys' fees, or other fees and expenses) that you incur as a result of conditions beyond our control or any agreement between the parties. This includes, for example:

- Any action that is done in accordance with the procedures described in this agreement or an applicable mutual fund, variable annuity or securities prospectus or other investment description
- The acceptance and processing of any order placed on your account, whether received electronically or through other means, as long as the order reasonably appears to be authentic
- Investment decisions or instructions placed in your account, or other such actions attributable to you or any authorized person
- Occurrences related to governments or markets, such as restrictions, suspensions of trading, bank closures or bank regulatory, legal or other limitations or restrictions, or high market volatility or trading volumes
- Uncontrollable circumstances in the world at large, such as wars, earthquakes, power outages, or unusual weather conditions
- Occurrences related to computers and communications, such as a network or systems failure, a message interception, or an instance of unauthorized access or breach of security
- The storage and use of information about you and your account(s) by our systems and transmission of this information between you and us; these activities occur entirely at your risk
- Telephone requests for money transfers, so long as the proceeds are transmitted to you or the bank account number identified
- Any checks or other debits to your account that are not honored because the account has insufficient funds. If any service failure is determined to be our responsibility, we will be liable only for whatever benefit you would have realized up to the time by which you should have notified us, as specified earlier in "Monitoring Your Account."

INDEMNIFICATION

You agree to indemnify us from, and hold us harmless for, any losses (as defined in Limits to our Responsibility) resulting from your actions or failures to act, whether intentional or not, including losses resulting from actions taken by third parties. Beyond taking reasonable steps to verify the authenticity of instructions, we have no obligation to inquire into the purpose, wisdom, or propriety of any instruction we receive.

TERMS CONCERNING THIS AGREEMENT

Applicability

This agreement is the only agreement between you and us concerning its subject matter, and covers all securities accounts that you, at whatever time, open, reopen, or have opened with us. In addition, if you have already entered into any agreements concerning services or features that relate to this account, or if you do so in the future, this agreement incorporates by reference the terms, conditions, and policies of those agreements. In the case of any conflict between this agreement and an agreement for a particular service or feature, the service or feature agreement will prevail.

Governing Laws and Policies

This agreement and its enforcement are governed by the laws of the State of Texas, except with respect to its conflicts-of-law provisions .

NOTICES AND DISCLOSURES

USA PATRIOT Act Notice

To help the government fight the funding of terrorism and money laundering activities, federal law requires financial institutions to obtain, verify, and record information that identifies each person who opens an account. When you open an account, we are required to obtain your legal name, date of birth, address, government issued identification number, taxpayer identification number (social security number or employer identification number), drivers license or government-issued identification showing a photo of you or passport number and country of issuance or alien identification card number. A corporation, partnership, trust or other legal entity may need to provide other information, such as its principal place of business, local office, employer identification number, certified articles of incorporation, government-issued business license, a partnership agreement, or a trust agreement.

U.S. Department of the Treasury, Securities and Exchange Commission, FINRA, and New York Stock Exchange rules already require you to provide most of this information. These rules also may require you to provide additional information, such as your net worth, annual income, occupation, employment information, investment experience and objectives and risk tolerance. Without this information we may not be able to open an account or carry out transactions for you. If we have already opened an account for you, we may be required to restrict or close it.

We will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if your account is restricted or closed.

Resolving Disputes -- Arbitration

This agreement contains a pre-dispute arbitration clause. Under this clause, which becomes binding on all parties when you sign your account application, you WFG agree as follows:

- A. All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- B. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- C. The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- D. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- E. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- F. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- G. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

All controversies that may arise between me and WFG concerning any subject matter, issue or circumstance whatsoever (including, but not limited to, controversies concerning any account, order or transaction, or the continuation, performance, interpretation or breach of this or any other agreement between me and WFG whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration in accordance with the rules then prevailing of the Financial Industry Regulatory Authority (FINRA) or any United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member, as I may designate. If I designate the rules of a United States self-regulatory organization or United States securities exchange and those rules fail to be applied for any reason, then I shall designate the prevailing rules of any other United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member. If I do not notify You in writing of my designation within five (5) days after such failure or after I receive from You a written demand for arbitration, then I authorize You to make such designation on my behalf. The designation of the rules of a United States self-regulatory organization or United States securities exchange is not integral to the underlying agreement to arbitrate. I understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

Business Continuity Plan

WFG Investments, Inc. has developed a Business Continuity Plan on how we will respond to events that significantly disrupt our business. Since the timing and impact of disasters and disruptions is unpredictable, we will have to be flexible in responding to actual events as they occur. With that in mind, we are providing you with this information on our business continuity plan.

After a significant business disruption you should be able to contact us as you usually do at (972) 661-8700, (800) 225-3650, fax (972) 661-5031 or our website at <http://www.williams-financial.com>. If necessary our offices will be relocated to three different residential locations in the DFW area, which are designated in our formal Business Continuity Plan and our phone numbers will be transferred to one of these locations. If these locations are not accessible then communication systems will be put into place utilizing VoIP's (voice over internet protocol) phones with key personnel from the main office. If you cannot access us, please contact the appropriate clearing firm, National Financial Services or Pershing at the posted phone numbers that will be listed on our web site, <http://www.williams-financial.com>, should such business disruption occur. They will be able to handle the services of accessing your funds and securities, enter orders and process other trade related, cash, and security transfer transactions for you. If you should have accounts that are not held by either of these clearing firms, then contact the investment provider directly by calling the phone number that is listed on your account statements, which you periodically receive from the investment company.

Our Plan - We plan to quickly recover and resume business operations after a significant business disruption and respond by safeguarding our employees and property, making a financial and operational assessment, protecting the firm's books and records, and allowing our customers to transact business. In short, our business continuity plan is designed to permit our firm to resume operations as quickly as possible, given the scope and severity of the significant business disruption.

Our business continuity plan addresses: data back up and recovery; all mission critical systems; financial and operational assessments; alternative communications with customers, employees, and regulators; alternate physical location of employees; critical supplier, contractor, bank and counter-party impact; regulatory reporting; and assuring our customers prompt access to their funds and securities if we are unable to continue our business.

Our clearing firms, National Financial Services and Pershing back up our important records in a geographically separate area. While every emergency situation poses unique problems based on external factors, such as time of day and the severity of the disruption, our clearing firms have advised us that its objectives are to restore their own operations and be able to complete existing transactions and accept new transactions and payments within one to four hours. Your orders and requests for funds and securities could be delayed during this period.

