



SEC No. 801-6667

**CIG Asset Management, Inc.
Form ADV, Part II, Schedule H
Investment Advisor Wrap Fee Program Brochure**

CIG Wealth Management Program

June 2010

This brochure provides clients with information about CIG Asset Management, Inc. and the CIG Wealth Management Program that should be considered before becoming a client of the CIG Wealth Management Program. This information has not been approved or verified by any governmental authority.

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Securities Offered Through CIG Securities, Inc., Member FINRA/SIPC.
Investment Advisory Services Available Through CIG Asset Management, Inc.,
a SEC Registered Investment Adviser. Insurance Services Provided by CIG Risk
Management, Inc. All are Wholly Owned Subsidiaries of CIG Corp.

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About CIG Asset Management, Inc. and the CIG Wealth Management Program

CIG Asset Management, Inc. (CIGAM), a SEC Registered Investment Adviser that provides investment advisory, financial planning and financial consulting services, provides investment advice to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations and other business entities. The purpose of this Schedule H Brochure is to describe the wrap fee program, sponsored by CIGAM, called "The CIG Wealth Management Program" pursuant to which investment advice and costs of trade executions are provided to clients for an all-inclusive wrap fee. The wrap fee program is only available on select platforms as indicated in CIGAM's current marketing materials. The Wealth Management wrap fee program is typically only offered for accounts larger than \$125,000. Additional details regarding CIGAM's business may be obtained by consulting CIGAM's form ADV Part II available on-line at by calling (248) 827-1010.

CIGAM, a SEC Registered Investment Adviser, has developed and offers a Wealth Management investment advisory and reporting program for use by CIGAM's Financial Consultants (hereinafter "Consultan[s]") in the implementation of the investment management and asset allocation plans they have designed for their Customers;

CIGAM utilizes four asset allocation models: CIG Capital Vantage seeks a balanced approach utilizing investments mainly in exchange traded funds (ETFs); CIG Capital Investment (Growth), which seeks capital appreciation using ETFs; CIG Wealth Vantage seeks a balanced approach utilizing investments in ETFs and income producing limited partnerships (LPs); CIG Dynamic Opportunities seeks a balanced approach utilizing ETFs, income producing LPs and hedge funds.

The wealth management program provides advice and asset allocation recommendations for client's various investments for a fee. These investments include, but are not limited to, individual equities, mutual funds, annuities, insurance and alternative assets, such as hedge funds, structured products and limited partnerships.

Throughout this Schedule H Brochure, "we," "us" or "our" refers to CIGAM and "you" or "your" refers to the client or prospective client.

CIGAM is also known as CIG Asset Management, Inc.

We custom tailor investment portfolios specifically designed for you based on the style of management you select. The process begins when you fill out a confidential, in-depth "Client Profile." The Client Profile will help you to clarify your financial objectives and goals, establish your tolerance to risk, and identify your most comfortable style of management. The Client Profile is used by our firm as the primary reference for managing your portfolio. You may also indicate any special instructions or limits that you wish us to follow in managing your assets.

Based on our analysis of your Client Profile, we will provide to you an Investment Policy Statement ("IPS") that clarifies your specific circumstances and shows an initial asset allocation for your portfolio. The specific selections within the mutual funds, variable annuities, exchange traded funds and/or other securities represent asset classes suited to your individual risk tolerance, goals, and management style. The specific percentages allocated to each asset class may vary due to the nature of asset performance and/or the investment management model selected.

Through our daily monitoring of relative strength and asset class risk factors, we may change your portfolio asset mix in order to help you meet your objectives. It is our intent to maintain a risk exposure commensurate with your objectives by using the various investment choices available under the investment management service selected by you.

To help us provide accurate and timely management of your invested assets, we may ask that you establish a custodial account with a designated custodian, including Legent Clearing, a custodian engaged by CIGAM's affiliate CIG Securities, Inc. However, assets may be held at a number of qualified custodians, including a mutual fund, a variable annuity insurance company, or an independent custodian selected by you. Your custodian maintains the underlying records for the assets held in your account. We will not serve as the custodian for your managed assets. You will be solely responsible for paying all the fees and charges of the custodian as stated in your agreement with the custodian. In order to facilitate our management services and simplify required paperwork, we have entered into an agreement with CIG Securities, Inc. to waive some of the customary charges remanded by Legent; however, you are under no obligation to select Legent as your custodian and you are free to select from dozens of custodians we are able to work with. You may, at any time, contact your custodian directly to obtain your account balance or take immediate action regarding your account; however, according to your investment advisory agreement with us, you must also provide us notice of your intentions so we do not take actions

contrary to your objectives (for example, if you contact your custodian directly and instruct them to move your account to cash, you must provide us notice so we do not reallocate your account against your wishes)

Securities or monies may be added to or withdrawn from your managed assets at any time; however, in order for CIGAM to maintain accurate information regarding your account you must provide us with written notice of any such additions or withdrawals. We are not responsible for accurate reporting if you fail to provide us accurate information. We strive to maintain your account data as accurate as possible; however, we rely on accurate reporting provided to us by your custodian through electronic or other means. We are not responsible for inaccurate data provided by your custodian. You must promptly submit to us in writing any changes to your Client Profile, or any changes to any information you have provided to us regarding the management of your assets.

Maintaining proper records and documentation regarding your account is important to us. As a new client of CIGAM, you will be able to access our web site at www.cigcorporation.com and view your account information. General information regarding how to obtain secured web access to your account is given to you after we accept your account. In addition, your Wealth Manager and our IT Department are available to answer any questions regarding your account or account access at (248) 827-1010.

Fee Schedule and Services Offered

For our investment management services, we charge an advisory fee based on a percentage of the market value of the average daily balance of all your assets under management in your portfolio during each advisory billing fee period. Your advisory fees will be charged and billed in advance, either quarterly or monthly, as specified in your investment advisory agreement. You will also be billed for additional monies added to your account during the advisory fee period; however, no adjustments will be made to your bill for monies withdrawn. In any partial advisory fee cycle, the advisory fee will be pro-rated based on the number of days the assets are under management during the particular advisory fee period.

The advisory fees paid to us represent fees for management of your account and are separate from any other fees and expenses charged by other parties; therefore, the advisory fees shown in this ADV represent only the fees paid to us and do not reflect operating expenses and other costs charged by the mutual funds, variable annuities or other products you may be invested in and it is important you understand that these expenses and costs are ultimately borne by you, as the shareholder. In addition, mutual funds or variable annuities may charge contingent deferred sales charges ("CDSC") on withdrawals. We are not responsible for any CDSC charges incurred through our management of your portfolio or for any transaction costs incurred while managing your assets. A complete description of all fees and expenses of the securities in which you are invested are contained in the relevant prospectuses. We also advise you to carefully review your custody agreement with your custodian as there may be custodial fees and other service fees charged to you by your custodian.

You may request that related accounts be combined in order to meet fee break points and reduce the advisory fee charged. We reserve the right to waive the advisory fee for certain accounts such as employee accounts and personal accounts of solicitors who refer business to us. The standard fee schedules and minimum account sizes indicated for the investment management services identified below are **negotiable** and as a result clients with similar assets may have differing fee schedules and pay different fees. The actual fee CIGAM will charge shall be fully disclosed in the Management Customer Agreement entered into with the client.

Clients who negotiate a flat fee schedule may or may not pay a higher fee than those who pay under a tiered schedule, depending on asset levels.

The same or similar investment advisory services may be available from other investment advisers for a lower fee. The advisory fee (which includes transaction costs) may be more or less costly than paying for the services separately, depending upon the investment advisory fees charged, the number of transactions for the account, the level of brokerage and other fees that would be payable if the client obtained the services available under the program individually.

Your investments in the Wealth Management investment service may also be subject to other fees and charges imposed by other third parties, such as: in the case of mutual fund investments, mutual fund investment management fees, 12b-1 distribution fees, administrative servicing fees, and contingent deferred sales charges upon redemption of previously purchased mutual funds; in the case of purchases made in connection with an individual retirement account or other qualified plan, various IRA and qualified retirement plan fees; and, in the case of all investments, clearing, custody and other transaction charges and service fees. Other parties may receive a portion of these third-party fees.

Wealth Management

The Wealth Management investment management service is a strategy in which you will be invested in exchange traded funds ("ETFs"), individual securities and/or mutual funds with CIGAM acting as the asset allocation overlay manager. The overall portfolio will utilize a strategic allocation approach will be formalized into a strategic model allocation according to a client's risk profile. In addition to the core strategic allocation the strategy will, from time-to-time, employ tactical repositioning of the domestic equity portion of the portfolio in accordance to the firm's dynamic equity asset modeling. Some strategies may also employ the use of options as a way to hedge equity exposure and reduce overall risk to the portfolio. Based on your individual investment objectives, we may honor special requests regarding available mutual funds, ETFs and/or other securities to be utilized as well as investment research and sub-advisers

Your portfolio allocation will be based on your individual characteristics as determined from your Client Profile. This service may be best suited for clients wishing to have greater control over portfolio transactions, cash flow streams and/or greater visibility to the actual holdings of the portfolio. The Wealth Management investment management service is considered a "wrap fee program" where the trading costs are not billed separately to the client. Depending on the unique characteristics of the client's risk profile, asset class aversion, social consciousness (i.e. religious views), and the associated tax costs, the Wealth Management investment management service policies may be adjusted from time to time. As applicable, we may substitute certain securities within an asset class to accommodate client requests or objectives beyond the standard ETFs called for in the allocation model.

The standard (tiered) fee schedule for this service is:

Initial Fee*: Assets Under Management:

2.5%* on first \$250,000

2.0 on next 250,000

1.8 on next 250,000

1.5 on next 250,000

1.0 on next 500,000

0.8 on any amount over 1,500,000

*\$250 monthly fee on first \$125,000

Example:

Account Asset Value Annual Fee (%) Annual Fee (\$)

\$1,000,000 1.950% \$19,500

2,000,000 1.425% \$28,500

5,000,000 1.050% \$52,500

Methods of Analysis and Investment Strategies.

Assets in our Wealth Management investment management service are managed, at least in part, utilizing a strategic allocation approach that seeks to target long-term exposure to a set of non-correlated asset classes based on the tenants of Modern Portfolio Theory which is anticipated to provide an optimal level of diversification over the long term. The resulting long-term target allocation has been formalized into a strategic model allocation according to a client's risk profile. Tactical changes may also be made within the domestic equity portion of the portfolio which involves the rotation of domestic equity exposure among the four major styles of equity investment: large cap value, large cap growth, small cap growth and small cap value to reflect current economic conditions and asset class return assumptions in accordance to the firm's dynamic equity asset modeling.

Some strategies may also employ the use of options as a way to hedge equity exposure and reduce overall risk to the portfolio during times of high risk-to-reward periods determined by an in-house model. Instead of varying equity exposure when we believe the market presents more risk than reward we will instead maintain the stated level of equity exposure determined by the strategic allocation model and limit risk (ie exposure) through the purchase of put options. The strategy calls for the purchase of puts on the S&P 500 index (or on the SPY ETF) with an expiration 2 months out from when the signal was generated. The strike prices will be determined by our model but will generally be several percent (2-3%) out-of-the-money. The amount of exposure we intend to hedge using this strategy will also be determined by our models but will generally range from 50-100%.

We will still utilize our four equity style allocation rotation model (Russell 1000 (large) value or growth and Russell 2000 (small) value or growth) to gain exposure to domestic equities but use S&P 500 derivatives as a proxy for hedging our equity exposure. We do this for two reasons: 1. Liquidity – options contracts on the Russell 1000 value and growth index and Russell 2000 value and growth index and too thinly traded to effectively hedge all of the equity exposure within managed accounts while S&P 500 options are heavily traded

and can adequately address our current and expected future needs. 2. Most of our market timing models and our benchmarking have been back-tested, filtered and based on the subsequent performance of the S&P 500 making it more a more appropriate proxy when we hedge exposure against "market" declines.

Our asset allocation strategies seek to be invested in the asset classes that are exhibiting the best characteristics for sustained market leadership and overweight or underweight asset classes in accordance with your individual objectives, risk tolerance, and the investment service selected by you.

Termination

We may terminate our Investment Advisory Agreement with you at any time by providing you with written notice. The wealth management program can be terminated with written notice from the client. Clients receive a refund of any Management Fee or deposit not already earned by CIGAM. There are no termination fees for advisory accounts, however the custodian of funds may charge for account transfers.

Education and Business Standards.

We believe that providing investment advice is a very complex and specialized field and therefore we expect those individuals who determine or give investment advice for us to meet certain minimum educational requirements. We require our investment committee members to have earned a college degree and have had previous experience in securities analysis.

Officers and Investment Committee.

CIGAM has an investment committee comprised of CIGAM portfolio managers and other management of CIGAM. The investment committee is responsible for the prudent management of CIGAM assets. The investment committee meets on at least a quarterly basis to discuss, in general terms, CIGAM's risk management, asset allocation, investment strategy, and performance. The members of the investment committee are identified below. The investment committee may also invite others to serve as advisors or consultants to the committee.

Name: Osman Radwan Minkara

Year of Birth: 1970

Education: Bachelor of Science in Finance, Wayne State University, Detroit, Michigan; Advanced Management Program, Oxford

University, Oxford, UK; Masters of Business Administration, New York University, London School of Economics and HEC

5 Year Employment History: CIG Asset Management, 8/03 to present; CIG Securities (fka, Capital Investment Group), 10/97 – present;

Berthel Fisher, 3/03 - 9/04

Name: Richard Gonzales

Year of Birth: 1947

Education: Bachelors of Science in Mathematics and General Science, University of Houston; Executive Management Study Program, Harvard Business School;

5 Year Employment History: CIG Corp. - 10/08 to present; CBA Securities, 12/03 - 10/08; KB Financial Management Consulting, 10/02 - 12/03

Name: Kimberlee Levy, JD

Year of Birth: 1974

Education: Bachelors of Arts in Social Science, Michigan State University; Juris Doctor, DePaul University College of Law

5 Year Employment History: CIG Corp. - 1/09 – present; Munder Capital Management - 6/01 - 11/08

Name: David Martin, CFA

Year of Birth: 1969

Education: Bachelors of Arts in Economics, University of Michigan; Chartered Financial Analyst candidate

5 Year Employment History: CIG Corp. - 11/04 – present; First New York Securities - 1/04 - 8/04; Schonfeld Securities - 9/02 - 1/04

Name: Benjamin Klamo

Year of Birth: 1982

Education: Bachelor of Arts in Economics, University of Michigan; Master of Business Administration, Wayne State University

5 Year Employment History: Ameriprise Financial (formerly H&R Block Financial Advisors) 1/2004 – 11/2009.

Other Financial Industry Activities or Affiliations.

CIGAM has an affiliated broker-dealer, insurance agency, two hedge funds, two private placements and three general managers as described below:

BROKER-DEALER

Related Persons: CIG Securities, Inc. (CIG Securities)

Relationships and Arrangements with Related Persons:

CIG Securities, Inc.

The principal executive officers and other related employees of CIGAM are officers, managers, and/or registered representatives of CIG Securities, a registered broker-dealer and FINRA member. These individuals will be able to effect limited securities transactions for advisory clients, and CIG Securities may receive separate and customary compensation for this activity and may pay a portion of the compensation to these individuals. In some circumstances, CIG Securities may receive customary compensation from mutual fund companies and/or variable annuity companies, including 12b-1 fees, for performing certain administrative and/or shareholder servicing related tasks associated with a CIGAM client's investments in such securities. CIG Securities' securities business is primarily limited to mutual fund shares, exchange traded funds and variable insurance contracts. Both CIGAM and CIG Securities are wholly owned subsidiaries of CIG Corp.

INSURANCE AGENCY

Related Persons: CIG Risk Management, Inc.

Relationships and Arrangements with Related Persons: CIG Risk Management, Inc

The principal executive officers and other related employees of CIGAM are officers, managers, and/or registered agents of CIG Risk Management, Inc. These individuals will be able to effect limited insurance transactions for advisory clients, and CIG Risk Management may receive separate and customary compensation for this activity and may pay a portion of the compensation to these individuals. CIG Risk Management's securities business is primarily limited to life and disability insurance contracts. Both CIGAM and CIG Risk Management are wholly owned subsidiaries of CIG Corp.

HEDGE FUNDS

Related Persons: CIG CAM, LP.

Relationships and Arrangements with Related Persons: CIG CAM, LP

The principal executive officers and other related employees of CIGAM are managers of CIG CAM, LP, a limited partnership organized under the Delaware Revised Uniform Limited Partnership Act, which offers limited partnership interests in the Partnership in a private placement pursuant to Section 4(2) of the Securities Act of 1933, as amended and Regulation D promulgated thereunder. The Partnership was formed to pool investment funds of its investors and together with the General Partner for the purpose of investing and trading in a wide variety of securities and financial instruments, primarily focusing on publicly traded equity securities.

CIG Partners, LLC, a Delaware limited liability company, is the general partner of the Partnership and is responsible for the overall management of the Partnership's affairs. CIG Asset Management, Inc., a Michigan corporation, is the investment manager of the Partnership. The Investment Manager has discretionary investment authority over the Partnership's assets. As the principal equity holder and executive of the General Partner and the Investment Manager, Osman R. Minkara ("Principal") controls all of the Partnership's operations and activities. David M. Martin is the portfolio manager for the Partnership. The Investment Manager also provides investment advisory services to CIG PlenaStrategy Fund, LP, a Delaware limited partnership ("**CIG PLENA**"), and to separately managed accounts.

CIGAM may recommend CIG CAM to its advisory clients as an investment in client portfolios if deemed suitable. CIG Partners and CIG Asset Management may receive separate and customary compensation for this activity and may pay a portion of the compensation to individuals employed by or in control of these entities. Both CIGAM and CIG CAM, LP are under common control by Osman Minkara.

