

Schedule F of  
Form ADV

Continuation Sheet for Form ADV Part II

GBB:  
Genovese Burford & Brothers Wealth and  
Retirement Plan Management, Inc.SEC File Number:  
801- 36720Date:  
05/13/2010

(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: Genovese Burford & Brothers Wealth and Retirement Plan Management, Inc.		IRS Empl. Ident. No.: 68-0207610
Item of Form (identify)	Answer	

Item 1D

**ADVISORY SERVICES AND FEES**

Genovese Burford & Brothers Wealth and Retirement Plan Management, Inc. (hereinafter known as "GBB" or "Advisor") is a corporation formed under the laws of California and is a Registered Investment Advisor with the United States Securities and Exchange Commission. The services GBB provide are: Investment management and advisory services, portfolio design, qualified retirement plan design, consulting services, comprehensive personal financial and estate planning, corporate financial tax planning, comprehensive business and personal insurance programs.

This Schedule F narrative provides clients with information regarding GBB and the qualifications, business practices, and nature of advisory services that should be considered before becoming an advisory client of GBB.

Additional information about GBB is available on the Internet at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can search this site by a unique identifying number, known as a CRD number. The CRD number for GBB is 105698.

**Investment Management & Advisory clients**

GBB offers investment management and advisory services to its clients involving the recommendation of cash, money market instruments, mutual funds, and real estate (primarily through limited partnerships and REITs), to the extent these are deemed to be appropriate for each client, based upon a review by GBB of such client's financial circumstances. GBB provides quarterly reports of its investment performance during the preceding quarter.

GBB's investment management services are offered on both a discretionary and non-discretionary basis. For discretionary accounts, the financial decision-making and the implementation of recommendations are solely the responsibility of GBB. For non-discretionary investment advisory accounts, the client is advised by GBB of a recommended course of action. It is then the client's responsibility to decide whether or not to follow GBB's advice and to instruct the appropriate individual, broker or other entity to implement the recommendation.

**Fee Schedule – Investment Management**

GBB's annual fee is based on the net asset value of the portfolio on the first day of each quarter of management, payable quarterly in advance, with a prorated refund upon termination, and is calculated as follows:

Assets Under Management	Annual Advisory Fee
\$0 - \$500,000	1.25%
\$500,001 - \$1,000,000	1.00 %
\$1,000,001 - \$2,000,000	0.75%
\$2,000,001 - ∞	0.50%

Fees will be established by the fee schedule above. Fees will be paid and calculated quarterly based on assets under management per quarter in advance, while certain client accounts will be paid and calculated quarterly in arrears. Exceptions may be made to the published fee schedule under certain circumstances pursuant to a negotiated agreement with the client. In the event that the client terminates

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GBB's services before the end of a calendar quarter, the client shall be assessed a pro-rata fee based on the number of days the client's account was managed by GBB.

In determining the net asset value of a portfolio, GBB uses the following guideline; (a) for marketable securities, the current market price will be used, (b) for securities for which there exists no active market (excludes non-liquid assets such as partnerships), GBB shall use such information as is in good faith deems relevant to determine the value thereof (in the absence of a readily determinable value, such securities will be valued at purchase prices), and, (c) cash will be valued at its dollar value.

Either party may terminate the agreement at any time by providing written notice to the other party. Full refunds will only be made in cases where cancellation occurs within five (5) business days of signing GBB's investment advisory agreement. After five (5) business days, clients will receive pro-rata refunds, which take into account work completed by GBB on behalf of the client. The client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the client. Refunds will be given on a pro-rata basis.

No increase in the annual fee shall be effective without prior written notification to the client.

No portion of GBB's compensation shall be based on capital gains or capital appreciation of the assets except as provided for under the Investment Advisers Act of 1940.

**Financial Planning/Financial Consulting**

GBB offers financial planning and financial consulting services to its clients as well. These services will be provided pursuant to a written client agreement. GBB can work with a client to develop a written financial plan or provide consulting services on specific issues or areas that are of concern to the client.

