CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

WEALTH ACCUMULATION RESOURCES LLC

(a Texas limited liability company)
1400 Preston Road, Fourth Floor
Plano, TX 75093

$30,000,000

Aggregate Offering of 300 Units of Limited Liability Company Membership Interests
at a price per Unit of $100,000, for a total offering amount of up to $30,000,000.

Minimum Investment per Investor – 1 Unit ($100,000)

150 Class B Units at a Price per Unit of $100,000 Totaling $15,000,000
150 Class C Units at a Price per Unit of $100,000 Totaling $15,000,000

The information contained herein is confidential and private. It is for the exclusive use of persons selected by Wealth Accumulation Resources LLC. This Confidential Private Placement Memorandum (this "Memorandum") relates to the offer and sale to investors of up to 300 Units of limited liability company membership interests of Wealth Accumulation Resources LLC, a Texas limited liability company.

Wealth Accumulation Resources LLC is a start-up company formed for the purpose of acquiring, holding and managing Workman's Compensation Medical Liens.

AN INVESTMENT IN OUR SECURITIES INVOLVES A HIGH DEGREE OF RISK. IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF US AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. YOU SHOULD ONLY INVEST IN OUR STOCK IF YOU CAN AFFORD A COMPLETE LOSS OF YOUR INVESTMENT. YOU SHOULD READ THE COMPLETE DISCUSSION OF THE RISK FACTORS SET FORTH IN THIS PRIVATE PLACEMENT MEMORANDUM.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. SEE "CERTAIN NOTICES UNDER STATE SECURITIES LAWS" ON PAGE ii.

The date of this Memorandum is July 12, 2016.

Wealth Accumulation Resources LLC

RISK DISCLOSURE STATEMENT

THE ATTORNEYS THAT PREPARED THIS MEMORANDUM ("ATTORNEYS") HEREBY DISCLAIM ANY OPINION OR ASSURANCE OF ANY NATURE WHATSOEVER REGARDING THE ACCURACY, COMPLETENESS, REASONABLENESS, TIMELINESS OR VERACITY OF ANY OF THE ASSERTIONS, REPRESENTATIONS OR OTHER INFORMATION CONTAINED HEREIN, WHETHER QUALITATIVE OR QUANTITATIVE, OR REGARDING THE INVESTMENT-WORTHINESS OF THE SECURITIES DISCUSSED HEREIN ("SECURITIES"). ANY ASSERTION OR REPRESENTATION MADE HEREIN, AND ALL OTHER INFORMATION DISCLOSED HEREIN, WHETHER QUALITATIVE OR QUANTITATIVE, HAS BEEN MADE OR PROVIDED BY THE PROMOTER. IN CONNECTION WITH THE PREPARATION OF THIS MEMORANDUM, THE ATTORNEYS HAVE NOT BEEN ENGAGED TO ATTEST HERETO, OR TO OPINE IN RESPECT HEREOF. ACCORDINGLY, THE ATTORNEYS HAVE NOT PERFORMED ANY ANALYTICAL, CONFIRMATION, VALIDATION, VERIFICATION OR OTHER PROCEDURES IN RESPECT OF THE ASSERTIONS AND REPRESENTATIONS CONTAINED HEREIN, NOR IN RESPECT OF ANY OF THE OTHER INFORMATION DISCLOSED HEREIN, INCLUDING ANY SIMILAR TO THOSE PROCEDURES UNDERTAKEN BY AN INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT IN CONNECTION WITH AN AUDIT OF THE FINANCIAL STATEMENTS OF AN ISSUER OF SECURITIES FOR PURPOSES OF RENDERING AN OPINION THEREON. CONSEQUENTLY, POTENTIAL INVESTORS, IN DECIDING WHETHER OR NOT TO INVEST IN THE SECURITIES, ARE CAUTIONED NOT TO ASCRIBE ANY SPECIAL RELIANCE WHATSOEVER ON THIS MEMORANDUM BY REASON THAT ATTORNEYS HAVE PREPARED THIS MEMORANDUM.

THIS BRIEF STATEMENT CANNOT DISCLOSE ALL THE RISKS AND OTHER FACTORS NECESSARY TO EVALUATE YOUR PARTICIPATION IN THIS COMPANY. THEREFORE, BEFORE YOU DECIDE TO PARTICIPATE IN AN EQUITY INVESTMENT IN THIS COMPANY, YOU SHOULD CAREFULLY STUDY THIS DISCLOSURE DOCUMENT, INCLUDING A DISCUSSION OF THE CERTAIN RISK FACTORS OF THIS INVESTMENT.

CERTAIN NOTICES REGARDING THIS MEMORANDUM AND UNDER STATE SECURITIES LAWS

FOR RESIDENTS OF ALL STATES: THE INTERESTS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("SECURITIES ACT"), OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE INTERESTS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THIS OFFERING IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MIGHT BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. AN INVESTOR MUST REPRESENT THAT THE INTERESTS ARE BEING ACQUIRED FOR INVESTMENT PURPOSES ONLY, AND NOT WITH A VIEW TO OR PRESENT INTENTION OF DISTRIBUTION.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR OTHER JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION IS NOT AUTHORIZED OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO. IN ADDITION, THIS MEMORANDUM CONSTITUTES AN OFFER ONLY IF A NAME APPEARS IN THE APPROPRIATE SPACE ON THE COVER, AND IS AN OFFER ONLY TO THE OFFEREE SO NAMED.

EXCEPT AS OTHERWISE INDICATED, THIS MEMORANDUM SPEAKS AS OF THE DATE OF THE MEMORANDUM AND NEITHER THE DELIVERY HEREOF NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE CONDITION OF THE COMPANY SINCE THE DATE HEREOF.

NO PERSON HAS BEEN AUTHORIZED TO MAKE REPRESENTATIONS OR PROVIDE ANY INFORMATION OTHER THAN THAT CONTAINED IN THIS MEMORANDUM AND ITS EXHIBITS. ONLY THOSE REPRESENTATIONS EXPRESSLY SET FORTH IN THIS MEMORANDUM AND ACTUAL DOCUMENTS

(SUMMARIZED HEREIN), WHICH ARE FURNISHED UPON REQUEST TO AN OFFEREE, OR HIS REPRESENTATIVE MAY BE RELIED UPON IN CONNECTION WITH THIS OFFERING.

PROSPECTIVE PURCHASERS OF THE INTERESTS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL OR TAX ADVICE. EACH PROSPECTIVE PURCHASER SHOULD CONSULT HIS OWN PROFESSIONAL ADVISORS AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING HIS INVESTMENT.

THIS MEMORANDUM HAS BEEN PREPARED FROM DATA SUPPLIED BY SOURCES DEEMED RELIABLE AND DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR KNOWINGLY CONTAIN ANY UNTRUE STATEMENT OF ANY MATERIAL FACT. IT CONTAINS A SUMMARY OF THE MATERIAL PROVISIONS OF DOCUMENTS REFERRED TO HEREIN. STATEMENTS MADE WITH RESPECT TO THE PROVISIONS OF SUCH DOCUMENTS ARE NOT NECESSARILY COMPLETE AND REFERENCE IS MADE TO THE ACTUAL DOCUMENTS FOR COMPLETE INFORMATION AS TO THE RIGHTS AND OBLIGATIONS THERETO.

NOTICE TO ALABAMA RESIDENTS ONLY: THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE ALABAMA SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE ALABAMA SECURITIES COMMISSION. THE COMMISSION DOES NOT RECOMMEND OR ENDORSE THE PURCHASE OF ANY SECURITIES, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO ALASKA RESIDENTS ONLY: THE SECURITIES OFFERED HAVE NOT BEEN REGISTERED WITH THE ADMINISTRATOR OF SECURITIES OF THE STATE OF ALASKA UNDER PROVISIONS OF 3 AAC 08.500-3 AAC 08.504. THE INVESTOR IS ADVISED THAT THE ADMINISTRATOR HAS MADE ONLY A CURSORY REVIEW OF THE REGISTRATION STATEMENT AND HAS NOT REVIEWED THIS DOCUMENT SINCE THE DOCUMENT IS NOT REQUIRED TO BE FILED WITH THE ADMINISTRATOR. THE FACT OF REGISTRATION DOES NOT MEAN THAT THE ADMINISTRATOR HAS PASSED IN ANY WAY UPON THE MERITS, RECOMMENDED, OR APPROVED THE SECURITIES. ANY REPRESENTATION TO THE CONTRARY IS A VIOLATION OF 45.55.170. THE INVESTOR MUST RELY ON THE INVESTOR'S OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED IN MAKING AN INVESTMENT DECISION ON THESE SECURITIES.

NOTICE TO ARIZONA RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE ARIZONA SECURITIES ACT IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION PURSUANT TO A.R.S. SECTION 44-1844 (1)

AND THEREFORE CANNOT BE RESOLD UNLESS THEY ARE ALSO REGISTERED OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

NOTICE TO ARKANSAS RESIDENTS ONLY: THESE SECURITIES ARE OFFERED IN RELIANCE UPON CLAIMS OF EXEMPTION UNDER THE ARKANSAS SECURITIES ACT AND SECTION 4(2) OF THE SECURITIES ACT OF 1933. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE ARKANSAS SECURITIES DEPARTMENT OR WITH THE SECURITIES AND EXCHANGE COMMISSION. NEITHER THE DEPARTMENT NOR THE COMMISSION HAS PASSED UPON THE VALUE OF THESE SECURITIES, MADE ANY RECOMMENDATIONS AS TO THEIR PURCHASE, APPROVED OR DISAPPROVED THIS OFFERING OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

FOR CALIFORNIA RESIDENTS ONLY: THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS OFFERING HAS NOT BEEN QUALIFIED WITH COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFORE PRIOR TO SUCH QUALIFICATIONS IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPTED FROM QUALIFICATION BY SECTION 25100, 25102, OR 25104 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS OFFERING ARE EXPRESSLY CONDITION UPON SUCH QUALIFICATIONS BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

FOR COLORADO RESIDENTS ONLY: THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE COLORADO SECURITIES ACT OF 1991 BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE COLORADO SECURITIES ACT OF 1991, IF SUCH REGISTRATION IS REQUIRED.

NOTICE TO CONNECTICUT RESIDENTS ONLY: SECURITIES ACQUIRED BY CONNECTICUT RESIDENTS ARE BEING SOLD AS A TRANSACTION EXEMPT UNDER SECTION 36-409(b)(9)(A) OF THE CONNECTICUT, UNIFORM SECURITIES ACT. THE SECURITIES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF CONNECTICUT. ALL INVESTORS SHOULD BE AWARE THAT THERE ARE CERTAIN RESTRICTIONS AS TO THE TRANSFERABILITY OF THE SECURITIES.

NOTICE TO DELAWARE RESIDENTS ONLY: IF YOU ARE A DELAWARE RESIDENT, YOU ARE HEREBY ADVISED THAT THESE SECURITIES ARE BEING

OFFERED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE DELAWARE SECURITIES ACT. THE SECURITIES CANNOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR IN A TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH THE ACT.

NOTICE TO DISTRICT OF COLUMBIA RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES BUREAU OF THE DISTRICT OF COLUMBIA NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO FLORIDA RESIDENTS ONLY: THE SECURITIES DESCRIBED HEREIN HAVE NOT BEEN REGISTERED WITH THE FLORIDA DIVISION OF SECURITIES AND INVESTOR PROTECTION UNDER THE FLORIDA SECURITIES ACT. THE SECURITIES REFERRED TO HEREIN WILL BE SOLD TO, AND ACQUIRED BY THE HOLDER IN A TRANSACTION EXEMPT UNDER SECTION 517.061 OF SAID ACT. THE SECURITIES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF FLORIDA. IN ADDITION, ALL OFFEREES WHO ARE FLORIDA RESIDENTS SHOULD BE AWARE THAT SECTION 517.061(11)(a)(5) OF THE ACT PROVIDES, IN RELEVANT PART, AS FOLLOWS: "WHEN SALES ARE MADE TO FIVE OR MORE PERSONS IN [FLORIDA], ANY SALE IN [FLORIDA] MADE PURSUANT TO [THIS SECTION] IS VOIDABLE BY THE PURCHASER IN SUCH SALE EITHER WITHIN 3 DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY THE PURCHASER TO THE ISSUER, AN AGENT OF THE ISSUER OR AN ESCROW AGENT OR WITHIN 3 DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER." THE AVAILABILITY OF THE PRIVILEGE TO VOID SALES PURSUANT TO SECTION 517.061(11) IS HEREBY COMMUNICATED TO EACH FLORIDA OFFEREE. EACH PERSON ENTITLED TO EXERCISE THE PRIVILEGE TO AVOID SALES GRANTED BY SECTION 517.061 (11) (A)(5) AND WHO WISHES TO EXERCISE SUCH RIGHT, MUST, WITHIN 3 DAYS AFTER THE TENDER OF ANY AMOUNT TO THE COMPANY OR TO ANY AGENT OF THE COMPANY (INCLUDING THE SELLING AGENT OR ANY OTHER DEALER ACTING ON BEHALF OF THE PARTNERSHIP OR ANY SALESMAN OF SUCH DEALER) OR AN ESCROW AGENT CAUSE A WRITTEN NOTICE OR TELEGRAM TO BE SENT TO THE COMPANY AT THE ADDRESS PROVIDED IN THIS CONFIDENTIAL EXECUTIVE SUMMARY. SUCH LETTER OR TELEGRAM MUST BE SENT AND, IF POSTMARKED, POSTMARKED ON OR PRIOR TO THE END OF THE AFOREMENTIONED THIRD DAY. IF A PERSON IS SENDING A LETTER, IT IS PRUDENT TO SEND SUCH LETTER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ASSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE THE TIME IT WAS MAILED. SHOULD A PERSON MAKE THIS REQUEST ORALLY, HE MUST ASK FOR WRITTEN CONFIRMATION THAT HIS REQUEST HAS BEEN RECEIVED.

