

Valued Investor Planning (VIP) Agreement

**WELLS
FARGO****ADVISORS**

Client Name				Date / /	
Street Address					
City				State	ZIP Code
Financial Advisor Name	Sub Firm #	BR Code	FA Code	Branch	

The undersigned ("Client") hereby retains Wells Fargo Advisors Financial Network, LLC ("WFAFN, LLC") to provide the following Valued Investor Planning (VIP) Program Report and Presentations. WFAFN has entered into an agreement with Wells Fargo Advisors, LLC ("WFA, LLC"), a separate, non-bank affiliate of Wells Fargo & Company ("Wells Fargo") pursuant to which WFA, LLC acts as sub-adviser.

THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE LOCATED ON PAGE 3, PARAGRAPH 11. THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT WHICH CONTAINS THE WELLS FARGO ADVISORS FINANCIAL NETWORK, LLC VIP DISCLOSURE DOCUMENT.

Client Signature

Date / /

Print Name

Client Signature

Date / /

Print Name

Accepted By:

Regional Supervisor Signature

Date / /

Print Name

Investment products and services are offered through Wells Fargo Advisors Financial Network, LLC ("WFAFN"), member FINRA/SIPC, and a registered broker-dealer and non-bank affiliate of Wells Fargo and Company. WFAFN uses the trade name Wells Fargo Advisors.

This Agreement sets forth the terms, objectives and any limitations of the Financial Planning services offered by Wells Fargo Advisors Financial Network, LLC ("WFAFN") and its sub-adviser Wells Fargo, LLC ("WFA, LLC"), which are collectively referred to as Wells Fargo Advisors ("WFA"). As used herein, the term "we", "us" and "our" refers to Wells Fargo Advisors.

1. The Valued Investor Planning (VIP) program includes an in-person visit by the client to WFAFN, LLC's St. Louis Home Office. Prior to the visit, the client will provide financial data that is used to prepare a comprehensive financial report. This report, along with the advice given during the Home Office visit, constitutes the financial plan for purposes of the VIP program ("financial plan" or "VIP program"). During the visit, the specialists who prepared the financial plan will meet with the client and present various sections of the plan, which can include (based upon the client's needs and financial plan data): asset allocation; equity strategies, fixed-income investment strategies; concentrated equity strategies; stock option analysis; private money management alternatives; retirement planning strategies; estate planning strategies; philanthropic planning; and education suggestions for children. Each VIP visit concludes with an Action Plan summarizing key issues and outlining action steps for consideration. Currently, there is no charge for the VIP financial plan. WFAFN, LLC is under no obligation to update the financial plan. Any advisory service established with WFAFN, LLC concerning the financial plan concludes with Client's completion of the Home Office visit and/or the receipt of the VIP financial plan report.
2. Each plan will include a written report to Client based on the information that Client has supplied to us. We assume no responsibility for the accuracy or completeness of the information supplied by Client that is used in the production of the financial plan. The accuracy or completeness of this information also may affect the results and any recommendations contained in the financial plan. The financial plan prepared by us is based not only on Client's current financial situation and goals but also our understanding of current tax and other applicable laws and regulations. The information and recommendations contained in Client's financial plan are current as of the date of Client's plan. Unless Client is updating a plan that we previously provided Client, the plan will not reflect any subsequent changes to Client's financial situation, goals or any subsequent changes to tax or other applicable laws or regulations. Client will have the sole responsibility for determining whether, when and how to implement any of the suggestions contained in the financial plan. There is no requirement that Client implement any of the suggestions or otherwise conduct business through WFAFN, LLC or its affiliates.
3. The VIP program does not attempt to address all financial issues that may impact Client but are limited to the areas included in the specific financial planning service. We, for example, generally do not include health insurance, automobile insurance, homeowners insurance, or umbrella liability insurance in any of the financial plans. Except for these areas, each financial plan may be modified to include other financial planning areas as mutually agreed to by us and Client in writing.
4. **Potential conflicts may arise between Client's interests and ours in executing transactions through us as a broker-dealer if Client chooses to implement all or part of a financial plan through WFAFN, LLC. If Client chooses, at Client's sole discretion, to implement all or part of a financial plan and execute transactions through us, we will act as a broker-dealer, not an investment advisor, unless we have otherwise agreed with Client in writing. As a broker-dealer, we will execute transactions as agent or principal and will charge Client commissions, mark-ups, transaction fees, and/or other charges. These charges are in addition to the Financial Planning fee, if any. The Financial Advisor who presents Client's financial plan is a registered representative of WFAFN, LLC and thus will receive a portion of the compensation paid to us in connection with the execution of transactions. This compensation is in addition to the compensation the Financial Advisor may receive in connection with preparing the financial plan. Products recommended by us may include proprietary products of WFAFN, LLC or its affiliates. Client should note that we have an incentive to recommend proprietary products because we or our affiliates earn more compensation from the sale of these products than from the sale of non-proprietary products. More information about conflicts of interest is contained in the Valued Investor Planning (VIP) Disclosure Document and in the WFAFN, LLC ADV, Part II.**
5. All financial computations and projections that are included in the VIP program are based on hypothetical assumptions. These assumptions should not be interpreted as a reflection of current rates of return nor as a guarantee of future rates of return or results. The results and effectiveness of Client's VIP program may be affected by any difference between these hypothetical assumptions and actual results in the future. Client should carefully monitor for these differences as Client implement Client's financial plan.
6. Client understands that the financial planning services are not intended to constitute tax or legal advice. Client should consult with Client's tax professionals and attorney before Client initiates any action recommended by us in Client's financial plan. References to laws on the disposition of property at death or through the use of lifetime trusts are general in nature and do not attempt to examine all available estate planning techniques.
7. Either party may terminate this Agreement at any time prior to the completion of the services under this Agreement (the delivery of the written financial plan) by written notice to the other party at the address specified herein (or such other address as specified by either party to the other in writing). If Client or we terminate this Agreement, we will rebate a portion of the financial planning fee, if any, to Client, depending on the percentage completion of the plan. If the Client has not received the Disclosure Document at least two days prior to entering into the Agreement, the Client has the right to terminate the Agreement, without penalty, within 5 business days after entering into the Agreement.

