

**FORM ADV****Uniform Application for Investment Adviser Registration****Part II - Page 1****OMB APPROVAL**

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Hours per response.....4.07

Name of Investment Adviser:						
Address:	(Number and Street)	(City)	(State)	(Zip Code)	Area Code:	Telephone Number:

**This part of FORM ADV gives information about the investment adviser and its business for the use of clients.  
The information has not been approved or verified by any government authority.**

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(Schedule A, B, C, D, and E are included with Part I of this Form, for the use of regulatory bodies, and are not distributed to clients.)

Potential persons who are to respond to the collection of information contained in this form  
are not required to respond unless the form displays a currently valid OMB control number.

Applicant:

SEC File Number:

Date:

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**1. A. Advisory Services and Fees.** (check the applicable boxes)

For each type of service provided, state the approximate % of total advisory billings from that service. (See instruction below.)

**Applicant:**

- |                              |  |         |
|------------------------------|--|---------|
| <input type="checkbox"/> (1) | Provides investment supervisory services .....   | _____ % |
| <input type="checkbox"/> (2) | Manages investment advisory accounts not involving investment supervisory services.....  | _____ % |
| <input type="checkbox"/> (3) | Furnishes investment advice through consultations not included in either service described above...  | _____ % |
| <input type="checkbox"/> (4) | Issues periodicals about securities by subscription .....  | _____ % |
| <input type="checkbox"/> (5) | Issues special reports about securities not included in any service described above.....   | _____ % |
| <input type="checkbox"/> (6) | Issues, not as part of any service described above, any charts, graphs, formulas, or other devices which clients may use to evaluate securities..... | _____ % |
| <input type="checkbox"/> (7) | On more than an occasional basis, furnishes advice to clients on matters not involving securities...   | _____ % |
| <input type="checkbox"/> (8) | Provides a timing service .....  | _____ % |
| <input type="checkbox"/> (9) | Furnishes advice about securities in any manner not described above.....   | _____ % |

(Percentages should be based on applicant's last fiscal year. If applicant has not completed its first fiscal year, provide estimates of advisory billings for that year and state that the percentages are estimates.)

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| B. Does applicant call any of the services it checked above financial planning or some similar term? . . . . . | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
|--|------------------------------|-----------------------------|

**C. Applicant offers investment advisory services for: (check all that apply)**

- |   |  |
|---|--|
| <input type="checkbox"/> (1) A percentage of assets under management      | <input type="checkbox"/> (4) Subscription fees |
| <input type="checkbox"/> (2) Hourly charges                               | <input type="checkbox"/> (5) Commissions       |
| <input type="checkbox"/> (3) Fixed fees (not including subscription fees) | <input type="checkbox"/> (6) Other             |

**D. For each checked box in A above, describe on Schedule F:**

- the services provided, including the name of any publication or report issued by the adviser on a subscription basis or for a fee
- applicant's basic fee schedule, how fees are charged and whether its fees are negotiable
- when compensation is payable, and if compensation is payable before service is provided, how a client may get a refund or may terminate an investment advisory contract before its expiration date

**2. Types of clients** - Applicant generally provides investment advice to: (check those that apply)

- |  |   |
|--|---|
| <input type="checkbox"/> A. Individuals                      | <input type="checkbox"/> E. Trusts, estates, or charitable organizations                    |
| <input type="checkbox"/> B. Banks or thrift institutions     | <input type="checkbox"/> F. Corporations or business entities other than those listed above |
| <input type="checkbox"/> C. Investment companies             | <input type="checkbox"/> G. Other (describe on Schedule F)                                  |
| <input type="checkbox"/> D. Pension and profit sharing plans |   |

**Answer all items. Complete amended pages in full, circle amended items and file with execution page (page 1)**

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**3. Types of Investments.** Applicant offers advice on the following: (check those that apply)

- |   |   |
|---|---|
| <input type="checkbox"/> A. Equity securities                                       | <input type="checkbox"/> H. United States government securities     |
| <input type="checkbox"/> (1) exchange-listed securities                             | <input type="checkbox"/> I. Options contracts on:                   |
| <input type="checkbox"/> (2) securities traded over-the-counter                     | <input type="checkbox"/> (1) securities                             |
| <input type="checkbox"/> (3) Foreign issuers  | <input type="checkbox"/> (2) commodities                            |
| <input type="checkbox"/> B. Warrants  | <input type="checkbox"/> J. Futures contracts on:                   |
| <input type="checkbox"/> C. Corporate debt securities (other than commercial paper) | <input type="checkbox"/> (1) tangibles                              |
| <input type="checkbox"/> D. Commercial paper  | <input type="checkbox"/> (2) intangibles                            |
| <input type="checkbox"/> E. Certificates of deposit                                 | <input type="checkbox"/> K. Interests in partnerships investing in: |
| <input type="checkbox"/> F. Municipal securities                                    | <input type="checkbox"/> (1) real estate                            |
| <input type="checkbox"/> G. Investment company securities:                          | <input type="checkbox"/> (2) oil and gas interests                  |
| <input type="checkbox"/> (1) variable life insurance                                | <input type="checkbox"/> (3) other (explain on Schedule F)          |
| <input type="checkbox"/> (2) variable annuities                                     | <input type="checkbox"/> L. Other (explain on Schedule F)           |
| <input type="checkbox"/> (3) mutual fund shares                                     |   |

**4. Methods of Analysis, Sources of Information, and Investment Strategies.**

A. Applicant's security analysis methods include: (check those that apply)

- |  |  |
|--|--|
| (1) <input type="checkbox"/> Charting    | (4) <input type="checkbox"/> Cyclical                      |
| (2) <input type="checkbox"/> Fundamental | (5) <input type="checkbox"/> Other (explain on Schedule F) |
| (3) <input type="checkbox"/> Technical   |  |

