

**Schedule F of
Form ADV**

**Continuation Sheet for Form ADV
Part II**

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| Applicant: Bonwell Capital Management, LLC | SEC File Number: 801-68776 | Date: 01-26-2010 |
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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

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| 1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: Bonwell Capital Management, LLC | IRS Empl. Ident. No.: 20-3704513 |
|---|-------------------------------------|

| Item of Form (identify) | Answer |
|----------------------------|---|
| Item 1 | <p>ADVISORY SERVICES AND FEES</p> <p>Bonwell Capital Management provides comprehensive financial planning and asset management services to its clients.</p> <p><u>Financial Planning</u></p> <p>Comprehensive financial planning includes the following six steps:</p> <ol style="list-style-type: none">1. Establishing and defining the client/planner relationship2. Gathering client data, including goals3. Analyzing and evaluating the clients' financial status4. Developing and presenting financial planning recommendations and/or alternatives5. Implementing the financial planning recommendations6. Monitoring the financial planning recommendations <p>These steps may include one, some or all of the recognized areas of financial planning, which include:</p> <ol style="list-style-type: none">1. Financial position2. Income tax planning- (we do not provide any tax preparation services)3. Investment planning4. Retirement planning5. Protection planning6. Estate planning7. Education planning <p>We may use the following software and/or subscriptions to provide advice: Sungard Comprehensive Financial Planning Analysis, Thomson CDA Reports, S&P Stock Reports, IPS Advisor Pro Analysis, Bloomberg Stock Analysis Reports, Schwab Stock Analysis Reports and Goldman Sachs Analysis Reports.</p> <p>Basic Fee Schedule; Financial planning fees will range from \$100.00 to \$10,000.00 for comprehensive financial planning advice. These fees are based on simple to moderate to complex client goals and case complexity. 100% of the fee is due upfront when the client retains Bonwell Capital Management and signs a service agreement stating what financial planning services the client wants Bonwell Capital Management to complete for them. Under no circumstances will Bonwell Capital Management require the prepayment of fees of \$500 or more, six months or more in advance. The amount of the fee is negotiable and will be determined by the</p> |

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| | <p>complexity of the client's financial situation and goals.</p> <p>The client may terminate the agreement without penalty within the first 90 days after signing the agreement. Thereafter, the client is responsible to pay for services rendered until the termination of the agreement.</p> <p><u>Asset Management</u></p> <p>Bonwell Capital Management offers asset management services on a discretionary and non-discretionary basis as agreed to with the client. We primarily manage portfolios for individuals, trusts, retirement accounts (IRAs, pensions and profit sharing plans), corporations and other institutions. We attempt to customize each portfolio to each respective client's specific risk tolerance, time horizon and specific goals.</p> <p>Client investment objectives are identified by assessing the client's risk tolerance based upon their age, income, education, need for cash flows, investment goals, and emotional tolerance for volatility. The information provided by the client will be collected during client meetings, interviews, and/or questionnaires. After analyzing a client's financial situation and formulating an investment policy statement, we implement the investment strategy through an optimal combination of investments. Capital market conditions and client circumstances are monitored; and portfolio adjustments are made as appropriate to reflect significant changes in any or all of the above variables.</p> <p>Investment advisory fees range from .25% to 1.25% annually of current assets under management. These fees will be billed and paid quarterly or monthly in arrears depending on client preference. These fees can be withdrawn from the client's accounts or can be paid directly by the client. The percentage amount of fee to be paid by the client is determined by asset management complexity and asset values. Listed below are the asset management charges per dollar amount:</p> <p>Under \$1,000,000.00---1.25% annually \$1,000,001.00 to \$10,000,000.00----1.00% annually \$10,000,001.00 to \$25,000,000.00----.80% annually \$25,000,001.00 and above these fees are negotiable to a minimum of---.25% annually</p> <p>These fees are negotiable depending on account complexity and client goals.</p> |

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| | <p>These fees are not refundable, but the investment advisory agreement may be terminated at any time. Bonwell Capital management will manage assets for clients and make recommendations for investing those assets based on the clients risk tolerance, time frames, investment objectives and asset allocation analysis. We will also coordinate the client's asset management with their current financial plan to further assist in the achievement of their financial goals.</p> | |
| Item 6 | <p>EDUCATION AND BUSINESS BACKGROUND</p> <p>William S. Bonwell, President</p> <p>Year of Birth: 1968</p> <p>Education: J.Sargeant Reynolds Community College 09/1987-12/1988 Virginia Commonwealth University 01/1989-01/1994 College for Financial Planning; Chartered Retirement Planning Consultant-Certification 02/2005 Certified Financial Planner Certification Professional Education Program 12/2005 Accredited Asset Management Specialist-Certification 06/2007 NASD Securities Licenses; Series 6, 7, 63, 65 Life & Health Insurance License</p> <p>Employment: 01/2006 – present—Bonwell Capital Management, LLC, President 01/2006-09/2008--Synergy Investment Group, Registered Representative 04/1995-12/2005--American Express Financial Advisors/IDS Life Insurance Company, Senior Financial Advisor</p> | |