The goal of a financial planning engagement is to provide the client with a written financial plan that will assist the client in meeting his/her financial goals. GBB and the client will discuss and agree upon the specific topics to be covered by the financial plan. Such topics may include investment planning, retirement planning, tax planning, insurance planning, estate planning, or business planning. GBB will conduct one or more meetings (in person if possible, otherwise via telephone conference) with the client in order to understand the client's current financial situation, financial goals, specific issues or questions, and topics to be covered by the financial plan. GBB may also request copies of relevant financial documents, such as account statements, income tax returns, insurance policies, retirement plans, estate planning documents, and business financial statements. GBB will then prepare a written financial plan that summarizes the client's current financial situation and offers observations and recommendations. GBB prepares the financial plan based on the information provided to GBB by the client and as of the date that the plan is submitted to the client. Plans or consultations are typically completed within six (6) months of the contract date, assuming that all information and documents requested are provided promptly to GBB. GBB undertakes no responsibility to update the financial plan unless GBB and the client agree upon a subsequent financial planning engagement.

**Fee Schedule: Financial Planning/Financial Consulting**

GBB offers financial planning and financial consulting services on an hourly basis generally within a range of \$75 - \$250 per hour, which rate may be negotiable depending on the nature and complexity of the client's circumstances. For client engagements billed on an hourly basis, GBB will provide the client with an estimate of total projected hours at the outset of the engagement.

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For financial planning engagements, GBB may also charge a negotiable flat fee generally within the range of \$500 - \$3,000, the exact amount of which is dependent upon the level and scope of services. One half of the total estimated fixed and hourly fees are due and payable at the time the client's agreement is executed, and the remainder of the fees are due upon presentation of a plan or the rendering of consulting services.

In the event that a client cancels a financial planning or financial consulting agreement, the client shall be billed for actual hours spent on the project times the agreed upon hourly rate.

The financial planning/financial consulting agreement is terminated upon presentation of the written plan. However, either party may terminate the financial planning/financial consulting agreement at any time by providing written notice to the other party. Full refunds will only be made in cases where cancellation occurs within five (5) business days of signing the financial planning/financial consulting agreement. After five (5) business days, the client will receive a pro-rata refund, which takes into account work completed by GBB on behalf of the client. The client will incur charges for bona fide advisory services rendered to the point of termination, and such fees will be due and payable by the client.

**Selection, Recommendation, Due Diligence, Performance Reporting Of Third Party Money Managers**

In order to assist the client in the selection of Third Party Advisory Service, GBB will typically gather information from the clients about the client's financial situation, investment objectives, and reasonable restrictions the client wants imposed on the management of the account. GBB will not offer advice on any specific securities or other investments in connection with this service.

GBB will periodically review reports provided to the clients, but no less often than on a quarterly basis. The Investment Advisory Representatives of GBB will contact the client periodically, as agreed to with the clients, in order to review the client's financial situation and objectives; communicate information to the Third Party Advisory Service managing the account as warranted; and, assist the clients in understanding and evaluating the services provided by the Third Party Advisory Service. Clients will be expected to notify GBB of any changes in their financial situation, investment objectives, or account restrictions. Clients may also contact directly the Third Party Manager managing the account or sponsoring the program.

GBB receives compensation pursuant to its agreements with these Third Party Advisory Programs for introducing clients to these Third Party Advisory Programs, and for certain ongoing services provided to clients. This compensation, which is disclosed to the client in a separate disclosure document provided by the Third Party Advisory Program, is typically equal to a percentage of the investment advisory fee charged by that Third Party Advisory Program or a fixed fee. The advisory fee paid to GBB from the Third Party GBB shall be negotiable in certain circumstances, but shall never exceed the amount in GBB's published fee statement. GBB discloses that any and all Third Party Advisors will be appropriately licensed with the applicable State and/or SEC.

**Additional Information Concerning Fees**

In certain circumstances, advisory fees and account minimums may be negotiable based upon prior relationships as well as related account holdings. The fees charged are calculated as described above and are not charged on the basis of a share of capital gains or capital appreciation of the client's investments.