NOTICE TO GEORGIA RESIDENTS ONLY: THESE SECURITIES ARE OFFERED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE GEORGIA SECURITIES ACT PURSUANT TO REGULATION 590-4-5-04 AND -01. THE SECURITIES CANNOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR IN A TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH THE ACT.

NOTICE TO HAWAII RESIDENTS ONLY: NEITHER THIS PROSPECTUS NOR THE SECURITIES DESCRIBED HEREIN BEEN APPROVED OR DISAPPROVED BY THE COMMISSIONER OF SECURITIES OF THE STATE OF HAWAII NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS.

NOTICE TO IDAHO RESIDENTS ONLY: THESE SECURITIES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE IDAHO SECURITIES ACT IN RELIANCE UPON EXEMPTION FROM REGISTRATION PURSUANT TO SECTION 30-14-203 OR 302(c) THEREOF AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SAID ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SAID ACT.

NOTICE TO ILLINOIS RESIDENTS: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECRETARY OF THE STATE OF ILLINOIS NOR HAS THE STATE OF ILLINOIS PASSED UPON THE ACCURACY OR ADEQUACY OF THE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO INDIANA RESIDENTS ONLY: THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER SECTION 23-2-1-2 OF THE INDIANA SECURITIES LAW AND HAVE NOT BEEN REGISTERED UNDER SECTION 23-2-1-3. THEY CANNOT THEREFORE BE RESOLD UNLESS THEY ARE REGISTERED UNDER SAID LAW OR UNLESS AN EXEMPTION FORM REGISTRATION IS AVAILABLE. A CLAIM OF EXEMPTION UNDER SAID LAW HAS BEEN FILED, AND IF SUCH EXEMPTION IS NOT DISALLOWED SALES OF THESE SECURITIES MAY BE MADE. HOWEVER, UNTIL SUCH EXEMPTION IS GRANTED, ANY OFFER MADE PURSUANT HERETO IS PRELIMINARY AND SUBJECT TO MATERIAL CHANGE.

NOTICE TO IOWA RESIDENTS ONLY: IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED; THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON

TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO KANSAS RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 81-5-6 OF THE KANSAS SECURITIES ACT AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

NOTICE TO KENTUCKY RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER RULE 808 OF THE KENTUCKY SECURITIES ACT AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

NOTICE TO LOUISIANA RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER RULE 1 OF THE LOUISIANA SECURITIES LAW AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

NOTICE TO MAINE RESIDENTS ONLY: THE ISSUER IS REQUIRED TO MAKE A REASONABLE FINDING THAT THE SECURITIES OFFERED ARE A SUITABLE INVESTMENT FOR THE PURCHASER AND THAT THE PURCHASER IS FINANCIALLY ABLE TO BEAR THE RISK OF LOSING THE ENTIRE AMOUNT INVESTED.

THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION UNDER §16202(15) OF THE MAINE UNIFORM SECURITIES ACT AND ARE NOT REGISTERED WITH THE SECURITIES ADMINISTRATOR OF THE STATE OF MAINE.

THE SECURITIES OFFERED FOR SALE MAY BE RESTRICTED SECURITIES AND THE HOLDER MAY NOT BE ABLE TO RESELL THE SECURITIES UNLESS:

(1) THE SECURITIES ARE REGISTERED UNDER STATE AND FEDERAL SECURITIES LAWS, OR (2) AN EXEMPTION IS AVAILABLE UNDER THOSE LAWS.

NOTICE TO MARYLAND RESIDENTS ONLY: IF YOU ARE A MARYLAND RESIDENT AND YOU ACCEPT AN OFFER TO PURCHASE THESE SECURITIES PURSUANT TO THIS MEMORANDUM, YOU ARE HEREBY ADVISED THAT THESE SECURITIES ARE BEING SOLD AS A TRANSACTION EXEMPT UNDER SECTION 11-602(9) OF THE MARYLAND SECURITIES ACT. THE SECURITIES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF MARYLAND. ALL INVESTORS SHOULD BE AWARE THAT THERE ARE CERTAIN RESTRICTIONS AS TO THE TRANSFERABILITY OF THE SECURITIES.

NOTICE TO MASSACHUSETTS RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE MASSACHUSETTS UNIFORM SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THIS OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

NOTICE TO MICHIGAN RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER SECTION 451.701 OF THE MICHIGAN UNIFORM SECURITIES ACT (THE ACT) AND MAY BE TRANSFERRED OR RESOLD BY RESIDENTS OF MICHIGAN ONLY IF REGISTERED PURSUANT TO THE PROVISIONS OF THE ACT, OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE INVESTMENT IS SUITABLE IF IT DOES NOT EXCEED 10% OF THE INVESTOR'S NET WORTH.

NOTICE TO MINNESOTA RESIDENTS ONLY: THESE SECURITIES BEING OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER CHAPTER 80A OF THE MINNESOTA SECURITIES LAWS AND MAY NOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO REGISTRATION, OR AN EXEMPTION THEREFROM.

NOTICE TO MISSISSIPPI RESIDENTS ONLY: THE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE MISSISSIPPI SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE MISSISSIPPI SECRETARY OF STATE OR WITH THE SECURITIES AND EXCHANGE COMMISSION. NEITHER THE SECRETARY OF STATE NOR THE COMMISSION HAS PASSED UPON THE VALUE OF THESE SECURITIES, OR APPROVED OR DISAPPROVED THIS OFFERING. THE SECRETARY OF STATE DOES NOT RECOMMEND THE PURCHASE OF THESE OR ANY OTHER SECURITIES. EACH PURCHASER OF THE SECURITIES MUST MEET CERTAIN SUITABILITY STANDARDS AND MUST BE ABLE TO BEAR AN ENTIRE LOSS OF THIS INVESTMENT. THE SECURITIES MAY NOT BE

TRANSFERRED FOR A PERIOD OF ONE (1) YEAR EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE MISSISSIPPI SECURITIES ACT OR IN A TRANSACTION IN COMPLIANCE WITH THE MISSISSIPPI SECURITIES ACT.

FOR MISSOURI RESIDENTS ONLY: THE SECURITIES OFFERED HEREIN WILL BE SOLD TO, AND ACQUIRED BY, THE PURCHASER IN A TRANSACTION EXEMPT UNDER SECTION 4.G OF THE MISSOURI SECURITIES LAW OF 1953, AS AMENDED. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF MISSOURI. UNLESS THE SECURITIES ARE SO REGISTERED, THEY MAY NOT BE OFFERED FOR SALE OR RESOLD IN THE STATE OF MISSOURI, EXCEPT AS A SECURITY, OR IN A TRANSACTION EXEMPT UNDER SAID ACT.

NOTICE TO MONTANA RESIDENTS ONLY: IN ADDITION TO THE INVESTOR SUITABILITY STANDARDS THAT ARE OTHERWISE APPLICABLE, ANY INVESTOR WHO IS A MONTANA RESIDENT MUST HAVE A NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS AND AUTOMOBILES) IN EXCESS OF FIVE (5) TIMES THE AGGREGATE AMOUNT INVESTED BY SUCH INVESTOR IN THE SECURITIES.

NOTICE TO NEBRASKA RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER CHAPTER 15 OF THE NEBRASKA SECURITIES LAW AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

NOTICE TO NEVADA RESIDENTS ONLY: IF ANY INVESTOR ACCEPTS ANY OFFER TO PURCHASE THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 49:3-60(b) OF THE NEVADA SECURITIES LAW. THE INVESTOR IS HEREBY ADVISED THAT THE ATTORNEY GENERAL OF THE STATE OF NEVADA HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING AND THE FILING OF THE OFFERING WITH THE BUREAU OF SECURITIES DOES NOT CONSTITUTE APPROVAL OF THE ISSUE, OR SALE THEREOF, BY THE BUREAU OF SECURITIES OR THE DEPARTMENT OF LAW AND PUBLIC SAFETY OF THE STATE OF NEVADA. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. NEVADA ALLOWS THE SALE OF SECURITIES TO 25 OR FEWER PURCHASERS IN THE STATE WITHOUT REGISTRATION. HOWEVER, CERTAIN CONDITIONS APPLY, I.E., THERE CAN BE NO GENERAL ADVERTISING OR SOLICITATION AND COMMISSIONS ARE LIMITED TO LICENSED BROKER-DEALERS. THIS EXEMPTION IS GENERALLY USED WHERE THE PROSPECTIVE INVESTOR IS ALREADY KNOWN AND HAS A PRE-EXISTING RELATIONSHIP WITH THE COMPANY. (SEE NRS 90.530.11.)

NOTICE TO NEW HAMPSHIRE RESIDENTS ONLY: NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE UNDER THIS CHAPTER HAS BEEN FILED WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY, OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER, OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

NOTICE TO NEW JERSEY RESIDENTS ONLY: IF YOU ARE A NEW JERSEY RESIDENT AND YOU ACCEPT AN OFFER TO PURCHASE THESE SECURITIES PURSUANT TO THIS MEMORANDUM, YOU ARE HEREBY ADVISED THAT THIS MEMORANDUM HAS NOT BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY PRIOR TO ITS ISSUANCE AND USE. THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO NEW MEXICO RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES DIVISION OF THE NEW MEXICO DEPARTMENT OF BANKING NOR HAS THE SECURITIES DIVISION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO NEW YORK RESIDENTS ONLY: THIS DOCUMENT HAS NOT BEEN REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW YORK PRIOR TO ITS ISSUANCE AND USE. THE ATTORNEY GENERAL OF THE STATE OF NEW YORK HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE COMPANY HAS TAKEN NO STEPS TO CREATE AN AFTER MARKET FOR THE SECURITIES OFFERED HEREIN AND HAS MADE NO ARRANGEMENTS WITH BROKERS OF OTHERS TO TRADE OR MAKE A MARKET IN THE SECURITIES. AT SOME TIME IN THE FUTURE, THE COMPANY MAY ATTEMPT TO ARRANGE FOR INTERESTED BROKERS TO TRADE OR MAKE A MARKET IN THE SECURITIES AND TO QUOTE THE SAME IN A PUBLISHED QUOTATION MEDIUM, HOWEVER, NO SUCH ARRANGEMENTS HAVE BEEN MADE AND THERE IS NO ASSURANCE THAT ANY BROKERS WILL EVER HAVE SUCH AN INTEREST IN THE SECURITIES OF THE COMPANY OR THAT THERE WILL EVER BE A MARKET THEREFORE.

NOTICE TO NORTH CAROLINA RESIDENTS ONLY: IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FORGOING AUTHORITIES HAVE NOT CONFIRMED ACCURACY OR DETERMINED ADEQUACY OF THIS DOCUMENT. REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO NORTH DAKOTA RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES COMMISSIONER OF THE STATE OF NORTH DAKOTA NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO OHIO RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 107.03(2) OF THE OHIO SECURITIES LAW AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

NOTICE TO OKLAHOMA RESIDENTS ONLY: THESE SECURITIES ARE OFFERED FOR SALE IN THE STATE OF OKLAHOMA IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION FOR PRIVATE OFFERINGS. ALTHOUGH A PRIOR FILING OF THIS MEMORANDUM AND THE INFORMATION HAS BEEN MADE WITH THE OKLAHOMA SECURITIES COMMISSION, SUCH FILING IS PERMISSIVE ONLY AND DOES NOT CONSTITUTE AN APPROVAL, RECOMMENDATION OR ENDORSEMENT, AND IN NO SENSE IS TO BE REPRESENTED AS AN INDICATION OF THE INVESTMENT MERIT OF SUCH SECURITIES. ANY SUCH REPRESENTATION IS UNLAWFUL.

NOTICE TO OREGON RESIDENTS ONLY: THE SECURITIES OFFERED HAVE BEEN REGISTERED WITH THE CORPORATION COMMISSION OF THE STATE OF OREGON UNDER PROVISIONS OF OAR 815 DIVISION 36. THE INVESTOR IS ADVISED THAT THE COMMISSIONER HAS MADE ONLY A CURSORY REVIEW OF THE REGISTRATION STATEMENT AND HAS NOT REVIEWED THIS DOCUMENT SINCE THE DOCUMENT IS NOT REQUIRED TO BE FILED WITH

THE COMMISSIONER. THE INVESTOR MUST RELY ON THE INVESTOR'S OWN EXAMINATION OF THE COMPANY CREATING THE SECURITIES, AND THE TERMS OF THE OFFERING INCLUDING THE MERITS AND RISKS INVOLVED IN MAKING AN INVESTMENT DECISION ON THESE SECURITIES.