Varying Disruptions - Significant business disruptions can vary in their scope, such as only our firm, a single building housing our firm, the business district where our firm is located, the city where we are located, or the whole region. Within each of these areas, the severity of the disruption can also vary from minimal to severe. In a disruption to only our firm or a building housing our firm, we will transfer our operations to a local site when needed and expect to recover and resume business within approximately four hours. In a disruption affecting our business district, city, or region, we will attempt to transfer our operations to a site outside of the affected area, and recover and resume business within the same time period. In either situation, we plan to continue in business, transfer operations to our clearing firm if necessary, and notify you through our web site <http://www.williams-financial.com>. on how to contact us or another entity that will be able to service your financial needs. If the significant business disruption is so severe that it prevents us from remaining in business, we will assure our customer's prompt access to their funds and securities through the notification process on our website.

Potential of Flu Pandemic such as Influenza A (H1N1), Swine Flu, etc. - Recognizing that a flu pandemic is not a "normal" business risk, our planning has focused on augmenting our existing plans and practices to take into account the following aspects:

- Global impact with no differentiation by culture, industry, geography.
- Potential to escalate quickly and continue for several months in more than one wave.
- A high projected rate of infection potentially causing heavy absenteeism.
- Overtaxed health care facilities, public health agencies, and personnel.

This Firm is continually reviewing many strategic options as part of our business continuity planning, such as: assigning associates and management staff and other personnel responsible for critical processes to multiple geographically dispersed locations, providing personnel with electronic access to work from home where appropriate, and assessing ways to make our facilities more biohazard resistant.

For more information - If you have questions about our business continuity planning, you can contact us at (972) 661-8700, (800) 225-3650 or website <http://www.williams-financial.com>.

Privacy Policy

WFG Investments, Inc. ("WFG"), as your broker-dealer, relies on access to your personal financial information so that we can make appropriate recommendations to you regarding the financial products and services offered through us.

WFG is committed to safeguarding your personal information provided to us by you. This notice, required under SEC Regulation S-P, describes our privacy policy and how we handle and protect your personal information. The provisions of this notice apply to all present and former WFG customers.

Why and how we collect personal information - As stated above, we collect personal information about you so that we can make recommendations about products and services we offer that may be of interest to you. We collect nonpublic personal information from the following sources:

- information you provide to WFG on applications and other forms (such as your name, address, occupation, assets, and income);
- information about your transactions with WFG, our affiliates, or others, and/or;
- information we receive from consumer reporting agencies (such as your credit history and creditworthiness) and other entities not affiliated with WFG.

How we protect personal information - We restrict access to your personal information to those employees who need to know that information in order to provide products and services to you. Our employees are required to maintain and protect the confidentiality of your personal information and must follow established procedures to do so. To comply with applicable laws and regulations, we maintain physical, electronic, and procedural safeguards that comply with applicable laws and regulations to protect your personal information.

Sharing information with our affiliates - We may share your personal information described above with our affiliates for business purposes, such as marketing new products and services, servicing your account, and as permitted by law. Our affiliates are companies controlled or under common control of our holding company. The information we share with affiliates may include the information described above (such as name, address, income and information related to your account with WFG).

Disclosure to nonaffiliated third parties - In the normal course of business, personal information may be shared with persons or entities involved in servicing and administering products and services on our behalf, including:

- financial service institutions, such as mutual fund companies, securities brokers, insurance agencies, clearing brokers, and banks, with whom we have joint marketing agreements (such as agreements to market financial services or products that they jointly offer, endorse or sponsor with us);
- companies under contract to perform services for us or on our behalf (such as vendors providing data processing, computer software maintenance and development, transaction processing and marketing services).

We may also disclose personal information with non-affiliated companies and regulatory authorities as permitted by applicable law. For example, we may disclose personal information to cooperate with regulatory authorities and law enforcement agencies and as necessary to protect our rights or property. Except as described in this privacy policy, we will not use your personal information for any other purpose unless we describe how such information will be used at the time you disclose it to us or we obtain your permission to do so.

If your financial advisor terminates his or her relationship with us and moves to another securities or investment advisory firm ("New Firm"), we or your financial advisor may disclose your personal information to the New Firm, unless you instruct us not to. If you do not want us or your financial advisor to disclose your personal information to the New Firm, and if you do not want your financial advisor to retain copies of your personal information when your financial advisor terminates his or her relationship with us, you may request that we and/or your financial advisor limit the information that is shared with the New Firm by filling out the Privacy Choices Notice, which is available on our website, www.williams-financial.com, and mailing it to: WFG Investments, Inc., c/o Compliance Department, 2711 N. Haskell Avenue, Suite 2900, Dallas TX, 75204.

If your primary address is in a state that requires your affirmative consent to share your personal information with the New Firm (such as California or Vermont), then you must give your written consent before we will allow your financial advisor to take any of your personal information to that New Firm. You can withdraw your consent at any time by contacting us in writing at the address provided above.

If you want to follow your financial advisor to their New Firm when your financial advisor terminates his or her relationship with us, please do not send in the Privacy Choices Notice form.

By signing and dating this form, I hereby acknowledge that I have received, read, understood and agree to the terms set forth in the WFG Client Account Agreement.

Print Client Name

Client Signature

Date

Print Client Name

Client Signature

Date



WFG Investments, Inc.
2711 N. Haskell Ave., Suite 2900
Dallas, TX 75204

Variable Annuity New Account Form and Checklist

Getting Started

The Variable Annuity New Account Form contained in this packet must be completed for all Variable Annuity Applications and when adding additional funds to an existing contract if the addition is \$50k or more and/or if WFG has not received suitability on the policy within the past 6 months.

In order to complete this packet, you will need some or all of the following information:

- Identification information, such as a driver's license, passport, or another type of government issued identification
- Social security number
- Marginal federal tax rate (highest rate at which income was taxed)
- Information about annual income, debt, expenses, and net worth

The above information helps us comply with various securities rules and regulations and the USA Patriot Act, a Federal law that requires all securities firms obtain, verify and record information that identifies each applicant. Please note: if we cannot verify the information provided, we may be required to restrict or deny the account and subsequent transactions.

- I am currently licensed for securities and/or insurance business as required
- I am currently appointed with the insurance company listed on the application or application for appointment is attached*
- *You should have documentation on file prior to soliciting and/or transacting business in any state.

Provide the following to WFG:

- Variable Annuity New Account Form along with all required carrier paperwork signed by you and your client
- Client Account Agreement signed by your client
This document must be signed and a copy given to all clients prior to accepting the account and includes the CIP Notice, Privacy Policy, and BCP Disclosure. The Customer Identification Program (CIP) explains why we are obtaining certain information in order to verify the client's identity. The Privacy Policy explains how we will use and protect their personal information. The Business Continuity Plan (BCP) explains our contingencies and how to contact us in case normal lines of communication are disrupted and contains the necessary Arbitration language.
- Investment Change Acknowledgement and Authorization signed by you and your client (if applicable)
May be requested depending on the source of funds.
- Supporting Documentation (if applicable)
A corporation, partnership, trust or other legal entity may need to provide other information, such as its principal place of business, local office, employer identification number, certified articles of incorporation, government issued business license, a partnership agreement, or a trust agreement.
- Annuity Intelligence Report
Required for any new Variable Annuity or any Exchange. This report will be generated by you via Morningstar. This tool is available to you in WFG Connect (powered by Salesforce).
- Policy Delivery Receipt (if applicable)
WFG requires a copy of the policy delivery receipt if required by the insurance carrier.