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	<p>All fees paid to GBB for investment advisory accounts are separate and distinct from the fees and expenses charged by mutual funds and exchange traded funds to their shareholders. These fees and expenses are described in each fund's prospectus. Such fees will generally include a management fee, other fund expenses, and a possible distribution fee. If the fund also imposes sales charges, the client may pay an initial or deferred sales charge.</p> <p>A client could invest in a mutual fund directly, without the services of GBB. In that case, the client would not receive the services provided by GBB which are designed, among other things, to assist the client in determining which mutual fund or funds are most appropriate for the client's financial situation and objectives. Accordingly, clients should review both the fees charged by the funds and the fees charged by GBB to fully understand the total amount of fees to be paid, and to thereby evaluate the advisory services being provided.</p> <p>Advisory recommendations are based on the client's financial situation at the time the services are provided and are based on financial information disclosed by the client to GBB. Clients are advised that certain assumptions may be made with respect to interest and inflation rates and past trends and performance of the market and economy. Past performance is in no way an indication of future performance. As the client's financial situation, goals, objectives, or needs change, the client must notify GBB promptly.</p> <p>GBB shall never have custody of any client funds or securities, as the services of a qualified and independent custodian will be used to hold client accounts.</p> <p>In performing its services, GBB shall not be required to verify any information received from the client or from the client's other professionals and is expressly authorized to rely thereon. The client is free to accept or reject any recommendation made by GBB. Moreover, each client is advised that it remains his/her/its responsibility to promptly notify GBB if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising GBB's previous recommendations and/or services. GBB's clients are advised to promptly notify GBB if there are ever any changes in their financial situation or investment objectives, or if they wish to impose any reasonable restrictions upon GBB's investment management services.</p> <p>Neither GBB nor the client may assign the investment advisory agreement without the prior written consent of the other party.</p>
Item 3L	<p><b><u>OTHER TYPES OF INVESTMENTS</u></b></p> <p>GBB also offers advice on such investments as equipment leasing, cable television, fast food franchising, and leveraged buyouts. Additionally, investment in private businesses and real estate on a debt and/or equity basis, are analyzed and investment advice is offered.</p> <p>GBB may offer advice on Real Estate Investment Trusts (REITS) as well.</p>
Item 4B(8), 4C(7)	<p><b><u>OTHER METHODS OF ANALYSIS, SOURCES OF INFORMATION AND INVESTMENT STRATEGIES</u></b></p> <p>At Royal Alliance Associates, Inc.'s home office, GBB consults specialists in financial planning, mutual funds, variable annuities, and speak with the due diligence staff which reviews the products of other sponsors. In addition, GBB subscribes to a variety of newsletters and obtains research information from a number of institutional consulting firms.</p>

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	By its nature financial planning looks to the long term. After GBB makes sure that the client's short-term cash needs, emergency fund, and insurance coverage is satisfied, GBB designs investment strategies to help the client achieve his or her financial goals. Casualty insurance (e.g. homeowner's, auto, liability, etc.) is reviewed only at the client request, and would be provided by an outside casualty firm.
Item 5	<p><b><u>EDUCATION AND BUSINESS STANDARDS</u></b></p> <p>GBB requires that those individuals who provide investment/financial services, either in a direct or non-direct manner, have a college degree and/or extensive experience in related fields, such as business, finance, insurance, employee benefits, or financial planning. In addition, all investment advisory representatives must have obtained all required licenses (Series 65 or the Series 7 and 66) or a professional designation such as the CFP®. GBB requires a vigorous program of continuing education for all staff members involved in counseling or advisory activities.</p>
Item 6	<p><b><u>EDUCATION AND BUSINESS BACKGROUND</u></b></p> <p><b>Michael Thomas Genovese</b> DOB 1/24/54</p> <p><u>Education</u> BA Degrees in Journalism, Chemistry and Biology, San Diego State University, 1976 Graduate School – Finance, San Diego State University (1976 – 1978)</p> <p><u>Business Background</u> Genovese Burford &amp; Brothers Wealth and Retirement Plan Management, Inc., executive office 05/87 – present Royal Alliance Associates, Inc., Registered Representative, Managing Executive 7/81 – present</p> <hr/> <p><b>Lon Edward Burford</b> DOB 12/9/54</p> <p><u>Education</u> BA Degree in Economics, University of California at Davis, 1977</p> <p><u>Business Background</u> Genovese Burford &amp; Brothers Wealth and Retirement Plan Management, Inc., executive office 05/87 – present Royal Alliance Associates, Inc., Registered Representative, 8/84 – present Equitec Securities Co., Registered Representative, 9/80 – 8/84</p> <hr/>