Related Persons: CIG PlenaStrategy Fund, LP

Relationships and Arrangements with Related Persons: CIG PlenaStrategy Fund, LP

The principal executive officers and other related employees of CIGAM are managers of CIG PlenaStrategy Fund, LP, a limited partnership organized under the Delaware Revised Uniform Limited Partnership Act, which offers limited partnership interests in the Partnership in a private placement pursuant to Section 4(2) of the Securities Act of 1933, as amended and Regulation D promulgated thereunder. The Partnership was formed to pool investment funds of its investors and invest such funds with a number of portfolio managers selected by the Investment Manager (as defined below). In industry parlance, the Partnership is a “fund-of-funds.” As further described herein, the Managers invest the Partnership's assets in a wide variety of securities and other financial instruments, domestic and foreign.

CIG Partners, LLC, a Delaware limited liability company, is the general partner of the Partnership and is responsible for the management of the Partnership's affairs. CIG Asset Management, Inc., a Michigan corporation, is the investment manager of the Partnership and has discretionary investment authority over the Partnership's assets. The Investment Manager also provides investment advisory services to CIG CAM, LP, a Delaware limited partnership (“**CIG CAM**”), and to separately managed accounts. As the principal equity holder and executive of the General Partner and the Investment Manager, Osman R. Minkara controls all of the Partnership's operations and activities, and is the primary portfolio manager of the Partnership.

CIG Partners and CIG Asset Management may receive separate and customary compensation for this activity and may pay a portion of the compensation to individuals employed by or in control of these entities. Both CIGAM and CIG PLENA are under common control by Osman Minkara. This fund is closed to new investments.

GENERAL MANAGERS

Related Persons: CIG Venture Management, LLC.

Relationships and Arrangements with Related Persons: CIG Venture Management, LLC.

CIG Venture Management, LLC, a Michigan limited liability company, is the general manager of GenOne – CIG, LLC. Osman R. Minkara is a member and the sole manager of the Manager. Both CIG Corp., the parent company to CIGAM, and CIG Venture Management are owned by Osman Minkara

Related Persons: CIG Partners, LLC.

Relationships and Arrangements with Related Persons: CIG Partners, LLC.

CIG Partners, LLC, is a Delaware limited liability company, is the general partner of the CAM and Plena Strategy Fund Limited Partnerships and is responsible for the overall management of the Partnership affairs. Osman R. Minkara is the principal equity holder and executive of the General Partner and the Investment Manager, CIG Asset Management, Inc., of both Partnerships. As such he controls all of the Partnership's operations and activities. David M. Martin is the portfolio manager for the CAM, LP portfolio. Payments to the General Manager and Investment Manager are detailed below. Both CIG Corp., the parent company to CIGAM, and CIG Partners are owned by Osman Minkara

Related Persons: CIG Realty, LLC.,

Relationships and Arrangements with Related Persons: CIG Realty, LLC.

CIG Realty, LLC, a Michigan limited liability company manages Madison Business Park Investments, LLC. The Company will be managed by CIG. Osman R. Minkara is a member and the sole manager of the Manager. Both CIG Corp., the parent company to CIGAM, and CIG Realty are owned by Osman Minkara

Participation or Interest in Client Transactions.

The executive officers and other employees of CIGAM, as licensed registered representatives of a broker/dealer or licensed agents of an insurance agency, are able to effect securities or insurance transactions for separate and typical compensation. Those licensed individuals may recommend their broker/dealer to our advisory clients; however, clients are under no obligation to effect transactions through any recommended broker or dealer. We advise you, the client, that you are not under any obligation to engage these individuals when considering implementation of any advisory recommendations made by us. Where possible, CIGAM will recommend no-load mutual funds or load mutual funds available at Net Asset Value ("NAV").

Limited Partnership Investments

CIG Asset Management, Inc. may place clients in investments in Limited Partnerships investing in Real Estate Investment Trusts, Equipment Leasing and Financing Fund for which the affiliated broker/dealer, CIG Securities, Inc. maybe paid a commission. These investments will be included in the assets under management for fee computation purposes.

Insurance Products

CIG Asset Management, Inc. may, from time to time, in the course of its financial planning services, recommend that a client invest in a variable insurance product or purchase a life or disability or other type of insurance contract for with the affiliated insurance agency, CIG Risk Management, Inc. or broker/dealer, CIG Securities, Inc. may receive a commission.

Employee Trading

CIGAM and its employees may buy or sell securities identical to those recommended to our clients. It is our express policy that any person employed by us is prohibited from profiting at the expense of our clients and from competing with our clients.

We may recommend **Affiliated Funds**, such as those described below, to clients. Clients have the right, at any time, to prohibit us from investing any of their managed assets in **Affiliated Funds**.

CIG CAM, LP

Conflicts of Interest

CIG Partners, LLC.

CIG Partners, LLC the general partner of the CIG CAM, LP, is managed by Osman R. Minkara, the principal equity holder and executive of the Company. As such he controls all of the Partnership's operations and activities. The Manager of CIG Partners, LLC. (i) will devote only such time and efforts to the business of the Company as they determine are necessary, and (ii) are not prohibited from engaging in activities that are competitive with the Company. It is expected that affiliates of the Manager may act in similar roles in the future. Performance of the functions assigned to the Manager in the Operating Agreement of the Company and of those functions assigned to affiliates of the Manager on behalf of other entities may present conflicts of interest. The Manager and its affiliates will attempt to resolve these conflicts of interest in a manner consistent with their fiduciary duties to the respective entities with which they are affiliated.

The Manager and its affiliates, including CIG Asset Management, Inc., will receive substantial fees and other compensation in connection with this offering. In addition, the Manager or one or more of its affiliates, including CIG Asset Management, Inc., may perform management, business or financial consulting, or other similar services with respect to the Company and the CIG CAM, LP, and may receive fees and commissions as consideration for these services, at market rates. The Manager and CIG Asset Management, Inc. have been and will be subject to conflicts of interest in establishing certain of those fees and other compensation. The affiliation of CIG Asset Management, Inc. with the Manager also creates certain conflicts of interest for CIG Asset Management, Inc. and the Manager.

General. The General Partner, CIG Partners, is accountable to the Partnership as a fiduciary and, consequently, must exercise good faith and integrity in handling the business of the Partnership. Nevertheless, in the conduct of such business, conflicts may arise between the interests of the General Partner (and its affiliates) and those of investors, and you should be aware of these conflicts of interest before investing.

No Obligation of Full-Time Service. Neither the General Partner, CIG Partners, the Investment Manager, CIGAM, nor Mr. Minkara has any obligation to devote their full time to the business of the Partnership. They are only required to devote such time and attention to the affairs of the Partnership as they decide is appropriate, and they may engage in other activities or ventures, including competing ventures and/or unrelated employment, which result in various conflicts of interest between such persons and the Partnership.

Advisory Services to Others. In addition to managing the Partnership's investments, the General Partner, CIG Partners, the Investment Manager, CIGAM, Mr. Minkara and their affiliates may provide investment management services to other persons, including other private investment funds that may employ an investment program and strategy substantially similar to that used by the Partnership ("Affiliated Funds"). From time to time, any of these vehicles or management companies may employ a similar investment strategy to the Partnership, or part of its portfolio. The trades made by Affiliated Funds or other client accounts that may be managed by the Investment Manager or its principals or affiliates in the future may compete with trades for the Partnership's account, and the Investment Manager or its principals or affiliates may decide to invest the funds of these accounts or clients rather than the assets of the Partnership in a particular security or strategy. In addition, the Investment Manager and/or such other persons will determine the allocation of funds from the Partnership and such other accounts and clients to investment strategies and techniques on whatever basis they decide is appropriate. The records of these accounts and clients will not be made available to Limited Partners. Nonetheless, in the event that certain securities, instruments and other assets are suitable for acquisition by the Partnership and by other accounts managed by the Investment Manager or its principals or affiliates, and the Investment Manager or such other persons are not able to acquire the desired aggregate amount of such securities, instruments and other assets on terms and conditions which they deem advisable, the Investment Manager and such persons will endeavor in good faith to allocate the limited amount of such investment opportunities among the various accounts for which they consider to be suitable.

In addition, the Investment Manager and such other persons will determine the allocation of funds from the Partnership and such other accounts or clients to investment strategies and techniques on whatever basis they consider appropriate or desirable in their sole and absolute discretion.

Diverse Limited Partners. The Limited Partners may include taxable and tax-exempt entities and persons or entities resident of or organized in various jurisdictions. As a result, conflicts of interest may arise in connection with decisions made by the General Partner, CIG Partners and the Investment Manager and CIGAM, that may be more beneficial for one type of Limited Partner than for another type of Limited Partner. In making such decisions, the General Partner and the Investment Manager intend to consider the investment objectives of the Partnership as a whole, not the investment objectives of any Limited Partner individually.

Use of Third Party Marketers. The General Partner may enter into fee sharing arrangements with third party marketers or solicitors who refer investors to the Partnership. Such third party marketers may have a conflict of interest in advising prospective investors whether to purchase or redeem Interests.

Personal Trading by The General Partner, CIG Partners, the Investment Manager, CIGAM, and Affiliates. The General Partner, CIG Partners, the Investment Manager, CIGAM, and their principals and affiliates may make trades and investments for their own accounts. In these accounts, any such person may use trading and investment methods that are similar to, or substantially different from, the methods used by them to direct the Partnership's account. The records of these personal accounts will not be made available to Limited Partners.

Lack of Separate Representation. Neither the Partnership Agreement nor any of the agreements, contracts and arrangements between the Partnership, on the one hand, and the General Partner and/or the Investment Manager, on the other hand, were or will be the result of arm's-length negotiations. The attorneys, accountants and others who have performed services for the Partnership in connection with this offering, and who will perform services for the Partnership in the future, have been and will be selected by the General Partner. No independent counsel has been retained to represent the interests of prospective investors or Limited Partners, and the Partnership Agreement has not been reviewed by any attorney on their behalf. You are therefore urged to consult your own counsel as to the terms and provisions of the Partnership Agreement and all other related documents.

Soft Dollars and Directed Brokerage. The General Partner and the Investment Manager may be offered non-monetary benefits or "soft dollars" by brokers to induce the General Partner or the Investment Manager to engage such brokers to execute certain transactions on behalf of the Partnership. These soft dollars may take the form of research and other related services regarding investments and may be available for use by The General Partner, CIG Partners, the Investment Manager, CIGAM, or their affiliates in connection with transactions in which the Partnership does not participate. Brokers may also solicit or refer investors to invest in the Partnership. The availability of these benefits may influence the General Partner or the Investment Manager to select one broker rather than another to perform services for the Partnership. The General Partner and the Investment Manager intend to use reasonable efforts so that either the fees and costs for services provided to the Partnership by such brokers are reasonable in relation to the fees and costs charged by other equally capable brokers not offering such services or that the Partnership also will benefit from the services.

Valuation of Assets. The General Partner will calculate the Net Asset Value of the Partnership and the Limited Partners' capital accounts and value the investments held by the Partnership in accordance with GAAP (except that organizational costs may be capitalized and amortized over a period of 60 months), this Memorandum and the Partnership Agreement. Any securities, commodities, options, other instruments and other assets held by the Partnership for which there is no clear valuation (e.g. no quoted prices) are assigned a value as

reasonably determined by the General Partner, in consultation with the Investment Manager and such industry professionals and other third parties as the General Partner deems appropriate. The General Partner and the Investment Manager each have a conflict of interest in that the General Partner will receive a higher Performance Allocation and the Investment Manager will receive a higher Management Fee if the securities are given a favorable valuation. See "SUMMARY OF PARTNERSHIP TERMS – Determination of Net Asset Value" in the Memorandum for more information.

Broad Discretionary Power to Choose Investments and Strategies. The Investment Management Agreement gives the Investment Manager broad discretionary power to decide what investments the Partnership will make and what strategies it will use. While the Investment Manager currently intends to use the strategies described in the "INVESTMENT PROGRAM," it is not obligated to do so, and it may choose any other investments and strategies that it believes are advisable.

Management Fees. The Partnership has entered into an investment management agreement with the Investment Manager, CIGAM, to manage the Partnership's portfolio. In consideration for services provided pursuant to the Investment Management Agreement, the Investment Manager shall receive a monthly management fee equal to 0.125% (approximately 1.5% annually) of each Limited Partner's share of the Partnership's Net Asset Value (as defined in the Private Placement Memorandum). The Management Fee shall be payable to the Investment Manager monthly in advance and calculated as of the first day of each month. A pro rata Management Fee will be charged to Limited Partners on any amounts accepted by the General Partner, CIG Partners, LLC, as investments in the midst of any month. No part of the Management Fee will be refunded in the event that a Limited Partner withdraws all or any of the value in the Limited Partner's capital account during a month. Management Fees shall be payable with respect to the Interests of a Limited Partner in any Side Pocket Account (as defined below). With respect to any Limited Partner who has withdrawn from the Partnership, with the exception of any interests in a Side Pocket Account, the Management Fees shall accrue until, and be paid at, the time of the reallocation of the Limited Partner's Interests in the Side Pocket Account. The Investment Manager, in its sole discretion, may waive or reduce the Management Fee with respect to one or more Limited Partners for any period of time, or agree to apply a different Management Fee for that Limited Partner (all such arrangements in the form of a rebate or otherwise).

Performance Allocation. As consideration for services pursuant to the Partnership Agreement, the General Partner, CIG Partners, shall receive an annual performance allocation at the close of each fiscal year equal to 20% of the portion of the Partnership's annual net income (including realized and unrealized gains and net of the Management Fee) attributable to each Limited Partner. The Performance Allocation shall be subject to a Loss Carryforward provision (sometimes referred to as a "high water mark" - that is, if a Limited Partner's capital account has a net loss in any fiscal year, this loss will be recorded and carried forward as to such Limited Partner to future fiscal years). The General Partner will not receive the Performance Allocation from such Limited Partner in any future fiscal year until the Loss Carryforward amount for such Limited Partner has been recovered (i.e., when the Loss Carryforward amount has been exceeded by the cumulative profits allocable to such Limited Partner for the fiscal years following the Loss Carryforward). Once the Loss Carryforward has been recovered, the Performance Allocation shall be based on the excess profits (over the Loss Carryforward amount) as to such Limited Partner, rather than on all profits. The "high water mark" procedure prevents the General Partner from receiving the Performance Allocation as to profits that simply restore previous losses and is intended to ensure that the Performance Allocation is based on the long-term performance of an investment in the Partnership. The Performance Allocation shall not include any change in the value of a security or other financial instrument held in a Side Pocket Account, until such security or other financial instrument (or the proceeds thereof) is reallocated to the capital accounts of participating Partners.

Upon any withdrawal by a Limited Partner, whether voluntary or involuntary, the General Partner shall also receive the Performance Allocation with respect to the amounts withdrawn. The General Partner shall also receive the Performance Allocation upon dissolution of the Partnership. The Performance Allocation shall be in addition to the proportionate allocations of income and profits, or losses, to the General Partner and/or its affiliates based upon their capital accounts relative to the capital accounts of all Partners. The General Partner, in its sole discretion, may waive or reduce the Performance Allocation with respect to any Limited Partner for any period of time, or agree to modify the Performance Allocation for that Limited Partner. The General Partner may, in its discretion, reallocate a portion of the Performance Allocation to certain Limited Partners.

Organizational Expenses. The Partnership shall pay or reimburse the General Partner, CIG Partners, the Investment Manager, CIGAM, and/or their affiliates for all expenses related to the organization and initial offering expenses of the Partnership, including, but not limited to, legal and accounting fees, printing and mailing expenses and government filing fees (including blue sky filing fees). To the extent the Partnership pays or reimburses other parties for them, the Partnership's organizational and initial offering expenses, may be, for accounting purposes, amortized by the Partnership for up to a 60 month period. Amortization of such expenses over a period that is up to 60 months is a divergence from U.S. generally accepted accounting principles ("GAAP"). If the Partnership is terminated within 60 months of its commencement, any unamortized expenses will be recognized. If a Limited Partner makes a withdrawal prior to the end of the period during which the Partnership is amortizing expenses, the Partnership may, but is not required to, accelerate a proportionate share of the unamortized expenses based upon the amount being withdrawn and reduce withdrawal proceeds accordingly.

Operating Expenses. The Partnership shall pay, or reimburse the General Partner, CIG Partners, the Investment Manager, CIGAM, and its affiliates, for (A) all expenses incurred in connection with the ongoing offer and sale of Interests, including, but not limited to, marketing expenses, documentation of performance and the admission of Limited Partners, (B) all operating expenses of the Partnership such as tax preparation fees, governmental fees and taxes, administrator fees, communications with Limited Partners, and ongoing legal, accounting, auditing, bookkeeping, consulting and other professional fees and expenses, (C) all Partnership research and investment related costs and expenses (e.g., brokerage commissions, margin interest, expenses related to short sales, custodial fees and clearing and settlement charges) and (D) all fees and other expenses incurred in connection with the investigation, prosecution or defense of any claims, assertion of rights or pursuit of remedies, by or against the Partnership, including, without limitation, professional and other advisory and consulting expenses and travel expenses, and whether or not pursuant to bankruptcy or other legal proceedings, or participation in informal committees of creditors or other security holders of an issuer.

Each of The General Partner, CIG Partners, the Investment Manager, CIGAM, or any of their respective affiliates, in its sole discretion, may from time to time pay for any of the foregoing Partnership expenses. The General Partner and the Investment Manager may elect to be reimbursed for such expenses, or to waive their right to reimbursement for any such expenses, as well as terminate any such voluntary payment or waiver of reimbursement.

General Partner's and Investment Manager's Expenses. The General Partner and the Investment Manager will pay their own general operating and overhead type expenses associated with providing the management and investment management services required under the Partnership Agreement and the Investment Management Agreement, respectively. These expenses include all expenses incurred by the General Partner and the Investment Manager in providing for their normal operating overhead, including, but not limited to, the cost of providing relevant support and administrative services (e.g., employee compensation and benefits, rent, office equipment, insurance, utilities, telephone, secretarial and bookkeeping services, etc.), but not including any Partnership operating expenses described above. However, the General Partner and the Investment Manager may use "soft dollar" commissions generated by the Partnership's securities transactions to pay for certain research related expenses that the General Partner and the Investment Manager might otherwise have to bear or that otherwise benefit The General Partner, CIG Partners, the Investment Manager, CIGAM, and their affiliates

The foregoing list of risk factors does not purport to be a complete enumeration or explanation of the risks involved in an investment in the Partnership. Offerees should read the entire Memorandum and the Partnership Agreement and consult with their own advisors before deciding to purchase Interests.