Provide the following to your client:

- Prospectus
Please ensure that you give the most current prospectus to the client before you make an offer to invest.
- Duplicates
Please provide a copy of the application and any related paperwork to the client for their records.

Checks: Post any checks to your check blotter, make of copy of the check, and mail all checks out the same business day they are received. Please note that if any checks are made payable to WFG, you should inform compliance and return the check to the client. We cannot accept checks made payable to WFG.

For Branch Office Only

All required documentation must be received and approved by WFG Investments, Inc. prior to it being faxed or mailed directly to the Insurance Company. Unless otherwise noted, the branch office must submit the carrier paperwork directly to the company.



Variable Annuity New Account Form

1 Account Information

Registered Representative Name _____ Rep Code/ID _____

Insurance Company Product Amount \$

Is this a new contract or additional funds to an existing policy? New Additional*
* If additional funds, provide existing policy number

Account Registration (choose only one):

Individual Joint WROS Joint Tenants in Common Trust Corporation 529 Plan UGMA/ UTMA

IRA IRA- Rollover IRA- Roth IRA- SEP Other: _____

2 Primary Account Owner Information

Annuity Owner (For entity accounts - list entity information here)

Name/Entity Name

Day Phone Evening Phone Date of Birth

Social Security Number/Taxpayer ID Country of Citizenship

Type of Government ID ID Number

State/Country of ID Issuance Expiration Date

Email Address (optional) Single Married Number of Dependents

Legal Address (no P.O. boxes)

Address Line 1 Address Line 2

City State Zip

Employer Information

Employed Retired Not Employed

If retired/ unemployed, list source of income (i.e. Social Security, investments, pension) and income amount from the listed sources

Occupation Income Source

Employer Name

Address

City State Zip

I am I am not a senior foreign political figure, or a family member, or close relative of a senior foreign political figure.

I am I am not a control person or affiliate of a public company under SEC Rule 144 (such as a director, 10% shareholder, or policy-making officer), or an immediate family or household member of such person. If yes, provide the name of the company:

Company Name Company Symbol/ CUSIP

I am I am not affiliated with, or employed by, a stock exchange or member firm of either an exchange, the Financial Industry Regulatory (FINRA) or a municipal securities Broker/Dealer. If yes, provide the name of the entity:

Same as my Employer

Affiliated Entity Name Address

City State Zip/Postal Code



* W F G O 1 *



WFG Investments, Inc.
2711 N. Haskell Ave., Suite 2900
Dallas, TX 75204

3 Joint Owner or Authorized Individual*

Joint Annuity Owner (For entity accounts - list authorized individual here)

Name

Day Phone Evening Phone Date of Birth

Social Security Number/Taxpayer ID Country of Citizenship

Type of Government ID ID Number

State/Country of ID Issuance Expiration Date

Email Address (optional) Single Married Number of Dependents

Legal Address (no P.O. boxes) Same as Primary Annuity Owner

Address Line 1 Address Line 2

City State Zip

Employer Information

Employed Retired Not Employed

If retired/ unemployed, list source of income (i.e. Social Security, investments, pension) and income amount from the listed sources

Occupation Income Source

Employer Name

Address

City State Zip

I am I am not a senior foreign political figure, or a family member, or close relative of a senior foreign political figure.

I am I am not a control person or affiliate of a public company under SEC Rule 144 (such as a director, 10% shareholder, or policy-making officer), or an immediate family or household member of such person. If yes, provide the name of the company:

Company Name Company Symbol/ CUSIP

I am I am not affiliated with, or employed by, a stock exchange or member firm of either an exchange, the Financial Industry Regulatory (FINRA) or a municipal securities Broker/Dealer. If yes, provide the name of the entity:

Same as my Employer

Affiliated Entity Name Address

City State Zip/Postal Code

4 Annuitant*

Primary Annuitant (Complete only if different than owner) Same as Primary Annuity Owner

Name

Day Phone Evening Phone Date of Birth

Social Security Number/Taxpayer ID Country of Citizenship

Legal Address (no P.O. boxes) Same as Primary Annuity Owner

Address Line 1 Address Line 2

City State Zip

*Attach a separate page for additional authorized individuals or for a joint/contingent annuitant



WFG Investments, Inc.
2711 N. Haskell Ave., Suite 2900
Dallas, TX 75204

5 Suitability Information

Risk Tolerance of clients overall portfolio not limited to this annuity:

- Conservative
- Moderately Conservative
- Moderate
- Moderately Aggressive
- Aggressive

Investment Objectives of current annuity purchase:

- Long Term Growth An investment approach by which an investor generally seeks capital appreciation through buying and holding securities over an extended period of time.
- Short Term Growth An investment approach by which an investor generally seeks short-term capital gains through buying and selling securities over a short period of time.
- Income An investment approach by which an investor generally seeks current income over time.
- Other

Product Knowledge and Portfolio Allocation

Stocks	Bonds	Cash & Cash Equivalents	Mutual Funds	Options	Variable Contracts	Alternative Investments	Fixed Contracts	Indexed Contracts
% <input style="width: 60px;" type="text"/>	% <input style="width: 60px;" type="text"/>	% <input style="width: 60px;" type="text"/>	% <input style="width: 60px;" type="text"/>	% <input style="width: 60px;" type="text"/>	% <input style="width: 60px;" type="text"/>	% <input style="width: 60px;" type="text"/>	% <input style="width: 60px;" type="text"/>	% <input style="width: 60px;" type="text"/>
<input type="checkbox"/> None	<input type="checkbox"/> None	<input type="checkbox"/> None	<input type="checkbox"/> None	<input type="checkbox"/> None	<input type="checkbox"/> None	<input type="checkbox"/> None	<input type="checkbox"/> None	<input type="checkbox"/> None
<input type="checkbox"/> Limited	<input type="checkbox"/> Limited	<input type="checkbox"/> Limited	<input type="checkbox"/> Limited	<input type="checkbox"/> Limited	<input type="checkbox"/> Limited	<input type="checkbox"/> Limited	<input type="checkbox"/> Limited	<input type="checkbox"/> Limited
<input type="checkbox"/> Good	<input type="checkbox"/> Good	<input type="checkbox"/> Good	<input type="checkbox"/> Good	<input type="checkbox"/> Good	<input type="checkbox"/> Good	<input type="checkbox"/> Good	<input type="checkbox"/> Good	<input type="checkbox"/> Good
<input type="checkbox"/> Extensive	<input type="checkbox"/> Extensive	<input type="checkbox"/> Extensive	<input type="checkbox"/> Extensive	<input type="checkbox"/> Extensive	<input type="checkbox"/> Extensive	<input type="checkbox"/> Extensive	<input type="checkbox"/> Extensive	<input type="checkbox"/> Extensive