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**Kelly Thomas Brothers**  
DOB 12/26/63

Education

BBA Degree in Business, University of Notre Dame, 1986  
MBA Degree in Business, University of Notre Dame, 1989

Business Background

Genovese Burford & Brothers Wealth and Retirement Plan Management, Inc., executive office 01/07 – present  
Royal Alliance Associates, Inc., Registered Representative, 01/07 – present  
Citigroup Global Markets, Inc., FCA, 07/03 – 01/07  
KCRA-TV, News Anchor, 02/89 – 07/03

**Alex Gilbert Brown**  
DOB 10/28/71

Education

BS Degree in Accounting, Brigham Young University, 1995  
MS Degree in Accounting, Brigham Young University, 1997

Business Background

Genovese Burford & Brothers Wealth and Retirement Plan Management, Inc., Financial Advisor 03/04 – present, Treasurer 07/08 - present  
Royal Alliance Associates, Inc., Registered Representative, 05/04 – present  
My Three Sons, Chief Financial Officer, 9/03 – 3/04  
Hewlett Packard, Senior Business Analyst, 11/00 – 9/03  
Arthur Andersen, Senior Business Consultant, 7/97 – 11/99

**Jennifer Smith**  
DOB 11/21/1964

Education

BA Degree in Economics, University of California at Los Angeles, 1986  
MBA Degree in International Finance, New York University, 1991

Business Background

Genovese Burford & Brothers Wealth and Retirement Plan Management, Inc., Financial Advisor 12/07 – present  
Unemployed 1/01 – 12/07  
EbondTrade, Consultant 07/00 – 12/00  
Bank of America, Vice President, Trader – Corporate Investment Portfolio, 4/98 - 10/98  
Goldman, Sachs & Co, Vice President, Fixed Income Division, 9/1993 – 3/1998

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Item 7A, 7B, 7C	<p><b><u>OTHER BUSINESS ACTIVITIES</u></b></p> <p>The officers and owners of GBB, Michael T. Genovese, Lon E. Burford &amp; Kelly T. Brothers are licensed as insurance agents and as securities salespersons, and are in the business of selling insurance and securities products. In this capacity, Mr. Genovese, Mr. Burford, and Ms. Brothers may offer commissionable (non-variable) insurance products to GBB's clients for which they may receive compensation. These activities account for approximately 10% of their time.</p> <p>Principals and associated persons of GBB are associated with Royal Alliance Associates, Inc. ("Royal") as Registered Representatives. Royal is a diversified financial services company engaged in the sale of specialized investment products. GBB may recommend securities or insurance products offered by Royal. If clients of GBB purchase these products through principals or associated persons of GBB, the principal or associated person will receive the normal commission. Therefore a potential conflict exists between the interest of GBB and those of its commissionable product advisory clients. Clients of GBB are under no obligation to purchase products recommended by principals or associated persons of GBB, nor to purchase products either through such principals or associated persons or Royal. The primary business of the principals of GBB is providing brokerage services through Royal. They spend 50% of time on this activity.</p> <p>Under the rules and regulations of FINRA, Royal has obligations to maintain records and perform other functions regarding certain aspects of the investment advisory activities of its registered representatives in relation to certain advisory accounts for which its registered representatives provide investment advice. These obligations require Royal to coordinate with, and have the cooperation of, the account custodian</p> <p>In order to fulfill its obligation, Royal has established a list of custodian and brokerage firms with whom it has arranged to obtain the required cooperation, and which therefore may be utilized for custody of accounts directly advised either by registered representatives of Royal who are Investment Advisors or other Investment Advisor entities which are affiliated with registered representatives of Royal. In certain instances, Royal will collect, as paying agent for GBB, the investment advisory fee remitted to GBB by the account custodian, and Royal will retain a portion as a charge to GBB (not the client) for the functions Royal is required to carry out by FINRA. This fee will not increase execution or brokerage charges to the client or the fee the client has agreed to pay GBB pursuant to the client's advisory agreement. A portion of the fee retained by Royal may be re-allowed to other registered representatives of Royal who, as registered representatives of Royal, are responsible for the supervision of other representatives and assist Royal with the functions described above.</p>
Item 8C(9)	<p><b><u>OTHER FINANCIAL INDUSTRY ACTIVITIES OR AFFILIATIONS</u></b></p> <p>GBB is an insurance agency specializing in the sale of individual coverage in the areas of life, disability, and annuities, both fixed and variable. Because of the wide scope of GBB's insurance activities, GBB has relationships with approximately 50 different insurance companies. We may recommend insurance products offered by these companies. If GBB's clients purchase these products through GBB, GBB receives a normal commission's fee. Thus a potential conflict of interest exists between our interests and those of GBB's advisory clients. The client is under no obligation to purchase products GBB recommends, or to purchase products either through GBB or through these insurance companies.</p>