CIG PlenaStrategy Fund, LP & CIG Partners, LLC

CONFLICTS OF INTEREST

CIG Partners, LLC.

CIG Partners, LLC the general partner of the CIG PlenaStrategy Fund is managed by Osman R. Minkara, the principal equity holder and executive of the Company. As such he controls all of the Partnership's operations and activities. The Manager of CIG Partners, LLC. (i) will devote only such time and efforts to the business of the Company as they determine are necessary, and (ii) are not prohibited from engaging in activities that are competitive with the Company. It is expected that affiliates of the Manager may act in similar roles in the future. Performance of the functions assigned to the Manager in the Operating Agreement of the Company and of those functions assigned to affiliates of the Manager on behalf of other entities may present conflicts of interest. The Manager and its affiliates will attempt to resolve these conflicts of interest in a manner consistent with their fiduciary duties to the respective entities with which they are affiliated.

The Manager and its affiliates, including CIG Asset Management, Inc., will receive substantial fees and other compensation in connection with this offering. In addition, the Manager or one or more of its affiliates, including CIG Asset Management, Inc., may perform management, business or financial consulting, or other similar services with respect to the Company and the CIG PlenaStrategy Fund, LP, and may receive fees and commissions as consideration for these services, at market rates. The Manager and CIG Asset Management, Inc. have been and will be subject to conflicts of interest in establishing certain of those fees and other compensation. The affiliation of CIG Asset Management, Inc. with the Manager also creates certain conflicts of interest for CIG Asset Management, Inc. and the Manager.

No Obligation of Full-Time Service. Neither the General Partner, CIG Partners, the Investment Manager, CIGAM, nor Mr. Minkara has any obligation to devote their full time to the business of the Partnership. They are only required to devote such time and attention to the affairs of the Partnership as they decide is appropriate, and they may engage in other activities or ventures, including competing ventures and/or

unrelated employment, which result in various conflicts of interest between such persons and the Partnership.

Advisory Services to Others. In addition to managing the Partnership's investments, the General Partner, CIG Partners, the Investment Manager, CIGAM, Mr. Minkara and their affiliates may provide investment management services to other persons, including other private investment funds that may employ an investment program and strategy substantially similar to that used by the Partnership ("Affiliated Funds"). From time to time, any of these vehicles or management companies may employ a similar investment strategy to the Partnership, or part of its portfolio. The trades made by Affiliated Funds or other client accounts that may be managed by the Investment Manager or its principals or affiliates in the future may compete with trades for the Partnership's account, and the Investment Manager or its principals or affiliates may decide to invest the funds of these accounts or clients rather than the assets of the Partnership in a particular security or strategy. In addition, the Investment Manager and/or such other persons will determine the allocation of funds from the Partnership and such other accounts and clients to investment strategies and techniques on whatever basis they decide is appropriate. The records of these accounts and clients will not be made available to Limited Partners. Nonetheless, in the event that certain securities, instruments and other assets are suitable for acquisition by the Partnership and by other accounts managed by the Investment Manager or its principals or affiliates, and the Investment Manager or such other persons are not able to acquire the desired aggregate amount of such securities, instruments and other assets on terms and conditions which they deem advisable, the Investment Manager and such persons will endeavor in good faith to allocate the limited amount of such investment opportunities among the various accounts for which they consider to be suitable.

In addition, the Investment Manager and such other persons will determine the allocation of funds from the Partnership and such other accounts or clients to investment strategies and techniques on whatever basis they consider appropriate or desirable in their sole and absolute discretion.

Diverse Limited Partners. The Limited Partners may include taxable and tax-exempt entities and persons or entities resident of or organized in various jurisdictions. As a result, conflicts of interest may arise in connection with decisions made by the General Partner, CIG Partners and the Investment Manager and CIGAM, that may be more beneficial for one type of Limited Partner than for another type of Limited Partner. In making such decisions, the General Partner and the Investment Manager intend to consider the investment objectives of the Partnership as a whole, not the investment objectives of any Limited Partner individually.

Use of Third Party Marketers. The General Partner may enter into fee sharing arrangements with third party marketers or solicitors who refer investors to the Partnership. Such third party marketers may have a conflict of interest in advising prospective investors whether to purchase or redeem Interests.

Personal Trading by The General Partner, CIG Partners, the Investment Manager, CIGAM, and Affiliates. The General Partner, CIG Partners, the Investment Manager, CIGAM, and their principals and affiliates may make trades and investments for their own accounts. In these accounts, any such person may use trading and investment methods that are similar to, or substantially different from, the methods used by them to direct the Partnership's account. The records of these personal accounts will not be made available to Limited Partners.

Lack of Separate Representation. Neither the Partnership Agreement nor any of the agreements, contracts and arrangements between the Partnership, on the one hand, and the General Partner and/or the Investment Manager, on the other hand, were or will be the result of arm's-length negotiations. The attorneys, accountants and others who have performed services for the Partnership in connection with this offering, and who will perform services for the Partnership in the future, have been and will be selected by the General Partner. No independent counsel has been retained to represent the interests of prospective investors or Limited Partners, and the Partnership Agreement has not been reviewed by any attorney on their behalf. You are therefore urged to consult your own counsel as to the terms and provisions of the Partnership Agreement and all other related documents.

Soft Dollars and Directed Brokerage. The General Partner and the Investment Manager may be offered non-monetary benefits or "soft dollars" by brokers to induce the General Partner or the Investment Manager to engage such brokers to execute certain transactions on behalf of the Partnership. These soft dollars may take the form of research and other related services regarding investments and may be available for use by The General Partner, CIG Partners, the Investment Manager, CIGAM, or their affiliates in connection with transactions in which the Partnership does not participate. Brokers may also solicit or refer investors to invest in the Partnership. The availability of these benefits may influence the General Partner or the Investment Manager to select one broker rather than another to perform services for the Partnership. The General Partner and the Investment Manager intend to use reasonable efforts so that either the fees and costs for services provided to the Partnership by such brokers are reasonable in relation to the fees and costs charged by other equally capable brokers not offering such services or that the Partnership also will benefit from the services.

Valuation of Assets. The General Partner will calculate the Net Asset Value of the Partnership and the Limited Partners' capital accounts and value the investments held by the Partnership in accordance with GAAP (except that organizational costs may be capitalized and amortized over a period of 60 months), this Memorandum and the Partnership Agreement. Any securities, commodities, options, other

instruments and other assets held by the Partnership for which there is no clear valuation (e.g. no quoted prices) are assigned a value as reasonably determined by the General Partner, in consultation with the Investment Manager and such industry professionals and other third parties as the General Partner deems appropriate. The General Partner and the Investment Manager each have a conflict of interest in that the General Partner will receive a higher Performance Allocation and the Investment Manager will receive a higher Management Fee if the securities are given a favorable valuation. See "SUMMARY OF PARTNERSHIP TERMS – Determination of Net Asset Value" in the Memorandum for more information.

Manager Conflicts. Conflicts of interest may arise from the fact that Managers can carry on investment activities for their own accounts and for other clients in which the Partnership has no interest. The Managers have discretion, consistent with best execution, to execute security transactions on behalf of the Partnership through brokerage firms selected by them, including brokerage firms affiliated with such Managers.

Performance Based Compensation; Arrangements with Managers. The Partnership may enter into arrangements with certain Managers to manage a portion of the Partnership's assets which provide that such Managers be compensated, in whole or in part, based on the appreciation in value (including unrealized appreciation) of the account during specific measuring periods. In certain cases, Managers may be paid a fee based on appreciation during the specific period without taking into account losses occurring in prior periods. Such fee arrangements may create an incentive for such Managers to make investments that are riskier than would be the case in the absence of such performance based compensation arrangements. Due to the fees and expenses charged by the Managers, the Partnership is subject to layering of administrative expenses and management fees, as well as of incentive compensation. In addition, the Partnership may be required to make an incentive allocation to certain Managers who make a profit for the Partnership in a particular fiscal year even though the Partnership may in the aggregate incur a net loss for such fiscal year. The Partnership may also be subject to misallocations of the incentive compensation assessed on the Partnership's investments with Managers. Such fees in the aggregate will constitute a higher percentage relative to other investment entities.

Access to Information from Managers. The Investment Manager will request detailed information on a continuing basis from each Manager regarding the Manager's historical performance and investment strategies. However, the Investment Manager may not always be provided with detailed information regarding all the investments made by a Manager because certain of this information may be considered proprietary information by the Manager. This potential lack of access to information may make it more difficult for the Investment Manager to select, allocate amongst and evaluate certain Managers.

Broad Discretionary Power to Choose Investments and Strategies. The Investment Management Agreement gives the Investment Manager broad discretionary power to decide what investments the Partnership will make and what strategies it will use. While the Investment Manager currently intends to use the strategies described in the "INVESTMENT PROGRAM," it is not obligated to do so, and it may choose any other investments and strategies that it believes are advisable.

Marketing Fees. The General Partner may sell Interests through broker-dealers, placement agents and other persons and pay a marketing fee or commission in connection with such activities, including ongoing payments, at the General Partner's own expense. In certain cases, the General Partner and/or the Investment Manager reserve the right to deduct a percentage of the amount invested by a Limited Partner in the Partnership to pay sales fees or charges, on a fully disclosed basis, to a broker-dealer, placement agent or other person based upon the capital contribution of the investor introduced to the Partnership by such broker-dealer, agent or other person. Any such sales fees or charges would be assessed against the referred investor and would reduce the amount actually invested by the investor in the Partnership.

Management Fees. The Partnership has entered into an investment management agreement with the Investment Manager, CIGAM, to manage the Partnership's portfolio. In consideration for services provided pursuant to the Investment Management Agreement, the Investment Manager shall receive a monthly management fee equal to 0.0833% (approximately 1.0% annually) of each Limited Partner's share of the Partnership's Net Asset Value (as defined in the Private Placement Memorandum). The Management Fee shall be calculated and payable to the Investment Manager monthly in advance, as of the first day of each month. A pro rata Management Fee will be charged to Limited Partners on any amounts accepted by the General Partner as investments during any month. No part of the Management Fee will be refunded in the event that a Limited Partner withdraws all or any of the value in the Limited Partner's capital account during a month. Management Fees shall be payable with respect to the Interests of a Limited Partner in any Side Pocket Account or any New Issues Account (each as defined below). With respect to any Limited Partner who has withdrawn from the Partnership, with the exception of any interests in a Side Pocket Account, the Management Fees shall accrue until, and be paid at, the time of the reallocation of the Limited Partner's Interests in the Side Pocket Account. The Investment Manager, in its sole discretion, may waive or reduce the Management Fee with respect to one or more Limited Partners for any period of time, or agree to apply a different Management Fee for that Limited Partner (all such arrangements in the form of a rebate or otherwise).

Performance Allocation. As consideration for services pursuant to the Partnership Agreement, the General Partner, CIG Partners, LLC, shall receive an annual performance allocation at the close of each fiscal year equal to 10% of the portion of the Partnership's annual net income (including realized and unrealized gains and net of the Management Fee) attributable to each Limited Partner. The Performance Allocation shall be subject to a Loss Carryforward provision (sometimes referred to as a "high water mark" - that is, if a Limited Partner's capital account has a net loss in any fiscal year, this loss will be recorded and carried forward as to such Limited Partner to future fiscal years). The General Partner will not receive the Performance Allocation from such Limited Partner in any future fiscal year until the Loss Carryforward amount for such Limited Partner has been recovered (i.e. when the Loss Carryforward amount has been exceeded by the cumulative profits allocable to such Limited Partner for the fiscal years following the Loss Carryforward). Once the Loss Carryforward has been recovered, the Performance Allocation shall be based on the excess profits (over the Loss Carryforward amount) as to such Limited Partner, rather than on all profits. The "high water mark" procedure prevents the General Partner from receiving the Performance Allocation as to profits that simply restore previous losses and is intended to ensure that the Performance Allocation is based on the long-term performance of an investment in the Partnership. The Performance Allocation shall not include any change in the value of a security or other financial instrument held in a Side Pocket Account, until such security or other financial instrument (or the proceeds thereof) is reallocated to the capital accounts of participating Partners.

Upon any withdrawal by a Limited Partner, whether voluntary or involuntary, the General Partner shall also receive the Performance Allocation with respect to the amounts withdrawn. The General Partner shall also receive the Performance Allocation upon dissolution of the Partnership. The Performance Allocation shall be in addition to the proportionate allocations of income and profits, or losses, to the General Partner and/or its affiliates based upon their capital accounts relative to the capital accounts of all Partners. The General Partner, in its sole discretion, may waive or reduce the Performance Allocation with respect to any Limited Partner for any period of time, or agree to modify the Performance Allocation for that Limited Partner. The General Partner may, in its discretion, reallocate a portion of the Performance Allocation to certain Limited Partners.

The Performance Allocation creates an incentive for the Investment Manager, an affiliate of the General Partner, to effect transactions in investments that are riskier or more speculative than would be the case in the absence of such an allocation. Additionally, since the Performance Allocation is calculated on a basis which includes unrealized appreciation of the Partnership's assets, such allocation may be greater than if it were based solely on realized gains.

Organizational Expenses. The Partnership shall pay or reimburse The General Partner, CIG Partners, the Investment Manager, CIGAM, and/or their affiliates for all expenses related to the organization and initial offering expenses of the Partnership, including, but not limited to, legal and accounting fees, printing and mailing expenses and government filing fees (including blue sky filing fees). To the extent the Partnership pays or reimburses other parties for them, the Partnership's organizational and initial offering expenses, may be, for accounting purposes, amortized by the Partnership for up to a 60 month period. Amortization of such expenses over a period that is up to 60 months is a divergence from U.S. generally accepted accounting principles ("GAAP"). If the Partnership is terminated within 60 months of its commencement, any unamortized expenses will be recognized. If a Limited Partner makes a withdrawal prior to the end of the period during which the Partnership is amortizing expenses, the Partnership may, but is not required to, accelerate a proportionate share of the unamortized expenses based upon the amount being withdrawn and reduce withdrawal proceeds accordingly.

Operating Expenses. The Partnership shall pay, or reimburse the General Partner (CIG Partners), the Investment Manager (CIGAM) and its affiliates, for (A) all expenses incurred in connection with the ongoing offer and sale of Interests, including, but not limited to, marketing expenses, documentation of performance and the admission of Limited Partners, (B) all operating expenses of the Partnership such as tax preparation fees, governmental fees and taxes, administrator fees, communications with Limited Partners, and ongoing legal, accounting, auditing, bookkeeping, consulting and other professional fees and expenses, (C) all Partnership research, due diligence on Managers and investment related costs and expenses (e.g., expenses related to the acquisition of information needed to evaluate, select and monitor Managers and markets, and custodial fees), and (D) all fees and other expenses incurred in connection with the investigation, prosecution or defense of any claims, assertion of rights or pursuit of remedies, by or against the Partnership, including, without limitation, professional and other advisory and consulting expenses and travel expenses.

Each of The General Partner, CIG Partners, the Investment Manager, CIGAM, or any of their respective affiliates, in its sole discretion, may from time to time pay for any of the foregoing Partnership expenses. Any such person may elect to be reimbursed for such expenses, or to waive its right to reimbursement for any such expenses, as well as terminate any such voluntary payment or waiver of reimbursement.

The Partnership is also subject to the administrative expenses and management fees, as well as the incentive compensation, of the Managers to the extent of the Partnership assets that they manage.

General Partner's and Investment Manager's Expenses. The General Partner and the Investment Manager will pay their own general operating and overhead type expenses associated with providing the management and investment management services required under the Partnership Agreement and the Investment Management Agreement, respectively. These expenses include all expenses incurred by the General Partner and the Investment Manager in providing for their normal operating overhead, including, but not limited to, the cost of providing relevant support and administrative services (e.g., employee compensation and benefits, rent, office equipment, insurance, utilities, telephone, secretarial and bookkeeping services, etc.), but not including any Partnership operating expenses described above.

The foregoing list of risk factors does not purport to be a complete enumeration or explanation of the risks involved in an investment in the Partnership. Offerees should read the entire Memorandum and the Partnership Agreement and consult with their own advisors before deciding to purchase Interests.

GenOne – CIG, LLC and CIG Venture Management, LLC.

CIG Venture Management, LLC, is the general manager of GenOne – CIG, LLC. Osman R. Minkara is a member and the sole manager of the Manager. GenOne – CIG, LLC compensates the Manager an annual management fee of 1% of the value of the investment, which will be paid in equal monthly installments. The Company also will reimburse the Manager for all reasonable costs and expenses it incurs on behalf of the Company.

Conflicts of Interest

The Manager of GenOne – CIG, LLC. and its personnel (i) will devote only such time and efforts to the business of the Company as they determine are necessary, and (ii) are not prohibited from engaging in activities that are competitive with the Company. It is expected that affiliates of the Manager may act in similar roles in the future. Performance of the functions assigned to the Manager in the Operating Agreement of the Company and of those functions assigned to affiliates of the Manager on behalf of other entities may present conflicts of interest. The Manager and its affiliates will attempt to resolve these conflicts of interest in a manner consistent with their fiduciary duties to the respective entities with which they are affiliated.

The Manager and its affiliates, including CIG Securities, will receive substantial fees and other compensation in connection with this offering. In addition, the Manager or one or more of its affiliates, including CIG Securities, may perform management, business or financial consulting, or other similar services with respect to the Company and GenerationOne, and may receive fees and commissions as consideration for these services, at market rates. The Manager and CIG Securities have been and will be subject to conflicts of interest in establishing certain of those fees and other compensation. The affiliation of CIG Securities with the Manager also creates certain conflicts of interest for CIG Securities and the Manager. Conflicts of interest may arise from the fact that managing member can provide investment activities for the own accounts and for other clients in which the Partnership has no interest.