---

B. The main sources of information applicant uses include: (check those that apply)

- |  |   |
|--|---|
| (1) <input type="checkbox"/> Financial newspapers and magazines    | (5) <input type="checkbox"/> Timing services                                |
| (2) <input type="checkbox"/> Inspections of corporate activities   | (6) <input type="checkbox"/> Annual reports, prospectuses, filings with the |
| (3) <input type="checkbox"/> Research materials prepared by others | Securities and Exchange Commission  |
| (4) <input type="checkbox"/> Corporate rating services             | (7) <input type="checkbox"/> Company press releases                         |
|  | (8) <input type="checkbox"/> Other (explain on Schedule F)                  |

---

C. The investment strategies used to implement any investment advice given to clients include: (check those that apply)

- |   |  |
|---|--|
| (1) <input type="checkbox"/> Long term purchases<br>(securities held at least a year) | (5) <input type="checkbox"/> Margin transactions   |
| (2) <input type="checkbox"/> Short term purchases<br>(securities sold within a year)  | (6) <input type="checkbox"/> Option writing, including covered options,<br>uncovered options or spreading strategies |
| (3) <input type="checkbox"/> Trading (securities sold within 30 days)                 | (7) <input type="checkbox"/> Other (explain on Schedule F)   |
| (4) <input type="checkbox"/> Short sales  |  |

**Answer all items. Complete amended pages in full, circle amended items and file with execution page (page 1)**

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**5. Education and Business Standards.**

Are there any general standards of education or business experience that applicant requires of those involved in determining or giving investment advice to clients? ..... Yes No  
☐ ☐

(If yes, please describe these standards on Schedule F)

**6. Education and Business Background.**

For:

- each member of the investment committee or group that determines general investment advice to be given to clients, or
- if the applicant has no investment committee or group, each individual who determines general investment advice clients (if more than five, respond only for their supervisors)
- each principal executive officer of applicant or each person with similar status or performing similar functions.

On Schedule F, give the:

- name
- year of birth
- formal education after high school
- business background for the preceding five years

**7. Other Business Activities.** (check those that apply)

- ☐ A. Applicant is actively engaged in a business other than giving investment advice.
- ☐ B. Applicant sells products or services other than investment advice to clients.
- ☐ C. The principal business of applicant or its principal executive officers involves something other than providing investment advice.

(For each checked box describe the other activities, including the time spent on them, on Schedule F.)

**8. Other Financial Industry Activities or Affiliations.** (check those that apply)

- ☐ A. Applicant is registered (or has an application pending) as a securities broker-dealer.
- ☐ B. Applicant is registered (or has an application pending) as a futures commission merchant, commodity pool operator or commodity trading adviser.
- ☐ C. Applicant has arrangements that are material to its advisory business or its clients with a related person who is a:
- |  |  |
|--|--|
| <input type="checkbox"/> (1) broker-dealer   | <input type="checkbox"/> (7) accounting firm                                       |
| <input type="checkbox"/> (2) investment company  | <input type="checkbox"/> (8) law firm  |
| <input type="checkbox"/> (3) other investment adviser  | <input type="checkbox"/> (9) insurance company or agency                           |
| <input type="checkbox"/> (4) financial planning firm   | <input type="checkbox"/> (10) pension consultant                                   |
| <input type="checkbox"/> (5) commodity pool operator, commodity trading adviser or futures commission merchant | <input type="checkbox"/> (11) real estate broker or dealer                         |
| <input type="checkbox"/> (6) banking or thrift institution   | <input type="checkbox"/> (12) entity that creates or packages limited partnerships |

(For each checked box in C, on Schedule F identify the related person and describe the relationship and the arrangements.)

- D. Is applicant or a related person a general partner in any partnership in which clients are solicited to invest?.. Yes No  
☐ ☐

(If yes, describe on Schedule F the partnerships and what they invest in.)

**Answer all items. Complete amended pages in full, circle amended items and file with execution page (page 1)**

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**9. Participation or Interest in Client Transactions.**

Applicant or a related person: (check those that apply)

- ☐ A. As principal, buys securities for itself from or sells securities it owns to any client.
- ☐ B. As broker or agent effects securities transactions for compensation for any client.
- ☐ C. As broker or agent for any person other than a client effects transactions in which client securities are sold to or bought from a brokerage customer.
- ☐ D. Recommends to clients that they buy or sell securities or investment products in which the applicant or a related person has some financial interest.
- ☐ E. Buys or sell for itself securities it also recommended to clients.

(For each box checked, describe on Schedule F when the applicant or a related person engages in these transactions and what restrictions, internal procedures, or disclosures are used for conflicts of interest in those transactions.)

Describe, on Schedule F, your code of ethics, and state that you will provide a copy of your code of ethics to any client or prospective client upon request.

- 10. Conditions for Managing Accounts.** Does the applicant provide investment advisory services, manage investment advisory accounts or hold itself out as providing financial planning or some similarly termed services *and* impose a minimum dollar value of assets or other condition for starting or maintaining an account?

Yes No  
☐ ☐

(If yes, describe on Schedule F)

- 11. Review of Accounts.** If applicant provides investment supervisory services, manages investment advisory account, or holds itself out as providing financial planning or some similarly termed services:

- A. Describe below the reviews and reviewers of the accounts. **For reviews**, include their frequency, different levels, and triggering factors. **For reviewers**, include the number of reviewers, their titles and functions, instructions they receive from applicant on performing reviews, and number of accounts assigned each.
- B. Describe below the nature and frequency of regular reports to clients on their accounts.

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**12. Investment or Brokerage Discretion.**

A. Does applicant or any related person have authority to determine, without obtaining specific client consent, the:

- |  |                          |                          |
|--|--------------------------|--------------------------|
|  | Yes                      | No                       |
| (1) securities to be bought or sold? .....           | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) amount of securities to be bought or sold? ..... | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) broker or dealer to be used? .....               | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) commission rates paid? .....                     | <input type="checkbox"/> | <input type="checkbox"/> |

B. Does applicant or a related person suggest brokers to clients? ..... ☐ Yes ☐ No

For each yes answer to A describe on Schedule F any limitations on the authority. For each yes to A(3), A(4) or B, describe on Schedule F the factors considered in selecting brokers and determining the reasonableness of their commissions. If the value of products, research and services given to the applicant or a related person is a factor, describe:

- the products, research and services
- whether clients may pay commissions higher than those obtainable from other brokers in return for those products and services
- whether research is used to service all of applicant's accounts or just those accounts paying for it; and
- any procedures the applicant used during the last fiscal year to direct client transactions to a particular broker in return for product and research services received.