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Item 9B, 9E

**PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS**

GBB and its associated persons may buy or sell securities and other investments that are also recommended to clients. In order to minimize this conflict of interest, GBB and its associated persons will not receive preferential treatment over any clients.

As Registered Representatives of Royal, GBB's Advisory Representatives may recommend to clients the purchase or sale of investment products in which the Advisory Representatives and Royal or a related entity, may have some financial interest, including the receipt of compensation. Certain mutual funds (and/or their related persons) in which a client may invest 12b-1 fee payments to broker-dealers. Such payments may be distributed pursuant to a 12b-1-distribution plan or pursuant to another arrangement as compensation for distribution or administrative services and may be paid out of the fund's assets. Royal and/or GBB's Advisory Representatives may receive such 12b-1 fees or other compensation to the extent permitted by applicable law.

A fund that imposes a front end sales load but which waives that front-end sales load for purchases made on behalf of the of the client's account (a "front-end load" fund at net asset value) may bear 12b-1 distribution or services fees in excess of .25% of the Account's net assets invested in such fund (the minimum allowed for no- load funds). The 12b-1 fee deferred sales charges and other fee arrangements will be disclosed upon request of the clients and are typically described in the applicable fund's prospectus. Because of these compensation arrangements, a conflict of interest may exist in connection with the recommendation of particular mutual fund investments for a client's account.

**Code of Ethics**

GBB has established a Code of Ethics that will apply to all of its associated persons. An investment advisor is considered a fiduciary. As a fiduciary, it is an investment advisor's responsibility to provide fair and full disclosure of all material facts and to act solely in the best interest of each of our clients at all times. GBB has a fiduciary duty to all clients. This fiduciary duty is considered the core underlying principle for GBB's Code of Ethics which also includes Insider Trading and Personal Securities Transactions Policies and Procedures. GBB requires all of its supervised persons to conduct business with the highest level of ethical standards and to comply with all federal and state securities laws at all times. Upon employment or affiliation and at least annually thereafter, all supervised persons will sign an acknowledgement that they have read, understand, and agree to comply with GBB's Code of Ethics. GBB has the responsibility to make sure that the interests of all clients are placed ahead of GBB's or its supervised person's own investment interest. Full disclosure of all material facts and potential conflicts of interest will be provided to clients prior to any services being conducted. GBB and its supervised persons must conduct business in an honest, ethical, and fair manner and avoid all circumstances that might negatively affect or appear to affect our duty of complete loyalty to all clients. This disclosure is provided to give all clients a summary of GBB's Code of Ethics.

**Insider Trading**

In accordance with Section 204A of the Investment Advisers Act of 1940, GBB also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by GBB.