NOTICE TO PENNSYLVANIA RESIDENTS ONLY: EACH PERSON WHO ACCEPTS AN OFFER TO PURCHASE SECURITIES EXEMPTED FROM REGISTRATION BY SECTION 203(d), DIRECTLY FROM THE ISSUER OR AFFILIATE OF THIS ISSUER, SHALL HAVE THE RIGHT TO WITHDRAW HIS ACCEPTANCE WITHOUT INCURRING ANY LIABILITY TO THE SELLER, UNDERWRITER (IF ANY) OR ANY OTHER PERSON WITHIN TWO (2) BUSINESS DAYS FROM THE DATE OF RECEIPT BY THE ISSUER OF HIS WRITTEN BINDING CONTRACT OF PURCHASE OR, IN THE CASE OF A TRANSACTION IN WHICH THERE IS NO BINDING CONTRACT OF PURCHASE, WITHIN TWO (2) BUSINESS DAYS AFTER HE MAKES THE INITIAL PAYMENT FOR THE SECURITIES BEING OFFERED. IF YOU HAVE ACCEPTED AN OFFER TO PURCHASE THESE SECURITIES MADE PURSUANT TO A PROSPECTUS WHICH CONTAINS A NOTICE EXPLAINING YOUR RIGHT TO WITHDRAW YOUR ACCEPTANCE PURSUANT TO SECTION 207(m) OF THE PENNSYLVANIA SECURITIES ACT OF 1972 (70 PS § 1-207(m), YOU MAY ELECT, WITHIN TWO (2) BUSINESS DAYS AFTER THE FIRST TIME YOU HAVE RECEIVED THIS NOTICE AND A PROSPECTUS TO WITHDRAW FROM YOUR PURCHASE AGREEMENT AND RECEIVE A FULL REFUND OF ALL MONEYS PAID BY YOU. YOUR WITHDRAWAL WILL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON. TO ACCOMPLISH THIS WITHDRAWAL, YOU NEED ONLY SEND A LETTER OR TELEGRAM TO THE ISSUER (OR UNDERWRITER IF ONE IS LISTED ON THE FRONT PAGE OF THE PROSPECTUS) INDICATING YOUR INTENTION TO WITHDRAW. SUCH LETTER OR TELEGRAM SHOULD BE SENT AND POSTMARKED PRIOR TO THE END OF THE AFOREMENTIONED SECOND BUSINESS DAY. IF YOU ARE SENDING A LETTER, IT IS PRUDENT TO SEND IT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND ALSO EVIDENCE THE TIME WHEN IT WAS MAILED. SHOULD YOU MAKE THIS REQUEST ORALLY, YOU SHOULD ASK WRITTEN CONFIRMATION THAT YOUR REQUEST HAS BEEN RECEIVED. NO SALE OF THE SECURITIES WILL BE MADE TO RESIDENTS OF THE STATE OF PENNSYLVANIA WHO ARE NON-ACCREDITED INVESTORS IF THE AMOUNT OF SUCH INVESTMENT IN THE SECURITIES WOULD EXCEED TWENTY (20%) OF SUCH INVESTOR'S NET WORTH (EXCLUDING PRINCIPAL RESIDENCE, FURNISHINGS THEREIN AND PERSONAL AUTOMOBILES). EACH PENNSYLVANIA RESIDENT MUST AGREE NOT TO SELL THESE SECURITIES FOR A PERIOD OF TWELVE (12) MONTHS AFTER THE DATE OF PURCHASE, EXCEPT IN ACCORDANCE WITH WAIVERS ESTABLISHED BY RULE OR ORDER OF THE COMMISSION. THE SECURITIES HAVE BEEN ISSUED PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENT OF THE PENNSYLVANIA SECURITIES ACT OF 1972. NO SUBSEQUENT RESALE OR OTHER DISPOSITION OF THE SECURITIES MAY BE MADE WITHIN 12 MONTHS FOLLOWING THEIR INITIAL SALE IN THE ABSENCE OF AN EFFECTIVE

REGISTRATION, EXCEPT IN ACCORDANCE WITH WAIVERS ESTABLISHED BY RULE OR ORDER OF THE COMMISSION, AND THEREAFTER ONLY PURSUANT TO AN EFFECTIVE REGISTRATION OR EXEMPTION.

NOTICE TO RHODE ISLAND RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE DEPARTMENT OF BUSINESS REGULATION OF THE STATE OF RHODE ISLAND NOR HAS THE DIRECTOR PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO SOUTH CAROLINA RESIDENTS ONLY: THESE SECURITIES ARE BEING OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE SOUTH CAROLINA UNIFORM SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE SOUTH CAROLINA SECURITIES COMMISSIONER. THE COMMISSIONER DOES NOT RECOMMEND OR ENDORSE THE PURCHASE OF ANY SECURITIES, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO SOUTH DAKOTA RESIDENTS ONLY: THESE SECURITIES ARE BEING OFFERED FOR SALE IN THE STATE OF SOUTH DAKOTA PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SOUTH DAKOTA BLUE SKY LAW, CHAPTER 47-31, WITH THE DIRECTOR OF THE DIVISION OF SECURITIES OF THE DEPARTMENT OF COMMERCE AND REGULATION OF THE STATE OF SOUTH DAKOTA. THE EXEMPTION DOES NOT CONSTITUTE A FINDING THAT THIS MEMORANDUM IS TRUE, COMPLETE, AND NOT MISLEADING, NOR HAS THE DIRECTOR OF THE DIVISION OF SECURITIES PASSED IN ANY WAY UPON THE MERITS OF, RECOMMENDED, OR GIVEN APPROVAL TO THESE SECURITIES. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO TENNESSEE RESIDENT ONLY: IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD. EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO TEXAS RESIDENTS ONLY: THE SECURITIES OFFERED HEREUNDER HAVE NOT BEEN REGISTERED UNDER APPLICABLE TEXAS SECURITIES LAWS AND, THEREFORE, ANY PURCHASER THEREOF MUST BEAR THE ECONOMIC RISK OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME BECAUSE THE SECURITIES CANNOT BE RESOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER SUCH SECURITIES LAWS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. FURTHER, PURSUANT TO §109.13 UNDER THE TEXAS SECURITIES ACT, THE COMPANY IS REQUIRED TO APPRISE PROSPECTIVE INVESTORS OF THE FOLLOWING: A LEGEND SHALL BE PLACED, UPON ISSUANCE, ON CERTIFICATES REPRESENTING SECURITIES PURCHASED HEREUNDER, AND ANY PURCHASER HEREUNDER SHALL BE REQUIRED TO SIGN A WRITTEN AGREEMENT THAT HE WILL NOT SELL THE SUBJECT SECURITIES WITHOUT REGISTRATION UNDER APPLICABLE SECURITIES LAWS, OR EXEMPTIONS THEREFROM.

NOTICE TO UTAH RESIDENTS ONLY: THESE SECURITIES ARE BEING OFFERED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE UTAH SECURITIES ACT. THE SECURITIES CANNOT BE TRANSFERRED OR SOLD EXCEPT IN TRANSACTIONS WHICH ARE EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR IN A TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH THE ACT.

NOTICE TO VERMONT RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES DIVISION OF THE STATE OF VERMONT NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO VIRGINIA RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION UNDER SECTION 13.1-514 OF THE VIRGINIA SECURITIES ACT AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

NOTICE TO WASHINGTON RESIDENTS ONLY: THE ADMINISTRATOR OF SECURITIES HAS NOT REVIEWED THE OFFERING OR MEMORANDUM AND THE SECURITIES HAVE NOT BEEN REGISTERED IN RELIANCE UPON THE SECURITIES ACT OF WASHINGTON, CHAPTER 21.20 RCW, AND THEREFORE, CANNOT BE RESOLD UNLESS THEY ARE REGISTERED UNDER THE SECURITIES ACT OF WASHINGTON, CHAPTER 21.20 RCW, OR UNLESS AN EXEMPTION FROM REGISTRATION IS MADE AVAILABLE.

NOTICE TO WEST VIRGINIA RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY

ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 15.06(b)(9) OF THE WEST VIRGINIA SECURITIES LAW AND MAY NOT BE REOFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

NOTICE TO WISCONSIN RESIDENTS ONLY: IN ADDITION TO THE INVESTOR SUITABILITY STANDARDS THAT ARE OTHERWISE APPLICABLE, ANY INVESTOR WHO IS A WISCONSIN RESIDENT MUST HAVE A NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS AND AUTOMOBILES) IN EXCESS OF THREE AND ONE-THIRD (3 1/3) TIMES THE AGGREGATE AMOUNT INVESTED BY SUCH INVESTOR IN THE SECURITIES OFFERED HEREIN.

FOR WYOMING RESIDENTS ONLY: ALL WYOMING RESIDENTS WHO SUBSCRIBE TO PURCHASE SECURITIES OFFERED BY THE COMPANY MUST SATISFY MINIMUM FINANCIAL SUITABILITY REQUIREMENTS IN ORDER TO PURCHASE SECURITIES.

During the course of the Offering and prior to any sale, each offeree of the Securities and his or her professional advisor(s), if any, are invited to ask questions concerning the terms and conditions of the Offering and to obtain any additional information necessary to verify the accuracy of the information set forth herein. Such information will be provided to the extent the Company possess such information or can acquire it without unreasonable effort or expense.

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Attached to this Memorandum are the following Exhibits:

Exhibit A – Subscription Agreement

Exhibit B – Operating Agreement

Exhibit C – Management Agreement

CONFIDENTIALITY AND RELATED MATTERS

Each recipient hereof agrees by accepting this Memorandum that the information contained herein is of a confidential nature and that such recipient will treat such information in a strictly confidential manner and that such recipient will not, directly or indirectly, disclose or permit its affiliates or representatives to disclose, any information to any other person or entity, or reproduce such information, in whole or in part, without the prior written consent of the Company. Each recipient of this Memorandum further agrees to use the information solely for the purpose of analyzing the desirability of an investment in the Company to such recipient and for no other purpose whatsoever.

NOTICE REGARDING FORWARD-LOOKING STATEMENTS

Certain of the statements set forth in this Memorandum and the Exhibits attached hereto constitute "Forward Looking Statements." Forward-looking statements include, without limitation, any statement that may predict, forecast, indicate, or imply future results, performance or achievements, and may contain the words "estimate," "project," "intend," "forecast," "anticipate," "plan," "planning," "expect," "believe," "will likely," "should," "could," "would," "may" or words or expressions of similar meaning. All such forward-looking statements involve risks and uncertainties, including, but not limited to, those risks described herein. Therefore, prospective Investors are cautioned that there also can be no assurance that the forward-looking statements included in this Memorandum will prove to be accurate. In light of the significant uncertainties inherent to the forward-looking statements included herein, the inclusion of such information should not be regarded as a representation or warranty by the Company or any other person that the objectives and plans of the Company will be achieved in any specified time frame, if at all. Except to the extent required by applicable laws or rules, the Company does not undertake any obligation to update any forward-looking statements or to announce revisions to any of the forward-looking statements.

ADDITIONAL INFORMATION

Representatives of the Company are available at our principal office at:

1400 Preston Road, Fourth Floor
Plano, TX 75093

to discuss and answer questions concerning this Memorandum and the terms and conditions of this offering and to provide any additional information which the Company possesses or can acquire without unreasonable effort or expense that is necessary to verify the accuracy of the information set forth herein and in the Exhibits hereto.

SUMMARY

The following summary is qualified in its entirety by the detailed information appearing elsewhere in this Memorandum. Although the Memorandum may provide potential Investors with some references to subject headings, the information appearing under those headings is not necessarily a complete or exclusive discussion or description of that subject. References in this Memorandum to the "Company,""we," "us" and "our" are to Wealth Accumulation Resources LLC.

An investment in the Securities offered hereby involves a high degree of risk. Prospective Investors are urged to read this Memorandum carefully in its entirety including the section entitled "Risk Factors," and the exhibits attached hereto.

Company/Offeror:	Wealth Accumulation Resources LLC, a Texas limited liability company formed on November 13, 2014.
Company Business:	The Company was formed for the purpose of acquiring, holding and managing Workman's Compensation Medical Liens. When a person is injured on their job and receives services from a medical provider (e.g., a doctor, pharmacy, etc.), that medical provider is paid by the state workman's compensation system. However, this system is very slow to complete payments, often taking over three years to pay the applicable medical provider. The Company pays the applicable medical provider, and the medical provider assigns the right to receive that payment to the Company. The medical provider is granted a lien on the medical provider's right to payment under the patient's insurance policy or, in the case of a work related injury, pursuant to his or her employer's worker's compensation insurance, and the Company has the benefit of this lien accordingly.
Management/Fees:	Our business and operations will be managed by our managing member, Accumulated Wealth Managers, LLC (the "Manager"), a Texas limited liability company formed on March 25, 2015. The Manager owns 100 Class A Units of the Company (the "Class A Units"), which represent 100% of the outstanding Units before the Offering. The Class A Units are the only voting Units of the Company. The Company is operated pursuant to a limited liability company agreement, which is attached hereto as Exhibit B (the "Operating Agreement").