**13. Additional Compensation.**

Does the applicant or a related person have any arrangements, oral or in writing, where it:

- |   |                          |                          |
|---|--------------------------|--------------------------|
| A. is paid cash by or receives some economic benefit (including commissions, equipment or non-research services) from a non-client in connection with giving advice to clients? ..... | Yes                      | No                       |
|   | <input type="checkbox"/> | <input type="checkbox"/> |
| B. directly or indirectly compensates any person for client referrals? .....  | Yes                      | No                       |
|   | <input type="checkbox"/> | <input type="checkbox"/> |

(For each yes, describe the arrangements on Schedule F.)

**14. Balance Sheet.** Applicant must provide a balance sheet for the most recent fiscal year on Schedule G if applicant:

- has custody of client funds or securities (unless applicant is registered or registering only with the Securities and Exchange Commission); or
- requires prepayment of more than \$500 in fees per client and 6 or more months in advance

Has applicant provided a Schedule G balance sheet?..... ☐ Yes ☐ No

<b>Schedule F of Form ADV Continuation Sheet for Form ADV Part II</b>	Applicant:	SEC File Number:	Date:
	<b>Riverview Capital Advisers LLC</b>	<b>801-66623</b>	<b>7/2010</b>
1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: <b>Riverview Capital Advisers LLC</b>	IRS Empl. Ident. No.: <b>20-4633765</b>		
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**Items 1.A, 1.B  
and 1.D**

**Advisory Services and Compensation.**

**I. INTRODUCTION**

A. **Service Options.** Riverview Capital Advisers LLC, a Massachusetts limited liability company and federally registered investment adviser ("RCA"), provides three service options:

- (1) Investment Management Services;
- (2) Wealth Management / Financial Planning Services; and
- (3) Corporate Benefit Services.

After reviewing the particular services available under each option (summarized below), clients select the service option(s) that they determine will best meet their needs. Each advisory client must sign an Investment Advisory Agreement ("Agreement") to reflect the choice(s) s/he has made and the manner in which RCA (and, if applicable, any third party(ies) provider(s) fees) will be compensated for the service(s) selected. Clients must provide accurate and complete information identifying client's investment objectives, risk tolerance and investment restrictions, if any, and other like information. It is client's responsibility directly or through his/her/its RCA investment adviser representative ("RCA Adviser") to notify RCA if client wishes to change his/her/its previously identified investment objective(s) and/or strategy.

From time to time, a client may approach RCA to perform services not specifically enumerated herein. RCA may undertake to accommodate clients by effectuating such services.

B. **Compensation.** Generally, RCA is compensated for providing Investment Management Services based upon a percentage of assets under management, a flat fee or an hourly rate. (See Item 1.C., Paragraph I.A.3(D) below). Wealth Management / Financial Planning Services are payable by flat fee, at an hourly rate, or as otherwise may be negotiated, from time to time (See Item 1.C. Paragraph II below). Compensation for third party portfolio manager(s), program(s) and other subadvisory relationship services may be based on commissions and/or sales charges derived from securities trades, or alternatively, payment may be based on a percentage of assets under management, flat or hourly fee or other compensation as described in such third party program disclosures and/or as may be mutually agreed by client and RCA. All fees may be subject to negotiation by clients, from time to time. Details concerning all compensation methods are set forth in Item 1.C. below.

C. **Custody.** Neither RCA nor RCA Advisers are authorized to take physical custody of a client's assets, securities, cash (other than financial planning fees or wealth management fees) or other property. All clients' securities and property should be forwarded directly to the client or his/her/its designated qualified custodian and/or as required by any third party program(s) used to service client account(s), as the case may be.

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D. **Summary.** Paragraphs II-IV below provides greater detail of the matters outlined in this Introduction.

## II. **INVESTMENT MANAGEMENT SERVICES.**

A. **General Description.** RCA provides Investment Management Services which grant discretionary authority to RCA for clients who choose this option to provide direct and indirect management as summarized in Paragraph B. immediately below. Assets are managed in each individual client's account according to such client's stated goals and objectives, as set forth in the client's Investment Advisory Agreement, or as amended by the client from time to time. For client accounts utilizing this service, RCA has discretion to use services of third party(ies) portfolio manager(s) and/or portfolio manager program(s) to meet each client's specific needs. Such third party portfolio manager(s) or portfolio manager program(s) may have discretion to handle the day-to-day investment management of the respective portion of client account(s).

### B. **Service Components.**

1. **Analysis.** In providing Investment Management Services, RCA and RCA Advisers will furnish supervisory and management services over client account(s) through analysis of client investment goals, needs, objectives and restrictions, as identified by the client from time to time.

2. **Direct.** RCA provides direct management and security selection for each account for clients selecting this service and/or oversight of third party portfolio manager(s), provider(s) and/or subadvisor(s) selected to provide service(s) for client's account(s).

3. **Third-Party Oversight.** In the exercise of its discretion, RCA may place client account(s) in whole or in part with third party portfolio manager provider(s) and/or subadvisor(s) who will manage assets so placed (and charge a fee for same) and RCA will monitor the performance of such third party portfolio manager(s) and charge fee for its Investment Management Services.

4. **Brokers Instructions.** With respect to the execution of any transactions involving assets in a client's account, client authorizes RCA and RCA Advisers to issue brokers instructions to purchase, sell and to otherwise trade in or deal with any security in that account, and/or use such broker(s) as may be required, if any, in any third party program used in servicing client account(s), at the sole risk of the client. Brokerage confirmations should be forwarded by broker promptly after execution of transactions.