8. This Agreement shall not be assignable by either party without the prior consent of the other.
9. This agreement is made and will be interpreted under applicable Federal law, including the Federal Arbitration Act, and the laws of the State of New York, regardless of choice of laws thereof.
10. Subject to applicable law and unless Client elects otherwise under our Privacy Policy, Client expressly agrees that we and our affiliates within Wells Fargo & Company with which Client maintains any account relationship may share information, including information furnished to us in connection with Client's financial plan, with each other for such purposes as we, in our sole discretion, may deem necessary or appropriate.

11. ARBITRATION.

Arbitration Disclosures:

This Agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- **All of the parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which the claim is filed.**
- **Arbitration awards are generally final and binding; a party's ability to reverse or modify an arbitration award is very limited.**
- **The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
- **The arbitrators do not have to explain the reason(s) for their award.**
- **The panel of arbitrators typically will include a minority of arbitrators who were or are affiliated with the securities industry.**
- **The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.**
- **The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.**

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

- (i) the class certification is denied; or**
- (ii) the class is decertified; or**
- (iii) the Client is excluded from the class by the court.**

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

With respect to controversies or disputes which may arise between Client and us (including our affiliates) under this Agreement concerning matters involving alleged violations of the Investment Advisers Act of 1940, as amended, (the "Advisers Act") or applicable state investment advisory laws, it is understood that the Securities and Exchange Commission and various state securities regulatory agencies believe that an agreement to submit disputes to arbitration does not constitute a waiver of any rights provided under the Advisers Act or applicable state investment advisory laws, including the right to choose a forum, whether by arbitration or adjudication, in which to seek the resolution of disputes.

Arbitration Provision:

It is agreed that all controversies or disputes which may arise between Client and WFAFN, LLC (including controversies or disputes with WFAFN, LLC's clearing agent (collectively, "us") concerning any transaction or the construction, performance or breach of this Agreement or any other agreement between us, whether entered into prior to, on, or subsequent to the date of this Agreement, including any controversy concerning whether an issue is arbitrable, shall be determined by arbitration conducted before, and only before, an arbitration panel set up by the Financial Industry Regulatory Authority ("FINRA") in accordance with its respective arbitration procedures. Any of us may initiate arbitration by filing a written claim with FINRA. Any arbitration under this Agreement will be conducted pursuant to the Federal Arbitration Act and the Laws of the State of New York.