	In addition to its ownership of the Class A Units, we have agreed to pay the Manager to serve as our management company and perform our day-to-day operations. The specific terms of our arrangement with the Manager are as set forth in the Management Agreement between the Company and the Manager, which terms include compensation based on the net profit of the Company. Net profit is calculated as net revenue from the collection of Workman's Compensation Medical Liens less: (i) all expenses and (ii) the reserve necessary to satisfy our dividend obligations, for one year, for each of the Class B and Class C Units. The Management Agreement is attached as Exhibit C hereto.
Certain Arrangements:	We have entered into an arrangement with Comprehensive Medical Strategies, LLC ("Comprehensive") pursuant to which Comprehensive shall collect, on our behalf, the receivables in connection with the Workman's Compensation Medical Liens in exchange for 20% of the amount collected and delivered to us. From the funds we collect from the Workman's Compensation Medical Liens, we shall maintain in reserve an amount necessary to satisfy our dividend obligations, for one year, for each of the Class B and Class C Units.
The Offering:	We are offering (the "Offering") on a best-efforts basis up to 300 units of limited liability company membership interests comprised of: (i) 150 Class B Units at a price per unit of $100,000 (each, a "Class B Unit") and (ii) 150 Class C Units at a price per unit of $100,000 (each, a "Class C Unit"). The collective offering amount is $30,000,000. The Class B and Class C Units may be collectively referred to as the "Units".
Description of Units:	• Class A Units. The Class A Units are the only Units with voting rights and are owned by the Manager. The Class A Units have distribution and liquidation rights only after the holders of the Class B and C Units have received their distributions as described herein. No Class A Units are being offered in this Offering. • Class B Units. The Class B Units: (i) are non-voting, (ii) have a 7.0% annual accrued dividend payable monthly, in arrears, and (iii) are subject to mandatory redemption by the Company, on the 4 year anniversary of issuance, at cost plus accrued unpaid dividends; subject to, however,

	the Unit holder's right to opt-out of the mandatory redemption and extend the terms of the Class B Units for an additional 4 years on its original terms. • Class C Units. The Class C Units: (i) are non-voting, (ii) have a 7.5% annual accrued dividend payable monthly, in arrears, and (iii) are subject to mandatory redemption by the Company, on the 5 year anniversary of issuance, at cost plus accrued unpaid dividends; subject to, however, the Unit holder's right to opt-out of the mandatory redemption and extend the terms of the Class C Units for an additional 5 years on its original terms.
Offering Price:	$100,000 per Unit
Maximum Offering:	$30,000,000 (300 Units)
Minimum Offering:	No Minimum
Offerees/Investors:	The Units will be offered to individuals or entities (the "Investors") who qualify as "accredited investors" as defined in Rule 501 of Regulation D ("Regulation D") promulgated under the Securities Act of 1933, as amended (the "Securities Act"). Nevertheless, after the closing of the Offering and anytime thereafter, we shall be limited to no more than 100 Investors such that we comply with the section 3(c)(1) exemption of the Investment Company Act of 1940. Recently adopted Rule 506(c) requires that we undertake reasonable methods to independently verify that an Investor is "accredited". Such methods include, without limitation, (i) review of an Investor's income tax returns and filings along with a written representation that the person reasonably expects to reach the level necessary to qualify as an accredited investor during the current year, (ii) review of one or more of the following, dated within three months, together with a written representation that all liabilities necessary to determine net worth have been disclosed. For assets: bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments and appraiser reports issued by third parties and for liabilities, credit report from a nationwide agency, (iii) obtaining a written confirmation from a registered broker-dealer, an SEC

	registered investment advisor, a licensed attorney, or a CPA that such person or entity has taken reasonable steps to verify that the purchaser is an accredited investor within the prior three months.
Securities Exemption:	The offer, offer for sale, and sale of the Units is intended to be exempt from the registration requirements of the Securities Act pursuant to Regulation D, Rule 506 and Rule 506(c) promulgated thereunder and is intended to be exempt from the registration requirements of applicable state securities laws as a federally covered security. Furthermore, under Rule 506(c), issuers can offer securities through means of general solicitation, provided that: (i) all purchasers in the offering are accredited investors, (ii) the issuer takes reasonable steps to verify their accredited investor status, and (iii) certain other conditions in Regulation D are satisfied.
Not an Investment Company:	We shall not sell securities to Investors such that we would violate the exemption from registration as an Investment Company under the Investment Company Act of 1940. Section 3(c)(1) of the Investment Company Act excludes from being an investment company any issuer whose outstanding securities are beneficially owned by not more than 100 persons and that is not making and does not presently propose to make a public offering of its securities. The benefit of Section 3(c)(1) is that there is no additional status requirement for the Investor, such as net worth, total assets, or total investments owned beyond the "accredited investor" standard.
Minimum Investment/subscription per Investor:	The minimum investment/subscription for any single Investor is 1 Unit ($100,000), although we reserve the right to accept subscriptions for fractional Units. We also reserve the right to accept or reject any subscription, in whole or in part, and any subscription that is not accepted will be returned without interest. You may not revoke a subscription tendered to purchase any Units.
No Minimum/No Escrow	No minimum must be raised in this Offering before we can access the subscription proceeds. Subscription proceeds will be promptly deposited in our operating bank account for immediate use in connection with our operations.

Offering Period	The Offering of Units will terminate upon the earlier of: (a) the sale of all of the Units, or (b) the termination date which shall be twelve months from the date of this Memorandum, unless otherwise extended by the Company, which we may do in our sole discretion.
Distribution of Units	We intend to offer the Units for sale directly to Investors privately pursuant to Regulation D as promulgated by the Securities and Exchange Commission (the "SEC") under the Securities Act. Subscribers shall execute subscription documents provided with this Memorandum in which they represent that the purchase of the Units is being made for investment purposes with no intent to resell.
Commissions:	We may utilize the services of broker-dealers who are member firms of the Financial Industry Regulatory Authority ("FINRA"). Sales of Units by such broker-dealers will be subject to the payment of commissions to be negotiated. We expect that these commissions payable to broker-dealers will be 5% of amounts raised with an agreed-upon monthly bonus for large amounts. We expect to pay 1% and 1.5% per year to registered investment advisors, payable for the term of the investment and based on the size of contribution. We may also pay 2% for finder's fees for non-licensed individuals.
Use of Proceeds	We intend to use the proceeds from this Offering for: (i) the purchase of Workman's Compensation Medical Liens, (ii) the establishment of reserves for our obligations to our Unit holders, (iii) professional expenses, (iv) working capital and (v) general corporate purposes. See "Use of Proceeds" on page 32.
Securities Outstanding before the Offering	100 Class A Units owned by our Manager.
Securities Outstanding after the Offering	Up to 400 Units (assuming the sale in this Offering of all 300 Units); comprised of 150 Units each of Class B and Class C Units.
Restrictions on Transfer	The Units will be restricted as to transferability under state and federal laws regulating securities. The offer of the Units has not been registered under the Securities Act, or any other similar state statutes, in reliance upon exemptions from the registration

	requirements contained therein. Accordingly, the Units will be "restricted securities" as defined in Rule 144 of the Securities Act. As "restricted securities," an Investor must hold them indefinitely and may not dispose or otherwise sell them without registration under the Securities Act and any applicable state securities laws unless exemptions from registrations are available. Moreover, in the event an Investor desires to sell or otherwise dispose of any of the Units, the Investor will be required to furnish us with an opinion of counsel acceptable to us that the transfer would not violate the registration requirements of the Securities Act or applicable state securities laws. The Units are further restricted as to transferability pursuant to our Operating Agreement, as described throughout in this Memorandum. An Investor shall sign the Subscription Agreement in the form attached as Exhibit A, under which the Investor will agree to be bound, as a Member, by the terms of the Operating Agreement. Any certificate or other document evidencing the Units will be imprinted with a conspicuous legend stating that the securities have not been registered under the Securities Act and state securities laws, and referring to the restrictions on transferability and sale of the securities. In addition, our records concerning the securities will include "stop transfer notations" with respect to such Units.
Subscription Procedures	To subscribe for the Units offered hereby, prospective Investors are to deliver to Nomicron Business Trust (which is acting as our agent to collect Subscription Agreement and subscription payments): (i) one completed and duly executed Subscription Agreement and (ii) a check or wire in the amount of the Offering Price for each Unit, pursuant to the instructions, and to the addresses as set forth, in the Subscription Agreement. Unless otherwise waived by us, subscriptions for less than $100,000 will not be accepted. Prospective Investors should contact us for instructions on wiring subscription funds. We have the right, in our sole discretion, to accept or reject any subscription. Once accepted, an Investor will be a member of the Company ("Member"). See "Subscription Procedures" on page 33.
Risk Factors	See "Risk Factors" beginning on page 8 and the other information in this Memorandum for a discussion of the factors that you should carefully consider before deciding to invest in the Units.

RISK FACTORS

AN INVESTMENT IN THE COMPANY INVOLVES SIGNIFICANT RISK AND IS SUITABLE ONLY FOR PERSONS WHO ARE CAPABLE OF BEARING THE RISKS, INCLUDING THE RISK OF LOSS OF A SUBSTANTIAL PART OR ALL OF THEIR INVESTMENT. CAREFUL CONSIDERATION OF THE FOLLOWING RISK FACTORS, AS WELL AS OTHER INFORMATION IN THIS MEMORANDUM, IS ADVISABLE PRIOR TO INVESTING. PROSPECTIVE INVESTORS SHOULD READ ALL SECTIONS OF THIS MEMORANDUM, AND ARE STRONGLY URGED AND EXPECTED TO CONSULT THEIR OWN LEGAL AND FINANCIAL ADVISERS BEFORE INVESTING IN THE UNITS.

Because we have a limited operating history, we may not be able to successfully manage our business or achieve profitability. We were recently formed in November 2014 and as a result, we have a limited operating history upon which a potential Investor can evaluate our ability to achieve our business objective. The likelihood of our success must be considered in light of the expenses, complications and delays frequently encountered in connection with the establishment and expansion of new business and the competitive environment in which we will operate. We have little market penetration or successes to date, and may never reach profitability. No additional relevant operating history exists upon which an evaluation of our performance can be made. Our performance must be considered in light of the risks, expenses and difficulties frequently encountered in establishing new businesses and markets in our highly competitive industry. If we cannot successfully manage our business, we may not be able to generate future profits and may not be able to support our operations.

Nevertheless, in order to mitigate the effects of our inexperience and increase our possibility of success, we have entered into an arrangement with an experienced collection company, Comprehensive, pursuant to which Comprehensive shall collect, on our behalf, the receivables in connection with the Workman's Compensation Medical Liens in exchange for 20% of the amount collected and delivered to us.

Significant Capital Requirements; Offering Proceeds; Possible Additional Financing. Our capital requirements will be significant. We are dependent on the proceeds of this Offering in order to fund our operations. In the event that our plans change, our assumptions change or prove to be inaccurate or if the proceeds of this Offering otherwise prove to be insufficient to fund operations because of unanticipated expenses or difficulties or otherwise, we may be required to seek additional financing or may be required to curtail our plans. Such financing may include the issuance of additional and newly-created Units and the incurrence of debt financing. There can be no assurance that any additional financing will be available to us on acceptable terms or at all. Any additional equity financing will dilute the interests of our then existing Members.

We may have difficulty managing growth in our business. Because of our small size, growth in accordance with our business plans, if achieved, will place a significant strain on our financial, technical, operational and management resources. As we expand our activities, there will be additional demands on our financial, technical and management resources. The failure to continue to upgrade our technical, administrative, operating and financial control systems or the occurrence of unexpected expansion difficulties, including the recruitment and retention of

experienced personnel, talent and consultants, could have a material adverse effect on our business, financial condition and results of operations and our ability to timely execute our business plan.

We *may not be able to obtain adequate financing to continue our operations.* Failure to generate operating cash flow or to obtain additional financing could result in substantial dilution of our property interests, or delay or cause indefinite postponement of further expansion. We will require significant additional capital to fund our future activities. Our failure to find the financial resources necessary to fund our planned activities and service any debt and other obligations could adversely affect our business.

Future Legislative Restrictions. One or more states could adopt legislation that would change the amounts collectible under claims for reimbursement for medical services. If such legislation were to be adopted retroactively for existing Workman's Compensation Medical Liens (i.e., so as to be applicable to Workman's Compensation Medical Liens then in force), we might be unable to collect some or all of the amounts due under the Workman's Compensation Medical Liens.

Credit Risk of Insurance Companies. We will, in effect, assume the credit risk associated with claims payable under insurance policies issued by various insurance companies. The failure or bankruptcy of any such company could have a material adverse impact on our ability to collect the amounts otherwise due under a Workman's Compensation Medical Lien. An insurance company's business tends to track general economic and market conditions that are beyond its control, including extended economic recessions, interest rate changes, the subprime lending market crisis or changes in investor perceptions regarding the strength of insurers and financial companies generally and the policies or products they offer. Adverse economic factors and volatility in the financial markets may have a material adverse effect on insurance companies' ability to pay on policies. To mitigate this risk, the Workman's Compensation Medical Liens will be purchased with respect to claims against multiple different insurance companies, creating diversification as to the counter parties.