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### **III. WEALTH MANAGEMENT / FINANCIAL PLANNING SERVICES.**

RCA offers wealth management and consulting services to individuals, trusts, business entities and families for an hourly fee. This is a non-discretionary service; it is a recommendation and consulting service. As part of this service RCA may provide book-keeping, cash flow, retirement, education and estate analysis, stock option planning, compensation and bonus analysis, real estate analysis, family consulting or legacy planning to clients based upon their specific needs and objectives, as set forth in the client's Investment Advisory Agreement, or as amended by the client from time to time. RCA uses software programs to assist in the development of the client's wealth management program.

These services may be provided independently or as part of comprehensive wealth management solution. Legal and tax advice are not provided by RCA. RCA encourages each client selecting this service option to seek the advice of an accountant, tax planner, attorney or other professional for any tax planning, drafting or legal advice.

In general, the Wealth Management / Financial Planning Services identify client's needs and goals taking into account client's investment objectives for the short and long term, client's risk tolerance, client's assets and liabilities, and other information client believes might be helpful or pertinent to the RCA Adviser in constructing the plan. The RCA Adviser takes the information supplied by client and performs a financial analysis to determine the components of the plan and the basis for the RCA Adviser's recommendations. Finally, the RCA Adviser provides the client with recommendations designed to meet client's short and/or long term and/or other stated objectives, risk tolerance and investment criteria. Specific investment recommendations are not made in this process; rather, a client is presented with general advice as to potential sector and asset class allocation. At client's request, an RCA Adviser will review an existing wealth management plan to determine whether it continues to meet the client's objectives, changed or otherwise.

Once the RCA Adviser has completed the Wealth Management / Financial Planning service, a client is under no obligation to obtain additional services from RCA. The client may elect to take no action in respect of the plan or may elect to take the plan to whomever client chooses for additional action, including investment purchases, if any. If client determines to have RCA implement the recommendations and/or have RCA actively manage or review a portfolio, client makes a portfolio services election pursuant to Paragraph II immediately above and thereby becomes an Investment Management Services client.

### **IV. CORPORATE BENEFIT SERVICES.**

A. **Financial Services Seminars.** RCA presents educational seminars to corporate and other business clients on a variety of topics including retirement planning, corporate benefits and 401(k) options. The seminars are conducted typically for companies with 10-500+ employees and are arranged on a case by case basis by mutual agreement between RCA and the client.

B. **Pension Plan Review / Monitoring.** Evaluation of pension needs for corporate and other business clients with 10-500+

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employees is done in conjunction with corporate representatives, benefits personnel and affiliated investment advisors and/or providers on a case by case basis. RCA may provide monitoring of a corporate or other business client's existing 401(k) or other pension plan(s). As part of RCA's monitoring services, RCA may provide non-discretionary consultative advisory services, which may include recommendations as to the investment policy of the 401(k) or other pension plan(s).

C. **Retirement, Education, Etc.** RCA may provide to corporate and other business clients general non-securities advice on topics including business planning, retirement planning, education planning, budgeting and cash flow and/or fringe benefit analysis.

V. **MISCELLANEOUS / NON-ADVISORY SERVICES.** Although not part of RCA's advisory services as a registered investment adviser and thus, not subject to the duties imposed on RCA as an investment adviser, RCA may consult with party(ies) (who are or may become advisory clients of RCA), from time to time on non-advisory, non-discretionary and non-security opportunity(ies). Moreover, if a client has specific requests beyond the services itemized hereinabove, such client may be accommodated from time to time upon a mutually agreeable fee. These services will be subject to separately negotiated contracts with such client(s) with mutually agreeable terms, conditions and compensation as stated therein.

VI. **INVESTMENT ADVISORY AGREEMENT.** Only clients selecting advisory services summarized in Paragraphs I, II and III above sign Investment Advisory Agreements with RCA. Such Agreement provides:

A. **Termination.** Client has the absolute right to terminate the Investment Advisory Agreement in its entirety, exercisable at client's sole option and without penalty or RCA charge, by notice to RCA within five business days from the date of client's signing the Investment Advisory Agreement. Further, RCA or client may terminate that Agreement at any time by providing notice of such election to the other party, and termination will become effective upon receipt of such written notice. The Investment Advisory Agreement will terminate automatically upon the receipt by RCA of legal notice of the death of the client, together with notice of termination by legal representative of deceased. Upon the effective date of termination the Adviser shall cease to have any responsibility or liability with respect to any Client Asset or Account. All fees and expenses due the Adviser through the close of business on the effective date of termination shall be immediately due and payable and the Adviser shall have the authority to debit any Account to recover such amounts due. To the extent any advisory fees are prepaid and no advisory services are rendered in connection therewith, such fees are refundable in full (or, as the case may be, in proportion to the amount of unused services) upon Client's cancellation of the Investment Advisory Agreement. Client is not entitled to refunds of commissions and other like charges paid in connection with the execution of securities transactions.

B. **Dispute Resolution/Arbitration** To the fullest extent permitted by law, any controversy arising out of or relating to client and its transactions with RCA and the Investment Advisory Agreement, or

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breach thereof shall be settled by arbitration, in accordance with the rules then in effect of the Financial Industry Regulatory Authority ("FINRA") or any successor or similar arbitration organization authorized under the Agreement or applicable laws to hear the dispute. Judgment upon any award rendered by the arbitrators is final and binding and may be entered in any court having jurisdiction thereof.

**The agreement to arbitrate may not be deemed enforceable under federal and/or state securities laws.** To the extent the arbitration agreement is deemed enforceable, it shall not constitute a waiver of any of client's rights, to the extent such rights are deemed unwaivable under federal and/or state securities laws, including the right to choose the forum, whether arbitration or adjudication, in which to seek resolution of disputes.