Financial Information

\$ <input style="width: 150px;" type="text"/>	\$ <input style="width: 150px;" type="text"/>	\$ <input style="width: 150px;" type="text"/>	\$ <input style="width: 150px;" type="text"/>
Current Annual Income	Estimated Net Worth (excluding primary residence)	Investable/Liquid Assets	Total Money Market and/or Bank Account Cash Reserves

**Liquid net worth is net worth minus assets that cannot be converted quickly and easily to cash, such as real estate, business equity, personal property, non-traded Alternative Investments, assets earmarked for other purposes, and investments subject to substantial penalties if they were sold or if assets were withdrawn from them, such as fixed annuities.*

Tax Bracket

- 15% or below 25% 28% 33% 35%

Decision-Making Experience : (Check all that apply)

- I consult with my broker. Yes No
- I make my own decisions. Yes No
- I consult with my family/ friends. Yes No



WFG Investments, Inc.
2711 N. Haskell Ave., Suite 2900
Dallas, TX 75204

6 Product Information

Insurance Company Product Amount \$

Current Prospectus Received? Yes No Date of Prospectus

What is the source of the premium?

- Current Income Savings/Checking (not including the sale of other investments)
 Gift/Inheritance Sale of other investments (mutual funds/stocks/bonds)
 Rollover from Employer Plan Exchange, surrender, transfer, replacement of an existing contract*
*If selected please complete the Exchange Section

Please explain:

Other

How long is the free look period? days

Do you understand the conditions and feature of the free look period? Yes No

I understand that I am limited to free withdrawals from this contract of % per year, or applicable contract earnings, which ever is greater. Withdrawals in excess of this percentage, except for specified emergencies, will be subject to the surrender charges indicated below and may reduce living and death benefits.

Are any specials riders selected for the contact? If yes please list:

Living Benefit Name

Death Benefit Name

Will this rider become a major source of retirement income? Yes No

If an income or withdrawal benefit is selected; I acknowledge If I withdrawal in excess of % my benefit may be reduced or recalculated.
See Annuity Intel Report for additional details.

Has a bonus been selected for the contract? Yes No

If Yes, there may be additional expenses, surrender period or vesting schedule. Please see Annuity Intel Report.

Explain

Surrender Charge Schedule:

<input type="text"/> % 1st year	<input type="text"/> % 2nd year	<input type="text"/> % 3rd year	<input type="text"/> % 4th year
<input type="text"/> % 5th year	<input type="text"/> % 6th year	<input type="text"/> % 7th year	<input type="text"/> % 8th year
<input type="text"/> % 9th year	<input type="text"/> % 10th year		



WFG Investments, Inc.
2711 N. Haskell Ave., Suite 2900
Dallas, TX 75204

Annual Expense of Product:

% Insurance Cost (M&E)

% Administrative Fees

% Annual Premium Based Fee

Special Riders (List All)

%

%

% Total Annual Expenses

% Underlying Fund Expenses - Range
(Note: This will vary by fund)

Are there any other costs associated with the purchase of this Annuity contract? Yes No

If yes, please provide \$ amount and explanation:

Will the annuity be included in a wrap fee program (advisory fee)? If yes, list the annual percentage charged %

Product Suitability

Do the total investments in annuities constitute more than 50% of your liquid net worth (including the proposed annuity)? Yes No

If the answer is yes to the questions above please explain why it is appropriate for a large percentage of the customer's portfolio to be invested in annuities and provide a breakdown of the current asset allocation (if additional space is needed please complete on a separate page).

What is the primary goal in purchasing this variable annuity? Check all that apply.

- Estate Planning
- Supplement Retirement Income
- Principal Protection Feature
- Income for Life Feature
- Tax-deferred Growth
- Other Please explain:



WFG Investments, Inc.
2711 N. Haskell Ave., Suite 2900
Dallas, TX 75204

What is the investment time horizon for this product?

- Immediately
- Short (1-3 years)
- Intermediate (4-7 years)
- Long (over 7 years)

How do you expect to take money out of this product?

- Income from free withdrawal
- Lump sum
- Annuitization or Income Rider
- Not applicable

Other Please explain:

Do you have any Life Insurance contracts currently? Yes No

If Yes, what are the present: Cash Value \$
Death Benefit \$

Do you have any Fixed or Variable Annuity contracts currently? Yes No

If yes, complete section below:

Company Name	<input style="width: 95%; height: 20px;" type="text"/>	Product Name	<input style="width: 95%; height: 20px;" type="text"/>	Value \$	<input style="width: 95%; height: 20px;" type="text"/>
Company Name	<input style="width: 95%; height: 20px;" type="text"/>	Product Name	<input style="width: 95%; height: 20px;" type="text"/>	Value \$	<input style="width: 95%; height: 20px;" type="text"/>
Company Name	<input style="width: 95%; height: 20px;" type="text"/>	Product Name	<input style="width: 95%; height: 20px;" type="text"/>	Value \$	<input style="width: 95%; height: 20px;" type="text"/>
Company Name	<input style="width: 95%; height: 20px;" type="text"/>	Product Name	<input style="width: 95%; height: 20px;" type="text"/>	Value \$	<input style="width: 95%; height: 20px;" type="text"/>

At what age do you expect to retire?

Are you eligible to participate in an employer-sponsored retirement plan? Yes No

If yes, are you contributing to the plan? Yes No

If you are contributing, is it the maximum amount? Yes No

Complete if purchase is in a Qualified Account

The purchase of a variable annuity in a tax-advantage retirement plan (such as a 401(k) or IRA) provides no additional tax advantage versus other types of investment products. In other words these types of plans are tax-deferred regardless of whether they are funded with a variable annuity. Accordingly the purchase of a variable annuity in a tax advantaged plan is appropriate only if it makes sense because of the annuities other features such as lifetime income payments or death benefit protection. Please indicate the specific reason(s) for which you have decided to purchase a variable annuity within a tax-advantaged plan (check all that apply):

- The only investment options offered in the customers qualified plan is a variable annuity
- Income potential offered by the withdrawal benefit
- Lifetime income potential offered by annuitization
- Death benefit protection
- Principal protection
- Other Please specify:



WFG Investments, Inc.
2711 N. Haskell Ave., Suite 2900
Dallas, TX 75204

7 Exchange Section Complete this section *only* if the source of funds is from another annuity or life insurance product

Annuity Product Life Insurance Product

Company Name Product Name
 Contract/Policy # Product Type Variable Fixed Indexed

When was the existing policy issued (month and year)?