801-37967



Wells Fargo Advisors Financial Network, LLC

**Valued Investor Planning (VIP)
Disclosure Document**

A Service of Wells Fargo Advisors Financial Network, LLC

March 2010

This brochure provides Clients with information about Wells Fargo Advisors Financial Network, LLC ("WFAFN, LLC") and the Valued Investor Planning (VIP) program provided by WFAFN, LLC that should be considered before becoming a financial planning Client of WFAFN, LLC. This information has not been approved or verified by any governmental authority. The advisory services described in this brochure are not insured or otherwise protected by the Federal Deposit Insurance Corporation or any other governmental agency and involve risk, including the possible loss of principal.

Investment products and services are offered through Wells Fargo Advisors Financial Network, LLC ("WFAFN"), member FINRA/SIPC, and a registered broker-dealer and non-bank affiliate of Wells Fargo and Company. WFAFN uses the trade name Wells Fargo Advisors.

One North Jefferson
St. Louis, MO 63103
Phone: 314-955-3000

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About Wells Fargo Advisors Financial Network, LLC

Wells Fargo Advisors Financial Network, LLC ("WFAFN") is a broker-dealer registered with the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as amended, an investment adviser registered with the SEC under the Investment Advisers Act of 1940 ("Investment Advisers Act"), a futures commission merchant. It is also a member of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investors Protection Corporation ("SIPC"). The principal address of WFAFN is One North Jefferson Ave. St. Louis, MO 63103.

WFAFN has entered into an agreement with Wells Fargo Advisors, LLC ("WFA,LLC"), a non-bank affiliate of WFAFN, pursuant to which WFA, LLC may act as sub-adviser and/or service provider to WFAFN with respect to the Programs. WFA, LLC is a member of the New York Stock Exchange, Inc. ("NYSE") and the principal stock exchanges in the nation, as well as the FINRA and SIPC. WFA, LLC also is an investment adviser registered with the SEC under the Investment Advisers Act.

WFAFN, WFA, LLC and First Clearing, LLC ("FCLLC") are owned indirectly by Wells Fargo & Company.

The terms "We", "Our", "Us" and "WFAFN" refer to Wells Fargo Advisors Financial Network, LLC, its affiliates, including, but not limited to, Wells Fargo & Company, and its agent with respect to any services performed by such agent.

Valued Investor Planning (VIP)

The Valued Investor Planning (VIP) program includes an in-person visit by the client to WFAFN, LLC's St. Louis Home Office. Prior to the visit, the client will provide financial data that is used to prepare a comprehensive financial report. This report, along with the advice given during the Home Office visit, constitutes the financial plan for purposes of the VIP program ("financial plan" or "VIP program"). During the visit, the specialists who prepared the financial plan will meet with the client and present various sections of the plan, which can include (based upon the client's needs and financial data): asset allocation; equity strategies; fixed-income investment strategies; concentrated equity strategies; stock option analysis; private money management alternatives; retirement planning strategies; estate planning strategies; philanthropic planning; and education suggestions for children. Each VIP visit concludes with an Action Plan summarizing key issues and outlining action steps for consideration. Currently, there is no charge for the VIP financial plan. WFAFN, LLC is under no obligation to update the financial plan. Any advisory service established with WFAFN, LLC concerning the financial plan concludes with Client's completion of the Home Office visit and/or the receipt of the VIP financial plan report.

* The names of these programs are service marks of The Prudential Insurance Company of America and are used herein under license.

Other

The services rendered in the VIP program are one-time financial plans, not ongoing advice. Client may request an updated VIP program by completing an updated client agreement and may be subject to an additional fee.

Recommendations

Financial planning advice may involve recommendations regarding general asset classes (e.g., equities (both domestic and foreign), debt, government securities, and municipal securities or general types of investment vehicles in which Client may invest. Investment techniques and strategies recommended in a financial plan generally will involve long-term or short-term holdings of securities or other investment products, and insurance and trust strategies, depending on Client's financial goals, objectives and desires.