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Item 10	<p><b><u>CONDITIONS FOR MANAGING ACCOUNTS</u></b></p> <p>GBB generally requires a minimum account size of \$500,000 for managed accounts. This account requirement is negotiable in certain circumstances. The fact that a client's household has multiple accounts under management with GBB may be taken into consideration when determining minimum account size requirements.</p>
Item 12A, 12B	<p><b><u>INVESTMENT OR BROKERAGE DISCRETION</u></b></p> <p>GBB generally utilizes discretion. GBB may have the authority to determine, without obtaining specific client consent, the securities to be bought or sold, the amount of the securities to be bought or sold, and the broker or dealer to be used.</p> <p><b><u>SUGGESTION OF BROKERS</u></b></p> <p>Because Michael T. Genovese, Lon E. Burford &amp; Kelly T. Brothers are registered representatives of Royal, if GBB's client freely chooses to implement GBB's advice, the broker dealer chosen will be Royal. As solicitors for Royal (the Investment Advisor), discount brokers may be used for no-load mutual funds or other services.</p> <p>As part of GBB's fee base asset management services, GBB may have a limited power of attorney to execute trades. GBB does not have the authority to withdraw funds or to take custody of client funds or securities.</p> <p>Because of the relationship with Royal, GBB is restricted to a pre-approved list of selected broker dealers where GBB can maintain clients' investment management accounts. Royal has negotiated what they believe to be the most reasonable commission rates available from each of the pre-approved list of broker dealers.</p> <p>As a fiduciary, GBB has an obligation to obtain "best execution" of clients' transactions under the circumstances of the particular transaction. GBB must execute securities transactions for clients in such a manner that the clients' total cost or proceeds in each transaction is the most favorable under the circumstances. GBB will consider the full range and quality of a broker's services including, among other things, the value of research provided as well as execution capability, commission rate, financial responsibility, and responsiveness to the money manager. GBB understands that the determinative factor is not the lowest possible commission cost but whether the transaction represents the best qualitative execution for the managed account. In this connection, GBB will periodically and systematically evaluate the execution performance of broker dealers executing their transactions.</p> <p>From time-to-time Adviser may make an error in submitting a trade order on a client's behalf. When this occurs, Adviser may place a correcting trade with the broker-dealer which has custody of the client's account. If an investment gain results from the correcting trade, the gain will remain in the client's account unless the same error involved other client account(s) that should have received the gain, it is not permissible for the client to retain the gain, or Adviser confers with the client and the client decides to forego the gain (e.g., due to tax reasons). If the gain does not remain in the client's account and Charles Schwab &amp; Co. Inc. ("Schwab") is the custodian, Schwab will donate the amount of any gain \$100 and over to charity. If a loss occurs greater than \$100, Adviser will pay for the loss. Schwab will maintain the loss or gain (if such gain is not retained in the client's account) if it is under \$100 to minimize and offset its administrative time and expense. Generally, if related trade errors result in both gains and losses in the client's account, they may be netted.</p>