It may be possible to modify or adjust your current policy to meet your needs, has this been discussed with your representative? Yes No

Did your current representative sell you the annuity to be exchanged? Yes No

Have you exchanged or surrendered a fixed or variable annuity in the past 36 months? Yes No

I acknowledge that by surrendering my existing policy, a deferred sales charge of approximately \$ will be assessed to my liquidation proceeds, which represents years remaining in the surrender schedule.

The new annuity may contain features, guarantees, benefits, or riders that differ from your previous investment, has this been discussed with you? Yes No

Will any of the following features be lost by surrendering or exchanging this policy? Check all that apply.

- Death Benefit \$
- Income or Withdrawal Benefit \$
- Principal Protection Benefit \$
- Other \$
- Net Cash Surrender Value (*Life only*) \$

Attach a current statement of the existing policy and the Annuity Intelligence Report side by side comparison of the two policies. Exchanges will not be approved without the requested documents.

Please explain how the exchange is beneficial to your customer:



WFG Investments, Inc.
2711 N. Haskell Ave., Suite 2900
Dallas, TX 75204

8 Authorization

Signatures

Before signing below, please verify that you have read and understand all the information provided above.

Customer:

I/We acknowledge I/we have been given a prospectus and have had sufficient opportunity to review it. My registered representative has satisfactorily answered any questions that I/we have regarding the annuity. I/We acknowledge I/we have been given a copy of the disclosure document describing general features of variable annuities. The Financial Industry Regulatory Authority requires a Supervisory Principal to approve this transaction. The firm endeavors to ensure supervisory principal approval occurs promptly. During the supervisory principal approval process, market forces may cause the values of the holdings in the sub-accounts you have chosen to fluctuate and, therefore, to affect the Net Asset Value (NAV) of those sub-accounts. I understand that WFG Investments Inc., is not responsible for such market fluctuations and that the ultimate NAV of the sub-accounts, which will be determined at the time of acceptance of this contract by the insurance carrier may be higher or lower than the NAV of the sub-accounts at the time I sign this suitability form and/or annuity contract application.

For more information / education on Variable Annuities, please visit www.finra.org.

Signature of Primary Owner	Date

Printed Name of Primary Owner	

Signature of Co-Owner	Date

Printed Name of Co-Owner	

Registered Representative:

I have thoroughly reviewed this Variable Annuity Disclosure and Suitability Form with the customer. I have informed the customer of the material features of a variable annuity including: the surrender period, potential surrender charges; potential tax penalty; mortality and expense fees; investment advisory fees, charges for features and/or any riders selected; the insurance and investment components of the variable annuity; and market risk. I have verified with the customer that he/she has a long-term investment objective and I believe the customer has a need for the features of this variable annuity as compared to other investments. I have a reasonable basis for believing that the variable annuity as a whole and the sub-accounts selected are suitable.

Signature of Registered Representative	Date

Printed Name of Registered Representative	Rep Number

Printed Name of Registered Representative (if split)	Rep Number

As Authorized Principal

I have reviewed the information contained on this Variable Annuity Disclosure & Suitability Form and:

- I have reasonable basis to believe that this proposed transaction is suitable.
- I do not believe that this proposed transaction is suitable.

Signature of Authorized Principal	Date

For Branch Office Only
This form must be received and approved by WFG Investments, Inc. prior to it being faxed or mailed directly to the Insurance Company. Unless otherwise noted, the branch office must submit the carrier paperwork directly to the company.



Disclosure

General Disclosures

THIS DISCLOSURE DOCUMENT IS NEITHER A CONTRACT NOR OFFERING DOCUMENT.

This document is neither a contract, nor a prospectus. It is NOT intended as an offering document of any kind. This document has NOT been filed with the Securities and Exchange Commission nor any state. Customers are bound to the terms of the contract between the customer and the issuing insurance company. Prior to selling annuity contracts in any state, the issuing insurance company receives approval from the Insurance Departments of the states in which contracts are sold. This document is not part of the annuity contract as filed. The firm is not responsible for transcription errors in this document. The firm is not responsible for the contract, for executing the terms of the contract, nor for changes in the contract including but not limited to changes in contractual fees, sub-account fees, availability of riders, availability of the contract in the customer's resident state, nor for the condition of the general account or separate accounts of the issuing insurance company or their affiliated money managers.

EXPLANATION OF BENEFITS & COST FACTORS TO CONSIDER

A variable annuity is a contract between the customer and an insurance company, under which the insurer agrees to make periodic payments to the customer, beginning either immediately or at some future date. A variable annuity contract is purchased by making either a single purchase payment or a series of purchase payments. Variable annuity contracts, due to insurance and other benefit features, have higher expenses than many, but not all, other types of investments. Customers must be sure that any insurance or other features of annuity contracts are in fact needed, prior to purchasing an annuity contract.

Long-term Investments

Variable annuities generally are only suitable for long-term investors. Variable annuities may provide an option to allow customers to receive periodic payments for life (or the life of the customer's spouse or any other person(s) designated as beneficiary). This feature offers protection against the possibility that, after the customer retires, the customer will outlive their assets.

Guaranteed Death Benefit

If the customer dies before the insurer has started making payments to the customer, the beneficiary is generally guaranteed to receive a specified amount typically at least the amount of purchase payments (minus any withdrawals). The beneficiary will get a benefit from this feature if, at the time of death, the account value is less than the guaranteed amount. The mortality and expense fees pay for this feature. Additional enhanced death benefits may be purchased, depending on the contract.

Tax-Deferred Growth

Increases in the value of the annuity are not subject to taxes until withdrawn. Upon withdrawal, the earnings will be taxed at ordinary income tax rates.

Lifetime Income

Annuities can provide income for various lengths of time, including for as long as the customer (or the customer and another person such as their spouse) live. Alternatively, a payout may be chosen for a certain period of time (e.g., for 15 years).

Market Value Fluctuation

Variable annuities offer a range of investment options. The value of your investment will vary depending on the performance of the chosen investment options. These investment options, also called "sub-accounts" are typically invested in stocks, bonds, money market instruments, or some combination. Money invested in variable annuities is subject to investment or market risk, including the possibility of loss of principal. Variable annuities often allow the customer to allocate part of their purchase payments to a stable value sub-account offering a modest, non-guaranteed rate of return. Stable-value sub-accounts may be subject to a MARKET VALUE ADJUSTMENT, which may cause the customer to lose money during unfavorable market conditions.

Not FDIC Insured

Annuity contracts are issued by insurance companies and are not FDIC insured. The annuity contract may offer fixed investment option. Fixed investment options may be invested in the general account of the issuing insurance company, and are subject to total loss in the event of the insolvency of the issuing insurance company.