Unless otherwise specifically agreed to by WFAFN, LLC, neither the Key Client Solutions Group, nor Client's Financial Advisor shall have duties or obligations with respect to the implementation of Client's financial plan and, without limiting the generality of the foregoing, they shall have no duty or obligations to provide investment advisory or investment management services to Client that are outside the scope of the services discussed above.

WFAFN, LLC recommends that each financial planning Client work closely not only with his or her Financial Advisor in the course of formulating a financial plan, but also with Client's legal, estate planning, tax, accounting and other special advisors (collectively, "Specialists"). For the convenience of Clients and in order to provide Clients with a "seamless" financial plan that efficiently incorporates legal, estate planning, and tax accounting matters, WFAFN, LLC, and its Financial Advisors may maintain ongoing relationships with certain legal, accounting and consulting firms with whom they may consult and to whom they may refer Clients for advice on those matters. See "Certain Conflicts", below. However, no Client is obligated to use the services of any such firm, and neither WFAFN, LLC nor Client's Financial Advisor assumes any responsibility for recommendations made, advice given or documentation provided to Client by any such firm.

Each Specialist retained by Client will act solely as agent for Client and not for WFAFN, LLC.

Services are Non Discretionary

WFAFN, LLC provides the services described above as solely on a "non-discretionary" basis, i.e., WFAFN, LLC's function is to make recommendations or provide information to Client or Client's agents, and WFAFN, LLC does not have authority to cause Client or the Client's agents to act upon recommendations made or information provided by WFAFN, LLC to Client or Client's agents. Each Client will at all times retain the sole discretion to elect whether or not to follow or act upon any recommendation made or information provided by WFAFN, LLC or Client's Financial Advisor.

Other Matters

WFAFN, LLC and Client's Financial Advisor will not provide legal or accounting advice, and any fees payable by Client under the VIP Client Agreement cover only the services rendered by WFAFN, LLC and do not cover fees of Client's Specialists. In this regard, WFAFN, LLC and Client's Financial Advisor are not responsible for drafting or providing any legal or other documentation, or taking any other action relating to or arising from implementation of Client's financial plan (subject to the considerations set forth in the following paragraph).

Even though the VIP program is offered at no charge to the Client, Client is still responsible for all fees and expenses (such as investment management fees and brokerage expenses) incurred in connection with the implementation of a financial plan. Client may elect to implement a financial plan in whole or in part through WFAFN, LLC, but it is under no obligation to do so. In the event Client elects to implement a financial plan through WFAFN, LLC, Client will be provided with an appropriate disclosure document describing the nature and extent of the services provided by WFAFN, LLC, the fees charges by WFAFN, LLC for those services and other related matters. The fees charged by WFAFN, LLC in connection with the implementation of a financial plan are in addition to the fees incurred by Client in connection with the formulation of that plan.

Supervisors

WFAFN, LLC associated persons participating in providing or soliciting financial planning services are required to have prior brokerage related experience, plus the required industry examinations and registrations, if any. WFAFN, LLC key officers and investment professionals supervise the appropriateness of financial planning services for use by its Financial Advisors. These individuals are designated as Principal Executive Officers in the Appendix to this brochure.

Certain Financial Advisors may prepare the preliminary plan and work with the Key Client Solutions Group to finalize the planning recommendations. These Financial Advisors are supervised by their branch manager and have met additional requirements, including financial planning training and experience, and have been certified by the Firm to participate in these activities.

Key Client Solutions Group's staff providing financial planning services is supervised by the persons designated as WFAFN, LLC supervisors in the Appendix to this brochure ("Supervisors"). Supervisors are required to have industry or other appropriate experience or hold an appropriate managerial or supervisory position with WFAFN, LLC. The Supervisors have overall responsibility for determining the parameters and direction of WFAFN, LLC's various financial planning services.

Sources of Information

The sources of information used to provide recommendations include research materials, newspapers and magazines, and regulatory and legal publications.

