

**Schedule F of
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant:	SEC File Number:	Date:
The Bradford Financial Center	801-68117	04/07/2010

(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: The Bradford Financial Center	IRS Empl. Ident. No.: 42-1253638
Item of Form (identify)	Answer

1. D.

ADVISORY SERVICES & FEES

Financial Planning;

The Bradford Financial Center (BFC) provides comprehensive financial planning, supplying analysis and recommendations in the areas of business planning, estate planning, tax planning, retirement planning, children's education, pension analysis, deferred compensation analysis, and life and health insurance. The professional staff carefully reviews the questionnaire and all related documents supplied by the client and prepares a written report. Implementing the recommendations requires the client working closely with his/her attorney, accountant, insurance agent, and stockbroker. However, implementation is entirely at the client's discretion.

The plan and report(s) include:

1. A general discussion of the impact of taxes and inflation upon asset accumulation of financial security in the present and in the future.
2. A summary of assumptions used in preparing the financial plan and/or estate analysis.
3. Detailed discussion of the client's objectives and consideration of personal risk attitudes.
4. Recommendations for attainment of objectives and additional steps to be considered in the achievement of financial security.

Additional plans may include retirement planning, business planning, business structure, estate analysis, and conservation planning, and other specialized objectives that a particular client may request.

The fee will be the planner's time, which is hourly or a percentage of client's assets. The hourly rate varies (from \$100-\$300) depending on the number of recommendations implemented, the legal documents needed, legal services needed, and staff personnel time required. A maximum fee will be determined at the time the advisory contract is signed. The client may terminate the advisory contract at any time and a refund of all unearned fees will be made based on the time and effort expended by BFC before the termination with the exception that all fees will be refunded if the agreement is terminated within five business days of its signing date. If a client feels the job was done poorly, the client will be able to reduce the bill from its original amount to the value he feels he has received. The agreement terminates upon presentation of the written plan.

Should outside consultants be required in areas of special expertise, their fees or time charges will be in addition to the planner's fees. Client will be notified of these fees in advance of outside consultation.

Fees for reports and/or reviews at the client requests will be based as follows:

1. Trust- Based on number of changes in registrations on securities, legal documents needed, legal services needed, and staff personnel required.
2. Consulting services are based on complexity and value added to the client as well as time expended. The amount of assets directed will have a bearing on the final cost.
3. Analyzation- \$100.00 is charged per annual report per time. All fees are disclosed at the time, mutually agreed upon, and set prior to the signing of the agreement.
4. Business Administration and Development includes providing the client advice on matters related to start up and existing business administration and development. This service

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includes but not limited to specific administration and or development advice, budgeting, counseling, bookkeeping, inventory control, marketing, administration, supervision, special project development, and business planning. This fee shall be documented and agreed upon the signing of this contract.

Fees are payable at the time of signing the agreement in advance of written reports and/or consultations. There may be exceptions to this fee agreement when mutually arranged by planner and client, but is not encouraged.

Fees for ongoing investment analyzation valuation services shall be billed and payable in advance quarterly, semi-annually, or annually as agreed to by the client and Bradford. The following fee schedule is representative of what is charged on the ongoing investment analyzation valuation and consulting services contract. This fee is negotiable as agreed to in writing.

Amount under advisory/management	Annual Fee
A. \$ 0 - \$ 999,999	2.00%
B. \$ 1,000,000 - \$ 4,999,999	1.60%
C. \$ 5,000,000 - \$ 19,999,999	1.30%
D. \$20,000,000 - \$46,999,999	1.10%
E. Over \$50,000,000	0.90%
F. Other	

The principals and associated persons of BFC do contract with outside law firms to perform estate planning, tax planning, trust planning, and any other legal advice that may be requested by client and/or representative. The client is under no obligation to implement any advice that is represented.

The principals and associated persons of BFC do contract with outside pension consultants to perform actuarial services. Any referrals that are made will be compensated for.

The principals and associated persons of BFC do contract with outside accounting firms to perform tax planning and any other recommendations. Any referrals that are made will be compensated for. The client is under no obligation to implement or purchase any service or recommendation that is presented.