Madison Business Park Investments, LLC and CIG Realty, LLC.

CIG Realty, LLC, a Michigan limited liability company manages Madison Business Park Investments, LLC. The Company will be managed by CIG. Osman R. Minkara is a member and the sole manager of the Manager. Mr. Minkara will own a 10% limited partnership interest in the Partnership. He is not expected to become a member of the Company. The Company compensates the Manager for management and other agreed upon services an annual management fee as detailed in the Offering Memorandum. The Company also will reimburse the Manager for all expenses it incurs on behalf of the Company

Conflicts of Interest

The managing member of Madison Business Park Investments, LLC. (i) will devote only such time and efforts to the business of the Company as they determine are necessary, and (ii) are not prohibited from engaging in activities that are competitive with the Company. It is expected that affiliates of the Manager may act in similar roles in the future. Performance of the functions assigned to the Manager in the Operating Agreement of the Company and of those functions assigned to affiliates of the Manager on behalf of other entities may present conflicts of interest. The Manager and its affiliates will attempt to resolve these conflicts of interest in a manner consistent with their fiduciary duties to the respective entities with which they are affiliated.

The Manager will receive fees and other compensation in connection with this offering. In addition, the Manager or one or more of its affiliates, including CIG Securities, may perform management, business or financial consulting, or other similar services with respect to the Company and Madison Business Park Investments, LLC., and may receive fees and commissions as consideration for these services, at market rates. The Manager has been and will be subject to conflicts of interest in establishing certain of those fees and other compensation.

Code of Ethics.

CIGAM has adopted a joint code of ethics along with its parent holding company, CIG Corp. and CIG Securities, Inc., the affiliated broker/dealer (the "Code") in compliance with Rule 204A-1 of the Investment Advisers Act of 1940. The Code establishes rules of conduct for all employees of CIGAM and is designed to, among other things, govern personal securities trading activities in the accounts of CIGAM employees. The Code contains general ethical principles and personal securities reporting provisions for CIGAM employees. In summary, the Code prohibits employees of CIGAM from taking inappropriate advantage of their positions and the access to information concerning the investments or investment intentions of CIGAM for its clients, or their ability to influence such investment intentions, for personal gain or in a manner detrimental to the interests of its clients. Rule 204A-1 makes it unlawful for CIGAM employees to engage in conduct which is deceitful, fraudulent, or manipulative, or which involve false or misleading statements, in connection with the purchase or sale of securities. The Code acknowledges the general principles that CIGAM and/or its employees: (1) owe a fiduciary obligation to its clients; (2) have the duty at all times to place the interests of their clients first (3) must conduct all personal securities transactions in such a manner as to avoid any actual or potential conflict of interest or abuse of an individual's position of trust and responsibility; (4) should not take inappropriate advantage of their positions in relation to client accounts; (5) must comply with the federal securities laws; and (6) must safeguard nonpublic information.

A copy of the CIGAM Code of Ethics is available upon request.

Procedures and Disclosures.

The Code and other procedures adopted by CIGAM contain the following provisions to handle conflicts of interest:

1. We maintain records of all securities holdings for our clients, our self, our employees and affiliated parties. These holdings are reviewed on a regular basis by our compliance personnel.
2. No individual shall cause or attempt to cause any of our clients to purchase, sell or hold any interest in a security in a manner calculated to create any personal benefit or benefit any employee account. No officer or employee of CIGAM shall buy or sell securities for their personal portfolio(s) where their decision is substantially derived, in whole or in part, by reason of his or her employment unless the information is also available to the investing public upon reasonable inquiry.
3. Each employee of CIGAM submits quarterly reports and acknowledges the firm's policies and procedures with respect to the Code on an annual basis.
4. Each employee's personal trading accounts are reviewed on a regular basis by compliance personnel.
5. Any employee not in observance of the above may be subject to disciplinary action, and possible termination.
6. Clients are advised in their agreements with us and in the applicable investment service descriptions of the possible use of Affiliated Funds and/or Sub-Advised Funds in which we have a financial interest. Clients may at any time, instruct us not to use Affiliated Funds or Sub-Advised Funds in their accounts.

Error Review.

CIGAM management generally meets as necessary to review reported errors. Possible errors may be identified by CIGAM, CIGAM clients, financial representatives and others. The management will review the facts surrounding each circumstance to determine whether an error has occurred. If the error committee determines an error has occurred, it will consider (i) the nature and cause of the error, (ii) whether the client has been disadvantaged by the error, and (iii) suitability of the allocations resulting from an error. Unsuitable trades will always be resolved in the clients favor. If necessary, CIGAM will perform calculations to determine whether the client has experienced a loss resulting from a CIGAM error and CIGAM will offset any losses against gains resulting from the same error. Generally, CIGAM will credit the affected client's next advisory fee invoice for the amount of the loss determined by the error committee to be CIGAM's responsibility. In cases where CIGAM determines it is not appropriate to credit advisory fees, CIGAM may issue a check to the client's custodian for the amount of the loss to be deposited into the client's account, or under some circumstances a check may be sent directly to the client. CIGAM will notify its clients of errors caused by CIGAM that resulted in a loss of more than \$50. Errors less than \$50 will be corrected in the client's account but no notification will be sent to the client.

CIGAM's policy and practice is to monitor and reconcile all trading activity, identify and resolve any trade errors promptly, document each trade error with appropriate supervisory approval and maintain a trade error file.

Conditions for Managing Accounts.

We require minimum account balances as indicated above. These stated minimums are negotiable on a discretionary basis by us.

Review of Accounts.

Managed accounts are reviewed regularly, however, unusual market conditions, client requests and a change in client circumstances may trigger more frequent reviews. Wealth Managers reviews accounts. Monthly, quarterly and annual statements are provided by the broker-dealer custodian. Random reviews are initiated by the Managing Principal or his designee for proper suitability. Financial planning agreements usually terminate upon termination of the plan, however, advisors may perform additional reviews at the client's request for an additional charge or under a new agreement. For each strategy, the relative strength, momentum and price movement of each asset class is reviewed by the Senior Portfolio Manager and client allocations are weighted to best meet individual risk tolerances and objectives based on the client's selected investment management service. During the daily analysis of economic indicators, should it determine major allocation movements may be necessary, the Investment Committee, (which consists of those individuals identified above) will be consulted to review recommendations for approval. The Senior Portfolio Manager is responsible for monitoring the investment company allocations on a daily basis.

At least annually, all individual clients are asked to meet with their financial representative. Together, the client and the representative determine whether a change in their objectives warrants a change in the criteria used to manage their assets. If the information is current, no further action is required. If any information has changed, the client is instructed to promptly advise us of any changes.

For all investment services, factors that may affect portfolio weightings include changes in correlations among asset classes, economic changes, changes in client asset levels, or changes indicated by our in-house models as determined by the Senior Portfolio Manager and investment committee.

For all investment services, factors that may affect portfolio weightings include changes in relative strength of the assets, economic changes, changes in client asset levels, or changes indicated by trend analysis as determined by the Senior Portfolio Manager and investment committee.

Account review is facilitated through an arrangement with Albridge Solutions ("Albridge"). CIGAM has engaged Albridge to provide certain "back office" systems which enable CIGAM to gather and aggregate client data from multiple platforms and providers, maintain portfolio models, review models and accounts for variances, analyze account performance, generate quarterly statements and other reports, facilitate the trading of client accounts and make information available on-line via the internet, in a secure manner, to clients, their financial representatives and their supervising broker/dealers or soliciting investment advisory firms.

Regular Reports.

Client Quarterly Performance Evaluations (Statements):

Your custodian will provide you a statement (at least quarterly) identifying the amount of funds and of each security in your account at the end of the reporting period and setting forth all transactions in your account during the reporting period. CIGAM also makes various reports and quarterly performance evaluations accessible to its clients via secure internet access. Upon your request, CIGAM may also provide you with a mailed copy of your quarterly statements and reports. As stated in our Investment Advisory Agreement, you agree to carefully review any statements and reports we provide to you and notify us within 30 days of your receipt should you have any concerns regarding such statements or reports or note any discrepancies.

Trade Confirmations: Individual trade confirmations and reports of account activity may be provided by the custodian.

CIGAM will generally communicate with its clients via letters, market up-dates and other CIGAM generated literature. Under circumstances where the client has expressly consented, client correspondence and notifications may be sent via electronic means (such as e-mail), or posted to a secure web site for client access.

Investment or Brokerage Discretion.

In order for us to actively manage your assets, we require that you appoint us as attorney-in-fact with full discretionary trading authority. This will allow us to buy or sell securities, as well as specify the amount of securities to invest, without first obtaining your specific consent. This authority is limited to the transfer or exchange of your funds between asset classes within mutual fund families, variable insurance product subaccounts, exchange traded funds, and/or other securities agreed to by you in accordance with the investment management service selected by you. Under the Wealth Management program, any transaction costs associated with the management of your assets are covered as part of your advisory fee. In cases where we determine the broker or dealer to be used, we will seek to obtain the best execution possible under the circumstances. This discretionary authority in no way restricts you, from establishing special limitations on the types of investments we may recommend or make on your behalf. You may send us specific written instruction at any time regarding securities you may wish to purchase or sell and you may instruct us not to purchase specific securities or types of securities. If we are unable to accommodate your request for any reason, we will notify you immediately. Upon termination of our investment management services, we will have no obligation or authority to recommend or take any action with regard to the previously managed assets.

Some of our employees are licensed registered representatives of a broker-dealer, including our affiliated broker-dealer, CIG Securities, Inc... Those licensed individuals may recommend this broker/dealer to our advisory clients. However, clients are under no obligation to effect transactions through any recommended broker or dealer.

We may establish accounts with various nonaffiliated third party broker-dealers as requested by you through the investment management service selected. If we are responsible for selection of a broker-dealer, we will only establish accounts that provide the timely service and a fair price. We will attempt to find the lowest cost where possible. Establishment of an account with a third party broker dealer will not increase the advisory fees payable by you; however, you will be responsible for any fees and/or expenses for the establishment and use of your account.

Clients directing us to manage assets with a specific broker-dealer, including broker-dealers that have been pre-approved by us, have the sole responsibility for negotiating commission rates and other transaction costs with the broker-dealer. If a client selects a specific broker, we will not be required to effect any transaction through the specified broker if we reasonably believe that to do so may result in a breach of our fiduciary duties. You are advised that by instructing us to execute all transactions on behalf of your account through the specified broker, a disparity may exist between the commissions borne by your account and the commissions borne by our other clients that do not direct us to use a specified broker. You may also not necessarily obtain commission rates and execution as favorable as those that would be obtained if we were able to place transactions with other broker-dealers. You also may forego benefits that we may be able to obtain for our clients through negotiating volume discounts or block trades.

Some brokerage firms may make other products and services available that benefit CIGAM but may not directly benefit its clients' accounts. Some of these other products and services assist CIGAM in managing and administering client accounts. These may 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 advisory fees from clients' accounts; and assist with back-office functions, record keeping and reporting. Some of these services generally may be used to service all or a substantial number of CIGAM's accounts, including accounts not maintained at the brokerage firm providing the service. In addition, some brokerage firms provide CIGAM access to their institutional trading and custody services which are typically not available to retail investors. Such services may be available contingent upon CIGAM maintaining certain client asset levels.

Investment Management Committee.

CIGAM has an Investment Management Committee that meets on a quarterly basis to review CIGAM's trading execution practices in order to ensure CIGAM trading practices are appropriate. The committee is comprised of the Managing Principal, Chief Compliance Officer, Chief Operations Officer, Senior Portfolio Manager and Research Analyst.

Additional Compensation.

Certain mutual funds and variable annuities in which you may be invested may pay marketing fees, service fees, including shareholder service fees, 12b-1 fees, or bonus commissions to us or CIG Securities, Inc., our affiliated broker-dealer, for marketing assistance or the performance of certain administrative tasks associated with making an investment in such fund or annuity. Any such fees received by us will not be credited against the fees otherwise payable by you to us. Our employees or associated persons may also be invited to

attend seminars and meetings with the costs associated with such meetings borne by a sponsoring brokerage firm or other party extending the invitation.

Some of our employees, who are also registered representatives of a broker/dealer, may receive, from time to time, 12b-1 distribution fees from mutual funds in which they have placed clients' funds.

We may pay a portion of the advisory fee to other affiliated or non-affiliated parties who assist with certain administrative tasks associated with the management of your account. Such tasks may include account maintenance, data reconciliation, statement printing, investment research, sub-advisory services or other administrative tasks.

We may reimburse unaffiliated third parties for the costs of attending training seminars for the purpose of learning about our advisory business. We also may pay for costs associated with client seminars done for the purpose of acquiring or retaining clients for us.

Privacy Notice

CIG Corp. is the parent company of CIG Securities, Inc. a registered broker dealer and FINRA/SIPC member, CIG Asset Management, Inc. a SEC Registered Investment Adviser and CIG Risk Management, Inc. a licensed insurance agency.

CIG is committed to protecting your privacy - At CIG, we are proud of the strong relationships we have built with our clients ... relationships based on common goals and mutual trust. In serving you, we are committed to providing you with the financial planning you need now and in the years ahead, and to protecting your personal information throughout.

This privacy notice contains information about how we fulfill this commitment to you, as well as a glossary of terms. In compliance with government regulations, we also offer you choices about how your information may be shared. We provide this notice annually whether or not you have already exercised your choices.

CIG's commitment to you - We value the trust of our clients and will continue to recognize the importance of holding your personal financial information as confidential.

- We will hold our employees to strict standards of conduct to ensure the confidentiality of customer information.
- We will never use medical information to market products or make credit decisions.
- We will use information responsibly in order to help protect you from fraud, offer you improved products and services, and comply with legal obligations.
- We will maintain accurate customer information and respond promptly to customer requests for information.
- We will require companies with which we do business to appropriately safeguard the confidentiality of customer information.

CIG uses a range of personal information - We use and share information to provide quality service and to offer services that we believe will be of value or interest to our clients. For example this information helps us to:

- Service and administer your accounts with efficiency and accuracy.
- Provide you with comprehensive, high quality products and services to help meet your needs now and in the future.

The sections that follow will describe our information collection and sharing practices, and the safeguards we use to protect your non-public personal information. You will also have the opportunity to opt out of information sharing.

CIG collects information that may include:

- Information that we receive from you personally on applications, forms, or other correspondence, such as your name, address and phone number.
 - Information about your transactions with us, such as product type, amounts, dates and prices.
 - Information that we receive from others in order to establish your relationship with us, such as credit reports and income verification.
- In addition, we may collect information about you in compliance with certain laws and regulations. In select situations, except as prohibited by law, we may disclose all of the information we collect as described above.

CIG carefully limits information sharing - The information described above may be shared within the CIG family of companies and with selected non-affiliated third parties. This sharing is carefully limited as described in this section.

We may disclose non-public personal information about you to the following types of third parties:

- Financial Service Providers, such as clearing firms, securities broker-dealers and insurance companies.
- Non-Financial Companies, such as credit reporting agencies.
- Others, such as co-applicants and those with whom you have consented to our sharing your information.

We may also disclose non-public personal information about you to third parties as permitted by law.

CIG has safeguards in place - CIG has safeguards in place to protect the confidentiality, security and integrity of your non-public personal information. We restrict access to non-public personal information to employees based on their need to know information in order to serve your account or provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with government requirements to guard non-public personal information.

CIG does not share medical information - We do not share medical or health information except to process transactions or to provide services you have requested or initiated. We only obtain medical information in conjunction with insurance products.

CIG protects former client's information - Recordkeeping regulations specific to our industry often require the maintenance of client records for periods of up to six [6] years after an event, such as a transaction or account closing. If you decide to close your account(s) or become an inactive client, we will continue to adhere to the privacy policies and practices outlined in this statement.

The Fair Credit Reporting Act - Under the Fair Credit Reporting Act, we are permitted to share information about our experiences with you or your account, such as your investment history and account balances, within the CIG family of companies. We may also share within CIG additional information about you or your account, such as information we receive from you in applications and information from credit reporting agencies.

You may direct us not to share with other companies within the CIG family of companies any information that does not relate solely to our experiences with you or your account, such as information we receive from credit reporting agencies. You may do so by completing and returning the attached Response Form.

Please note: Each CIG Company will continue to contact its individual clients with offers for its own products and services. You will continue to receive marketing messages via your statement, as well as direct marketing solicitations.

You have choices - You can choose how your information may be shared with non-affiliated third parties, as well as other companies within the CIG family.

We are permitted to share non-public personal information about you with non-affiliated third parties in certain circumstance. For example, we may share non-public personal information about you to third parties to assist us in servicing your account with us, in response to subpoenas and to credit bureaus.

Glossary of terms

Consumer: An individual who seeks or obtains a financial product or service for a personal, household or family purpose.

Client: An individual who establishes an account or planning relationship with CIG.

Non-Affiliated Third Party: Any person or corporate entity not part of the CIG family.

Non-Public Personal Information: Personally identifiable information that is provided by a consumer to CIG; that results from a transaction with the consumer or other service provided to the consumer; or that is otherwise obtained by CIG. Non-Public Personal Information also includes lists or other groupings of consumers that are derived from using any information that is not publicly available.

In closing, we appreciate the opportunity to serve your financial needs. We pledge to follow the policies, safeguards and guidelines as described in this notice, and to protect the confidentiality of your information. Your relationship is very important to us, and we will take great care to honor these commitments to you.

This notice applies to individuals and covers information in connection with consumer transactions. This notice (other than that portion concerning the Fair Credit Reporting Act, which is effective immediately) shall be effective July 1, 2001; however you may exercise your right to opt out at any time.

Proxy Policy.

We do not receive proxies for securities held in your accounts. Unless otherwise agreed in writing, it is our policy not to vote, nor give any advice how to vote, proxies for securities held in your accounts. Proxies for securities held in your accounts will be received by you directly from the custodian of your assets, or will be handled as otherwise agreed between you and the custodian.