Certain Conflicts

VIP Clients should be aware that:

- Unless separately disclosed and agreed to by Client (and then only to the extent permitted by law), WFAFN, LLC will receive no direct monetary benefit from legal, accounting or consulting firms to whom it may refer financial planning Clients. At the same time, it is recognized that firms to whom WFAFN, LLC refers financial planning Clients may in the past have recommended and in the future may recommend potential financial planning Clients to WFAFN, LLC.
- WFAFN, LLC and its affiliates and Client's Financial Advisor may perform, among other things, investment banking, research, brokerage and investment advisory or management services for other Clients, and may earn transactional compensation, investment advisory or management fees and other consideration for such activities.
- **Potential conflicts may arise between Client's interests and ours in executing transactions through us as a broker-dealer if Client chooses to implement all or part of a financial plan through WFAFN, LLC. If Client chooses, at Client's sole discretion, to implement all or part of a financial plan and execute transactions through us, we will act as a broker-dealer, not an investment advisor, unless we have otherwise agreed with Client in writing. As a broker-dealer, we will execute transactions as agent or principal and will charge Client commissions, mark-ups, transaction fees, and/or other charges. These charges are in addition to the Financial Planning fee, if any. The Financial Advisor who presents Client's financial plan is a registered representative of WFAFN, LLC and thus will receive a portion of the compensation paid to us in connection with the execution of transactions. This compensation is in addition to the compensation WFAFN, LLC and the Financial Advisor receives in connection with preparing and presenting the financial plan. Products recommended by us may include proprietary products of WFAFN, LLC or its affiliates. Client should note that we have an incentive to recommend proprietary products because we or our affiliates earn more compensation from the sale of these products than from the sale of non-proprietary products. More information about conflicts of interest is contained within this document and in the WFAFN, LLC Form ADV, Part II.**
- A portion of the fees or commissions charged for the services associated with implementation may be paid to our Financial Advisors in connection with the introduction of accounts as well as for providing client-related services within the Programs. This compensation may be more or less than a Financial Advisor would receive if Clients paid separately for, where applicable, investment advice, brokerage, and other services. WFAFN, LLC may also advance to Financial Advisors a portion of the first year's estimated fees for Clients who invest in a Program. WFAFN, LLC, from time to time, awards cash and non-cash compensation to Financial Advisors who refer existing Clients to other products and services of WFAFN, LLC or its affiliates (such as mortgages, insurance products and financial plans), or who open advisory accounts for new Clients, when these referrals and new accounts are deemed to be in the best interests of the Client. Therefore, Financial Advisors may have a financial incentive to recommend these advisory programs over other programs and services.

- From time to time, WFAFN, LLC initiates incentive programs for Associates including Financial Advisors. These programs include, but are not limited to: programs that compensate associates for attracting new assets and clients to WFAFN, LLC or referring business to its affiliates (such as referrals for mortgages, trusts, or insurance services); programs that reward associates for promoting investment advisory services, preparing Envision investment plans, participating in advanced training, and improving client service; and programs that reward Financial Advisors who meet total production criteria.
- Financial Advisors who participate in these incentive programs may be rewarded with cash and/or non-cash compensation, such as deferred compensation, bonuses, training symposiums and recognition trips. Portions of these programs may be subsidized by external vendors and WFAFN, LLC affiliates, such as mutual fund companies, insurance carriers, or money managers. Therefore, Financial Advisors and other associates have a financial incentive to recommend the programs and services included in these incentive programs over other available products and services offered by WFAFN, LLC.

Wells Fargo Advisors Financial Network, LLC Business Activities and Affiliations

Wells Fargo Advisors Financial Network, LLC, is a leading national securities firm providing investment and other financial services to individual, corporate and institutional clients. WFAFN, LLC is a registered broker-dealer, investment adviser and futures commission merchant.

Accounts are carried by First Clearing, LLC (FCLLC), a qualified custodian. FCLLC is an affiliate of WFAFN, LLC and owned indirectly by Wells Fargo & Company (Wells Fargo). WFAFN, LLC and FCLLC are members of all principal stock exchanges in the United States, including the New York Stock Exchange and NASDAQ. WFAFN, LLC and FCLLC are also members of the Financial Industry Regulatory Authority (FINRA) and the Securities Investor Protection Corporation (SIPC). FCLLC may also route Client transactions through its affiliate, Wells Fargo Securities, LLC. WFAFN, LLC is a non-bank affiliate of Wells Fargo & Company.