**Item 1.C.  
and 1.D.**

**Compensation and Fee Schedule.**

**I. INVESTMENT MANAGEMENT SERVICES COMPENSATION**

A. **Percentage of Assets Based Compensation.** Clients choosing Investment Management Services (described in Paragraph II above) will compensate RCA based on a percentage of the total value of their portfolio (including annuities consisting of no-load funds for which RCA Adviser did not receive any commission upon purchase, but there may be additional costs - See Items 3 and 8.C.(9) below) as of the first business day of each calendar quarter. (Client, in addition, may have to compensate third party portfolio manager(s), provider(s) and/or subadvisors selected by RCA to service client(s) account(s) - See also Paragraph IV immediately below for additional costs for which client may be responsible). Generally, compensation due to RCA for its Investment Management Services is calculated by multiplying the portfolio value on the first business day of each calendar quarter, as adjusted (see immediately below), by one fourth (1/4) of the annual percentage set forth below. RCA management may in its discretion set a minimum account size for clients seeking Investment Management Services. (See also Item 10 below). Multiple accounts under the same client name, or accounts held by related persons may be billed in the aggregate, at the client's option.

1. (A) **Investment Management Fees Charged by RCA.**  
The annual percentage fee due to RCA for its Investment Management Services applicable to new clients is as follows:

Total Portfolio Value	Percentage of Assets
Less than \$500,000 - \$1,000,000	1.25%
\$1,000,000.01 to \$3,000,000	1.00%
\$3,000,000.01 to and above	As Agreed

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**PLUS**

(B) **Third Party Portfolio Managers /  
Providers / Programs And/Or Sub-Advisors.**

Client, in addition, may have to compensate third party portfolio manager(s) selected by RCA to service client(s) accounts(s) pursuant to fee schedule(s) of such third party portfolio manager(s), provider(s) and/or sub-advisors which will be disclosed to clients using such services, from time to time.

2. **Other Information.**

(A) **No Percentages Greater Than Those Stated.** Certain clients may pay to RCA percentage of asset-based compensation that is less than that stated above, but in no instance are percentages greater than those stated above.

(B) **Fluctuations in Total Portfolio Value.** Subsequent fluctuations in the total value of a client's portfolio occasioned solely by market forces may result in adjustments to the annual percentage rates set forth above for clients paying RCA asset-based compensation. Subsequent increases in the total value of client's portfolio may entitle that client to lower the annual percentage rate to be paid. Alternatively, decreases in a portfolio value occasioned solely by market conditions will not automatically result in that client paying a higher percentage occasioned by the above-stated ranges.

(C) **Possible Availability of Lower Percentages.** Client may be able to obtain comparable services provided by and/or through others for lower percentages.

(D) **Annuities.** If a client selecting Investment Management Services described above (see Item 1.A.) has annuity product(s) with no-load funds (and for which no commissions were incurred upon purchase), the value of the applicable funds will be added to Client's portfolio upon which the asset based fee will be charged (see Item 1.C. and D., Paragraph I immediately above) unless otherwise agreed in writing.

(E) **Method of Payment.** The asset-based compensation described above is applied to the assets under management in an account at the beginning of a calendar quarter and fees are billed quarterly, in advance. RCA asset-based compensation is calculated on the basis of the value of the account on the first business day of each

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calendar quarter. RCA compensation is payable and processed shortly within a reasonable time thereafter. Withdrawals and/or deposits from/to the portfolio assets, as the case may be, may lead to an adjustment of the advisory fee.

For Accounts which are opened or terminated within any given calendar quarter, RCA will charge the client asset-based compensation on a *pro rata, per diem* basis for the period of time during which the assets are managed by RCA. Additions to the portfolio (other than *de minimis* amounts) will be valued from the date added through to the earlier to occur of the date of withdrawal or the end of each calendar quarter. Client may reimburse the portfolio for asset-based compensation charged and paid to RCA.

(F) **Liquidation of Portfolio to fund payment of management fees.** There may be instances when investments have to be liquidated or certain shares redeemed in order to generate sufficient cash to cover compensation due RCA. Pursuant to the Investment Advisory Agreement and/or agreements with the broker-dealer(s) and/or custodian(s) of the Account, client authorizes RCA to effect such redemptions and/or liquidations as its compensation becomes due. If and when such liquidation or redemption becomes necessary, client is responsible for any attendant transaction costs including, without limitation, service fees.

Unless otherwise required by any third party provider program(s) servicing client account(s), in the event there is insufficient cash available in the money market fund in the account to effect payment of quarterly compensation, RCA will generally direct the liquidation/redemption of securities by first redeeming, as necessary and if possible, securities within a client's account for which no transaction fee will be generated; subsequent redemptions are made with the objective of minimizing, as much as possible, the payment of transaction fees. For example, if client's account contained a variety of mutual funds, a forced redemption would proceed as follows (where "(i)" is the first to be redeemed):

- (i) Short Term Bond Fund- No load, no transaction cost, next day settlement;
- (ii) Government Bond Fund- No load, no transaction cost, next day settlement;
- (iii) Any other Bond Fund with no load, no transaction cost, next day settlement;

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(iv) Any other no load, no transaction cost, next day settlement - bond or equity fund;

(v) Any other no load, no transaction cost, three or five day settlement - bond or equity fund.

(vi) Any other fund available.

(G) Client use of some third party advisor(s), in addition to RCA, may result in charges payable by client in addition to those listed above. To the extent third party(ies) portfolio manager(s) and/or program(s) are utilized to service client's account, fees chargeable by such third party(ies) will be passed on to the client (i.e., these charges are in addition to the management fees charged by RCA as outlined above).

B. **Fixed Fee or Hourly Rate.** As an alternative to the above stated percentage of assets for Investment Management Services, certain Investment Management Service clients, as may be agreed by RCA, may elect to compensate RCA for Investment Management Services via a fixed fees or an hourly rate or as otherwise may be negotiated, from time to time. No matter the form of compensation or amount of compensation agreed upon, compensation is due and payable upon receipt of a bill from RCA, which may be monthly or quarterly.

C. **Variations.** Clients may negotiate fees different from those enumerated above, as evidenced by a writing signed by the client and RCA. The aggregate amount paid by clients may vary, and clients (given the differences between and among clients, their needs and their distinct objectives, and the possible varying complexities) may pay different rates and/or fees, which means different clients may receive the same services, but pay different rates and/or fees.