WATCH AND MANAGE SERVICE;

- a. Should the market dictate a change the Bradford may sell my position in investments covered under the Watch and Manage Service and transfer cash into a money market should the investor desire. New investment possibilities are to be discussed verbally or in writing between the Advisor and Investor before the new purchasing position may be taken.
- b. I realize it is Bradford's policy to not recommend the sale and purchase of securities unless a person's investment or personal objectives can better be served.
- c. I understand upon transferring from the investor base investment to money market and back again all sells transactions will be at minimum transaction charges with no commissions to the associated persons of the Registered Investment Adviser.
- d. I will incur a capital gain tax liability on any profit realized thus reducing my invested capital to the extent such capital gain tax, if any. This does not include retirement plans such as IRA's, profit sharing, pension, 401-1K Plans, and other tax deferred plans.
- e. The objective of the original investment will be considered for repurchases.
- f. If the investor should wish to exchange the base investment, risk maybe increased, decreased, or about the same depending on the new security position chosen by the client.
- g. Watch and manage attempts to protect the original investment from individual security and general market down turns; however we can not guarantee this objective will be met.
- h. Management may enhance the possibility of great profits in an ever-changing market, secure and protect profits already made in a security position.
- i. Material facts on which Bradford based a recommendation to liquidate the original investment are

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available upon request. When contacted by the Bradford the Investor will be informed of the move and why the switch was desirable.

- j. Material facts concerning a new investment recommendation will be automatically provided when agreement has been reached between the Bradford and Investor on which investment replaces the position in the existing security.
- k. Should an Investor request a completely new security any cost to transfer may need to be covered by the Investor. These costs must be identified by the Advisor before making a new purchase.

Quarterly advisory fee will be based on a percentage of client's assets using the Watch and Manage Service.

The annual advisory fee will range from .1% to 2% of client's assets.

Adviser also charges a set-up fee not to exceed 1% of the amount to be managed. This set-up fee applies to all new dollars coming into management. This set-up fee is non-refundable, except that if the client terminates this agreement within 5 (five) business days of its execution, the set-up fee shall be refunded in full.

The client shall pay BFC for services rendered pursuant to this agreement an annual fee calculated in accordance as negotiated between the client and BFC. The initial quarterly fee will be billed and payable in advance, based on the initial amount to be merged. The fee for subsequent quarters shall be based on the market value of the account at the end of each quarterly period. A fee for additional amounts invested shall be pro-rated for the remaining portion of the contractual quarter of deposit. Fees shall be payable (a) for the first quarter upon signing this agreement, (b) for additional amounts when deposited and (c) by each quarterly period. In the event of termination, the client may request a pro-rata refund of prepaid unearned fees.

Consulting Services for Appreciated Property

Includes providing custom benefit designs and approaches to structured sales of businesses, stocks, real estate, and other appreciated property with a focus on saving income and estate taxes. Tools used may include, but are not limited to, Structured Settlements, Deferred Sale Trust (DST), Private Annuity Trust (PAT), 1031 Exchanges, and other specialty tax planning strategies.

The RIA and Representative will not participate in any fees or administrative charges in relation to the legal and professional review, design, and implementation of any of these strategies. The fee shall not exceed 5%.

Types of Investments

- 3. K. Equipment leasing, food franchising, and cable television.
- 3. L. Real Estate Investment Trust

Sources of Information

- 4. B. (8) Independent rating services

Education and Business Standards

- 5. BFC requires a college education and/or experience in related areas (Tax Planning, Investments, Insurance, etc.)

Education and Business Background

- 6. James W. Tausz 12/29/1944 BA Degree – Sioux Falls College, MS Degree – South Dakota State University President Bradford Financial Center since 1970

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Marty Schimp since 1994	11/23/1963	BA Degree – Buena Vista University	Bradford Financial Center
Shallon Weis since 2005	7/3/1978	SEC Series 7, 63, 66 and 24 Licenses	Bradford Financial Center
Robert Goodman	11/06/1948	MBA – Lake Forest Graduate School of Management	Bradford Financial Center

Other Business Activities

7. (A) (B) (C)

The principals, associates, and professional staff of BFC are licensed as insurance agents and/or securities salespersons, and as such, are in the business of selling insurance products and/or securities. The sale of these services account for 50% of advisor's time.

Other Financial Industry Activities or Affiliations

8. C. (1)

The principals and associated personnel of BFC are Registered Representatives of United Planners', a FINRA Broker/ Dealer. United Planners' is made up of independent Register Representatives, ready to serve clients full investment needs through a wide choice of financial tools and professional account management.

BFC may recommend financial planning products offered by United Planners'. If these products are purchased by the client, the Registered Representative of United Planners' will receive the usual commission.

However, the client is under no obligation to purchase either through the Registered Representative or through United Planners'.

The BFC advisors are Registered Securities Representatives of United Planners' Financial Services of America, ("United Planners'") an SEC and FINRA registered Broker/Dealer. Under the rules and regulations of FINRA, United Planners' 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 required United Planners' to coordinate with, and have the cooperation of, the account custodian.