SEC No. 801-6667

**CIG Asset Management, Inc.
Form ADV, Part II, Schedule H
Investment Advisor Wrap Fee Program Brochure**

CIG Wealth Management Program

June 2010

This brochure provides clients with information about CIG Asset Management, Inc. and the CIG Wealth Management Program that should be considered before becoming a client of the CIG Wealth Management Program. This information has not been approved or verified by any governmental authority.

One Northwestern Plaza, Suite 1350
28411 Northwestern Highway
Southfield, MI 48034

Securities Offered Through CIG Securities, Inc., Member FINRA/SIPC.
Investment Advisory Services Available Through CIG Asset Management, Inc.,
a SEC Registered Investment Adviser. Insurance Services Provided by CIG Risk
Management, Inc. All are Wholly Owned Subsidiaries of CIG Corp.

www.cigcorporation.com

Phone: (248) 827-1010
Fax: (248) 827-7167

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About CIG Asset Management, Inc. and the CIG Wealth Management Program

CIG Asset Management, Inc. (CIGAM), a SEC Registered Investment Adviser that provides investment advisory, financial planning and financial consulting services, provides investment advice to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations and other business entities. The purpose of this Schedule H Brochure is to describe the wrap fee program, sponsored by CIGAM, called "The CIG Wealth Management Program" pursuant to which investment advice and costs of trade executions are provided to clients for an all-inclusive wrap fee. The wrap fee program is only available on select platforms as indicated in CIGAM's current marketing materials. The Wealth Management wrap fee program is typically only offered for accounts larger than \$125,000. Additional details regarding CIGAM's business may be obtained by consulting CIGAM's form ADV Part II available on-line at by calling (248) 827-1010.

CIGAM, a SEC Registered Investment Adviser, has developed and offers a Wealth Management investment advisory and reporting program for use by CIGAM's Financial Consultants (hereinafter "Consultan[s]") in the implementation of the investment management and asset allocation plans they have designed for their Customers;

CIGAM utilizes four asset allocation models: CIG Capital Vantage seeks a balanced approach utilizing investments mainly in exchange traded funds (ETFs); CIG Capital Investment (Growth), which seeks capital appreciation using ETFs; CIG Wealth Vantage seeks a balanced approach utilizing investments in ETFs and income producing limited partnerships (LPs); CIG Dynamic Opportunities seeks a balanced approach utilizing ETFs, income producing LPs and hedge funds.

The wealth management program provides advice and asset allocation recommendations for client's various investments for a fee. These investments include, but are not limited to, individual equities, mutual funds, annuities, insurance and alternative assets, such as hedge funds, structured products and limited partnerships.

Throughout this Schedule H Brochure, "we," "us" or "our" refers to CIGAM and "you" or "your" refers to the client or prospective client.

CIGAM is also known as CIG Asset Management, Inc.

We custom tailor investment portfolios specifically designed for you based on the style of management you select. The process begins when you fill out a confidential, in-depth "Client Profile." The Client Profile will help you to clarify your financial objectives and goals, establish your tolerance to risk, and identify your most comfortable style of management. The Client Profile is used by our firm as the primary reference for managing your portfolio. You may also indicate any special instructions or limits that you wish us to follow in managing your assets.

Based on our analysis of your Client Profile, we will provide to you an Investment Policy Statement ("IPS") that clarifies your specific circumstances and shows an initial asset allocation for your portfolio. The specific selections within the mutual funds, variable annuities, exchange traded funds and/or other securities represent asset classes suited to your individual risk tolerance, goals, and management style. The specific percentages allocated to each asset class may vary due to the nature of asset performance and/or the investment management model selected.

Through our daily monitoring of relative strength and asset class risk factors, we may change your portfolio asset mix in order to help you meet your objectives. It is our intent to maintain a risk exposure commensurate with your objectives by using the various investment choices available under the investment management service selected by you.

To help us provide accurate and timely management of your invested assets, we may ask that you establish a custodial account with a designated custodian, including Legent Clearing, a custodian engaged by CIGAM's affiliate CIG Securities, Inc. However, assets may be held at a number of qualified custodians, including a mutual fund, a variable annuity insurance company, or an independent custodian selected by you. Your custodian maintains the underlying records for the assets held in your account. We will not serve as the custodian for your managed assets. You will be solely responsible for paying all the fees and charges of the custodian as stated in your agreement with the custodian. In order to facilitate our management services and simplify required paperwork, we have entered into an agreement with CIG Securities, Inc. to waive some of the customary charges remanded by Legent; however, you are under no obligation to select Legent as your custodian and you are free to select from dozens of custodians we are able to work with. You may, at any time, contact your custodian directly to obtain your account balance or take immediate action regarding your account; however, according to your investment advisory agreement with us, you must also provide us notice of your intentions so we do not take actions

contrary to your objectives (for example, if you contact your custodian directly and instruct them to move your account to cash, you must provide us notice so we do not reallocate your account against your wishes)

Securities or monies may be added to or withdrawn from your managed assets at any time; however, in order for CIGAM to maintain accurate information regarding your account you must provide us with written notice of any such additions or withdrawals. We are not responsible for accurate reporting if you fail to provide us accurate information. We strive to maintain your account data as accurate as possible; however, we rely on accurate reporting provided to us by your custodian through electronic or other means. We are not responsible for inaccurate data provided by your custodian. You must promptly submit to us in writing any changes to your Client Profile, or any changes to any information you have provided to us regarding the management of your assets.

Maintaining proper records and documentation regarding your account is important to us. As a new client of CIGAM, you will be able to access our web site at www.cigcorporation.com and view your account information. General information regarding how to obtain secured web access to your account is given to you after we accept your account. In addition, your Wealth Manager and our IT Department are available to answer any questions regarding your account or account access at (248) 827-1010.

Fee Schedule and Services Offered

For our investment management services, we charge an advisory fee based on a percentage of the market value of the average daily balance of all your assets under management in your portfolio during each advisory billing fee period. Your advisory fees will be charged and billed in advance, either quarterly or monthly, as specified in your investment advisory agreement. You will also be billed for additional monies added to your account during the advisory fee period; however, no adjustments will be made to your bill for monies withdrawn. In any partial advisory fee cycle, the advisory fee will be pro-rated based on the number of days the assets are under management during the particular advisory fee period.

The advisory fees paid to us represent fees for management of your account and are separate from any other fees and expenses charged by other parties; therefore, the advisory fees shown in this ADV represent only the fees paid to us and do not reflect operating expenses and other costs charged by the mutual funds, variable annuities or other products you may be invested in and it is important you understand that these expenses and costs are ultimately borne by you, as the shareholder. In addition, mutual funds or variable annuities may charge contingent deferred sales charges ("CDSC") on withdrawals. We are not responsible for any CDSC charges incurred through our management of your portfolio or for any transaction costs incurred while managing your assets. A complete description of all fees and expenses of the securities in which you are invested are contained in the relevant prospectuses. We also advise you to carefully review your custody agreement with your custodian as there may be custodial fees and other service fees charged to you by your custodian.

You may request that related accounts be combined in order to meet fee break points and reduce the advisory fee charged. We reserve the right to waive the advisory fee for certain accounts such as employee accounts and personal accounts of solicitors who refer business to us. The standard fee schedules and minimum account sizes indicated for the investment management services identified below are **negotiable** and as a result clients with similar assets may have differing fee schedules and pay different fees. The actual fee CIGAM will charge shall be fully disclosed in the Management Customer Agreement entered into with the client.

Clients who negotiate a flat fee schedule may or may not pay a higher fee than those who pay under a tiered schedule, depending on asset levels.

The same or similar investment advisory services may be available from other investment advisers for a lower fee. The advisory fee (which includes transaction costs) may be more or less costly than paying for the services separately, depending upon the investment advisory fees charged, the number of transactions for the account, the level of brokerage and other fees that would be payable if the client obtained the services available under the program individually.

Your investments in the Wealth Management investment service may also be subject to other fees and charges imposed by other third parties, such as: in the case of mutual fund investments, mutual fund investment management fees, 12b-1 distribution fees, administrative servicing fees, and contingent deferred sales charges upon redemption of previously purchased mutual funds; in the case of purchases made in connection with an individual retirement account or other qualified plan, various IRA and qualified retirement plan fees; and, in the case of all investments, clearing, custody and other transaction charges and service fees. Other parties may receive a portion of these third-party fees.

Wealth Management

The Wealth Management investment management service is a strategy in which you will be invested in exchange traded funds ("ETFs"), individual securities and/or mutual funds with CIGAM acting as the asset allocation overlay manager. The overall portfolio will utilize a strategic allocation approach will be formalized into a strategic model allocation according to a client's risk profile. In addition to the core strategic allocation the strategy will, from time-to-time, employ tactical repositioning of the domestic equity portion of the portfolio in accordance to the firm's dynamic equity asset modeling. Some strategies may also employ the use of options as a way to hedge equity exposure and reduce overall risk to the portfolio. Based on your individual investment objectives, we may honor special requests regarding available mutual funds, ETFs and/or other securities to be utilized as well as investment research and sub-advisers

Your portfolio allocation will be based on your individual characteristics as determined from your Client Profile. This service may be best suited for clients wishing to have greater control over portfolio transactions, cash flow streams and/or greater visibility to the actual holdings of the portfolio. The Wealth Management investment management service is considered a "wrap fee program" where the trading costs are not billed separately to the client. Depending on the unique characteristics of the client's risk profile, asset class aversion, social consciousness (i.e. religious views), and the associated tax costs, the Wealth Management investment management service policies may be adjusted from time to time. As applicable, we may substitute certain securities within an asset class to accommodate client requests or objectives beyond the standard ETFs called for in the allocation model.

The standard (tiered) fee schedule for this service is:

Initial Fee*: Assets Under Management:

2.5%* on first \$250,000

2.0 on next 250,000

1.8 on next 250,000

1.5 on next 250,000

1.0 on next 500,000

0.8 on any amount over 1,500,000

*\$250 monthly fee on first \$125,000

Example:

Account Asset Value Annual Fee (%) Annual Fee (\$)

\$1,000,000 1.950% \$19,500

2,000,000 1.425% \$28,500

5,000,000 1.050% \$52,500

Methods of Analysis and Investment Strategies.

Assets in our Wealth Management investment management service are managed, at least in part, utilizing a strategic allocation approach that seeks to target long-term exposure to a set of non-correlated asset classes based on the tenants of Modern Portfolio Theory which is anticipated to provide an optimal level of diversification over the long term. The resulting long-term target allocation has been formalized into a strategic model allocation according to a client's risk profile. Tactical changes may also be made within the domestic equity portion of the portfolio which involves the rotation of domestic equity exposure among the four major styles of equity investment: large cap value, large cap growth, small cap growth and small cap value to reflect current economic conditions and asset class return assumptions in accordance to the firm's dynamic equity asset modeling.

Some strategies may also employ the use of options as a way to hedge equity exposure and reduce overall risk to the portfolio during times of high risk-to-reward periods determined by an in-house model. Instead of varying equity exposure when we believe the market presents more risk than reward we will instead maintain the stated level of equity exposure determined by the strategic allocation model and limit risk (ie exposure) through the purchase of put options. The strategy calls for the purchase of puts on the S&P 500 index (or on the SPY ETF) with an expiration 2 months out from when the signal was generated. The strike prices will be determined by our model but will generally be several percent (2-3%) out-of-the-money. The amount of exposure we intend to hedge using this strategy will also be determined by our models but will generally range from 50-100%.

We will still utilize our four equity style allocation rotation model (Russell 1000 (large) value or growth and Russell 2000 (small) value or growth) to gain exposure to domestic equities but use S&P 500 derivatives as a proxy for hedging our equity exposure. We do this for two reasons: 1. Liquidity – options contracts on the Russell 1000 value and growth index and Russell 2000 value and growth index and too thinly traded to effectively hedge all of the equity exposure within managed accounts while S&P 500 options are heavily traded

and can adequately address our current and expected future needs. 2. Most of our market timing models and our benchmarking have been back-tested, filtered and based on the subsequent performance of the S&P 500 making it more a more appropriate proxy when we hedge exposure against "market" declines.

Our asset allocation strategies seek to be invested in the asset classes that are exhibiting the best characteristics for sustained market leadership and overweight or underweight asset classes in accordance with your individual objectives, risk tolerance, and the investment service selected by you.

Termination

We may terminate our Investment Advisory Agreement with you at any time by providing you with written notice. The wealth management program can be terminated with written notice from the client. Clients receive a refund of any Management Fee or deposit not already earned by CIGAM. There are no termination fees for advisory accounts, however the custodian of funds may charge for account transfers.

Education and Business Standards.

We believe that providing investment advice is a very complex and specialized field and therefore we expect those individuals who determine or give investment advice for us to meet certain minimum educational requirements. We require our investment committee members to have earned a college degree and have had previous experience in securities analysis.

Officers and Investment Committee.

CIGAM has an investment committee comprised of CIGAM portfolio managers and other management of CIGAM. The investment committee is responsible for the prudent management of CIGAM assets. The investment committee meets on at least a quarterly basis to discuss, in general terms, CIGAM's risk management, asset allocation, investment strategy, and performance. The members of the investment committee are identified below. The investment committee may also invite others to serve as advisors or consultants to the committee.

Name: Osman Radwan Minkara

Year of Birth: 1970

Education: Bachelor of Science in Finance, Wayne State University, Detroit, Michigan; Advanced Management Program, Oxford

University, Oxford, UK; Masters of Business Administration, New York University, London School of Economics and HEC

5 Year Employment History: CIG Asset Management, 8/03 to present; CIG Securities (fka, Capital Investment Group), 10/97 – present;

Berthel Fisher, 3/03 - 9/04

Name: Richard Gonzales

Year of Birth: 1947

Education: Bachelors of Science in Mathematics and General Science, University of Houston; Executive Management Study Program, Harvard Business School;

5 Year Employment History: CIG Corp. - 10/08 to present; CBA Securities, 12/03 - 10/08; KB Financial Management Consulting, 10/02 - 12/03

Name: Kimberlee Levy, JD

Year of Birth: 1974

Education: Bachelors of Arts in Social Science, Michigan State University; Juris Doctor, DePaul University College of Law

5 Year Employment History: CIG Corp. - 1/09 – present; Munder Capital Management - 6/01 - 11/08

Name: David Martin, CFA

Year of Birth: 1969

Education: Bachelors of Arts in Economics, University of Michigan; Chartered Financial Analyst candidate

5 Year Employment History: CIG Corp. - 11/04 – present; First New York Securities - 1/04 - 8/04; Schonfeld Securities - 9/02 - 1/04

Name: Benjamin Klamo

Year of Birth: 1982

Education: Bachelor of Arts in Economics, University of Michigan; Master of Business Administration, Wayne State University

5 Year Employment History: Ameriprise Financial (formerly H&R Block Financial Advisors) 1/2004 – 11/2009.

Other Financial Industry Activities or Affiliations.

CIGAM has an affiliated broker-dealer, insurance agency, two hedge funds, two private placements and three general managers as described below:

BROKER-DEALER

Related Persons: CIG Securities, Inc. (CIG Securities)

Relationships and Arrangements with Related Persons:

CIG Securities, Inc.

The principal executive officers and other related employees of CIGAM are officers, managers, and/or registered representatives of CIG Securities, a registered broker-dealer and FINRA member. These individuals will be able to effect limited securities transactions for advisory clients, and CIG Securities may receive separate and customary compensation for this activity and may pay a portion of the compensation to these individuals. In some circumstances, CIG Securities may receive customary compensation from mutual fund companies and/or variable annuity companies, including 12b-1 fees, for performing certain administrative and/or shareholder servicing related tasks associated with a CIGAM client's investments in such securities. CIG Securities' securities business is primarily limited to mutual fund shares, exchange traded funds and variable insurance contracts. Both CIGAM and CIG Securities are wholly owned subsidiaries of CIG Corp.

INSURANCE AGENCY

Related Persons: CIG Risk Management, Inc.

Relationships and Arrangements with Related Persons: CIG Risk Management, Inc

The principal executive officers and other related employees of CIGAM are officers, managers, and/or registered agents of CIG Risk Management, Inc. These individuals will be able to effect limited insurance transactions for advisory clients, and CIG Risk Management may receive separate and customary compensation for this activity and may pay a portion of the compensation to these individuals. CIG Risk Management's securities business is primarily limited to life and disability insurance contracts. Both CIGAM and CIG Risk Management are wholly owned subsidiaries of CIG Corp.

HEDGE FUNDS

Related Persons: CIG CAM, LP.

Relationships and Arrangements with Related Persons: CIG CAM, LP

The principal executive officers and other related employees of CIGAM are managers of CIG CAM, LP, a limited partnership organized under the Delaware Revised Uniform Limited Partnership Act, which offers limited partnership interests in the Partnership in a private placement pursuant to Section 4(2) of the Securities Act of 1933, as amended and Regulation D promulgated thereunder. The Partnership was formed to pool investment funds of its investors and together with the General Partner for the purpose of investing and trading in a wide variety of securities and financial instruments, primarily focusing on publicly traded equity securities.

CIG Partners, LLC, a Delaware limited liability company, is the general partner of the Partnership and is responsible for the overall management of the Partnership's affairs. CIG Asset Management, Inc., a Michigan corporation, is the investment manager of the Partnership. The Investment Manager has discretionary investment authority over the Partnership's assets. As the principal equity holder and executive of the General Partner and the Investment Manager, Osman R. Minkara ("Principal") controls all of the Partnership's operations and activities. David M. Martin is the portfolio manager for the Partnership. The Investment Manager also provides investment advisory services to CIG PlenaStrategy Fund, LP, a Delaware limited partnership ("**CIG PLENA**"), and to separately managed accounts.

CIGAM may recommend CIG CAM to its advisory clients as an investment in client portfolios if deemed suitable. CIG Partners and CIG Asset Management may receive separate and customary compensation for this activity and may pay a portion of the compensation to individuals employed by or in control of these entities. Both CIGAM and CIG CAM, LP are under common control by Osman Minkara.