## II. **WEALTH MANAGEMENT/FINANCIAL PLANNING SERVICES COMPENSATION**

A. **Fixed Fee or Hourly Rate.** Fees for Wealth Management /Financial Planning Services may vary from client to client depending upon the complexity of the services to be provided. The fees for Wealth Management / Financial Planning Services are based on either a fixed fee, which is negotiated with the client for retainer services, or charged as an hourly fee which ranges from \$350 to \$500 per hour unless otherwise agreed in writing by RCA and client. RCA advises clients in advance as to what the Plan or Review will cost.

B. **Payment/ Date.** Fixed fees are payable generally according to the following schedule: up to one half at the time of signing the Investment Advisory Agreement and the balance upon delivery of the

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financial plan, or at the time such other described planning services are rendered. Hourly compensation is due and payable upon receipt of a bill from RCA. For accounts that are terminated, a refund shall be provided to a client according to the remaining non-billable hours remaining.

C. **Variations.** Clients may negotiate fees different from those enumerated above, as evidenced by a writing signed by both Client and RCA. The aggregate amount paid by clients may vary, and clients (given the differences between and among clients, their needs and their distinct objectives, and the possible varying complexities) may pay different rates and/or fees, which means different clients may receive the same services, but pay different rates and/or fees.

### III. **CORPORATE BENEFIT SERVICES.**

A. **Fixed Fee or Hourly Rate.** Fees for Corporate Benefit Services may vary from client to client depending upon the complexity of the services to be provided. The fees for Corporate Benefit Services are based on either a fixed fee, which is negotiated with the client for retainer services, or charged as an hourly fee which ranges from \$350 to \$500 per hour unless otherwise agreed in writing by RCA and client. RCA advises clients in advance as to what the selected services will cost.

B. **Payment/ Date.** Fixed fees are payable generally according to the following schedule: up to one half at the time of signing the Investment Advisory Agreement and the balance at the time selected services are rendered. Hourly compensation is due and payable upon receipt of a bill from RCA. For accounts that are terminated, a refund shall be provided to a client according to the remaining non-billable hours remaining.

C. **Variations.** Clients may negotiate fees different from those enumerated above, as evidenced by a writing signed by both Client and RCA. The aggregate amount paid by clients may vary, and clients (given the differences between and among clients, their needs and their distinct objectives, and the possible varying complexities) may pay different rates and/or fees, which means different clients may receive the same services, but pay different rates and/or fees.

### IV. **ADDITIONAL COSTS.** In addition to the compensation paid to RCA under the above options, the Client may be responsible for one or more of the following costs, charges or expenses.

A. **Management Fees Charged by Mutual Funds.** To the extent RCA or any third party portfolio manager(s) or program(s) invests a client account in mutual funds and/or variable annuities, the client will bear their proportionate share of the internal management expenses of each mutual fund and/or variable annuities. All compensation paid to RCA or any third party portfolio manager or program for services is separate and distinct from the fees and expenses charged by mutual funds and/or variable annuities for their respective services. These fees and expenses are described in each fund's prospectus and/or variable

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annuity brochure. These fees will generally include a management fee, administrative fee(s), other expenses, and a possible sales and/or distribution fee(s) (initial or deferred). A client could invest in a mutual fund(s) and/or variable annuity(ies) directly, without the services of RCA or any third party portfolio manager or program. In that case, the client would not receive the services provided by RCA or any third party portfolio manager or program. The client should review both the fees charged by the funds and/or variable annuities and the compensation paid RCA or any third party portfolio manager or program to fully understand the total amount of costs paid by the client and to thereby evaluate the services being provided by RCA or any third party portfolio manager or program.

B. **Transaction Charges/Custodian Fees.** To the extent RCA recommendations are implemented on behalf of client, client may also pay a brokerage commission, ticket, transaction and/or other like charges. Client should investigate fully the conditions under which transaction and commission charges are imposed and in what amounts. Clients selecting asset-based compensation options do not pay brokerage commissions or sales charges, but clients may still be responsible for transaction and ticket charges.

C. **Other Expenses/Fees.**

1. A client may pay transaction fees for the purchase of securities and/or no-load variable annuities that the client may or may not pay if the client had purchased the security directly and/or through a broker-dealer (i.e., no-load mutual funds). There may be additional fees and charges (e.g., IRA, custodial fees) charged by clearing brokers. Client should review all of these charges, from time to time, with client's designated broker-dealer.

2. Other fees and expenses are as set forth in the Investment Advisory Agreement.

D. **Taxes, Etc.** Client is solely responsible for any and all tax consequences in his/her portfolio. RCA clients may incur fees from consultants, insurance companies, investment companies or other such service providers.

E. **Other Investment Adviser, Consultants, Etc.** Clients' use of some third-party adviser(s), in addition to RCA, may result in charges payable by client in addition to those listed here.

F. **Comparable Services.** Client may be able to obtain comparable services provided by and/or through others for lower fees than those summarized above.

**Item 2.**

**Types of Clients.** RCA may provide the above-described services to various types of clients, including individuals, high net worth individuals, profit-sharing plans, charitable foundations, corporations and other business entities, and trusts and estates.



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**Item 3.**

**Types of Investments.** RCA provides investment advice on the following types of securities: subadvised portfolios (including Frank Russell Company, Charles Schwab & Co. and Investment Management Bond funds), mutual funds, municipal securities, certificates of deposit, commercial paper, over-the-counter securities, individual stocks, and exchange-listed securities. Annuities and insurance products are offered through licensed professionals, some of whom may also be RCA Advisers, or through other non-affiliated professionals.

RCA may also offer advice from time to time on real estate interests, oil and gas interests, partnership interests, subadvised private equity interests and hedge fund strategies.