WFAFN, LLC is not a bank or thrift and is a separate and distinct corporate entity from its affiliated banks. Unless otherwise stated as the case, the investment advisory services offered and the underlying stock, bonds, mutual funds and other securities bought or sold through WFAFN, LLC are not deposits of any bank and are not insured or otherwise protected by the Federal Deposit Insurance Corporation ("FDIC") or another government agency; are not an obligation of any bank or any affiliate of WFAFN, LLC; are not endorsed or guaranteed by Wells Fargo & Company, WFAFN, LLC, or any bank or any affiliate of WFAFN, LLC; and involve investment risk including possible loss of principal. Cash balances in client accounts may be held in a depository product sponsored by a Wells Fargo entity. This product is protected by FDIC insurance.

Our obligations and commitments are not those of any affiliated bank or thrift and such bank or thrift is not responsible for securities sold or purchased by us. As a general matter, unless otherwise stated as the case, we may be a principal, or may be engaged in underwriting, with respect to, or may purchase from or sell to an affiliate, those securities for which we are providing broker, advisory or other services to its customers. In addition, we or our affiliates may act as an investment adviser to issuers whose securities may be sold to Client.

From time to time, a bank or thrift affiliated with us may lend money to an issuer of securities underwritten or privately placed by us. The prospectus or other offering documentation provided in connection with such underwriting or private placement will disclose to the extent required by applicable securities laws (i) the existence of any material lending relationship by any affiliate of ours with such an issuer and (ii) whether the proceeds of an issuance of such securities will be used by the issuer to repay any outstanding indebtedness to any of our affiliates.

WFAFN, LLC has a number of related persons that may provide investment management and related financial services to Program clients. The advisory services offered by these investment managers are described more fully in their Disclosure Documents and/or Form ADV, Part II. The identity of these related persons and summary of the products and services follows.

Wells Fargo & Company also provides retail brokerage and investment advisory services through Wells Fargo Investments, LLC, H.D. Vest Advisory Services and H.D. Vest Investment Securities, Inc.

Evergreen Investment Management Co., LLC is a registered investment adviser and wholly-owned subsidiary of Wells Fargo & Company, and is the adviser to money market sweep vehicles available to program clients.

Evergreen Investment Management Co., LLC provides investment advisory services to the Evergreen Funds. These funds may be purchased in WFAFN, LLC's brokerage accounts and advisory programs.

Wells Fargo Funds Management, LLC, is a registered investment adviser and wholly-owned subsidiary of Wells Fargo & Company that provides investment advisory services to the Wells Fargo Advantage Funds. These funds may be purchased in WFAFN, LLC's brokerage accounts and advisory programs.

Wells Capital Management Incorporated, Evergreen Investment Management Co., LLC, Tattersall Advisory Group, Inc., First International Advisors, LLC, Metropolitan West Capital Management, LLC, and Golden Capital Management, LLC affiliates of Wells Fargo & Company may serve as advisers and/or sub-advisers through WFAFN, LLC's separately managed account program services and to certain of the Evergreen Funds.

Alternative Strategies Group, Inc. (formerly known as Wachovia Alternatives Strategies, Inc.), a registered investment adviser and wholly-owned subsidiary of Wells Fargo & Company, provides investment advisory services and is the adviser to alternative investments available to Asset Advisor clients.

The affiliated funds offered through the Programs may have provisions to allow sales through advisors at net asset value. In such cases, the Client understands that there is a potential conflict of interest where the advisor and/or WFAFN, LLC offers, recommends, and invests clients in the affiliated funds because, where permitted by law, WFAFN, LLC and its affiliates would receive the Program compensation and the compensation for services provided to the fund.

We and our affiliates may give advice and take action in the performance of our duties to Clients that differ from advice given, or the timing and nature of action taken, with respect to other program Clients and/or Clients in other advisory programs. Additionally, we and our affiliates, from time to time, may not be free to divulge or act upon certain information in their possession on behalf of investment banking or other Clients.

WFAFN, LLC will not sell client information to other companies for marketing purposes. WFAFN, LLC employs strict security standards and safeguards to protect our Client's personal information and prevent fraud. In addition, WFAFN, LLC will continue to protect our Client's privacy even if they cease being our Client.