Other Credit Risks associated with Workers' Compensation Medical Receivables. One of the many risks associated with workman's compensation medical receivables is the credit risk associated with the insurance company that is liable for the payment of each claim. This risk is mitigated by a "diversification" strategy as well as legislative statute. Each portfolio contains a large number of separate insurance companies responsible for the payment of the medical receivables in acquired portfolios. In addition, there are state mandated programs that are required by statute for each insurance company that provides workman's compensation insurance in each state which mitigate the effect of any insurance company insolvency. For example, the State of California has mandated by law that each insurance company that issues worker's compensation insurance within the State of California is subject to the rules and regulations issued by the California Insurance Guarantee Association. Other states have similar guarantee associations. Furthermore, we expect to require the insurance companies with which we do business to set-aside in reserve no less than 1.5% of their profits toward the payment of claims.

There are overall transaction risks, and the future performance of this investment is not known at this time or at the time when the Investor makes an investment. Despite our best efforts in the design and implementation of an investment program, there can be no assurance that the transactions contemplated in this Memorandum will perform as anticipated. It is a desirable goal to minimize, to the extent reasonably possible, risks relating to investments in or with respect to Workman's Compensation Medical Liens with the understanding that is not possible to determine in advance either the exact time that an insurance Workman's Compensation Medical Lien or the profit, loss or return on an investment in such Workman's Compensation Medical Lien. In addition, no assurance can be given that any Workman's Compensation Medical Lien will perform in accordance with projections, and any such Workman's Compensation Medical Lien may decline in value. Consequently, there is no assurance that we will realize a positive return on investment and these types of investments are subject to considerable risks and not suitable for all Investors.

We rely on information provided to us from third parties in making investment decisions. Our decision to pursue the purchase of Workman's Compensation Medical Liens will be based on information received from third parties, such as medical providers, underwriters, brokers or agents, trustees and other third parties. Although we conduct a certain level of due diligence for each purchase of Workman's Compensation Medical Liens, our due diligence review cannot detect all types of misrepresentations by third parties on whose information we rely when making our investment decision. If any such third party makes a misrepresentation to us, or the information provided by such third party proves to be inaccurate, or if the seller or their representative made an error or a misrepresentation in the information provided, we may make an investment decision based on faulty information, which may lead us to pursue a purchase of a Workman's Compensation Medical Lien that is not within our standard purchase criteria. If such a mistake or misrepresentation leads us to pursue a higher-risk policy than our criteria, we may suffer an increased risk of failure, a smaller than anticipated return or a partial or full loss of the investment.

Various factors could affect the accuracy of our financial projections. Our business is subject to considerable risks and dependent upon factors beyond our control. Specifically, the collection and economic assumptions which will be used to develop the model with respect to the Workman's Compensation Medical Liens could be flawed. Similarly, assumptions regarding the potential market for the Workman's Compensation Medical Liens in the event we need to sell them could be erroneous.

The resignation or termination of service providers could result in delays in collecting on or disposing of Workman's Compensation Medical Liens. In the event certain service providers were to resign or be terminated, we would not have the benefit of their involvement to service the Workman's Compensation Medical Liens and advise on the management thereof, including advice on disposing of any Workman's Compensation Medical Lien during the duration of this transaction until their successors are appointed. Any replacement would need to have substantial experience and skills related to the investment in Workman's Compensation Medical Liens, fund management and/or financial transactions.

Depending on the amount sold in the offering, there may be a lack of investment diversification. The size of the pool of Workman's Compensation Medical Liens to be acquired

will depend on the amount raised in this offering. To the extent we are unable to raise substantial funds in this offering there will be a limited pool size, which would limit the diversification as to the number of insurance companies that make payments on the Workman's Compensation Medical Liens.

There are many variables involved in purchasing Workman's Compensation Medical Liens. Workman's Compensation Medical Liens have many variables, including the type of treatment provided, the amount due pursuant to such lien, and the expected time to collect on such lien. As each Workman's Compensation Medical Lien is evaluated individually, the projected value of each Workman's Compensation Medical Lien may be inaccurate and subject to uncontrollable variables. A projection of the overall yield for the entire pool of Workman's Compensation Medical Liens may not be accurate. In addition, the proceeds of the Workman's Compensation Medical Liens and return on investment may be realized over a longer period of time than projected and estimated future expenses associated with maintaining the Workman's Compensation Medical Liens may exceed original projections.

There are certain risks involving the solvency of the Issuing Insurance Companies. There is a counterparty risk in respect of each issuing insurance company's solvency and ability or willingness to pay during the period a Workman's Compensation Medical Lien claim is being processed. There is no guarantee that the issuing insurance companies will meet their obligations to make payment upon claim or will not challenge the validity of one or more Workman's Compensation Medical Liens.

The secondary market for Workman's Compensation Medical Liens is immature and inefficient. The secondary market for Workman's Compensation Medical Liens is still relatively immature compared to other more common and more established asset classes. Therefore, we may be limited in our ability to liquidate assets

The Workman's Compensation Medical Lien business involves the risk of fraud or misrepresentation by insured or other actions taken by the insured. Although we conduct certain diligence in advance of buying a Workman's Compensation Medical Lien, there is a risk that the seller will be defrauded. Among other types of fraud that may exist, an insured may misrepresent the injury incurred or how such injury occurred. Also, the medical provider may fraudulently categorize the treatment to collect a larger payment under the insurance policy of the patient or his or her employer. If we are subject to such fraud, our operating results may be adversely affected. Further, there is a risk that the issuing insurance company will contest the Workman's Compensation Medical Liens held by us. Each of the foregoing factors may in turn, directly affect the amount and timing of proceeds received by us from Workman's Compensation Medical Liens.

We may be subject to other state and federal laws. In addition to compliance with state and federal insurance, Workman's Compensation Medical Lien, securities laws and privacy laws, we may be required to comply with other laws applicable to the particular transaction, such as laws prohibiting the rebate of premiums, disclosure of fee sharing and other fee arrangements, consumer credit, truth in lending and equal credit opportunity laws.

Transferability of Interests. Investors should expect to bear the economic risk of their investment in us for an indefinite period of time. Units may be sold, assigned, exchanged or otherwise transferred only in compliance with the terms of the Operating Agreement, a copy of which is set forth in Exhibit B. An Investor may not transfer his Units without meeting certain conditions. There will be no secondary market for the Units. Furthermore, Units may not be readily accepted as collateral for a loan. An Investor must sign the Subscript Agreement in the form attached as Exhibit A, under which the Investor will agree to be bound, as a Member, by the terms of the Operating Agreement.

Compliance with Securities Laws. The Units have not been registered under the Securities Act or the securities laws of any state in reliance on exemptions from registration which are provided in such laws. There is no assurance that the Company or the Units presently qualify or will continue to qualify under such exemptions because of, among other things, failure to satisfy all conditions to the availability of such exemptions, the adequacy of disclosure, the manner in which the Units are offered or sold or the retroactive change or interpretation of any securities laws. If and to the extent suits for rescission were brought against us and successfully concluded for failure to register this Offering or for acts or omission constituting certain prohibited practices under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), our capital and assets could be adversely affected, thus jeopardizing our ability to operate successfully.

Suitability Requirements. Units are being offered hereby only to persons who meet certain suitability requirements set forth herein. The fact that a prospective Investor meets the suitability requirements established by us for this Offering does not necessarily mean that an investment in us is a suitable investment for that Investor. Each prospective Investor should consult with his own professional advisers before investing in us. See "Who May Invest" on page 30.

Determination of Offering Price. The Offering price of the Units has been arbitrarily determined by us. No assurance can be given that a Unit, if transferable, could be sold for the Offering price or for any amount.

If we are unable to retain key executives and other personnel or recruit additional executives and personnel, we may not be able to execute our forecasted business strategy and our growth may be hindered. Our success largely depends on the performance of our management team and our ability to continue to recruit qualified senior executives and other key personnel. Our future operations could be harmed if any of our senior executives or other key personnel ceased working for us. Competition for senior management personnel is intense and there can be no assurance that we will be able to retain our personnel or attract additional qualified personnel. The loss of a member of senior management may require the remaining executive officers to divert immediate and substantial attention to fulfilling his or her duties and to seeking a replacement. We may not be able to continue to attract or retain such personnel in the future. Any inability to fill vacancies in our senior executive positions on a timely basis could harm our ability to implement our business strategy, which would harm our business and results of operations.

If we are deemed to be an investment company under the Investment Company Act, we may be required to institute burdensome compliance requirements and our activities may be restricted. If we are deemed to be an investment company under the Investment Company Act, our activities may be restricted, including (i) restrictions on the nature of our investments; and (ii) restrictions on the issuance of securities, each of which may make it difficult for us to complete a business combination. In addition, we may have imposed upon us burdensome requirements, including (i) registration as an investment company; (ii) adoption of a specific form of corporate structure; and (iii) reporting, record keeping, voting, proxy and disclosure requirements and other rules and regulations. We do not believe that our anticipated principal activities will subject us to the Investment Company Act. If we were deemed to be subject to the Investment Company Act, compliance with these additional regulatory burdens would require additional expenses for which we have not allotted funds and may hinder our ability to consummate a business Combination.

Information in this Memorandum regarding our operations and expansion reflects our current intent and is subject to change. Investors should understand that our plans regarding our operations and expansion thereof are subject to change. We describe our current expansion plans in this Memorandum; whether we ultimately undertake our expansion plans will depend on the following factors, among others:

- The availability and cost of capital;
- Current and future prices for our services;
- The costs and availability of equipment, supplies and personnel necessary to conduct these operations;
- Changes in the estimates of the costs to expand; and
- Decisions of operators and joint venture partners.

The offering price of our Units bears no relationship to our assets, book value, net worth or other economic or recognized criteria of value. We arbitrarily determined the offering price of our Units. In no event should the offering price be regarded as an indicator of any future market price of our securities. In determining the offering price, we considered such factors as the prospects for our products, our management's previous experience, our historical and anticipated results of operations and our present financial resources.

We may use the proceeds of this offering to pay for our expenses even if our operations are terminated and this means you may lose your entire investment. Any funds raised in this offering may be used immediately for our incurred expenses, even if we are later unable to complete our business plan. If this occurs, you may not receive your entire investment back because either we have used it to pay for offering costs or we have decided to liquidate and, under the terms of our Operating Agreement, we are required to pay for other debts and liabilities of the company. You may lose your entire investment.

We have placed significant restrictions on transferability of the Units, limiting an Investor's ability to withdraw from the company. The Units are subject to substantial transfer restrictions pursuant to our Operating Agreement and tax and securities laws. Our Operating Agreement provides Units may not be transferred except by operation of law, under limited circumstances set forth in our Operating Agreement or with our consent. This means that you

will not be able to easily liquidate your investment and you may have to assume the risks of investments in us for an indefinite period of time.

Because our Managers will make all management decisions, you should only purchase the Units if you are comfortable entrusting our Managers to make all decisions that will be financed with the proceeds of this Offering. Except as otherwise set forth in our Operating Agreement, our Managers will have the sole right to make all decisions with respect to our management. Investors will not have an opportunity to evaluate the specific operations that will be financed with the proceeds of this Offering or with future operating income. You should not purchase Units unless you are willing to entrust all aspects of our management to our Managers.

Investors are not to construe this memorandum as constituting legal or tax advice. Before making any decision to invest in us, Investors should read this entire prospectus, including all of its exhibits, and consult with their own investment, legal, tax and other professional advisors.

An Investor should be aware that we will assert that the Investor consented to the risks and the conflicts of interest described or inherent in this memorandum if the Investor brings a claim against us or any of our directors, officers, managers, employees, advisors, agents, or representatives.

BUSINESS

Overview.

We were formed as a Texas limited liability company on November 13, 2014. We are a start-up company formed for the purpose of acquiring, holding and managing Workman's Compensation Medical Liens. A Workman's Compensation Medical Lien is a contract whereby a medical provider, such as a doctor or a pharmacy, agrees to withhold the collection on medical bills owed by the patient in exchange for an assignment, or transfer, by the patient to the medical provider of the medical provider's claim for compensation for those medical expenses under his or her insurance policy. The medical provider is granted a lien on the medical provider's right to payment under his or her insurance policy or, in the case of a work related injury, pursuant to his or her employer's worker's compensation insurance.

Our internet website address is www.wealthaccumulationresources.com.

Workman's Compensation Medical Liens and Workers Compensation Insurance.

Workman's Compensation Medical Liens are a statutory right, given by the state, granting a physician, pharmacy or other medical service provider the right to perfect a claim against the payment from a US insurance company prior to any disbursement to the patient. This is an irrevocable right so once the lien is filed, the lien holder is in a senior security position to receive payment from the insurance company.

Many US employers are required by law to carry workers' compensation insurance ("Workers Comp") to protect workers' right to compensation for work related injuries. In most cases, the patient (worker) often receives treatment from a doctor without making any payment at the time of treatment. In lieu of payment from the patient at time of treatment, doctors will accept an assignment of the patient's right to reimbursement under his or her employer's Workers Comp insurance for the cost of treatment. The medical provider will not charge their patient during treatment but instead wait and receive payment under the Workers Comp insurance.