**Item 4.**

**Methods of Analysis.**

RCA utilizes an investment approach the investment strategy best suited for each client's stated investment objectives and goals. When appropriate, RCA will utilize a strategic asset allocation model, which may be provided by third parties, including, Frank Russell Company. Asset classes identified and weighted by valuation and risk. Strategies may be developed for long term appreciation or for income and growth with varying levels of risk. Individual securities, mutual funds and subadvisors are utilized within the strategic asset allocation model as part of the strategy.

RCA and RCA Advisers use a combination of internal and external sources to analyze securities. Principal weighting is placed on fundamental analysis which generally includes reviewing information sources to determine current value and catalysts that may create potential change in value. Screening is done with varying criteria to determine a securities list for further research. RCA and RCA Advisers may use such sources such as, but not limited to, independent research, company prepared reports, securities analysts' reports, government filings, industry experts and vendors.

RCA and RCA Advisers may use a combination of internal and external sources to analyze mutual funds and subadvisors for client portfolios. Each fund's management investment philosophy, processes, team depth and performance history are amongst the criteria analyzed in evaluating the investment management team. Overall risk characteristics, changes in holdings and historical performance of the investment team are also analyzed. Although the investment strategies are generally developed within a time-frame of at minimum eighteen to twenty-four months, at times securities positions may be partially or fully liquidated. Developments in client needs and objectives, specific business issues or economic events are amongst the potential occurrences that may result in sales sooner than anticipated. Generally, RCA and subadvisors are principally long-term investors. For specific client situations and at the client's authorization, RCA or subadvisors may utilize short sales, margin transactions or covered option writing.

**Item 5.**

**Education and Business Standards.** RCA requires a substantial and significant employment history in the area of investment business, finance or related experience as an analyst or similar business organization that would indicate an ability to render investment advice and/or account management. RCA generally expects its RCA Advisers to have obtained a Series 65 (state investment adviser representative) license; and/or the Series 66 (state investment adviser representative / agent) and Series 7 (general securities

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registration); or otherwise qualify for registration with the Massachusetts Securities Division, including having achieved such professional designations as Certified Financial Planner and/or Certified Financial Analyst.. Predecessor licenses may be substituted where applicable. RCA Advisers are also required to pursue appropriate industry designations.

**Item 6.**

**Education and Business Background.**

**Alan L. Arcadipane** (Manager; RCA Adviser) (born 1965)

Education: Bentley College, B.A.

IMCA Wealth Management Designation  
Series 7, 65, 9, 10

Background: 1993 - 1996 New England Securities - Investment  
Adviser Representative  
1996 - 2006 Northwestern Mutual, Boston Group -  
Investment Specialist  
1996 - 2005 NMIS, Boston Group Investment Office -  
Partner  
2003 - 2006 Northwestern Mutual Trust Company -  
Investment Adviser Representative  
1993 - 2006 Arcadipane Investment Group - Principal  
2006 - Present Riverview Capital Advisers, LLC - Manager,  
Investment Adviser Representative and  
Chief Compliance Officer

**Paula J. Pienkowska** (Private Wealth Adviser, RCA Adviser) (born 1975)

Education: University of Massachusetts, B.A.

IMCA Wealth Management Designation  
Series 65

Background: 2001 - 2002 DCF Capital - Assistant / Research  
2002 - 2006 Northwestern Mutual Investment Services -  
Operations Manager  
2006 - Present Riverview Capital Advisers, LLC - Private  
Wealth Adviser

**Peter J. Gnall** (Private Wealth Adviser, RCA Adviser) (born 1979)

Education: Binghamton University, B.S.

Certified Financial Planner™ Designation  
Series 66

Background: 2003 J.R. Morgan Associates, Inc. - Consultant  
2003 - 2004 DirectBuy - Membership Director  
2004 - 2005 American Express Financial - Financial  
Advisor  
2005 - 2010 Adviser Investments - Relationship Manager  
2010 - Present Riverview Capital Advisers, LLC - Private  
Wealth Adviser

**Item 7.A.  
and B.**

**Other Business Activities.** RCA does not sell products or services other than investment advice (e.g., Investment Management Services, Wealth Management / Financial Planning Services and Corporate Benefit Services as described above in Items 1.A. and 1.C. and D. above) to clients (or, perhaps Miscellaneous/Non-Advisory Services summarized in Paragraph V above); however, RCA Advisers may sell investment/insurance products, annuities or

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services as part of the investment advisory relationship. RCA is not a broker dealer or custodian.

**Item 8.C(1)**

**Broker-Dealer.** RCA is not a broker-dealer and RCA Advisers are not registered representatives of any broker-dealer. RCA may have networking arrangements with broker-dealers, from time to time. RCA is able to work with any major brokerage firm, as may be selected by the client. Presently, RCA recommends the use of Charles Schwab & Co, Inc. and Pershing, LLC to execute securities trades in clients' accounts. Clients using Charles Schwab & Co., Pershing, LLC and/or such other client designated broker-dealer must issue brokers instructions pursuant to which RCA may forward, on behalf of Client, trade instructions.

**Item 8.C.(9)**

**Insurance Company or Agency.**

RCA is not an insurance company or agency; however RCA Advisers may be licensed to sell investment/insurance products, annuities or related insurance services. RCA may have networking arrangements with insurance producers, companies or agencies, from time to time, to provide various insurance products recommended to RCA clients, including life and disability insurance and annuity products.

**Item 9.**

RCA will coordinate vendor services and consult with other companies. RCA may receive compensation from a vendor or a corporate client for corporate benefit services including deferred compensation, qualified retirement plans and risk management benefits. RCA may share its fees and commissions generated by products the vendors implement or those selected by corporate clients.

**Item 9.D.**

From time to time, RCA may recommend certain high-net worth clients to invest in real estate; limited partnerships in real estate, in which separately organized entity(ies), which may be owned in whole or in part by the principal of RCA, Alan L. Arcadipane, but is otherwise unaffiliated with RCA, may have a contemporaneous investment interest.