Related Persons: CIG PlenaStrategy Fund, LP

Relationships and Arrangements with Related Persons: CIG PlenaStrategy Fund, LP

The principal executive officers and other related employees of CIGAM are managers of CIG PlenaStrategy Fund, LP, a limited partnership organized under the Delaware Revised Uniform Limited Partnership Act, which offers limited partnership interests in the Partnership in a private placement pursuant to Section 4(2) of the Securities Act of 1933, as amended and Regulation D promulgated thereunder. The Partnership was formed to pool investment funds of its investors and invest such funds with a number of portfolio managers selected by the Investment Manager (as defined below). In industry parlance, the Partnership is a “fund-of-funds.” As further described herein, the Managers invest the Partnership's assets in a wide variety of securities and other financial instruments, domestic and foreign.

CIG Partners, LLC, a Delaware limited liability company, is the general partner of the Partnership and is responsible for the management of the Partnership's affairs. CIG Asset Management, Inc., a Michigan corporation, is the investment manager of the Partnership and has discretionary investment authority over the Partnership's assets. The Investment Manager also provides investment advisory services to CIG CAM, LP, a Delaware limited partnership (“**CIG CAM**”), and to separately managed accounts. As the principal equity holder and executive of the General Partner and the Investment Manager, Osman R. Minkara controls all of the Partnership's operations and activities, and is the primary portfolio manager of the Partnership.

CIG Partners and CIG Asset Management may receive separate and customary compensation for this activity and may pay a portion of the compensation to individuals employed by or in control of these entities. Both CIGAM and CIG PLENA are under common control by Osman Minkara. This fund is closed to new investments.

GENERAL MANAGERS

Related Persons: CIG Venture Management, LLC.

Relationships and Arrangements with Related Persons: CIG Venture Management, LLC.

CIG Venture Management, LLC, a Michigan limited liability company, is the general manager of GenOne – CIG, LLC. Osman R. Minkara is a member and the sole manager of the Manager. Both CIG Corp., the parent company to CIGAM, and CIG Venture Management are owned by Osman Minkara.

Related Persons: CIG Partners, LLC.

Relationships and Arrangements with Related Persons: CIG Partners, LLC.

CIG Partners, LLC, is a Delaware limited liability company, is the general partner of the CAM and Plena Strategy Fund Limited Partnerships and is responsible for the overall management of the Partnership affairs. Osman R. Minkara is the principal equity holder and executive of the General Partner and the Investment Manager, CIG Asset Management, Inc., of both Partnerships. As such he controls all of the Partnership's operations and activities. David M. Martin is the portfolio manager for the CAM, LP portfolio. Payments to the General Manager and Investment Manager are detailed below. Both CIG Corp., the parent company to CIGAM, and CIG Partners are owned by Osman Minkara.

Related Persons: CIG Realty, LLC.,

Relationships and Arrangements with Related Persons: CIG Realty, LLC.

CIG Realty, LLC, a Michigan limited liability company manages Madison Business Park Investments, LLC. The Company will be managed by CIG. Osman R. Minkara is a member and the sole manager of the Manager. Both CIG Corp., the parent company to CIGAM, and CIG Realty are owned by Osman Minkara.

Participation or Interest in Client Transactions.

The executive officers and other employees of CIGAM, as licensed registered representatives of a broker/dealer or licensed agents of an insurance agency, are able to effect securities or insurance transactions for separate and typical compensation. Those licensed individuals may recommend their broker/dealer to our advisory clients; however, clients are under no obligation to effect transactions through any recommended broker or dealer. We advise you, the client, that you are not under any obligation to engage these individuals when considering implementation of any advisory recommendations made by us. Where possible, CIGAM will recommend no-load mutual funds or load mutual funds available at Net Asset Value ("NAV").

Limited Partnership Investments

CIG Asset Management, Inc. may place clients in investments in Limited Partnerships investing in Real Estate Investment Trusts, Equipment Leasing and Financing Fund for which the affiliated broker/dealer, CIG Securities, Inc. maybe paid a commission. These investments will be included in the assets under management for fee computation purposes.

Insurance Products

CIG Asset Management, Inc. may, from time to time, in the course of its financial planning services, recommend that a client invest in a variable insurance product or purchase a life or disability or other type of insurance contract for with the affiliated insurance agency, CIG Risk Management, Inc. or broker/dealer, CIG Securities, Inc. may receive a commission.

Employee Trading

CIGAM and its employees may buy or sell securities identical to those recommended to our clients. It is our express policy that any person employed by us is prohibited from profiting at the expense of our clients and from competing with our clients.

We may recommend **Affiliated Funds**, such as those described below, to clients. Clients have the right, at any time, to prohibit us from investing any of their managed assets in **Affiliated Funds**.

CIG CAM, LP

Conflicts of Interest

CIG Partners, LLC.

CIG Partners, LLC the general partner of the CIG CAM, LP, is managed by Osman R. Minkara, the principal equity holder and executive of the Company. As such he controls all of the Partnership's operations and activities. The Manager of CIG Partners, LLC. (i) will devote only such time and efforts to the business of the Company as they determine are necessary, and (ii) are not prohibited from engaging in activities that are competitive with the Company. It is expected that affiliates of the Manager may act in similar roles in the future. Performance of the functions assigned to the Manager in the Operating Agreement of the Company and of those functions assigned to affiliates of the Manager on behalf of other entities may present conflicts of interest. The Manager and its affiliates will attempt to resolve these conflicts of interest in a manner consistent with their fiduciary duties to the respective entities with which they are affiliated.

The Manager and its affiliates, including CIG Asset Management, Inc., will receive substantial fees and other compensation in connection with this offering. In addition, the Manager or one or more of its affiliates, including CIG Asset Management, Inc., may perform management, business or financial consulting, or other similar services with respect to the Company and the CIG CAM, LP, and may receive fees and commissions as consideration for these services, at market rates. The Manager and CIG Asset Management, Inc. have been and will be subject to conflicts of interest in establishing certain of those fees and other compensation. The affiliation of CIG Asset Management, Inc. with the Manager also creates certain conflicts of interest for CIG Asset Management, Inc. and the Manager.

General. The General Partner, CIG Partners, is accountable to the Partnership as a fiduciary and, consequently, must exercise good faith and integrity in handling the business of the Partnership. Nevertheless, in the conduct of such business, conflicts may arise between the interests of the General Partner (and its affiliates) and those of investors, and you should be aware of these conflicts of interest before investing.

No Obligation of Full-Time Service. Neither the General Partner, CIG Partners, the Investment Manager, CIGAM, nor Mr. Minkara has any obligation to devote their full time to the business of the Partnership. They are only required to devote such time and attention to the affairs of the Partnership as they decide is appropriate, and they may engage in other activities or ventures, including competing ventures and/or unrelated employment, which result in various conflicts of interest between such persons and the Partnership.

Advisory Services to Others. In addition to managing the Partnership's investments, the General Partner, CIG Partners, the Investment Manager, CIGAM, Mr. Minkara and their affiliates may provide investment management services to other persons, including other private investment funds that may employ an investment program and strategy substantially similar to that used by the Partnership ("Affiliated Funds"). From time to time, any of these vehicles or management companies may employ a similar investment strategy to the Partnership, or part of its portfolio. The trades made by Affiliated Funds or other client accounts that may be managed by the Investment Manager or its principals or affiliates in the future may compete with trades for the Partnership's account, and the Investment Manager or its principals or affiliates may decide to invest the funds of these accounts or clients rather than the assets of the Partnership in a particular security or strategy. In addition, the Investment Manager and/or such other persons will determine the allocation of funds from the Partnership and such other accounts and clients to investment strategies and techniques on whatever basis they decide is appropriate. The records of these accounts and clients will not be made available to Limited Partners. Nonetheless, in the event that certain securities, instruments and other assets are suitable for acquisition by the Partnership and by other accounts managed by the Investment Manager or its principals or affiliates, and the Investment Manager or such other persons are not able to acquire the desired aggregate amount of such securities, instruments and other assets on terms and conditions which they deem advisable, the Investment Manager and such persons will endeavor in good faith to allocate the limited amount of such investment opportunities among the various accounts for which they consider to be suitable.

In addition, the Investment Manager and such other persons will determine the allocation of funds from the Partnership and such other accounts or clients to investment strategies and techniques on whatever basis they consider appropriate or desirable in their sole and absolute discretion.

Diverse Limited Partners. The Limited Partners may include taxable and tax-exempt entities and persons or entities resident of or organized in various jurisdictions. As a result, conflicts of interest may arise in connection with decisions made by the General Partner, CIG Partners and the Investment Manager and CIGAM, that may be more beneficial for one type of Limited Partner than for another type of Limited Partner. In making such decisions, the General Partner and the Investment Manager intend to consider the investment objectives of the Partnership as a whole, not the investment objectives of any Limited Partner individually.

Use of Third Party Marketers. The General Partner may enter into fee sharing arrangements with third party marketers or solicitors who refer investors to the Partnership. Such third party marketers may have a conflict of interest in advising prospective investors whether to purchase or redeem Interests.

Personal Trading by The General Partner, CIG Partners, the Investment Manager, CIGAM, and Affiliates. The General Partner, CIG Partners, the Investment Manager, CIGAM, and their principals and affiliates may make trades and investments for their own accounts. In these accounts, any such person may use trading and investment methods that are similar to, or substantially different from, the methods used by them to direct the Partnership's account. The records of these personal accounts will not be made available to Limited Partners.

Lack of Separate Representation. Neither the Partnership Agreement nor any of the agreements, contracts and arrangements between the Partnership, on the one hand, and the General Partner and/or the Investment Manager, on the other hand, were or will be the result of arm's-length negotiations. The attorneys, accountants and others who have performed services for the Partnership in connection with this offering, and who will perform services for the Partnership in the future, have been and will be selected by the General Partner. No independent counsel has been retained to represent the interests of prospective investors or Limited Partners, and the Partnership Agreement has not been reviewed by any attorney on their behalf. You are therefore urged to consult your own counsel as to the terms and provisions of the Partnership Agreement and all other related documents.

Soft Dollars and Directed Brokerage. The General Partner and the Investment Manager may be offered non-monetary benefits or "soft dollars" by brokers to induce the General Partner or the Investment Manager to engage such brokers to execute certain transactions on behalf of the Partnership. These soft dollars may take the form of research and other related services regarding investments and may be available for use by The General Partner, CIG Partners, the Investment Manager, CIGAM, or their affiliates in connection with transactions in which the Partnership does not participate. Brokers may also solicit or refer investors to invest in the Partnership. The availability of these benefits may influence the General Partner or the Investment Manager to select one broker rather than another to perform services for the Partnership. The General Partner and the Investment Manager intend to use reasonable efforts so that either the fees and costs for services provided to the Partnership by such brokers are reasonable in relation to the fees and costs charged by other equally capable brokers not offering such services or that the Partnership also will benefit from the services.

Valuation of Assets. The General Partner will calculate the Net Asset Value of the Partnership and the Limited Partners' capital accounts and value the investments held by the Partnership in accordance with GAAP (except that organizational costs may be capitalized and amortized over a period of 60 months), this Memorandum and the Partnership Agreement. Any securities, commodities, options, other instruments and other assets held by the Partnership for which there is no clear valuation (e.g. no quoted prices) are assigned a value as

reasonably determined by the General Partner, in consultation with the Investment Manager and such industry professionals and other third parties as the General Partner deems appropriate. The General Partner and the Investment Manager each have a conflict of interest in that the General Partner will receive a higher Performance Allocation and the Investment Manager will receive a higher Management Fee if the securities are given a favorable valuation. See "SUMMARY OF PARTNERSHIP TERMS – Determination of Net Asset Value" in the Memorandum for more information.

Broad Discretionary Power to Choose Investments and Strategies. The Investment Management Agreement gives the Investment Manager broad discretionary power to decide what investments the Partnership will make and what strategies it will use. While the Investment Manager currently intends to use the strategies described in the "INVESTMENT PROGRAM," it is not obligated to do so, and it may choose any other investments and strategies that it believes are advisable.

Management Fees. The Partnership has entered into an investment management agreement with the Investment Manager, CIGAM, to manage the Partnership's portfolio. In consideration for services provided pursuant to the Investment Management Agreement, the Investment Manager shall receive a monthly management fee equal to 0.125% (approximately 1.5% annually) of each Limited Partner's share of the Partnership's Net Asset Value (as defined in the Private Placement Memorandum). The Management Fee shall be payable to the Investment Manager monthly in advance and calculated as of the first day of each month. A pro rata Management Fee will be charged to Limited Partners on any amounts accepted by the General Partner, CIG Partners, LLC, as investments in the midst of any month. No part of the Management Fee will be refunded in the event that a Limited Partner withdraws all or any of the value in the Limited Partner's capital account during a month. Management Fees shall be payable with respect to the Interests of a Limited Partner in any Side Pocket Account (as defined below). With respect to any Limited Partner who has withdrawn from the Partnership, with the exception of any interests in a Side Pocket Account, the Management Fees shall accrue until, and be paid at, the time of the reallocation of the Limited Partner's Interests in the Side Pocket Account. The Investment Manager, in its sole discretion, may waive or reduce the Management Fee with respect to one or more Limited Partners for any period of time, or agree to apply a different Management Fee for that Limited Partner (all such arrangements in the form of a rebate or otherwise).

Performance Allocation. As consideration for services pursuant to the Partnership Agreement, the General Partner, CIG Partners, shall receive an annual performance allocation at the close of each fiscal year equal to 20% of the portion of the Partnership's annual net income (including realized and unrealized gains and net of the Management Fee) attributable to each Limited Partner. The Performance Allocation shall be subject to a Loss Carryforward provision (sometimes referred to as a "high water mark" - that is, if a Limited Partner's capital account has a net loss in any fiscal year, this loss will be recorded and carried forward as to such Limited Partner to future fiscal years). The General Partner will not receive the Performance Allocation from such Limited Partner in any future fiscal year until the Loss Carryforward amount for such Limited Partner has been recovered (i.e., when the Loss Carryforward amount has been exceeded by the cumulative profits allocable to such Limited Partner for the fiscal years following the Loss Carryforward). Once the Loss Carryforward has been recovered, the Performance Allocation shall be based on the excess profits (over the Loss Carryforward amount) as to such Limited Partner, rather than on all profits. The "high water mark" procedure prevents the General Partner from receiving the Performance Allocation as to profits that simply restore previous losses and is intended to ensure that the Performance Allocation is based on the long-term performance of an investment in the Partnership. The Performance Allocation shall not include any change in the value of a security or other financial instrument held in a Side Pocket Account, until such security or other financial instrument (or the proceeds thereof) is reallocated to the capital accounts of participating Partners.

Upon any withdrawal by a Limited Partner, whether voluntary or involuntary, the General Partner shall also receive the Performance Allocation with respect to the amounts withdrawn. The General Partner shall also receive the Performance Allocation upon dissolution of the Partnership. The Performance Allocation shall be in addition to the proportionate allocations of income and profits, or losses, to the General Partner and/or its affiliates based upon their capital accounts relative to the capital accounts of all Partners. The General Partner, in its sole discretion, may waive or reduce the Performance Allocation with respect to any Limited Partner for any period of time, or agree to modify the Performance Allocation for that Limited Partner. The General Partner may, in its discretion, reallocate a portion of the Performance Allocation to certain Limited Partners.

Organizational Expenses. The Partnership shall pay or reimburse the General Partner, CIG Partners, the Investment Manager, CIGAM, and/or their affiliates for all expenses related to the organization and initial offering expenses of the Partnership, including, but not limited to, legal and accounting fees, printing and mailing expenses and government filing fees (including blue sky filing fees). To the extent the Partnership pays or reimburses other parties for them, the Partnership's organizational and initial offering expenses, may be, for accounting purposes, amortized by the Partnership for up to a 60 month period. Amortization of such expenses over a period that is up to 60 months is a divergence from U.S. generally accepted accounting principles ("GAAP"). If the Partnership is terminated within 60 months of its commencement, any unamortized expenses will be recognized. If a Limited Partner makes a withdrawal prior to the end of the period during which the Partnership is amortizing expenses, the Partnership may, but is not required to, accelerate a proportionate share of the unamortized expenses based upon the amount being withdrawn and reduce withdrawal proceeds accordingly.

Operating Expenses. The Partnership shall pay, or reimburse the General Partner, CIG Partners, the Investment Manager, CIGAM, and its affiliates, for (A) all expenses incurred in connection with the ongoing offer and sale of Interests, including, but not limited to, marketing expenses, documentation of performance and the admission of Limited Partners, (B) all operating expenses of the Partnership such as tax preparation fees, governmental fees and taxes, administrator fees, communications with Limited Partners, and ongoing legal, accounting, auditing, bookkeeping, consulting and other professional fees and expenses, (C) all Partnership research and investment related costs and expenses (e.g., brokerage commissions, margin interest, expenses related to short sales, custodial fees and clearing and settlement charges) and (D) all fees and other expenses incurred in connection with the investigation, prosecution or defense of any claims, assertion of rights or pursuit of remedies, by or against the Partnership, including, without limitation, professional and other advisory and consulting expenses and travel expenses, and whether or not pursuant to bankruptcy or other legal proceedings, or participation in informal committees of creditors or other security holders of an issuer.

Each of The General Partner, CIG Partners, the Investment Manager, CIGAM, or any of their respective affiliates, in its sole discretion, may from time to time pay for any of the foregoing Partnership expenses. The General Partner and the Investment Manager may elect to be reimbursed for such expenses, or to waive their right to reimbursement for any such expenses, as well as terminate any such voluntary payment or waiver of reimbursement.

General Partner's and Investment Manager's Expenses. The General Partner and the Investment Manager will pay their own general operating and overhead type expenses associated with providing the management and investment management services required under the Partnership Agreement and the Investment Management Agreement, respectively. These expenses include all expenses incurred by the General Partner and the Investment Manager in providing for their normal operating overhead, including, but not limited to, the cost of providing relevant support and administrative services (e.g., employee compensation and benefits, rent, office equipment, insurance, utilities, telephone, secretarial and bookkeeping services, etc.), but not including any Partnership operating expenses described above. However, the General Partner and the Investment Manager may use "soft dollar" commissions generated by the Partnership's securities transactions to pay for certain research related expenses that the General Partner and the Investment Manager might otherwise have to bear or that otherwise benefit The General Partner, CIG Partners, the Investment Manager, CIGAM, and their affiliates

The foregoing list of risk factors does not purport to be a complete enumeration or explanation of the risks involved in an investment in the Partnership. Offerees should read the entire Memorandum and the Partnership Agreement and consult with their own advisors before deciding to purchase Interests.