The Market for Workman's Compensation Medical Liens.

The purchase and sale of Workman's Compensation Medical Liens is a large industry in the United States. The significance of the healthcare finance market is simply a response to a demand from doctors, pharmacies and other medical providers. Many of them find that collecting payments from the insurance companies is a lengthy and time consuming process - sometimes as long as twenty-four months. Medical providers are experts in treating people for illnesses, not to manage insurance claims. For example, most doctors' offices are not set up to absorb the costs of managing the collection of multiple insurance claims. Further, as any other businesses, the medical providers need certain cash flows to survive. Therefore, many medical providers choose to sell the liens to a Workman's Compensation Medical Lien finance company, such as the Company.

Acquisition Strategy and Process.

We will purchase the medical provider's right to payment from the insurance companies, of the Workman's Compensation Medical Liens. We will pay a discounted price for each Workman's Compensation Medical Lien and take over the collection process from the date of purchase. Ultimately, we expect to collect a significantly larger amount from the insurance companies than the amount that we paid to the medical provider.

We purchase only Workman's Compensation Medical Liens that are strictly regulated by law. All cases (Workman's Compensation Medical Liens) purchased by us are verified on state Workers Comp websites for existence, validity, senior security position and fees. These fee schedules dictate the amount that the insurance company is mandated to pay pursuant to state law. Also, the existence of each Workman's Compensation Medical Lien can be verified on these websites. A specific lien can be viewed and the treatment can also be verified.

In addition, we will verify that no third party has secured the purchase of the Workman's Compensation Medical Liens prior to our purchase thereof by ensuring that no UCC-1 statement exists that creates a perfected pre-existing lien. At closing of the purchase of the Workman's Compensation Medical Liens, we will file our own UCC-1 statement against the medical provider who sold us the claim. A significant part of our due diligence is conducted through our review of these official, state-run public websites.

To ensure timely payment of the Workman's Compensation Medical Liens, we purchase Workman's Compensation Medical Liens within states that have favorable legislation for providers and workers. California and Illinois are good examples.

Relationships are very important in this business, which is something that we understand very well. We establish long term, successful relationships with established workman's compensation medical providers that have significant amounts of collectable Workman's Compensation Medical Liens. Our strong relationships allow us to contractually require the medical providers to guarantee payment of the Workman's Compensation Medical Liens that we purchase from them.

Each acquisition will be subject to its specific terms, in general, the purchase agreement will identify the claims to be acquired and include certain representations and warranties to be agreed to by the seller and us, as purchaser. Most of these are the typical representations and warranties agreed to in any contract for the sale of assets, including a representation of good standing and authority, compliance with laws, and the absence of any violations or proceedings affecting the condition of the assets. In regards to claims particularly, the seller will represent and warrant to us that, to the seller's knowledge, (i) the provider is the sole owner and beneficiary of each claim listed in Exhibit A in the purchase contract and (ii) is free and clear of all claims and encumbrances of any kind whatsoever; and (iii) the agreements between the patients and Provider regarding patients' claims, if any, are secured by "Letters of Protection,", "Assignments of Interest" or claims from the patients which have been duly acknowledged by the patients' attorneys. The remaining terms of the purchase agreement regarding confidentiality, termination and assignment will conform generally to the terms found in asset purchase agreements. Once the purchase agreement has been executed by both parties, we will transfer the purchase price to the seller pursuant to the purchase contract.

Due Diligence Process.

Our review of claims for potential acquisitions involve four distinct focus areas: (1) verify the existence, amount, and status of each claim; (2) portfolio review; (3); perfecting security interest of claims and (4) verifying the billing and collection status of each claim to determine the cash flow of portfolio.

1. Verification of Claim. For purposes of verifying the existence, amount and status of a claim, we will employ the following informational data systems:

- Electronic Adjudication Management System (EAMS)
- Electronic Data Exchange System (EDEX)
- P2P link
- Division of Worker's Compensation Official Medical Fee Schedule (OMFS)

EAMS website, which is administrated by the state and open to the public, is used by us to confirm the validity of each claim prior to acquisition. Once we have verified the existence of each claim, we can verify the status of the claim on EDEX which is also administrated by the state. If there is no issue with the claim, it will be filed on the P2P link website. SB863 mandates that all Insurance Companies that insure Worker's Compensation must accept electronic billing. P2P link offers the provider the service of electronic (communication) (i.e. electronic bill

submission of claim and payment status of claim). It makes it easy for the provider, in this case the Company, to verify the existence and the status of claim bill.

The fee amounts are published by the state in a fee schedule called OMFS which is the state's Division of Worker's Compensation Official Fee Schedule. The fee of the claim has been determined pursuant to law and stipulates the amount that is recoverable by the medical provider under the medical claim. The Company verifies the amount of claims by comparing the amount of the claims to the OMFS.

2. Verifying Portfolio Diversification. We will make sure that the size of the portfolio to be acquired is diversified. We receive, for each transaction, from the medical provider an MS Excel Worksheet with all potential claims to be acquired and will make sure that the portfolio is diversified; insurance companies are not all the same and the amount of claims per patient are not too high in relation to the size of the portfolio.

3. Perfecting Security Interest of Claim. Immediately after purchasing a medical claim, we will file a UCC-1 Statement with the governing state to perfect our right to this payment against any claim by the medical provider's other creditors. In addition, we will execute a comprehensive purchase agreement with each medical provider for the purchase of claims.

4. Verify Billing and Collection. We will verify billing and collection activity through electronic billing software. Once a month, we will review each claim's billing and collecting process to ensure that each claim's bill is active and is collectable. We will review the following information:

- Total amount collected
- Total amount outstanding
- Total number of claims collected
- Total number of claims outstanding
- Billing status of each claim

We will verify the total amount collected, provided in the monthly review, with the bank account where all the collections are transferred to, to make sure there is no discrepancy. We will review the billing status of claim to certify (i) the billing is being processed in a timely manner; (ii) the claim's bill is active (getting closer to be collected); and (iii) the claim is not uncollectable.

General Administration of the Workman's Compensation Medical Liens.

We will administer and oversee the Workman's Compensation Medical Lien acquisition and maintenance, facilitate the sale of Workman's Compensation Medical Liens, establish sufficient reserves and determine the time to terminate and/or sell Workman's Compensation Medical Liens, if any. We shall maintain physical possession of all pertinent documentation concerning each Workman's Compensation Medical Lien, including: (i) copies of the

documentation pertaining to the purchase of Workman's Compensation Medical Liens; (ii) copies of all correspondence received or sent by us to the issuing company or delivered to it by or on our behalf; and (iii) all other instruments and documents generated by or coming into our possession that relate to the Workman's Compensation Medical Liens.

Collection of Workman's Compensation Medical Liens.

We have entered into an arrangement with Comprehensive Medical Strategies, LLC pursuant to which Comprehensive shall collect, on our behalf, the receivables in connection with the Workman's Compensation Medical Liens in exchange for 20% of the amount collected and delivered to us.

Reservation of Cash Receipts for Dividends.

From the funds we collect from the Workman's Compensation Medical Liens, we shall maintain in reserve an amount necessary to satisfy our dividend obligations, for one year, for each of the Class B and Class C Units.

Certain Regulatory Matters.

Investment Company Act of 1940. We anticipate that we will be exempt from the provisions of the Investment Company Act.

Anti-Money Laundering Requirements. In response to increased regulatory concerns with respect to the sources of funds used in investments and other activities, we will request prospective Investors to provide additional documentation verifying, among other things, such prospective Investor's identity and source of funds used to purchase the Units. We may decline to accept a subscription if this information is not provided or based on such information that is provided. We may make requests for additional documentation at any time. We may be required to provide this information, or report the failure to comply with such requests, to governmental authorities, in certain circumstances without notifying the prospective Investors that the information has been provided. We will take such steps as we determine may be necessary to comply with applicable law, regulations, orders, directives or special measures that may be required by government regulators. Governmental authorities are continuing to consider appropriate measures to implement anti-money laundering laws, and at this point it is unclear what steps we may be required to take; however, these steps may include prohibiting such prospective Investors from making further investments in the Units, depositing distributions to which such prospective Investors would otherwise be entitled into an escrow account, and/or causing the withdrawal of such prospective Investors from the Offering.

The PATRIOT and Related Acts. Units may not be offered, sold, transferred or delivered, directly or indirectly, to any "Unacceptable Investor". An Unacceptable Investor means any person who is a: (a) person or entity who is a "designated national", "specially designated national", "specially designated terrorist", "specially designated global terrorist", "foreign terrorist organization" or "blocked person" within the definitions set forth in the Regulations of the United States Treasury Department; (b) person acting on behalf of, or an entity owned or controlled by, any government against whom the United States maintains

economic sanctions or embargoes under the Regulations of the United States Treasury Department; (c) person or entity who is within the scope of Executive Order 13224 – Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, effective November 24, 2001; (d) person or entity subject to additional restrictions imposed by the following statutes or Regulations and Executive Orders issued thereunder: the Trading with the Enemy Act, the National Emergencies Act, the Antiterrorism and Effective Death Penalty Act of 1996, the International Emergency Economic Powers Act, the United Nations Participation Act, the International Security and Development Cooperation Act, the Nuclear Proliferation Prevention Act of 1994, the Foreign Narcotics Kingpin Designation Act, the Iran and Libya Sanctions Act of 1996, the Cuban Democracy Act, the Cuban Liberty and Democratic Solidarity Act and the Foreign Operations, Export Financing and Related Programs Appropriations Act, or any other law of similar import as to any non-U.S. country, as each such Act or law has been or may be amended, adjusted, modified or reviewed from time to time; or (e) person or entity designated or blocked, associated or involved in terrorism, or subject to restrictions under laws, regulations or executive orders as may apply in the future similar to those set forth above.

Summary.

- Workman's Compensation Medical Liens are simply perfected assignments of the right to payment under an insurance policy. The patient grants the right to payment of his or her medical bill to the medical provider.

- After the medical provider sells the lien to us, all collection authority is assigned to us or our designee.

- Patient/employer remains liable for Workman's Compensation Medical Liens until fully satisfied.

- We purchase Workman's Compensation Medical Liens within states that have favorable statues regarding payment obligations, such as Illinois and California. These states also include penalties for slow payment, which enhances our collection process.

- We have built strong relationships with pharmacies and medical professionals to further enhance the quality of the liens purchased.

- Workman's Compensation Medical Liens are also guaranteed contractually by the seller (the medical provider). If any Workman's Compensation Medical Lien is uncollectable, contractually, the original seller must replace the lien with a new lien at equal or greater the value.

MANAGEMENT

Our business and operations will be managed by our managing member, Accumulated Wealth Managers, LLC (the "Manager"), which in turn is controlled and owned by Roger King.

The Manager owns 100 Class A Units of the Company, which represent 100% of the outstanding Units before the Offering, and will represent 100% of the voting power of the Company after the Offering, as the Class B Units and the Class C Units have no voting rights.

In addition to its ownership of the Class A Units, the Manager shall be compensated based on the net profit of the Company pursuant to the following formula. Net profit shall be calculated as net revenue from the collection of Workman's Compensation Medical Liens less: (i) all expenses and (ii) the reserve necessary to satisfy our dividend obligations, for one year, for each of the Class B and Class C Units.

As set forth in our Operating Agreement, control and management of our business is vested exclusively in the Board of Managers (each a "Manager" and collectively the "Managers"). The initial and current Manager is Accumulated Wealth Managers, LLC; which is controlled by Roger King.

The Managers shall be elected by those Members holding a majority of the Class A Units, which are currently all held by the Manager. Except as otherwise specifically provided in the Operating Agreement, no Member, other than the Managers, shall have any voice in, or take any part in, the management of our business, nor any authority or power to act on our behalf in any manner whatsoever. The Managers shall remain so until their death or resignation, or until replaced by vote of the Members. In the event of the resignation, removal or death of a Manager, a new Manager shall be selected by vote of the Members entitled to elect such Manager, at their sole discretion. All acts of a Manager within the scope of the Manager's authority shall bind us. The Managers shall make all management decisions by majority consensus. Decisions regarding our day-to-day operations shall be vested in executive officers appointed by the Managers. The Managers may also create and fill other executive positions.

Generally, the Managers shall have the right, power and authority on our behalf, and in our name, to exercise all of the rights, power and authority which may be possessed by managers pursuant to the Texas Business Organizations Code (the "Act") including, but not limited to, the borrowing of funds and the pledging of our assets to secure our debts.

Roger King, manager of Accumulated Wealth Managers, LLC. Mr. King graduated from Sam Houston State University in 1974 with a Bachelors' of Science degree. Mr. King has been a salesman in the field of advertising, commercial development and financial products. For 9 years he used Life Settlements to enhance and facilitate financial programs and implement funding. He has been involved in the banking and insurance industry.

Mr. King is the founder of Accumulated Wealth Managers, LLC, our Manager. He was a founder of US Fidelity Trust Co., a large privately owned Trust company in Texas. In 2012-2013, he started and ran Retirement Capital Inc. Mr. King holds a Texas insurance license and for the past 25 years he has held a Texas real estate license

Management Arrangement.