For more information, please read our Privacy Statement, visit a Wells Fargo Advisors Financial Network office or call your Financial Advisor. With client's written permission, obtained via client agreement or other written communication, we may provide client information electronically to client's investment manager and/or agent of such manager. WFAFN, LLC reserves the right, at its discretion, to refuse to provide such requested information. Furthermore, in compliance with our Privacy Policy, we accept client instructions to discontinue providing such information.

Termination

Client Agreement between WFAFN, LLC and Client will terminate when all services to be performed by WFAFN, LLC thereunder have been performed and all fees, if any, payable by Client to WFAFN, LLC thereunder have been paid, but also may be terminated earlier by either party by giving written notice to the other. Upon an early termination by Client, or by WFAFN, LLC for cause (as defined in Client Agreement), Client shall remain responsible for compensating WFAFN, LLC for Services rendered up to the time of termination. If WFAFN, LLC terminates Client agreement without cause, Client shall not be obligated to compensate WFAFN, LLC for services thereunder. Subject to the provisions of the preceding sentence, termination of Client Agreement shall not affect the liabilities or obligations of the parties arising from or in connection with services performed prior to such termination.

If Client has not received this Disclosure Document at least two days prior to entering into Client Agreement, Client has the right to terminate Client Agreement, without penalty, within five business days after entering into Client Agreement.

APPENDIX

Executive Personnel

As a minimum criterion for providing advisory services, we require a college degree or satisfactory past business experience in the area in which the employee is employed, plus the required industry examinations and registrations, if any. The educational and preceding five years' business backgrounds of key officers and members of Wells Fargo Advisors Financial Network's Board of Managers are as follows:

Name: Diane P. Gabriel, *Managing Director, Branch Network*
Born: 1960
Education: Goucher College, B.A., 1982
Business: Wells Fargo Advisors Financial Network, LLC, and its predecessors and affiliated firms, 9/1996 to present

Name: Kevin B. Hurley, *Chief Compliance Officer - Regulatory, Products and Advisory Services*
Born: 1954
Education: Boston College, B.A., 1982
Georgetown University School of Law, JD, 1980
Business: Wells Fargo Advisors, and its predecessor and affiliated firms, 3/2003 to present

Name: John G. Peluso, Jr., *President - Wells Fargo Advisors Financial Network, LLC*
Born: 1965
Education: College of William and Mary, B.A., 1987
Virginia Commonwealth University, M.B.A., 1995
Business: Wells Fargo Advisors Financial Network and its predecessor and affiliated firms, 11/1988 to present
Wells Fargo Advisors, LLC, *Operating Committee Member*, 3/2005 to present

Name: Paul C. Sankovich, *Director of Compliance*
Born: 1970
Education: Cornell University, B.S., 1993
Business: Wells Fargo Advisors Financial Network and its predecessor and affiliated firms, 8/2006 to present
Wells Fargo Advisors, LLC, and its predecessor and affiliated firms, 1/2000 to present

Supervisors

As a minimum criterion for providing advisory services, we require a college degree or satisfactory past business experience in the area in which the employee is employed, plus the required industry examinations and registrations, if any. The educational and preceding five years' business backgrounds of key officers of Wells Fargo Advisors, LLC, providing guidance to the Program is as follows:

Name: Gregory W. Denton, *Director of Life Event Services*
Born: 1956
Education: University of Southern Indiana, B.S. in Marketing, 1982
Business: Wells Fargo Advisors, LLC, and its predecessor and affiliate firms, 1990 to present

Name: Steven H. Garrett, *Managing Director of Key Client Solutions Group*
Born: 1958
Education: Bloomsburg University of Pennsylvania, B.S., B.A., 1980
Business: Wells Fargo Advisors, LLC, and its predecessor and affiliate firms, 1993 to present

Name: Ronald G. Sherod, *Director of Affluent Client Planning*
Born: 1947
Education: Washington University, B.S.B.A., 1973
Washington University, J.D., 1976
Washington University, M.B.A., 1977
Business: Wells Fargo Advisors, LLC, and its predecessor and affiliate firms, 1994 to present