CIG PlenaStrategy Fund, LP & CIG Partners, LLC

CONFLICTS OF INTEREST

CIG Partners, LLC.

CIG Partners, LLC the general partner of the CIG PlenaStrategy Fund is managed by Osman R. Minkara, the principal equity holder and executive of the Company. As such he controls all of the Partnership's operations and activities. The Manager of CIG Partners, LLC. (i) will devote only such time and efforts to the business of the Company as they determine are necessary, and (ii) are not prohibited from engaging in activities that are competitive with the Company. It is expected that affiliates of the Manager may act in similar roles in the future. Performance of the functions assigned to the Manager in the Operating Agreement of the Company and of those functions assigned to affiliates of the Manager on behalf of other entities may present conflicts of interest. The Manager and its affiliates will attempt to resolve these conflicts of interest in a manner consistent with their fiduciary duties to the respective entities with which they are affiliated.

The Manager and its affiliates, including CIG Asset Management, Inc., will receive substantial fees and other compensation in connection with this offering. In addition, the Manager or one or more of its affiliates, including CIG Asset Management, Inc., may perform management, business or financial consulting, or other similar services with respect to the Company and the CIG PlenaStrategy Fund, LP, and may receive fees and commissions as consideration for these services, at market rates. The Manager and CIG Asset Management, Inc. have been and will be subject to conflicts of interest in establishing certain of those fees and other compensation. The affiliation of CIG Asset Management, Inc. with the Manager also creates certain conflicts of interest for CIG Asset Management, Inc. and the Manager.

No Obligation of Full-Time Service. Neither the General Partner, CIG Partners, the Investment Manager, CIGAM, nor Mr. Minkara has any obligation to devote their full time to the business of the Partnership. They are only required to devote such time and attention to the affairs of the Partnership as they decide is appropriate, and they may engage in other activities or ventures, including competing ventures and/or

unrelated employment, which result in various conflicts of interest between such persons and the Partnership.

Advisory Services to Others. In addition to managing the Partnership's investments, the General Partner, CIG Partners, the Investment Manager, CIGAM, Mr. Minkara and their affiliates may provide investment management services to other persons, including other private investment funds that may employ an investment program and strategy substantially similar to that used by the Partnership ("Affiliated Funds"). From time to time, any of these vehicles or management companies may employ a similar investment strategy to the Partnership, or part of its portfolio. The trades made by Affiliated Funds or other client accounts that may be managed by the Investment Manager or its principals or affiliates in the future may compete with trades for the Partnership's account, and the Investment Manager or its principals or affiliates may decide to invest the funds of these accounts or clients rather than the assets of the Partnership in a particular security or strategy. In addition, the Investment Manager and/or such other persons will determine the allocation of funds from the Partnership and such other accounts and clients to investment strategies and techniques on whatever basis they decide is appropriate. The records of these accounts and clients will not be made available to Limited Partners. Nonetheless, in the event that certain securities, instruments and other assets are suitable for acquisition by the Partnership and by other accounts managed by the Investment Manager or its principals or affiliates, and the Investment Manager or such other persons are not able to acquire the desired aggregate amount of such securities, instruments and other assets on terms and conditions which they deem advisable, the Investment Manager and such persons will endeavor in good faith to allocate the limited amount of such investment opportunities among the various accounts for which they consider to be suitable.

In addition, the Investment Manager and such other persons will determine the allocation of funds from the Partnership and such other accounts or clients to investment strategies and techniques on whatever basis they consider appropriate or desirable in their sole and absolute discretion.

Diverse Limited Partners. The Limited Partners may include taxable and tax-exempt entities and persons or entities resident of or organized in various jurisdictions. As a result, conflicts of interest may arise in connection with decisions made by the General Partner, CIG Partners and the Investment Manager and CIGAM, that may be more beneficial for one type of Limited Partner than for another type of Limited Partner. In making such decisions, the General Partner and the Investment Manager intend to consider the investment objectives of the Partnership as a whole, not the investment objectives of any Limited Partner individually.

Use of Third Party Marketers. The General Partner may enter into fee sharing arrangements with third party marketers or solicitors who refer investors to the Partnership. Such third party marketers may have a conflict of interest in advising prospective investors whether to purchase or redeem Interests.

Personal Trading by The General Partner, CIG Partners, the Investment Manager, CIGAM, and Affiliates. The General Partner, CIG Partners, the Investment Manager, CIGAM, and their principals and affiliates may make trades and investments for their own accounts. In these accounts, any such person may use trading and investment methods that are similar to, or substantially different from, the methods used by them to direct the Partnership's account. The records of these personal accounts will not be made available to Limited Partners.

Lack of Separate Representation. Neither the Partnership Agreement nor any of the agreements, contracts and arrangements between the Partnership, on the one hand, and the General Partner and/or the Investment Manager, on the other hand, were or will be the result of arm's-length negotiations. The attorneys, accountants and others who have performed services for the Partnership in connection with this offering, and who will perform services for the Partnership in the future, have been and will be selected by the General Partner. No independent counsel has been retained to represent the interests of prospective investors or Limited Partners, and the Partnership Agreement has not been reviewed by any attorney on their behalf. You are therefore urged to consult your own counsel as to the terms and provisions of the Partnership Agreement and all other related documents.

Soft Dollars and Directed Brokerage. The General Partner and the Investment Manager may be offered non-monetary benefits or "soft dollars" by brokers to induce the General Partner or the Investment Manager to engage such brokers to execute certain transactions on behalf of the Partnership. These soft dollars may take the form of research and other related services regarding investments and may be available for use by The General Partner, CIG Partners, the Investment Manager, CIGAM, or their affiliates in connection with transactions in which the Partnership does not participate. Brokers may also solicit or refer investors to invest in the Partnership. The availability of these benefits may influence the General Partner or the Investment Manager to select one broker rather than another to perform services for the Partnership. The General Partner and the Investment Manager intend to use reasonable efforts so that either the fees and costs for services provided to the Partnership by such brokers are reasonable in relation to the fees and costs charged by other equally capable brokers not offering such services or that the Partnership also will benefit from the services.

Valuation of Assets. The General Partner will calculate the Net Asset Value of the Partnership and the Limited Partners' capital accounts and value the investments held by the Partnership in accordance with GAAP (except that organizational costs may be capitalized and amortized over a period of 60 months), this Memorandum and the Partnership Agreement. Any securities, commodities, options, other

instruments and other assets held by the Partnership for which there is no clear valuation (e.g. no quoted prices) are assigned a value as reasonably determined by the General Partner, in consultation with the Investment Manager and such industry professionals and other third parties as the General Partner deems appropriate. The General Partner and the Investment Manager each have a conflict of interest in that the General Partner will receive a higher Performance Allocation and the Investment Manager will receive a higher Management Fee if the securities are given a favorable valuation. See "SUMMARY OF PARTNERSHIP TERMS – Determination of Net Asset Value" in the Memorandum for more information.

Manager Conflicts. Conflicts of interest may arise from the fact that Managers can carry on investment activities for their own accounts and for other clients in which the Partnership has no interest. The Managers have discretion, consistent with best execution, to execute security transactions on behalf of the Partnership through brokerage firms selected by them, including brokerage firms affiliated with such Managers.

Performance Based Compensation; Arrangements with Managers. The Partnership may enter into arrangements with certain Managers to manage a portion of the Partnership's assets which provide that such Managers be compensated, in whole or in part, based on the appreciation in value (including unrealized appreciation) of the account during specific measuring periods. In certain cases, Managers may be paid a fee based on appreciation during the specific period without taking into account losses occurring in prior periods. Such fee arrangements may create an incentive for such Managers to make investments that are riskier than would be the case in the absence of such performance based compensation arrangements. Due to the fees and expenses charged by the Managers, the Partnership is subject to layering of administrative expenses and management fees, as well as of incentive compensation. In addition, the Partnership may be required to make an incentive allocation to certain Managers who make a profit for the Partnership in a particular fiscal year even though the Partnership may in the aggregate incur a net loss for such fiscal year. The Partnership may also be subject to misallocations of the incentive compensation assessed on the Partnership's investments with Managers. Such fees in the aggregate will constitute a higher percentage relative to other investment entities.

Access to Information from Managers. The Investment Manager will request detailed information on a continuing basis from each Manager regarding the Manager's historical performance and investment strategies. However, the Investment Manager may not always be provided with detailed information regarding all the investments made by a Manager because certain of this information may be considered proprietary information by the Manager. This potential lack of access to information may make it more difficult for the Investment Manager to select, allocate amongst and evaluate certain Managers.

Broad Discretionary Power to Choose Investments and Strategies. The Investment Management Agreement gives the Investment Manager broad discretionary power to decide what investments the Partnership will make and what strategies it will use. While the Investment Manager currently intends to use the strategies described in the "INVESTMENT PROGRAM," it is not obligated to do so, and it may choose any other investments and strategies that it believes are advisable.

Marketing Fees. The General Partner may sell Interests through broker-dealers, placement agents and other persons and pay a marketing fee or commission in connection with such activities, including ongoing payments, at the General Partner's own expense. In certain cases, the General Partner and/or the Investment Manager reserve the right to deduct a percentage of the amount invested by a Limited Partner in the Partnership to pay sales fees or charges, on a fully disclosed basis, to a broker-dealer, placement agent or other person based upon the capital contribution of the investor introduced to the Partnership by such broker-dealer, agent or other person. Any such sales fees or charges would be assessed against the referred investor and would reduce the amount actually invested by the investor in the Partnership.

Management Fees. The Partnership has entered into an investment management agreement with the Investment Manager, CIGAM, to manage the Partnership's portfolio. In consideration for services provided pursuant to the Investment Management Agreement, the Investment Manager shall receive a monthly management fee equal to 0.0833% (approximately 1.0% annually) of each Limited Partner's share of the Partnership's Net Asset Value (as defined in the Private Placement Memorandum). The Management Fee shall be calculated and payable to the Investment Manager monthly in advance, as of the first day of each month. A pro rata Management Fee will be charged to Limited Partners on any amounts accepted by the General Partner as investments during any month. No part of the Management Fee will be refunded in the event that a Limited Partner withdraws all or any of the value in the Limited Partner's capital account during a month. Management Fees shall be payable with respect to the Interests of a Limited Partner in any Side Pocket Account or any New Issues Account (each as defined below). With respect to any Limited Partner who has withdrawn from the Partnership, with the exception of any interests in a Side Pocket Account, the Management Fees shall accrue until, and be paid at, the time of the reallocation of the Limited Partner's Interests in the Side Pocket Account. The Investment Manager, in its sole discretion, may waive or reduce the Management Fee with respect to one or more Limited Partners for any period of time, or agree to apply a different Management Fee for that Limited Partner (all such arrangements in the form of a rebate or otherwise).

Performance Allocation. As consideration for services pursuant to the Partnership Agreement, the General Partner, CIG Partners, LLC, shall receive an annual performance allocation at the close of each fiscal year equal to 10% of the portion of the Partnership's annual net income (including realized and unrealized gains and net of the Management Fee) attributable to each Limited Partner. The Performance Allocation shall be subject to a Loss Carryforward provision (sometimes referred to as a "high water mark" - that is, if a Limited Partner's capital account has a net loss in any fiscal year, this loss will be recorded and carried forward as to such Limited Partner to future fiscal years). The General Partner will not receive the Performance Allocation from such Limited Partner in any future fiscal year until the Loss Carryforward amount for such Limited Partner has been recovered (i.e. when the Loss Carryforward amount has been exceeded by the cumulative profits allocable to such Limited Partner for the fiscal years following the Loss Carryforward). Once the Loss Carryforward has been recovered, the Performance Allocation shall be based on the excess profits (over the Loss Carryforward amount) as to such Limited Partner, rather than on all profits. The "high water mark" procedure prevents the General Partner from receiving the Performance Allocation as to profits that simply restore previous losses and is intended to ensure that the Performance Allocation is based on the long-term performance of an investment in the Partnership. The Performance Allocation shall not include any change in the value of a security or other financial instrument held in a Side Pocket Account, until such security or other financial instrument (or the proceeds thereof) is reallocated to the capital accounts of participating Partners.

Upon any withdrawal by a Limited Partner, whether voluntary or involuntary, the General Partner shall also receive the Performance Allocation with respect to the amounts withdrawn. The General Partner shall also receive the Performance Allocation upon dissolution of the Partnership. The Performance Allocation shall be in addition to the proportionate allocations of income and profits, or losses, to the General Partner and/or its affiliates based upon their capital accounts relative to the capital accounts of all Partners. The General Partner, in its sole discretion, may waive or reduce the Performance Allocation with respect to any Limited Partner for any period of time, or agree to modify the Performance Allocation for that Limited Partner. The General Partner may, in its discretion, reallocate a portion of the Performance Allocation to certain Limited Partners.

The Performance Allocation creates an incentive for the Investment Manager, an affiliate of the General Partner, to effect transactions in investments that are riskier or more speculative than would be the case in the absence of such an allocation. Additionally, since the Performance Allocation is calculated on a basis which includes unrealized appreciation of the Partnership's assets, such allocation may be greater than if it were based solely on realized gains.

Organizational Expenses. The Partnership shall pay or reimburse The General Partner, CIG Partners, the Investment Manager, CIGAM, and/or their affiliates for all expenses related to the organization and initial offering expenses of the Partnership, including, but not limited to, legal and accounting fees, printing and mailing expenses and government filing fees (including blue sky filing fees). To the extent the Partnership pays or reimburses other parties for them, the Partnership's organizational and initial offering expenses, may be, for accounting purposes, amortized by the Partnership for up to a 60 month period. Amortization of such expenses over a period that is up to 60 months is a divergence from U.S. generally accepted accounting principles ("GAAP"). If the Partnership is terminated within 60 months of its commencement, any unamortized expenses will be recognized. If a Limited Partner makes a withdrawal prior to the end of the period during which the Partnership is amortizing expenses, the Partnership may, but is not required to, accelerate a proportionate share of the unamortized expenses based upon the amount being withdrawn and reduce withdrawal proceeds accordingly.

Operating Expenses. The Partnership shall pay, or reimburse the General Partner (CIG Partners), the Investment Manager (CIGAM) and its affiliates, for (A) all expenses incurred in connection with the ongoing offer and sale of Interests, including, but not limited to, marketing expenses, documentation of performance and the admission of Limited Partners, (B) all operating expenses of the Partnership such as tax preparation fees, governmental fees and taxes, administrator fees, communications with Limited Partners, and ongoing legal, accounting, auditing, bookkeeping, consulting and other professional fees and expenses, (C) all Partnership research, due diligence on Managers and investment related costs and expenses (e.g., expenses related to the acquisition of information needed to evaluate, select and monitor Managers and markets, and custodial fees), and (D) all fees and other expenses incurred in connection with the investigation, prosecution or defense of any claims, assertion of rights or pursuit of remedies, by or against the Partnership, including, without limitation, professional and other advisory and consulting expenses and travel expenses.

Each of The General Partner, CIG Partners, the Investment Manager, CIGAM, or any of their respective affiliates, in its sole discretion, may from time to time pay for any of the foregoing Partnership expenses. Any such person may elect to be reimbursed for such expenses, or to waive its right to reimbursement for any such expenses, as well as terminate any such voluntary payment or waiver of reimbursement.

The Partnership is also subject to the administrative expenses and management fees, as well as the incentive compensation, of the Managers to the extent of the Partnership assets that they manage.

General Partner's and Investment Manager's Expenses. The General Partner and the Investment Manager will pay their own general operating and overhead type expenses associated with providing the management and investment management services required under the Partnership Agreement and the Investment Management Agreement, respectively. These expenses include all expenses incurred by the General Partner and the Investment Manager in providing for their normal operating overhead, including, but not limited to, the cost of providing relevant support and administrative services (e.g., employee compensation and benefits, rent, office equipment, insurance, utilities, telephone, secretarial and bookkeeping services, etc.), but not including any Partnership operating expenses described above.

The foregoing list of risk factors does not purport to be a complete enumeration or explanation of the risks involved in an investment in the Partnership. Offerees should read the entire Memorandum and the Partnership Agreement and consult with their own advisors before deciding to purchase Interests.

GenOne – CIG, LLC and CIG Venture Management, LLC.

CIG Venture Management, LLC, is the general manager of GenOne – CIG, LLC. Osman R. Minkara is a member and the sole manager of the Manager. GenOne – CIG, LLC compensates the Manager an annual management fee of 1% of the value of the investment, which will be paid in equal monthly installments. The Company also will reimburse the Manager for all reasonable costs and expenses it incurs on behalf of the Company.

Conflicts of Interest

The Manager of GenOne – CIG, LLC. and its personnel (i) will devote only such time and efforts to the business of the Company as they determine are necessary, and (ii) are not prohibited from engaging in activities that are competitive with the Company. It is expected that affiliates of the Manager may act in similar roles in the future. Performance of the functions assigned to the Manager in the Operating Agreement of the Company and of those functions assigned to affiliates of the Manager on behalf of other entities may present conflicts of interest. The Manager and its affiliates will attempt to resolve these conflicts of interest in a manner consistent with their fiduciary duties to the respective entities with which they are affiliated.

The Manager and its affiliates, including CIG Securities, will receive substantial fees and other compensation in connection with this offering. In addition, the Manager or one or more of its affiliates, including CIG Securities, may perform management, business or financial consulting, or other similar services with respect to the Company and GenerationOne, and may receive fees and commissions as consideration for these services, at market rates. The Manager and CIG Securities have been and will be subject to conflicts of interest in establishing certain of those fees and other compensation. The affiliation of CIG Securities with the Manager also creates certain conflicts of interest for CIG Securities and the Manager. Conflicts of interest may arise from the fact that managing member can provide investment activities for the own accounts and for other clients in which the Partnership has no interest.