Currently, we have agreed to pay the Manager to serve as our management company and perform our day-to-day operations. The specific terms of our arrangement with the Manager are

as set forth in the Management Agreement between the Company and the Manager, as attached hereto as Exhibit C.

Fiduciary Responsibilities of the Managers. Under Texas law, the fiduciary duties of a Manager to a limited liability company and to its Members are those of a partner to a partnership and to the partners of a partnership. Accordingly, a Manager is accountable to a limited liability company as a fiduciary, which means that a Manager is required to exercise good faith and integrity with respect to company affairs. This fiduciary duty is in addition to those other duties and obligations of, and limitations on, our Manager that are set forth in our Operating Agreement. Pursuant to the terms of our Operating Agreement, during business hours and with five business days' prior notice, any Member or its legal representative may inspect our financial statements and other books and records as they relate to our internal affairs.

Our Operating Agreement also provides that our Managers will have no liability to us for losses resulting from errors in judgment or other acts or omissions, unless they are guilty of intentional misconduct, fraud or a knowing violation of the law. Our Operating Agreement also provides that we will indemnify our Managers against liability and related expenses (including reasonable attorneys' fees and costs) incurred in dealing with members, third parties, or us so long as no intentional misconduct, fraud or knowing violation of the law on the part of our Manager is involved. Therefore, Investors may have a more limited right of action than they would have absent these provisions in our Operating Agreement. A successful indemnification of our Manager or any litigation that may arise in connection with our Manager's indemnification could deplete our assets as allowed under Texas law. Investors who believe that a breach of our Manager's fiduciary duty has occurred should consult with their own counsel.

COMPENSATION OF MANAGEMENT

Currently, we have agreed to pay the Manager to serve as our management company and perform our day-to-day operations. The specific terms of our arrangement with the Manager are as set forth in the Management Agreement between the Company and the Manager, which terms include compensation based on the net profit of the Company pursuant to the following formula. Net profit shall be calculated as net revenue from the collection of Workman's Compensation Medical Liens less: (i) all expenses and (ii) the reserve necessary to satisfy our dividend obligations, for one year, for each of the Class B and Class C Units.

CAPITALIZATION; OWNERSHIP OF SECURITIES

The following table sets forth as of the date of this Memorandum, the number of outstanding Units beneficially owned by management and each person known to us to beneficially own more than 5% of our outstanding Units.

Owner	Number of Units prior to the Offering[1]	Percentage of Units prior to the Offering[1]	Number of Units after the Offering[1]	Percentage of Units after the Offering[1]
Accumulated Wealth Managers, LLC [2]	100 Class A Units	100%	100	25%
New Class B Investors	-0-	-0-	150	37.5%
New Class C Investors	-0-	-0-	150	37.5%
Total	100	100%	400	100%

[1] Based on 100 Class A Units outstanding before the Offering and a total of 300 Class B and Class C Units outstanding after the Offering (assuming all 300 Units are sold in the Offering).

[2] Accumulated Wealth Managers, LLC is 100% owned by Roger King.

DESCRIPTION OF UNITS

General

An Investor in us is both a holder of Units and a member of the limited liability company at the time of acceptance of the investment (a "Member"). We have 3 classes of Units: Class A Units, Class B Units and Class C Units. Members shall be subject to the terms and conditions of our Operating Agreement described herein and attached hereto as Exhibit B. An Investor must sign the Subscription Agreement in the form attached as Exhibit A in order to invest in the Offering, under which the Investor will agree to be bound, as a Member, by the terms of the Operating Agreement.

Units, Organization and Management

Our equity ownership is divided into Units of limited liability company interests. Such Units are akin to common stock in a corporation. We maintain a membership register at our principal office setting forth the name, address, capital contribution and number of Units held by each Member. We can, in our sole discretion, create additional classes of Units and designate the rights, preferences and privileges of each such class.

- Class A Units. The Class A Units are the only Units with voting rights and are owned by our Manager, Accumulated Wealth Managers, LLC. The Class A Units have distribution

and liquidation rights only after the holders of the Class B and C Units have received their distributions as described herein.

- Class B Units. The Class B Units: (i) are non-voting, (ii) have a 7.0% annual accrued dividend payable monthly, in arrears, and (iii) are subject to mandatory redemption by the Company, on the 4 year anniversary of issuance, at cost plus accrued unpaid dividends; subject to, however, the Unit holder's right to opt-out of the mandatory redemption and extend the terms of the Class B Units for an additional 4 years on its original terms.

- Class C Units. The Class C Units: (i) are non-voting, (ii) have a 7.5% annual accrued dividend payable monthly, in arrears, and (iii) are subject to mandatory redemption by the Company, on the 5 year anniversary of issuance, at cost plus accrued unpaid dividends; subject to, however, the Unit holder's right to opt-out of the mandatory redemption and extend the terms of the Class C Units for an additional 5 years on its original terms

We have elected to organize as a limited liability company rather than a corporation because we wish to qualify for partnership tax treatment for federal and state income tax purposes with our earnings or losses passing through to our members and subject to taxation at the member level. See "Federal Income Tax Consequences." As a Member, an Investor will be entitled to certain economic rights, such as the right to the distributions that accompany the Units. Our business and affairs and the respective rights and obligations of the members are governed by our Operating Agreement.

Control and management of our business is vested exclusively in the Board of Managers comprised of the Class A Unit holders. Our initial and current Manager is Accumulated Wealth Managers, LLC, which is controlled by Roger King and which own 100% of the Class A Units. The Managers shall be elected by those Members holding a majority of the Class A Units. Except as otherwise specifically provided herein, no Member, other than the Managers, shall have any voice in, or take any part in, the management of our business, nor any authority or power to act on our behalf in any manner whatsoever. The Managers shall remain so until their death or resignation, or until replaced by vote of the Members. In the event of the resignation, removal or death of a Manager, a new Manager shall be selected by vote of the Members entitled to elect such Manager, at their sole discretion. All acts of a Manager within the scope of the Manager's authority shall bind us. The Managers shall make all management decisions by majority consensus. Decisions regarding our day-to-day operations shall be vested in one Manager elected by majority of the Managers. The Managers may also create and fill other executive positions.

Generally, the Managers shall have the right, power and authority on our behalf, and in our name, to exercise all of the rights, power and authority which may be possessed by managers pursuant to the Texas Business Organizations Code (the "Act") including, but not limited to, the borrowing of funds and the pledging of our assets to secure our debts.

Restrictive Legend on Membership Certificate

If we decide to issue membership certificates, we will place restrictive legends on your membership certificate or any other document evidencing ownership of our Units. The language of the legend will be similar to the following:

> THE TRANSFERABILITY OF THE MEMBERSHIP UNITS REPRESENTED BY THIS CERTIFICATE IS RESTRICTED. SUCH UNITS MAY NOT BE SOLD, ASSIGNED, OR TRANSFERRED, AND NO ASSIGNEE, VENDEE, TRANSFEREE OR ENDORSEE THEREOF WILL BE RECOGNIZED AS HAVING ACQUIRED ANY SUCH UNITS FOR ANY PURPOSES, UNLESS AND TO THE EXTENT SUCH SALE, TRANSFER, HYPOTHECATION, OR ASSIGNMENT IS PERMITTED BY, AND IS COMPLETED IN STRICT ACCORDANCE WITH, APPLICABLE FEDERAL AND STATE LAW AND THE TERMS AND CONDITIONS SET FORTH IN THE OPERATING AGREEMENT OF WEALTH ACCUMULATION RESOURCES LLC AS AMENDED FROM TIME TO TIME.
>
> THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, OFFERED FOR SALE OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND UNDER APPLICABLE STATE SECURITIES LAWS, OR AN OPINION OF COUNSEL SATISFACTORY TO WEALTH ACCUMULATION RESOURCES LLC THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND UNDER APPLICABLE STATE SECURITIES LAWS.

SUMMARY OF OPERATING AGREEMENT

The following is a summary of our Operating Agreement and is qualified in its entirety by the terms of our Operating Agreement itself. You are urged to read our entire Operating Agreement, a copy of which is attached hereto as Exhibit B. By participating in the Offering, the Investor shall become a Member of the Company and shall be bound by the terms of the Operating Agreement.

Capitalization

We are authorized to issue an unlimited number of Units. We may issue options to purchase Units. The Members holding Class A Units shall each be entitled to one vote per Class A Units with respect to all matters on which Members are entitled to vote. The Class B Units and the Class C Units have no voting rights. We can create additional classes of Units and designate the rights, preferences and privileges of each such class. We have the right to issue additional Units that are not a part of this Offering.

Rights and Liabilities of Investors

Only the Class A Units have voting rights. The rights, duties and powers of Investors are governed by our Operating Agreement and by the Texas Business Organizations Code, and the

discussion herein of such rights, duties and powers is qualified in its entirety by reference to our Operating Agreement and the Texas Business Organizations Code.

Persons who become Investors in the manner set forth in this Memorandum will not be responsible for our obligations and will be liable only to the extent of their agreed upon capital contributions. Investors may be liable for any return of capital plus interest if necessary to discharge liabilities existing at the time of such return. Any cash distributed to Investors may constitute, wholly or in part, return of capital.

Capital Contributions

The minimum number of Units that must be purchased by any single Investor is one (1) at a price per Unit of $100,000. Fractional Units may be sold at the discretion of Management.

Rights, Powers and Duties of the Managers

Subject to the right of our Class A Unit holders to vote on specified matters, our Managers will have complete charge of our business. Our Managers are not required to devote full time to our affairs but only such time as is required for the conduct of our business. In addition, our Managers are granted a special power of attorney from each Investor for the purpose of executing the documents that the Investors have expressly agreed to execute and deliver or that are required to be executed, delivered or filed under applicable law. The Managers shall make all management decisions by majority consensus. Decisions regarding our day-to-day operations shall be vested in one Manager elected by majority of the Managers. The Managers may also create and fill other executive positions officers, advisors and the like at their sole discretion.

The initial and current Manager is Accumulated Wealth Managers, LLC, which is controlled by Roger King. The Managers shall be elected by those Members holding a majority of the Class A Units. The Managers shall remain so until their death or resignation, or until replaced by vote of the Members. In the event of the resignation, removal or death of a Manager, a new Manager shall be selected by vote of the Members entitled to elect such Manager, at their sole discretion.

Officers

Our Managers elect officers to conduct our routine day-to-day operations. We also have a President, Chief Executive Officer, one or more vice-presidents, a Secretary, a Treasurer and a Chief Financial Officer each of whom shall be appointed by the Board of Managers.

Allocation and distributions

Our profits, losses and distributions shall be allocated and distributed to the Members in proportion to their ownership of Units.

Meetings

We plan to have an annual meeting of the Members for the transaction of all business which may come before the meeting. We may have a special Members' meeting at any time at the request of the Managers or the holders of a majority of the Units entitled to be voted at such meeting. Any such request must state the purpose or purposes of such meeting and the matters proposed to be acted on at the special meeting. Notices will be sent to Members of the time and place of any annual or special meeting of Members.

Accounting and Reports

Our Managers will cause to be prepared an annual report of our operations, which will be furnished to our Members within 75 days of the close of the year covered by the report. Members will be furnished such detailed information as is reasonably necessary to enable them to complete their own tax returns within 75 days after the end of the year.

Amendment of our Operating Agreement

Our Operating Agreement may be amended only by the Class A Members upon the vote of Class A Members holding more than 75% of the outstanding Class A Units.

Limitations on Transferability

Our Operating Agreement places substantial limitations on the transferability of our Units. We urge you to read the Operating Agreement in order to understand completely these numerous restrictions.

Winding Up

Upon our dissolution, our Managers will wind up our affairs and liquidate our remaining assets as promptly as is consistent with obtaining the fair current value thereof by the sale to third parties. All funds received by us will be applied and promptly distributed in accordance with the Texas Business Organizations Code and our Operating Agreement.

In the event we are dissolved at a time when there are outstanding unfulfilled withdrawal requests, such withdrawal requests will be of no further force or effect and all Investors will thereafter be entitled to receive their pro rata portion of all liquidating distributions of the Company in accordance with their respective outstanding capital account balances.

Merger with Other Business Entities

Our Managers, upon the prior written consent of Members representing more than 50% of the voting power of the Members, will have the right to merge us with one or more other business entities, of which our Managers may be a sponsor or co-sponsor.

FEDERAL INCOME TAX CONSEQUENCES

This Memorandum does not address any tax considerations that may be relevant to you. You are urged to consult your own tax advisors as to the specific tax consequences of purchasing, owning and disposing of an interest in the Company, including any federal, state or local tax consideration.