Diversification

Variable annuities enable individuals to invest in professionally managed sub-accounts. A sub-account is a separately managed account and is separate from the general assets of the insurance company. The sub-accounts offer a diversified range of investment objectives, and each sub-account invests in a diversified portfolio of securities.

Liquidity

Most variable annuities allow customers to withdraw a portion of their investment without incurring a surrender charge. Withdrawal policies are detailed in this suitability form and in the prospectus. Withdrawals in excess of the amount specified in the prospectus may be subject to a contingent deferred sales charge, also known as a surrender charge. The surrender charge schedule is set according to the terms of the contract. Excess withdrawals may also be subject to penalties and taxation, as described below. It is important for the customer to consider whether or not they have sufficient liquid assets to meet their cash flow needs while the surrender period of the annuity is in effect.

Living Benefits

Some variable annuities enable the customer to elect an optional living benefit. The most common living benefits are:

- Guaranteed Minimum Withdrawal Benefit (GMWB) guarantees that a certain amount, typically 4-7% of your investment, can be withdrawn annually until the principal is returned. Typically, if the contract value decreases, the customer would continue to receive the guaranteed withdrawal amount each year.
- Lifetime Guaranteed Minimum Withdrawal Benefit (Lifetime GMWB) guarantees that the customer can withdraw a certain portion of their initial investment (minus any withdrawals) and continue to receive that income stream for life, even if their contract value goes to zero. In some cases, this benefit can be passed on to the customer's spouse.
- Guaranteed Minimum Income Benefit (GMIB) guarantees that upon annuitization, the customer will receive a lifetime income stream regardless of how investments perform. The income amount is based on the principal plus a guaranteed annual return, typically 4-7%.
- Guaranteed Minimum Accumulation Benefit (GMAB) guarantees that, after a minimum holding period, no matter how the sub-accounts perform, the customer is guaranteed to receive at least the principal plus an annual crediting rate.

Free Look Period

After the annuity contract is delivered, the customer has a period of time, referred to as the "free look" period, during which they can cancel the contract without paying surrender charges or penalties. The free look period varies from state to state, but is generally between ten and thirty days.

FEES & EXPENSES

Most variable annuities have two types of expenses: an insurance fee and an investment management fee. Annuities also can include optional insurance fees and an annual contract fee. The sum of these fees may be higher than similar types of fees charged by mutual funds and other investments. The fees and expenses are described in the prospectus.

Insurance Fee

The annual insurance fee (commonly known as mortality and expense (M&E) charge typically ranges from 0.65% to more than 1.75% depending on the pricing option the customer chooses. Annuities with front-end sales charges may have lower insurance fees than annuities with other pricing structures.

Investment Management Fee

Annuities charge investment management fees that may vary by sub-account.

Additional Insurance Fee

Some variable annuities offer optional insurance benefits such as enhanced death benefits or living benefits. The costs of these benefits vary by contract. As a general rule, customers should elect these types of benefits only if they anticipate using them since the added cost will reduce the investment return.

Annual Contract Fee

Variable annuities often assess an annual contract fee, typically between \$20 and \$50 that may be waived if the policy value is above a certain amount.

Bonus

If an annuity contract has an up front bonus, that contract usually has special bonus charge that allows the issuer to recover the bonus over time. Some contracts have additional offsets to ensure that the customer is not disadvantaged by the bonus charge. The registered representative is specifically prohibited from presenting the bonus as an offset for contingent deferred sales charge when exchanging an existing contract for a proposed contract with a bonus feature.

TAX FEATURES

Ordinary Income Tax Rate Applies

The earnings from annuity contracts are generally are taxed at ordinary income tax rates. Distributions from non-tax deferred investments such as mutual funds or stocks are taxed at capital gains rates which are typically, but not always, lower than ordinary income tax rates.

Annuity Contracts Used as Collateral

Annuity contracts which are used as collateral for loans may result in immediate full or partial recognition of taxable gains, and require reporting of such gains on your annual income tax filing. Recognition of taxable gains may occur even if no actual distribution is taken from the contract.

Taxation of Beneficiaries

In the event a death benefit is claimed from any annuity contract, beneficiaries are typically liable for payment of income taxes on any investment gains. The beneficiary will be taxed at ordinary income tax rates. Unlike other investments, non-qualified annuity contracts do not "step up" in cost basis at the time of death of the owner/annuitant. Other after-tax investment vehicles such as mutual funds or stocks typically "step up" at the death of the owner. Beneficiaries should discuss taxation of annuity death benefit proceeds with a qualified tax advisor. When the death benefit in a variable annuity is paid to the named beneficiary, the proceeds may not be included in the probated estate. Investors seeking a benefit not subject to taxation should consider life insurance.

Early Withdrawal 10% Penalty Tax

Withdrawals made before age 59 ½ will generally be subject to a 10% penalty.

Section 1035 Section

Section 1035 of the Internal Revenue Code allows individuals to directly transfer funds in an existing annuity policy to another annuity policy without creating a taxable event. This allows an existing annuity to be replaced with a new annuity contract without being taxed on the accumulated income or gains. A 1035 exchange can be advantageous if, for example, another annuity has additional features that better fit the customer's needs, such as different investment options, enhanced living or death benefits, or more favorable payout options.



WFG INVESTMENTS *inc.*

**Mutual Fund
Client Account Information Form**



* W F G O 6 *

Security/Name/Symbol: _____

Advisors Name: _____

Source of Funds: _____ Amount: \$ _____

Advisors Number: _____

Type of Account: Individual ___ Joint (WROS) ___ Tenants In Common ___ Retirement (IRA ___ Rollover ___ Sep ___ Roth ___)
Custodial (UGMA/UTMA)* ___ Trust** ___ Corporation** ___ Other: _____ Advisory Account ___ Yes ___ No

* Use Minor's Date of Birth & Social Security Number ** For entity accounts, complete account holder section below for authorized individuals. Provide entity details under entity account section on page 2

Personal Information (Primary Account Holder):

Full Legal Name (first, middle, last) _____ Date of Birth mm/dd/yyyy _____

Day Phone _____ Evening Phone _____

Social Security Number/Taxpayer ID _____ Country of Citizenship _____

ID Number _____ Type of Government-issued ID _____

State/Country of ID Issuance _____ Expiration Date _____

Email Address (optional) Single/Divorced/Widowed Married No. of dependents _____

Legal Address (No P.O. Boxes)

Address Line 1 _____

Address Line 2 _____

City _____ State/Province _____ Zip/Postal Code _____

Mailing Address: Same as Legal Address

Address Line 1 _____

Address Line 2 _____

City _____ State/Province _____ Zip/Postal Code _____

Employer Information: Primary Account Holder

Employment Status: ___ Employed ___ Retired ___ Not Employed

Occupation *If retired prior occupation* _____ Income Source: *If retired/not employed* _____

Employer Name _____

Address _____

City _____ State _____ Zip/Postal Code _____

I am I am not a senior foreign political figure, or a family member or close relative of a senior foreign political figure.
 I am I am not a control person or affiliate of a public company under SEC Rule 144 (such as a director, 10% shareholder, or policy-making officer), or an immediate family or household member of such a person. If yes, provide name of company: _____

Company Name _____ Company Symbol/CUSIP _____

I am I am not affiliated with, or employed by, a stock exchange or member firm of either an exchange, the Financial Industry Regulatory (FINRA) or a municipal securities Broker/Dealer.