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Item 13A, 13B	<p><b><u>ADDITIONAL COMPENSATION</u></b></p> <p>GBB also acts as a solicitor for Royal, the Investment Advisor. Full disclosure will be provided at the time of solicitation pursuant to Rule 206(4)-3 of the Investment Advisers Act of 1940. GBB is paid a percentage of the outside advisory firm's fee for originating such accounts.</p> <p>GBB may in some instances, use the services of independent contractors to introduce its services to prospective clients. When such introductions are successful, these independent contractors may receive a portion of the client's fees paid to GBB. This relationship is conditioned upon full and immediate disclosure to the client of such relationship. All solicitors' agreements are in compliance with the Investment Advisers Act of 1940. In addition, all applicable federal and state laws will also be observed. All clients procured by solicitors will be given full written disclosures describing the terms and fee arrangements between the Advisor and the solicitor.</p> <p>GBB receives client referrals from the Charles Schwab &amp; Co., Inc. ("Schwab") through GBB's participation in Schwab Advisor Network ("the Service"). The Service is designed to help investors find an independent Investment Advisor. Schwab is a broker-dealer independent of and unaffiliated with GBB. Schwab does not supervise GBB and has no responsibility for applicant's management of clients' portfolios or GBB's participation in the Service may raise potential conflicts or interest described below.</p> <p>GBB pays Schwab a Participation Fee on all referred client accounts that are maintained in custody at Schwab and a Non-Schwab Custody Fee on all accounts that are maintained at, or transferred to another custodian. The Participation Fee paid by GBB is a percentage of the value of the assets in the client's account. GBB pays Schwab the Participation Fee so long as the referred client's account remains in custody at Schwab. The Participation Fee is billed to GBB quarterly and may be increased, decreased or waived by Schwab from time to time. The Participation Fee is paid by GBB and not by the client. GBB has agreed not to charge clients referred through the Service fees or costs greater than the fees or costs applicant charges clients with similar portfolios who were not referred through the Service.</p> <p>GBB generally pays Schwab a Non-Schwab Custody Fee if custody of a referred client's account is not maintained by, or assets in the account are transferred from Schwab. The Fee does not apply if the client was solely responsible for the decision not to maintain custody at Schwab. The non-Schwab Custody fee is a one-time payment equal to a percentage of the assets placed with a custodian other than Schwab. The Non-Schwab Custody Fee is higher than the Participation Fees GBB generally would pay in a single year. Thus, GBB will have incentive to recommend that clients' accounts be held in custody at Schwab.</p> <p>The Participation and Non-Schwab Custody Fees will be based on assets in accounts of GBB's clients who were referred by Schwab and those referred clients' family members living in the same household. Thus, GBB will have incentives to encourage household members of clients referred through the Service to maintain custody of their accounts and execute transactions at Schwab and to instruct Schwab to debit GBB's fees directly from the accounts.</p> <p>For accounts of GBB's clients maintained in custody at Schwab, Schwab will not charge the client separately for custody but will receive compensation from GBB's clients in the form of commissions or other transaction-related compensation on securities trades executed through Schwab. Schwab also will receive a fee (generally lower than the applicable commission on trades it executes) for clearance and settlement of trades executed through broker-dealers other than Schwab. Schwab's fees for trades executed at other broker-dealers are in addition to the other broker-dealer fees. Thus, GBB may have an incentive to cause trades to be executed through Schwab rather than another broker-dealer. GBB nevertheless acknowledges its duty to seek best execution of trades for client accounts. Trades for client accounts held</p>
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Complete amended pages in full, circle amended items and file with execution page (page 1).

Schedule F of  
Form ADV

Continuation Sheet for Form ADV Part II

GBB:  
Genovese Burford & Brothers Wealth and  
Retirement Plan Management, Inc.

SEC File Number:  
801- 36720

Date:  
05/13/2010

(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: Genovese Burford & Brothers Wealth and Retirement Plan Management, Inc.	IRS Empl. Ident. No.: 68-0207610
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	<p>in custody at Schwab may be executed through a different broker-dealer than trades for applicant's other clients. Thus, trades for accounts in custody at Schwab may be executed at different times and different prices than trades for other accounts that are executed at other broker-dealers.</p> <p>As a client of Schwab International, GBB takes advantage of software solutions provided by Schwab Performance Technologies® and GBB receives a discount of up to \$1500 on our Portfolio Center fees. This discount applies to the overall fees incurred during the current maintenance year of services only.</p> <p>Schwab also makes available to GBB other products and services that benefit GBB, but may not benefit its clients' accounts. Some of these other products and services assist GBB in managing and administering clients' accounts. These include software and other technology that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts), provide research, pricing information and other market data, facilitate payment of GBB's fees from its clients' accounts, and assist with back-office functions, recordkeeping and client reporting. Many of these services generally may be used to service all or a substantial number of GBB's accounts, including accounts not maintained at Schwab Institutional.</p> <p>Schwab also makes available to GBB other services intended to help GBB manage and further develop its business enterprise. These services may include consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance, and marketing. In addition, Schwab may make available, arrange and/or pay for these types of services rendered to GBB by independent third parties. Schwab may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to GBB. While as a fiduciary, GBB endeavors to act in its clients' best interests. GBB's [recommendation/requirement] that clients maintain their assets in accounts at Schwab may be based in part on the benefit to GBB of the availability of some of the foregoing products and services and not solely on the nature, cost or quality of custody and brokerage services provided by Schwab, which may create a potential conflict of interest.</p>
Miscellaneous	<p><b><u>Proxy Voting</u></b></p> <p>GBB acts as a discretionary investment adviser for various clients, including clients governed by the Employee Retirement Income Security Act of 1974 ("ERISA"). GBB will vote all proxies unless a client (including a "named fiduciary" under ERISA) specifically reserves the right, in writing, to vote its own proxies or to take shareholder action with respect to other corporate actions requiring shareholder actions. GBB will vote all proxies and act on all other actions in a timely manner as part of its full discretionary authority over client assets in accordance with GBB's policies and procedures dictating proxy and corporate action voting. Corporate actions may include, for example and without limitation, tender offers or exchanges, and class actions.</p> <p>When voting proxies or acting with respect to corporate actions for clients, GBB's utmost concern is that all decisions be made solely in the best interest of the client (and for ERISA accounts, plan beneficiaries and participants, in accordance with the letter and spirit of ERISA). GBB will act in a prudent and diligent manner intended to enhance the economic value of the assets of the client's account.</p> <p>In general, GBB will vote in accordance with its internal guidelines ("Guidelines") to vote proxies, however GBB reserves the right to depart from any of its Guidelines and make a voting decision on a case-by-case basis. Although many proxy proposals will be covered by GBB's Guidelines, GBB recognizes that some proposals require special consideration, and GBB will make a decision on a case-by-case basis in these situations. Where such a case-by-case determination is required, the Proxy</p>