WE URGE YOU TO CONSULT AND RELY UPON YOUR OWN TAX ADVISOR WITH RESPECT TO YOUR OWN TAX SITUATION, POTENTIAL CHANGES IN APPLICABLE LAWS AND REGULATIONS AND THE FEDERAL AND STATE CONSEQUENCES ARISING FROM AN INVESTMENT IN OUR UNITS. THE COST OF THE CONSULTATION COULD, DEPENDING ON THE AMOUNT CHARGED TO YOU, DECREASE ANY RETURN ANTICIPATED ON YOUR INVESTMENT. NOTHING IN THIS MEMORANDUM IS OR SHOULD BE CONSTRUED AS LEGAL OR TAX ADVICE TO ANY SPECIFIC INVESTOR, AS INDIVIDUAL CIRCUMSTANCES MAY VARY. THIS FEDERAL INCOME TAX CONSEQUENCES SECTION OF THIS MEMORANDUM ONLY PROVIDES THE CURRENT STATE OF TAX LAWS. YOU SHOULD BE AWARE THAT THE INTERNAL REVENUE SERVICE MAY NOT AGREE WITH ALL TAX POSITIONS TAKEN BY US AND THAT LEGISLATIVE, ADMINISTRATIVE OR COURT DECISIONS MAY REDUCE OR ELIMINATE YOUR ANTICIPATED TAX BENEFITS.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

Our Manager, Accumulated Wealth Managers, LLC, is owned by Roger King.

TERMS OF THE OFFERING

We are offering on a best-efforts basis up to 300 Units at a price per Unit of $100,000 for a total offering amount of $30,000,000.

No minimum amount of capital must be raised in this offering before we can access the proceeds. The Offering will commence as of the date of this Memorandum and will terminate upon the earlier of: (a) the sale of all of the Units, or (b) the termination date which shall be twelve months from the date of this Memorandum (the "Termination Date"), unless otherwise extended. Funds will be returned to Investors whose subscriptions are not accepted by the Termination Date, without interest or deduction.

Prospective Investors should consult their own tax and legal counsel regarding the suitability of an investment. Each Investor will be required to represent that the Units are being acquired for investment only and not with a view toward the resale or distribution thereof and will not be re-sold or distributed in violation of the Securities Act or any other applicable securities law. No transfer of any Units by an Investor will be effective unless adequate assurance is received by us that no violation of the Securities Act or any other applicable

securities law will occur by reason of such transfer. The investment will be illiquid and is suitable only for persons of adequate financial means who have no need for liquidity with respect to the investment and who are able to bear the economic risk of complete loss of the investment. Any proposed transferee of Units from an Investor hereunder will be required to provide us with written representations similar to those required of Investors hereunder.

The suitability standards herein represent minimum suitability requirements for a prospective Investor and the satisfaction of such standards by a prospective Investor does not necessarily mean that the purchase of Securities is a suitable investment for him. We reserve the right to refuse a subscription if, in our discretion, we believe that the prospective Investor does not meet the suitability requirements or that the purchase of Securities is otherwise an unsuitable investment for the prospective Investor. We have the absolute right, in our sole discretion, to accept or refuse any subscription. We will rely on the accuracy of each prospective Investor's representations as set forth in the documents to be executed by a prospective Investor in connection with his purchase of Securities. We may require additional evidence that a prospective Investor meets the standards set forth above at any time prior to acceptance of a prospective Investor's subscription. A prospective Investor is not obligated to supply any information so requested by us, but we may reject a subscription from any prospective Investor who fails to supply any information so requested.

Subject to independent verification pursuant to Rule 506(c), we will rely on the accuracy of each prospective Investor's representations as set forth in the documents to be executed by a prospective Investor in connection with his purchase of Securities. We may require additional evidence that a prospective Investor meets the standards set forth above at any time prior to acceptance of a prospective Investor's subscription. A prospective Investor is not obligated to supply any information so requested by us, but we may reject a subscription from any prospective Investor who fails to supply any information so requested.

If our belief as to the suitability of a prospective Investor is incorrect in any instance, then the delivery of this Memorandum shall not be deemed to be an offer to that person to invest in us and such prospective Investor shall, after notice from us, immediately return this Memorandum to us.

Subscription Agreements; Payment

Investors who wish to purchase Units must complete and execute our Subscription Agreement (under which the Investor will agree to be bound by the terms of the Operating Agreement) and return the same, along with the payment for the Units, as directed in the Subscription Agreement. By executing a Subscription Agreement, a subscriber unconditionally and irrevocably agrees to purchase the Units shown thereon on a "when issued basis." Accordingly, upon executing a Subscription Agreement, the subscriber is not yet an owner of our Units. Units will be deemed issued when the Subscription Agreement is accepted by the Company and the prospective Investor is admitted to the Company as a Member. Subscription Agreements are non-cancelable and irrevocable and subscription Funds are non-refundable for any reason, except with our consent or pursuant to any legal right of rescission. After having subscribed for the minimum investment amount, you may at any time, and from time to time, subscribe to invest additional amounts so long as this Offering is open.

We will be reviewing subscription applications as they are received and will accept or reject subscription applications within 15 days after receipt. We will indicate our acceptance of a subscription agreement by countersigning it and indicating the number of Units we will issue. We reserve the right to reject any subscription submitted for any reason. If accepted, an Investor will become a Member without any further action by any person and you shall become subject to the Operating Agreement.

PLAN OF DISTRIBUTION

The Units offered hereby have not been registered under the Securities Act with the SEC or under the securities laws of any state. As a result, all certificates for Securities sold herein will bear a restrictive legend and the Investor will only be able to sell or otherwise transfer the Securities pursuant to an effective registration statement or in accordance with an opinion from counsel that the Securities may be sold pursuant to an exemption from registration. The Securities sold in this offering constitutes restricted securities with limited marketability. An investment in the Securities offered herein involves a long-term, high-risk investment.

The Units will be offered to Investors who qualify as "accredited investors" as defined under Rule 501(a) of Regulation D promulgated under the Securities Act and Rule 506(c) thereunder. Recently adopted Rule 506(c) requires that we undertake reasonable methods to independently verify that an Investor is "accredited". Such methods include, without limitation, (i) review of an Investor's income tax returns and filings along with a written representation that the person reasonably expects to reach the level necessary to qualify as an accredited investor during the current year, (ii) review of one or more of the following, dated within three months, together with a written representation that all liabilities necessary to determine net worth have been disclosed. For assets: bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments and appraiser reports issued by third parties and for liabilities, credit report from a nationwide agency, (iii) obtaining a written confirmation from a registered broker-dealer, an SEC registered investment advisor, a licensed attorney, or a CPA that such person or entity has taken reasonable steps to verify that the purchaser is an accredited investor within the prior three months.

Furthermore, under Rule 506(c), we can offer securities through means of general solicitation, provided that: (i) all purchasers in the offering are accredited investors, (ii) the issuer takes reasonable steps to verify their accredited investor status, and (iii) certain other conditions in Regulation D are satisfied.

Notwithstanding anything to the contrary, we shall not sell securities to Investors such that we do not qualify for the exemption from registration as an Investment Company under the Investment Company Act of 1940. Section 3(c)(1) of the Investment Company Act excludes from being an investment company any issuer whose outstanding securities are beneficially owned by not more than 100 persons and that is not making and does not presently propose to make a public offering of its securities. The benefit of Section 3(c)(1) is that there is no additional status requirement for the Investor, such as net worth, total assets, or total investments owned beyond the "accredited investor" standard.

Subscribers shall execute subscription documents provided with this Memorandum in which they represent that the purchase of Units is being made for investment purposes with no intent to resell. We may utilize the services of broker-dealers who are member firms of FINRA. Sales of Units by such broker-dealers will be subject to the payment of commissions to be negotiated.

WHO MAY INVEST

General

An investment in our Units involves a high degree of risk and is suitable only for persons of substantial financial means who have no need for liquidity in their investment. Our Units are only suitable for those who desire a relatively long-term investment for which they do not need liquidity until the anticipated return on investment as set forth in this Memorandum.

The offer, offer for sale, and sale of our Units is intended to be exempt from the registration requirements of the Securities Act pursuant to Regulation D promulgated thereunder and is intended to be exempt from the registration requirements of applicable state securities laws as a federally covered security. This offering is directed to "accredited" investors, as that term is defined in Rule 501(a) of Regulation D.

Our offering of the Units will be conducted in reliance upon exemptions contained in the Securities Act and in the various state Securities Acts for transactions not involving a public offering. A subscriber must meet one (or more) of the investor suitability standards below to purchase Units. Fiduciaries must also meet one of these conditions. If the investment is a gift to a minor, the custodian or the donor must meet these conditions. For purposes of the net worth calculations below, net worth is the amount by which assets exceed liabilities, but excluding your house, home furnishings or automobile(s) among your assets. In the Subscription Agreement, a prospective Investor will have to confirm satisfaction of these minimum standards:

- Each Investor must have the ability to bear the economic risks of investing in the Units.
- Each Investor must have sufficient knowledge and experience in financial, business or investment matters to evaluate the merits and risks of the investment.
- Each Investor must represent and warrant that the Units to be purchased are being acquired for investment and not with a view to distribution.
- Each Investor will make other representations to us in connection with purchase of the Units, including representations concerning the Investor's degree of sophistication, access to information concerning the Company, and ability to bear the economic risk of the investment.

Suitability Requirements

Rule 501(a) of Regulation D defines an "accredited investor" as any person who comes

within any of the following categories, or whom the issuer reasonably believes comes within any of the following categories, at the time of the sale of the securities to that person:

1. A natural person whose net worth, either individually or jointly with such person's spouse, at the time of Subscriber's purchase, exceeds $1,000,000;

2. A natural person who had an individual income in excess of $200,000, or joint income with that person's spouse in excess of $300,000, in each of the two most recent years and reasonably expects to reach the same income level in the current year;

3. A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity;

4. A broker or dealer registered pursuant to Section 15 of the Exchange Act;

5. An insurance company as defined in section 2(13) of the Exchange Act;

6. An investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act;

7. A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

8. A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state, or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of $5,000,000;

9. An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

10. A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

11. An organization described in Section 501(c)(3) of the Internal Revenue Code, or a corporation, business trust or partnership, not formed for the specific purpose of acquiring the Units, with total assets in excess of $5,000,000;

12. A director or executive officer of the Company;

13. A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of

acquiring the Units, whose purchase is directed by a sophisticated person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of investing in the Company; or

14. An entity in which all of the equity owners qualify under any of the above subparagraphs.

As used in this Memorandum, the term "net worth" means the excess of total assets over total liabilities. In computing net worth for purposes of (5) above, the principal residence of the subscriber is disregarded. In determining income a subscriber should add to the subscriber's adjusted gross income any amounts attributable to tax exempt income received, losses claimed as a limited partner in any limited partnership, deduction claimed for depletion, contribution to an IRA or Keogh plan, alimony payments, and any amount by which income for long-term capital gains has been reduced in arriving at adjusted gross income.

USE OF PROCEEDS

The following use of proceeds is based on us raising the maximum offering amount of $30,000,000. In the event that we raise less than $30,000,000, we have the absolute discretion to apply the amount raised in any manner we determine that shall further our business plan and operations. We intend to use the proceeds from this Offering as follows:

ITEM	AMOUNT
Purchase of Workman's Compensation Medical Liens[(1)]	$ 27,000,000
Reserves for obligations to Unit holders[(2)]	$ 1,050,000
Offering, Organizational, working capital [(3)]	$ 1,950,000
TOTAL	$ 30,000,000

[(1)] These costs include, without limitation, the expenses associated with the purchase of Workman's Compensation Medical Liens

[(2)] This reserve amount is based on 12 months' future accrued dividends on the Class B and Class C Units.

[(3)] These costs include, without limitation, attorneys' fees, accounting fees, other professional expenses and expenses in connection with the furtherance of our business plan and operations.

DILUTION

An Investor in this Offering will experience immediate dilution because the offering price of the Units is expected to exceed the net tangible book value per Units after giving effect to the Offering. Net tangible book value per Unit is the amount of our tangible assets less all liabilities, divided by the fully-diluted number of Units outstanding. An Investor may be further diluted if we issue in the future newly-created Units.

STATEMENT AS TO INDEMNIFICATION

Our Operating Agreement provides for indemnification of directors and officers under certain circumstances, which could include liabilities relating to securities laws. The S.E.C. mandates the following disclosure of its position on indemnification for liabilities under the federal securities laws:

> "Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling an issuer, the Company has been informed that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is therefore unenforceable."

SUBSCRIPTION PROCEDURES

Each prospective Investor is required to do the following to subscribe for Unit(s):

1. Sign one copy of the Subscription Agreement in the form attached hereto as Exhibit A and return it as directed in the Subscription Agreement. By subscribing to Units in this Offering and executing the Subscription Agreement, you shall, upon acceptance of the subscription by the Company, become a member of the Company and become subject to the Operating Agreement.

2. Deliver payment by check or wire transfer made pursuant to the instructions as set forth in the Subscription Agreement in the applicable amount for the Unit(s) purchased, which payment will be deposited in our operating account upon acceptance of the subscription. If a subscription is not accepted, subscription funds will be promptly returned to the subscriber, without interest or deduction.

3. Provide such documents and information as may be requested by the Company to complete a verification of accredited investor status or provide evidence of accreditation from a third party in accordance with Rule 506(c).

EXHIBITS

Exhibit A – Subscription Agreement

Exhibit B – Operating Agreement

Exhibit C – Management Agreement

Exhibit A
Subscription Agreement

(Attached)

Exhibit B
Operating Agreement

(Attached)

Exhibit C
Management Agreement

(Attached)