In order to fulfill its obligation, United Planners' has established a list of custodian and brokerage firms which 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 United Planners' who are investment advisors or other investment advisor entities which are affiliated with Registered Representatives of United Planners'. In certain instances, United Planners' will collect, as paying agent for (investment advisor), the investment advisory fee remitted to (investment advisor) by the account custodian and United Planners' will retain a portion as a charge to the investment advisor (not the client) for the functions United Planners' 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 (investment advisor) pursuant to the client's advisory agreement. A portion of the fee retained by United Planners' maybe re-allowed to other Registered Representatives of United Planners' who, as Registered Representatives of United Planners', are responsible for the supervision of other representatives and assist United Planners' with the functions described above.

8. C. (9)

Bradford Medical Insurance LLC is a licensed general agent for health, life disability income, with various insurance companies. The client is under no obligation to purchase any product that is presented. Bradford Medical Insurance LLC is wholly owned by Bradford Group as is Bradford Financial Center. Commissions earned by licensed Bradford Medical Insurance LLC agents are paid to Bradford Medical Insurance LLC.

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Participation or Interest in Client Transactions

9. B. The principals and associated persons of BFC are Registered Representatives of United Planners' and will be compensated by normal commission schedules. The principal is also a limited partner of United Planners' Financial Services of America and as such earns a share of the profits of UP based on the amount of fees generated including those from advisory clients.
9. D. BFC may recommend to clients the purchase or sale of investment products in which it 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 make 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. Associated persons of BFC in their capacity as Registered Representatives of United Planners' may receive such 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 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 a client account's net assets invested in such fund (the maximum allowed for no-load fund). The 12b-1 fee deferred sales charges and other fee arrangements will be disclosed upon request of the client and are typically described in the applicable fund's prospectus. Because of these compensation arrangements, a conflict of interest exists in connection with the recommendation of particular mutual fund investments for a client's account.
9. E. "At times the interests of my own account corresponds with my client's interests, and when I may do what I suggest that he do, but in each such instance I fully disclose this to him and, I am too small an advisor and investor to noticeably affect the market."

The investment advisor will maintain personal transaction records.

All rules and regulations of the investment advisor act of 1940 will be strictly enforced.

The investment advisor will not permit insider trading.

Investment advisor maintains a log of all trade errors and their resolution. Registrant reimburses clients for trade errors and allows clients to retain gains.

Investment or Brokerage Discretion

12. A. (1) & 12. A. (2) BFC has the written authority to reallocate client's portfolios on an on going basis without client consent prior to each transaction.
12. B. Because of the principals and associated persons of BFC are registered representatives of United Planners' Financial Services of America, if a client freely chooses to implement their advice, the broker dealer is United Planners' Financial Services of America.
12. Clients procured by solicitors will be given full written disclosure describing the terms and fee arrangements between BFC and the solicitor. Full disclosure will be provided at the time of solicitation pursuant to rule 206 (4)-3 of the investment advisors act of 1940. In addition all applicable federal and state laws will be observed.

Additional Compensation

13. A. "Associated persons of BFC, acting in their capacity as Registered Broker/Dealer Representatives of United Planners' may receive 12b-1 fees in connection with investments in certain mutual funds in advisory accounts. Please see items 9B&9D above." The investment advisor recommends insurance

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products to advisory clients. Any insurance sales commissions are paid to Bradford Medical Insurance LLC. Please see item 8C9 above.

13. B.

Solicitor is an agent of BFC's RIA providing advisory services or fees on behalf of BFC.

Solicitor's Referral fee which is to be paid by you to BFC as a one time, up-front fee on initial and any subsequent net new assets to be managed by BFC. This fee is separate from and in addition to, any other advisory fees for BFC, including fees for investment management services. This fee is then paid by BFC to its RIA Representative/solicitor for referring you to BFC. The RIA Representative/Solicitor will not participate in fees generated through investment and financial management decisions. This fee shall not exceed 5%.

Code of Ethics

The Advisers Act imposes a fiduciary duty on investment advisors. As a fiduciary, Bradford Financial Center has a duty of utmost good faith to act solely in the best interest of each of our clients. Our clients entrust us with their funds, which in turn places a high standard on our conduct and integrity. Our fiduciary duty compels all employees to act with the utmost integrity in all of our dealings. The fiduciary duty is the core principle underlying this Code of Ethics and represents the expected basis of all of our dealings with our clients.

We hold all our employees to strict Standards of Conduct to ensure protection of material nonpublic information. They are also held to a high code of personal conduct.

We will provide to any client or prospective client upon request our complete Code of Ethics.

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