If yes, provide name of entity: _____ Same as my Employer

Affiliated Entity Name _____

Address _____

City _____ State _____ Zip/Postal Code _____

Personal Information (Secondary Account Holder):

Full Legal Name (first, middle, last) _____ Date of Birth mm/dd/yyyy _____

Day Phone _____ Evening Phone _____

Social Security Number/Taxpayer ID _____ Country of Citizenship _____

ID Number _____ Type of Government-issued ID _____

State/Country of ID Issuance _____ Expiration Date _____

Email Address (optional) Single/Divorced/Widowed Married No. of dependents _____

Legal Address (No P.O. Boxes) Same as Primary Account Holder

Address Line 1 _____

Address Line 2 _____

City _____ State/Province _____ Zip/Postal Code _____

Mailing Address: Same as Legal Address

Address Line 1 _____

Address Line 2 _____

City _____ State/Province _____ Zip/Postal Code _____

Employer Information: Secondary Account Holder

Employment Status: ___ Employed ___ Retired ___ Not Employed

Occupation *If retired prior occupation* _____ Income Source: *If retired/not employed* _____

Employer Name _____

Address _____

City _____ State _____ Zip/Postal Code _____

I am I am not a senior foreign political figure, or a family member or close relative of a senior foreign political figure.
 I am I am not a control person or affiliate of a public company under SEC Rule 144 (such as a director, 10% shareholder, or policy-making officer), or an immediate family or household member of such a person. If yes, provide name of company: _____

Company Name _____ Company Symbol/CUSIP _____

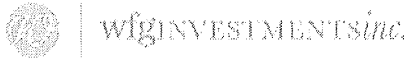
I am I am not affiliated with, or employed by, a stock exchange or member firm of either an exchange, the Financial Industry Regulatory (FINRA) or a municipal securities Broker/Dealer.

If yes, provide name of entity: _____ Same as my Employer

Affiliated Entity Name _____

Address _____

City _____ State _____ Zip/Postal Code _____



WFG Investments Inc.
2711 N. Haskell Avenue, Suite 2900
Dallas, TX 75204
Ph. (972) 661-8700 Fax (972) 661-5031

Client Account Information Form continued...

Complete the section for entity account information if the account being established is a **business, trust or any non-individual organization**. Enter Name, Taxpayer ID, countries of organization and tax residency governmental identification information with legal and mailing addresses. Provide personal information for each authorized individual in the Primary Account holder and Secondary Account holder section on page 2. Additional account holders and all authorized individuals must sign form.

<p>Entity Account Information: (only required for entity accounts)</p> <hr/> <p>Entity Name</p> <hr/> <p>Tax ID Number Country of tax residence</p> <hr/> <p>Country of Organization</p> <hr/> <p>Trust Date <i>Required for Trusts</i></p> <hr/> <p>Entity ID Document</p> <hr/> <p>State/Country of ID Issuance</p>	<p>Legal Address: (No P.O. Boxes) Same as Primary Account Holder</p> <hr/> <p>Address Line 1</p> <hr/> <p>Address Line 2</p> <hr/> <p>City State/Province Zip/Postal Code</p> <p>Mailing Address: Same as Legal Address</p> <hr/> <p>Address Line 1</p> <hr/> <p>Address Line 2</p> <hr/> <p>City State/Province Zip/Postal Code</p>
--	--

Financial Profile *(For joint accounts, provide combined information)*

<p>Annual Income <i>From all sources</i></p> <p><input type="checkbox"/> Under \$50,000 <input type="checkbox"/> \$50,001-\$100,000 <input type="checkbox"/> \$100,001 - \$500,000 <input type="checkbox"/> \$500,000 - \$1,000,000 <input type="checkbox"/> Over \$1,000,000</p> <p>\$ _____</p>	<p>Estimated Net Worth <i>Excluding primary residence</i></p> <p><input type="checkbox"/> Under \$50,000 <input type="checkbox"/> \$50,000 - \$100,000 <input type="checkbox"/> \$100,001 - \$500,000 <input type="checkbox"/> \$500,000 - \$1,000,000 <input type="checkbox"/> Over \$1,000,000</p> <p>\$ _____</p>	<p>Investable/Liquid Assets <i>Including cash and securities & assets held away</i></p> <p><input type="checkbox"/> Under \$50,000 <input type="checkbox"/> \$50,000 - \$100,000 <input type="checkbox"/> \$100,001 - \$500,000 <input type="checkbox"/> \$500,000 - \$1,000,000 <input type="checkbox"/> Over \$1,000,000</p> <p>\$ _____</p>	<p>Federal Tax Bracket</p> <p><input type="checkbox"/> 0% - 15% <input type="checkbox"/> 25% - 27.5% <input type="checkbox"/> Over 27.5%</p> <p>Is tax sensitive investing primary goal? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Account Funding Source</p> <p><input type="checkbox"/> Asset appreciation <input type="checkbox"/> Business Revenue <input type="checkbox"/> Inheritance <input type="checkbox"/> Sale of Assets <input type="checkbox"/> Transfer of Assets <input type="checkbox"/> Legal/insurance settlement <input type="checkbox"/> Other: _____</p>
<p>Annual Expenses <i>Recurring</i></p> <p><input type="checkbox"/> Under \$50,000 <input type="checkbox"/> \$50,000 - \$100,000 <input type="checkbox"/> \$100,001 - \$250,000 <input type="checkbox"/> \$250,001 - \$500,000 <input type="checkbox"/> Over \$500,000</p> <p>\$ _____</p>	<p>Special Expenses <i>Future and Non-Recurring</i></p> <p><input type="checkbox"/> Under \$50,000 <input type="checkbox"/> \$50,000 - \$100,000 <input type="checkbox"/> \$100,001 - \$250,000 <input type="checkbox"/> Over \$250,000</p> <p>\$ _____ <i>If none indicate N/A</i></p>	<p>Timeframe <i>Required for Special Expenses</i></p> <p><input type="checkbox"/> Within 2 years <input type="checkbox"/> 3 - 5 years <input type="checkbox"/> 6 - 10 years</p>	<p>Cash Flow Needs</p> <p>Do you expect your household <u>income</u> to change over the next three years? <input type="checkbox"/> Yes <input type="checkbox"/> No _____% Increase _____% Decrease</p> <p>Do you expect your household expenses to change over the next three years? <input type="checkbox"/> Yes <input type="checkbox"/> No _____% Increase _____% Decrease</p> <p>Will you require distributions or withdrawals from account assets? <input type="checkbox"/> Yes <input type="checkbox"/> No _____% per year or \$ _____ per year</p>	