Madison Business Park Investments, LLC and CIG Realty, LLC.

CIG Realty, LLC, a Michigan limited liability company manages Madison Business Park Investments, LLC. The Company will be managed by CIG. Osman R. Minkara is a member and the sole manager of the Manager. Mr. Minkara will own a 10% limited partnership interest in the Partnership. He is not expected to become a member of the Company. The Company compensates the Manager for management and other agreed upon services an annual management fee as detailed in the Offering Memorandum. The Company also will reimburse the Manager for all expenses it incurs on behalf of the Company

Conflicts of Interest

The managing member of Madison Business Park Investments, LLC. (i) will devote only such time and efforts to the business of the Company as they determine are necessary, and (ii) are not prohibited from engaging in activities that are competitive with the Company. It is expected that affiliates of the Manager may act in similar roles in the future. Performance of the functions assigned to the Manager in the Operating Agreement of the Company and of those functions assigned to affiliates of the Manager on behalf of other entities may present conflicts of interest. The Manager and its affiliates will attempt to resolve these conflicts of interest in a manner consistent with their fiduciary duties to the respective entities with which they are affiliated.

The Manager will receive fees and other compensation in connection with this offering. In addition, the Manager or one or more of its affiliates, including CIG Securities, may perform management, business or financial consulting, or other similar services with respect to the Company and Madison Business Park Investments, LLC., and may receive fees and commissions as consideration for these services, at market rates. The Manager has been and will be subject to conflicts of interest in establishing certain of those fees and other compensation.

Code of Ethics.

CIGAM has adopted a joint code of ethics along with its parent holding company, CIG Corp. and CIG Securities, Inc., the affiliated broker/dealer (the "Code") in compliance with Rule 204A-1 of the Investment Advisers Act of 1940. The Code establishes rules of conduct for all employees of CIGAM and is designed to, among other things, govern personal securities trading activities in the accounts of CIGAM employees. The Code contains general ethical principles and personal securities reporting provisions for CIGAM employees. In summary, the Code prohibits employees of CIGAM from taking inappropriate advantage of their positions and the access to information concerning the investments or investment intentions of CIGAM for its clients, or their ability to influence such investment intentions, for personal gain or in a manner detrimental to the interests of its clients. Rule 204A-1 makes it unlawful for CIGAM employees to engage in conduct which is deceitful, fraudulent, or manipulative, or which involve false or misleading statements, in connection with the purchase or sale of securities. The Code acknowledges the general principles that CIGAM and/or its employees: (1) owe a fiduciary obligation to its clients; (2) have the duty at all times to place the interests of their clients first (3) must conduct all personal securities transactions in such a manner as to avoid any actual or potential conflict of interest or abuse of an individual's position of trust and responsibility; (4) should not take inappropriate advantage of their positions in relation to client accounts; (5) must comply with the federal securities laws; and (6) must safeguard nonpublic information.

A copy of the CIGAM Code of Ethics is available upon request.

Procedures and Disclosures.

The Code and other procedures adopted by CIGAM contain the following provisions to handle conflicts of interest:

1. We maintain records of all securities holdings for our clients, our self, our employees and affiliated parties. These holdings are reviewed on a regular basis by our compliance personnel.
2. No individual shall cause or attempt to cause any of our clients to purchase, sell or hold any interest in a security in a manner calculated to create any personal benefit or benefit any employee account. No officer or employee of CIGAM shall buy or sell securities for their personal portfolio(s) where their decision is substantially derived, in whole or in part, by reason of his or her employment unless the information is also available to the investing public upon reasonable inquiry.
3. Each employee of CIGAM submits quarterly reports and acknowledges the firm's policies and procedures with respect to the Code on an annual basis.
4. Each employee's personal trading accounts are reviewed on a regular basis by compliance personnel.
5. Any employee not in observance of the above may be subject to disciplinary action, and possible termination.
6. Clients are advised in their agreements with us and in the applicable investment service descriptions of the possible use of Affiliated Funds and/or Sub-Advised Funds in which we have a financial interest. Clients may at any time, instruct us not to use Affiliated Funds or Sub-Advised Funds in their accounts.

Error Review.

CIGAM management generally meets as necessary to review reported errors. Possible errors may be identified by CIGAM, CIGAM clients, financial representatives and others. The management will review the facts surrounding each circumstance to determine whether an error has occurred. If the error committee determines an error has occurred, it will consider (i) the nature and cause of the error, (ii) whether the client has been disadvantaged by the error, and (iii) suitability of the allocations resulting from an error. Unsuitable trades will always be resolved in the clients favor. If necessary, CIGAM will perform calculations to determine whether the client has experienced a loss resulting from a CIGAM error and CIGAM will offset any losses against gains resulting from the same error. Generally, CIGAM will credit the affected client's next advisory fee invoice for the amount of the loss determined by the error committee to be CIGAM's responsibility. In cases where CIGAM determines it is not appropriate to credit advisory fees, CIGAM may issue a check to the client's custodian for the amount of the loss to be deposited into the client's account, or under some circumstances a check may be sent directly to the client. CIGAM will notify its clients of errors caused by CIGAM that resulted in a loss of more than \$50. Errors less than \$50 will be corrected in the client's account but no notification will be sent to the client.

CIGAM's policy and practice is to monitor and reconcile all trading activity, identify and resolve any trade errors promptly, document each trade error with appropriate supervisory approval and maintain a trade error file.

Conditions for Managing Accounts.

We require minimum account balances as indicated above. These stated minimums are negotiable on a discretionary basis by us.

Review of Accounts.

Managed accounts are reviewed regularly, however, unusual market conditions, client requests and a change in client circumstances may trigger more frequent reviews. Wealth Managers reviews accounts. Monthly, quarterly and annual statements are provided by the broker-dealer custodian. Random reviews are initiated by the Managing Principal or his designee for proper suitability. Financial planning agreements usually terminate upon termination of the plan, however, advisors may perform additional reviews at the client's request for an additional charge or under a new agreement. For each strategy, the relative strength, momentum and price movement of each asset class is reviewed by the Senior Portfolio Manager and client allocations are weighted to best meet individual risk tolerances and objectives based on the client's selected investment management service. During the daily analysis of economic indicators, should it determine major allocation movements may be necessary, the Investment Committee, (which consists of those individuals identified above) will be consulted to review recommendations for approval. The Senior Portfolio Manager is responsible for monitoring the investment company allocations on a daily basis.

At least annually, all individual clients are asked to meet with their financial representative. Together, the client and the representative determine whether a change in their objectives warrants a change in the criteria used to manage their assets. If the information is current, no further action is required. If any information has changed, the client is instructed to promptly advise us of any changes.

For all investment services, factors that may affect portfolio weightings include changes in correlations among asset classes, economic changes, changes in client asset levels, or changes indicated by our in-house models as determined by the Senior Portfolio Manager and investment committee.

For all investment services, factors that may affect portfolio weightings include changes in relative strength of the assets, economic changes, changes in client asset levels, or changes indicated by trend analysis as determined by the Senior Portfolio Manager and investment committee.

Account review is facilitated through an arrangement with Albridge Solutions ("Albridge"). CIGAM has engaged Albridge to provide certain "back office" systems which enable CIGAM to gather and aggregate client data from multiple platforms and providers, maintain portfolio models, review models and accounts for variances, analyze account performance, generate quarterly statements and other reports, facilitate the trading of client accounts and make information available on-line via the internet, in a secure manner, to clients, their financial representatives and their supervising broker/dealers or soliciting investment advisory firms.

Regular Reports.

Client Quarterly Performance Evaluations (Statements):

Your custodian will provide you a statement (at least quarterly) identifying the amount of funds and of each security in your account at the end of the reporting period and setting forth all transactions in your account during the reporting period. CIGAM also makes various reports and quarterly performance evaluations accessible to its clients via secure internet access. Upon your request, CIGAM may also provide you with a mailed copy of your quarterly statements and reports. As stated in our Investment Advisory Agreement, you agree to carefully review any statements and reports we provide to you and notify us within 30 days of your receipt should you have any concerns regarding such statements or reports or note any discrepancies.

Trade Confirmations: Individual trade confirmations and reports of account activity may be provided by the custodian.

CIGAM will generally communicate with its clients via letters, market up-dates and other CIGAM generated literature. Under circumstances where the client has expressly consented, client correspondence and notifications may be sent via electronic means (such as e-mail), or posted to a secure web site for client access.

Investment or Brokerage Discretion.

In order for us to actively manage your assets, we require that you appoint us as attorney-in-fact with full discretionary trading authority. This will allow us to buy or sell securities, as well as specify the amount of securities to invest, without first obtaining your specific consent. This authority is limited to the transfer or exchange of your funds between asset classes within mutual fund families, variable insurance product subaccounts, exchange traded funds, and/or other securities agreed to by you in accordance with the investment management service selected by you. Under the Wealth Management program, any transaction costs associated with the management of your assets are covered as part of your advisory fee. In cases where we determine the broker or dealer to be used, we will seek to obtain the best execution possible under the circumstances. This discretionary authority in no way restricts you, from establishing special limitations on the types of investments we may recommend or make on your behalf. You may send us specific written instruction at any time regarding securities you may wish to purchase or sell and you may instruct us not to purchase specific securities or types of securities. If we are unable to accommodate your request for any reason, we will notify you immediately. Upon termination of our investment management services, we will have no obligation or authority to recommend or take any action with regard to the previously managed assets.

Some of our employees are licensed registered representatives of a broker-dealer, including our affiliated broker-dealer, CIG Securities, Inc... Those licensed individuals may recommend this broker/dealer to our advisory clients. However, clients are under no obligation to effect transactions through any recommended broker or dealer.

We may establish accounts with various nonaffiliated third party broker-dealers as requested by you through the investment management service selected. If we are responsible for selection of a broker-dealer, we will only establish accounts that provide the timely service and a fair price. We will attempt to find the lowest cost where possible. Establishment of an account with a third party broker dealer will not increase the advisory fees payable by you; however, you will be responsible for any fees and/or expenses for the establishment and use of your account.

Clients directing us to manage assets with a specific broker-dealer, including broker-dealers that have been pre-approved by us, have the sole responsibility for negotiating commission rates and other transaction costs with the broker-dealer. If a client selects a specific broker, we will not be required to effect any transaction through the specified broker if we reasonably believe that to do so may result in a breach of our fiduciary duties. You are advised that by instructing us to execute all transactions on behalf of your account through the specified broker, a disparity may exist between the commissions borne by your account and the commissions borne by our other clients that do not direct us to use a specified broker. You may also not necessarily obtain commission rates and execution as favorable as those that would be obtained if we were able to place transactions with other broker-dealers. You also may forego benefits that we may be able to obtain for our clients through negotiating volume discounts or block trades.

Some brokerage firms may make other products and services available that benefit CIGAM but may not directly benefit its clients' accounts. Some of these other products and services assist CIGAM in managing and administering client accounts. These may 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 advisory fees from clients' accounts; and assist with back-office functions, record keeping and reporting. Some of these services generally may be used to service all or a substantial number of CIGAM's accounts, including accounts not maintained at the brokerage firm providing the service. In addition, some brokerage firms provide CIGAM access to their institutional trading and custody services which are typically not available to retail investors. Such services may be available contingent upon CIGAM maintaining certain client asset levels.

Investment Management Committee.

CIGAM has an Investment Management Committee that meets on a quarterly basis to review CIGAM's trading execution practices in order to ensure CIGAM trading practices are appropriate. The committee is comprised of the Managing Principal, Chief Compliance Officer, Chief Operations Officer, Senior Portfolio Manager and Research Analyst.

Additional Compensation.

Certain mutual funds and variable annuities in which you may be invested may pay marketing fees, service fees, including shareholder service fees, 12b-1 fees, or bonus commissions to us or CIG Securities, Inc., our affiliated broker-dealer, for marketing assistance or the performance of certain administrative tasks associated with making an investment in such fund or annuity. Any such fees received by us will not be credited against the fees otherwise payable by you to us. Our employees or associated persons may also be invited to

attend seminars and meetings with the costs associated with such meetings borne by a sponsoring brokerage firm or other party extending the invitation.

Some of our employees, who are also registered representatives of a broker/dealer, may receive, from time to time, 12b-1 distribution fees from mutual funds in which they have placed clients' funds.

We may pay a portion of the advisory fee to other affiliated or non-affiliated parties who assist with certain administrative tasks associated with the management of your account. Such tasks may include account maintenance, data reconciliation, statement printing, investment research, sub-advisory services or other administrative tasks.

We may reimburse unaffiliated third parties for the costs of attending training seminars for the purpose of learning about our advisory business. We also may pay for costs associated with client seminars done for the purpose of acquiring or retaining clients for us.

Privacy Notice

CIG Corp. is the parent company of CIG Securities, Inc. a registered broker dealer and FINRA/SIPC member, CIG Asset Management, Inc. a SEC Registered Investment Adviser and CIG Risk Management, Inc. a licensed insurance agency.

CIG is committed to protecting your privacy - At CIG, we are proud of the strong relationships we have built with our clients ... relationships based on common goals and mutual trust. In serving you, we are committed to providing you with the financial planning you need now and in the years ahead, and to protecting your personal information throughout.

This privacy notice contains information about how we fulfill this commitment to you, as well as a glossary of terms. In compliance with government regulations, we also offer you choices about how your information may be shared. We provide this notice annually whether or not you have already exercised your choices.

CIG's commitment to you - We value the trust of our clients and will continue to recognize the importance of holding your personal financial information as confidential.

- We will hold our employees to strict standards of conduct to ensure the confidentiality of customer information.
- We will never use medical information to market products or make credit decisions.
- We will use information responsibly in order to help protect you from fraud, offer you improved products and services, and comply with legal obligations.
- We will maintain accurate customer information and respond promptly to customer requests for information.
- We will require companies with which we do business to appropriately safeguard the confidentiality of customer information.

CIG uses a range of personal information - We use and share information to provide quality service and to offer services that we believe will be of value or interest to our clients. For example this information helps us to:

- Service and administer your accounts with efficiency and accuracy.
- Provide you with comprehensive, high quality products and services to help meet your needs now and in the future.

The sections that follow will describe our information collection and sharing practices, and the safeguards we use to protect your non-public personal information. You will also have the opportunity to opt out of information sharing.

CIG collects information that may include:

- Information that we receive from you personally on applications, forms, or other correspondence, such as your name, address and phone number.
 - Information about your transactions with us, such as product type, amounts, dates and prices.
 - Information that we receive from others in order to establish your relationship with us, such as credit reports and income verification.
- In addition, we may collect information about you in compliance with certain laws and regulations. In select situations, except as prohibited by law, we may disclose all of the information we collect as described above.

CIG carefully limits information sharing - The information described above may be shared within the CIG family of companies and with selected non-affiliated third parties. This sharing is carefully limited as described in this section.

We may disclose non-public personal information about you to the following types of third parties:

- Financial Service Providers, such as clearing firms, securities broker-dealers and insurance companies.
- Non-Financial Companies, such as credit reporting agencies.
- Others, such as co-applicants and those with whom you have consented to our sharing your information.

We may also disclose non-public personal information about you to third parties as permitted by law.

CIG has safeguards in place - CIG has safeguards in place to protect the confidentiality, security and integrity of your non-public personal information. We restrict access to non-public personal information to employees based on their need to know information in order to serve your account or provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with government requirements to guard non-public personal information.

CIG does not share medical information - We do not share medical or health information except to process transactions or to provide services you have requested or initiated. We only obtain medical information in conjunction with insurance products.

CIG protects former client's information - Recordkeeping regulations specific to our industry often require the maintenance of client records for periods of up to six [6] years after an event, such as a transaction or account closing. If you decide to close your account(s) or become an inactive client, we will continue to adhere to the privacy policies and practices outlined in this statement.

The Fair Credit Reporting Act - Under the Fair Credit Reporting Act, we are permitted to share information about our experiences with you or your account, such as your investment history and account balances, within the CIG family of companies. We may also share within CIG additional information about you or your account, such as information we receive from you in applications and information from credit reporting agencies.

You may direct us not to share with other companies within the CIG family of companies any information that does not relate solely to our experiences with you or your account, such as information we receive from credit reporting agencies. You may do so by completing and returning the attached Response Form.

Please note: Each CIG Company will continue to contact its individual clients with offers for its own products and services. You will continue to receive marketing messages via your statement, as well as direct marketing solicitations.

You have choices - You can choose how your information may be shared with non-affiliated third parties, as well as other companies within the CIG family.

We are permitted to share non-public personal information about you with non-affiliated third parties in certain circumstance. For example, we may share non-public personal information about you to third parties to assist us in servicing your account with us, in response to subpoenas and to credit bureaus.

Glossary of terms

Consumer: An individual who seeks or obtains a financial product or service for a personal, household or family purpose.

Client: An individual who establishes an account or planning relationship with CIG.

Non-Affiliated Third Party: Any person or corporate entity not part of the CIG family.

Non-Public Personal Information: Personally identifiable information that is provided by a consumer to CIG; that results from a transaction with the consumer or other service provided to the consumer; or that is otherwise obtained by CIG. Non-Public Personal Information also includes lists or other groupings of consumers that are derived from using any information that is not publicly available.

In closing, we appreciate the opportunity to serve your financial needs. We pledge to follow the policies, safeguards and guidelines as described in this notice, and to protect the confidentiality of your information. Your relationship is very important to us, and we will take great care to honor these commitments to you.

This notice applies to individuals and covers information in connection with consumer transactions. This notice (other than that portion concerning the Fair Credit Reporting Act, which is effective immediately) shall be effective July 1, 2001; however you may exercise your right to opt out at any time.

Proxy Policy.

We do not receive proxies for securities held in your accounts. Unless otherwise agreed in writing, it is our policy not to vote, nor give any advice how to vote, proxies for securities held in your accounts. Proxies for securities held in your accounts will be received by you directly from the custodian of your assets, or will be handled as otherwise agreed between you and the custodian.