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Continuation Sheet for Form ADV Part II

GBB:  
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Retirement Plan Management, Inc.

SEC File Number:  
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Date:  
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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: Genovese Burford & Brothers Wealth and Retirement Plan Management, Inc.		IRS Empl. Ident. No.: 68-0207610
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Voting Coordinator of GBB may, but is not required to, consult with other GBB personnel to determine the appropriate action on the matter. A copy of GBB's Guidelines can be viewable upon request.

**Privacy Policy**

GBB does not share or disclose customer information to nonaffiliated third parties except as permitted or required by law. GBB is committed to safeguarding the confidential information of its clients. GBB holds all personal information provided by clients in the strictest confidence and it is the objective of GBB to protect the privacy of all clients. Except as permitted or required by law, GBB does not share confidential information about clients with nonaffiliated parties. In the event that there were to be a change in this policy, GBB will provide clients with written notice and clients will be provided an opportunity to direct GBB as to whether such disclosure is permissible. GBB delivers a copy of its privacy policy to all clients on an annual basis.

To conduct regular business, GBB may collect personal information from sources such as:

- Information reported by the client on applications or other forms the client provides to GBB;
- Information about the clients' transactions implemented by others and viewable by GBB;
- Information developed as part of analyses or investment advisory services.

To administer, manage, service, and provide related services for client accounts, it is necessary for GBB to provide access to customer information within the firm and to nonaffiliated companies with whom GBB has entered into agreements with. To provide the utmost service, GBB may disclose the information below regarding customers and former customers, as necessary, to companies to perform certain services on GBB's behalf.

- Information GBB receives from the client on applications (name, social security number, address, assets, etc.);
- Information about the clients' transactions with GBB or others (account information, payment history, parties to transactions, etc.);
- Information concerning investment advisory account transactions;
- Information about a client's financial products and services with GBB.

**How We Protect Information**

GBB maintains the confidentiality of the information that its clients provide. GBB protects clients' information by meeting all laws setting forth procedures for providing physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. All people who work for the GBB are trained to handle clients' information properly in order to maintain its security. GBB also restricts access to personal information about clients to only those employees who need such information to provide service(s) to the client. GBB maintains physical, electronic, and procedural safeguards that comply with industry standards to guard clients' personal information. GBB does not to sell or market clients' or prospective clients' personal

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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

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information to third parties. GBB does not disclose any information about its clients or former clients to anyone, except as needed by our service providers (e.g., broker, accountants, attorneys and auditors) or as required by law.

**Changes in Privacy Policy**

GBB may modify the policy at any time. GBB will notify its current clients of any modifications.