Investment Profile

<p>Investment Purpose</p> <p><input type="checkbox"/> Save for education <input type="checkbox"/> Save for retirement <input type="checkbox"/> Save for short-term goal(s) <input type="checkbox"/> Generate income <input type="checkbox"/> Accumulate wealth <input type="checkbox"/> Market speculation</p> <p>Other: _____</p>	<p>Investment Objectives <i>(Refer to page 2 of the client agreement for definitions)</i></p> <p>Rank your investment objectives for this account in order of importance (1 being the highest). Review your Customer Agreement for important information on investment objectives.</p> <p>____ Income ____ Capital Appreciation ____ Speculation ____ Trading Profits ____ Other: _____</p>	<p>Risk Tolerance</p> <p><input type="checkbox"/> Conservative <input type="checkbox"/> Moderately Conservative <input type="checkbox"/> Moderate <input type="checkbox"/> Moderately Aggressive <input type="checkbox"/> Aggressive</p>	<p>Investment Time Horizon</p> <p><input type="checkbox"/> Immediate <input type="checkbox"/> Short (1-3 years) <input type="checkbox"/> Intermediate (4-7 years) <input type="checkbox"/> Long (over 7 years)</p>
--	--	---	--

Conservative investment objectives will result in conservative investments. The longer your investment time frame, the more likely it is the markets will provide their normal returns by averaging the up and down cycles. Conversely, the shorter your time frame, the more random the returns are suggesting a more conservative approach to offset the increased risk.



WFG Investments Inc.
 2711 N. Haskell Avenue, Suite 2900
 Dallas, TX 75204
 Ph. (972) 661-8700 Fax (972) 661-5031

Client Account Information Form continued...

Additional Suitability Information

Decision-Making Experience

Please be sure to notify your advisor of any asset class or product limitations.

Check all that apply:

- I consult with my broker/advisor Yes No _____
 I make my own decisions Yes No _____
 I consult with my family/ friends Yes No _____

Total Investable/Liquid Assets (Including assets held away)

Stocks _____% Mutual Funds _____% Variable Contracts _____% Alternative Investments _____% Other _____%
 Bonds _____% Options _____% Security Futures _____% Foreign Currency _____% **Total** _____%
 Short-Term _____% Limited Partnerships _____% Annuities _____% Foreign Securities _____% *(Must equal 100%)*

General Questions

Please comment on anything you feel we should know about your investment objectives or circumstances, or anything you feel needs further explanation (i.e. regular withdrawals, upcoming college expenses, retirement, etc.).

Product Knowledge Check either None, Limited, Good, or Extensive based on your knowledge OR provide your number of years experience:

	None	Limited	Good	Extensive	Number of Years
Stocks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Bonds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Mutual Funds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Cash & Cash Equivalents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Variable Contracts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Limited Partnerships	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Futures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Annuities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Alternative Investments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Margin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Foreign Currency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Foreign Securities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

_____ Print Client Name _____ Date: _____ _____ Client Signature _____ _____ Print Client Name _____ Date: _____ _____ Client Signature	_____ Print Registered Representative Name _____ Date: _____ _____ Registered Representative Signature _____ _____ Print Principal/Branch Manager Name _____ Date: _____ _____ Principal/Branch Manager Signature
---	---

EXHIBIT D



December 2017

[Name]
[Name 2]
[Address]
[City, State, Zip]

Dear Valued Customer,

As you are aware, WFG Investments, Inc. (“WFG”) has been serving your account(s). After careful consideration, WFG has decided to no longer continue operations as a broker-dealer, and supports the transfer of your account to a broker-dealer called Kestra Investment Services, LLC (“Kestra”) to continue to serve you. Kestra, formerly, known as NFP Advisor Services, LLC and NFP Securities, Inc., has been in business since 1997 and provides retail sales and securities services.

In order to continue to service your Direct Account, Kestra will need to be appointed as the broker-dealer of record by the applicable account custodian (Direct Account Custodian). Some Direct Account Custodians will permit your Direct Account to be reappointed to Kestra automatically if you do not withhold your consent. We intend to request applicable Direct Account Custodians to appoint Kestra as broker-dealer of record for your Direct Account(s) unless you object. You will not be charged any fee or additional amount by the Direct Account Custodian in connection with the broker-dealer change. Your Direct Account will continue to be held in custody at the applicable Direct Account Custodian.

Your account agreement with the Direct Account Custodian will not change as a result of the appointment of Kestra as broker-dealer. Similarly, if you hold an IRA with a Direct Account Custodian, your IRA custodian will not change.

You have the right to object to the appointment of Kestra as broker-dealer of record on your Direct Account(s). In order to do so, you must contact us within thirty (30) days of receipt of this letter. Otherwise, Kestra will be appointed as broker-dealer of record on your Direct Account(s) if allowed by the Direct Account Custodian.

Some Direct Account Custodians will not permit the broker-dealer of record to be changed without your written consent. Where applicable, we will contact you to request that you sign a broker-dealer change authorization form.

Should you have already transferred your account to another broker-dealer, the account would not be moved to Kestra.

2711 N. Haskell Ave., Suite 2900 Dallas, Texas 75204
t 800.225.3650 p 972.661.8700 f 972.661.5031 w williams-financial.com

*Securities offered through WFG Investments, Inc., Member FINRA & SIPC.
Investment advisory services offered through WFG Advisors, LP.*

Privacy

WFG and Kestra are committed to protecting your personal and financial information and are compliant with Securities and Exchange Commission (“SEC”) Regulation S-P (Privacy of Consumer Financial Information) in connection with the transfer of your account to Kestra. Enclosed in this mailing are WFG’s and Kestra’s Privacy Policies, which provide you with important information about our mutual commitments to protecting your personal and financial information.

Please note that in order for your brokerage or Direct Account to be repointed with Kestra, WFG must share your account information with Kestra. You were previously provided with an updated WFG Privacy Policy that generally permits such sharing unless you opt out. Note that some states require that you affirmatively opt in to the sharing of your information. Where applicable, we will contact you to obtain your prior authorization before sharing any personally identifiable information with Kestra.

If you choose to opt out of the transfer to Kestra, please contact WFG at 1-800-225-3650 or by mail at 2711 N Haskell, Suite 2900, Dallas, TX 75204] within thirty (30) days of your receipt of this letter.

If you should have any questions, please contact Gwen Rogers at the above number.

Sincerely,

WFG Investments, Inc.

Enclosures

WFG Privacy Policy
Kestra Privacy Policy