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| Item 7 C | OTHER BUSINESS ACTIVITIES Mr. William Bonwell, President, is an Independent Life & Health Insurance Agent. Mr. Bonwell does engage in the business of offering for sale Life & Health Insurance policies and therefore will receive a commission based compensation for the sale of these policies. And, as a licensed insurance agent, Mr. Bonwell, is entitled to receive commission based compensation for the sale of insurance related products sold. It is estimated that Mr. Bonwell will devote approximately 5% of his time to this activity. |
| Item 9 D | PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS Mr. William Bonwell is licensed as an Independent Insurance agent. Mr. Bonwell uses One Resource Group as his General Agent and may receive commission based compensation for the sale of insurance related products to clients. Because Mr. Bonwell receives compensation for the sale of insurance related products a perceived conflict of interest may exist as there may be an incentive for Mr. Bonwell to recommend insurance products to clients. However, the client is under no obligation to purchase any insurance product that may be recommended. |
| Item 11 A & B | REVIEW OF CLIENT ACCOUNTS AND REPORTS Reviews will be done semi-annually or quarterly based on case complexity and client request. Triggering factors are changes in client's financial situation, account updates, changes in interest rates, foreign and domestic economies, securities markets fluctuations and client's financial goals. There will be one reviewer, William S. Bonwell, President and he will review all accounts semi-annually and/or quarterly based on client needs. Clients will receive their account statements monthly, which will include all account activity, cost basis, gains and losses of assets, and detail of accounts. |

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| Item 12 A | <p>INVESTMENT OR BROKERAGE DISCRETION</p> <p>When a client agrees to discretionary management, Bonwell Capital Management will be responsible for selecting the amount of securities to be bought and sold. The only limitations on the investment authority will be those limitations imposed in writing by the client.</p> <p>Accounts we manage on a discretionary basis may receive more favorable executions when purchasing or selling securities than accounts managed on a non- discretionary basis due to the fact that Bonwell Capital Management must receive client authorization before placing a trade order.</p> <p>In the course of providing our services, we will execute trades for our clients through broker-dealers. When a client has given us broker discretion, there is no restriction on the brokers we may select to execute client transactions. Our general guiding principle is to trade through broker-dealers who offer the best overall execution under the particular circumstances. With respect to execution, we consider a number of factors, including if the broker has custody of client assets, the actual handling of the order, the ability of the broker-dealer to settle the trade promptly and accurately, the financial standing of the broker-dealer, the ability of the broker-dealer to position stock to facilitate execution, our past experience with similar trades, and other factors which may be unique to a particular order. Based on these judgmental factors, we may trade through broker-dealers that charge fees that are higher than the lowest available fees.</p> <p>Orders for the same security entered on behalf of more than one client will generally be aggregated (bunched) subject to the aggregation being in the best interests of all participating clients. Subsequent orders for the same security entered during the same trading day may be aggregated with any previously unfilled orders; filled orders shall be allocated separately from subsequent orders. All clients participating in each aggregated order shall receive the average price and if applicable, pay a pro-rata portion of commissions. Accounts which are beneficially owned by Bonwell Capital Management or its employee or access person may participate in aggregated orders under the same conditions as set forth above. Transactions are usually aggregated to seek a lower commission, lower costs, or a more advantageous net price.</p> <p>Bonwell Capital Management is not obligated to acquire for any account any security that we or our officers, partners, members or employees may acquire for</p> |

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| | <p>their own accounts or for the account of any other client, if in Bonwell Capital Management's absolute discretion it is not practical or desirable to acquire a position in such security.</p> <p>From time-to-time Bonwell Capital Management may make an error in submitting a trade order on your behalf. When this occurs, Bonwell Capital Management may place a correcting trade with the broker-dealer which has custody of your account. If an investment gain results from the correcting trade, the gain will remain in your account unless the same error involved other client account(s) that should have received the gain, it is not permissible for you to retain the gain, or we confer with you and you decide to forego the gain (e.g., due to tax reasons). If the gain does not remain in your account and Charles Schwab & Co. Inc. ("Schwab") is the custodian, Schwab will donate the amount of any gain \$100 and over to charity. If a loss occurs greater than \$100, Bonwell Capital Management will pay for the loss. Schwab will maintain the loss or gain (if such gain is not retained in your account) if it is under \$100 to minimize and offset its administrative time and expense. Generally, if related trade errors result in both gains and losses in your account, they may be netted.</p> |

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| 12 B & 13 A | <p>RECOMMENDING BROKERS</p> <p>Absent an existing brokerage relationship Bonwell Capital Management will assist the client with developing a relationship with brokers it has a relationship with which include: the Institutional Divisions of Charles Schwab & Co., ("Schwab").</p> <p>Bonwell Capital Management will make recommendations based on the needs of the client and the services provided by the broker/custodian such as ability to execute trades, margin rates, on-line access to accounts, transaction charges, consolidated reporting, duplicate monthly statements, access to mutual funds, including lower sales charges than for direct purchases and lower minimum purchase amounts.</p> <p>As part of the institutional programs offered by Schwab, Bonwell Capital Management receives benefits that it would not receive if it did not provide investment advice to clients. While there is no direct affiliation or fee sharing arrangement between Schwab, and Bonwell Capital Management, economic benefits are received by Bonwell Capital Management which would not be received if Bonwell Capital Management did not have an established relationship with these</p> |
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| | companies. These benefits do not depend on the amount of transactions directed by Bonwell Capital Management to Schwab. These benefits may include: a dedicated trading desk that services Bonwell Capital Management's clients, a dedicated service group and an account services manager dedicated to Bonwell Capital Management's accounts, access to a real time order matching system, ability to block client trades, electronic download of trades, portfolio management software, access to an electronic interface, duplicate and batched client statements, confirmations and year-end summaries, the ability to have advisory fees directly debited from client accounts (in accordance with federal and state requirements), a quarterly newsletter, access to mutual funds, ability to have loads waived for Bonwell Capital Management's clients who invest in certain loaded funds when certain conditions are met and maintained, and the ability to have custody fees waived. | |

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