**Item 9.E.**

RCA has adopted and provided to all RCA Advisers its *Code of Ethics* ("Code"), as amended from time to time, which provides guidance on certain issues to assist RCA's employees in conducting themselves consistent with significant ethical principles and in compliance with their regulatory responsibilities. The Code challenges all of RCA's staff members to live up to the law and to conduct themselves with honesty and integrity and in compliance with all rules, laws and regulations of state and federal agencies that regulate RCA. RCA's Code further contains provisions preventing employees from misusing clients' holdings, transactions and other confidential information.

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RCA has adopted Guidelines for Personal Transactions and Prevention of Misuse of Material Non-Public Information ("Transaction Guidelines") and Code of Ethics (as described in Item 5 above), which impose restrictions and reporting requirements on its officers, directors and employees when effecting transactions for themselves or their accounts in securities recommended to clients and cautions against misuse of material non-public information. Generally, RCA has access to all Access Persons' accounts through electronic access, account statements, trade confirmations, quarterly transaction reports and annual holding reports, all of which are required to be provided under the RCA Code of Ethics and Transaction Guidelines.

RCA's Code of Ethics shall be made available to clients and prospective clients, at no charge, upon their request directed to:

Riverview Capital Advisers LLC  
21 Custom House Street  
Suite 960  
Boston, MA 02110  
Telephone: (617)423.0080

During the normal course of business, RCA's Access Persons and related persons ("Personnel and Related Persons") may also be clients of RCA and, therefore, may purchase and sell securities that may also be recommended by RCA to clients or contemplated for investment by the firm's portfolio managers. It is generally the policy of RCA not to favor any one client over another in making advisory recommendations, subject to the suitability of those recommendations to an individual client and the specified investment objectives of a client. RCA Personnel are not prohibited from owning securities purchased by subadvisory relationships. RCA has adopted Transaction Guidelines and Code of Ethics related to such purchases/sales by RCA Personnel and Personnel's Related Persons. RCA requires its employees wishing to buy or sell any publicly-traded security, other than mutual funds and other excepted securities as set forth within the Code of Ethics and Transaction Guidelines, to either follow the "last in" and "last out" rule for the trading day when the trade occurs in close proximity to the client trade, wait until at least one business day after the client has established his position or declined to act before purchasing or selling the security for their account, or trade at a price not better than that obtained by the client (incidental trading which is minimal in relation to the total outstanding value, and as such would have a negligible effect on the market price are, typically, not subject to the foregoing restriction).

RCA's Chief Compliance Officer will review situations where employees own securities by gifting, inheritance or purchases three months prior to RCA's decision to purchase the securities. Sales involving special situations shall be considered.

RCA will use its best efforts to cause its employees, not to: (i) induce or cause a client's account to take action, or to fail to take action for the purpose of achieving a personal benefit or benefit for him/herself or any Related Persons rather than to benefit the accounts of its clients (e.g., causing a client's account to purchase a security owned by the RCA's employee for the sole purpose of supporting or driving up the price of the security, or causing the client's account to refrain from selling a security in an attempt to protect the position of an investment of the RCA's employee or that of a Related Person) and (ii) use knowledge of

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transactions in a client's account solely for personal profit, to the detriment of the client's account by the market effect of such transactions.

**Item 10.**

**Conditions for Managing Accounts.**

All account applications are reviewed prior to acceptance. These decisions are generally based upon factors, which may include, but are not limited to, a client's legal capacity, reputation, account size, account contents, client needs and objectives, the adequacy of the fee for the time involved in providing the services sought, wealth management project parameters, the scope of the client expectations and personality profile. Minimum account size is determined at the discretion of RCA and may be amended from time to time

**Item 11.A and B.**

**Review of Accounts.**

**See Item 1.A - 1.D. and Item 6 above.** Accounts are reviewed periodically. Account asset allocations and portfolio holdings are viewed through portfolio software and accounting systems. Accounts may be altered through asset allocation of holdings. The account review process may be triggered by changing developments with respect to client needs, investment strategies, suitability, business climate and specific holdings. Clients will receive account appraisals for investment management accounts periodically throughout the year, as need for meetings or requested, and no less than accounts semi-annually. Qualified custodians utilized by RCA will provide monthly reports detailing the holdings in electric format or in paper, as determined by the client's request. Clients may also request trade confirmations in paper or electronically from the qualified custodian. No less than annually and as needed, RCA and RCA Advisers will speak directly with clients in person or through other medium to review client needs, investment policy statement, strategy, and portfolio holdings. Generally, wealth management / financial planning clients will not receive regular reports.

**Item 12.**

**Investment Brokerage Discretion.**

Generally, RCA has discretionary authority to select securities purchased and sold by a client's account, including the quantity and price as well as the use of third party portfolio manager(s), provider(s), program(s) and/or sub-advisors. Client, under the Investment Advisory Agreement, authorizes RCA to issue broker instructions to the client's broker-dealer. If a third party program is selected, client account(s) may be subject to such applicable program's disclosure statement(s).

If client does not have a strong preference for a particular broker-dealer, generally, RCA recommends brokers, presently Charles Schwab & Co., Inc. and Pershing, LLC, and qualified custodians based upon its judgment as to services provided by same. RCA may consider research reports, performance evaluation software, reporting tools, economic analysis and other types of products and services in selecting broker dealer to recommend to clients. Amongst other considerations, RCA will consider the following factors in this determination: price, execution, service and reliability. Subadvisers are expected to adopt, maintain and enforce its own policies for broker and custodian selection and execution.

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For the brokerage firms recommended, RCA periodically reviews custodian fees, brokerage commissions and qualification compared to the value added. Review shall bring attention to factors including but not limited to block trades, access to market supply, timely execution and the accuracy of research, portfolio accounting and client reports. These reviews, evaluations, research products and services are generally used for most, but not all, client accounts.

Proxy Voting Policy. RCA does not vote client proxies. Therefore, although RCA may provide investment advisory services relative to client investment assets, RCA's clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets. RCA and/or the client shall correspondingly instruct each custodian of the assets to forward to the client copies of all proxies and shareholder communications relating to the client's investment assets.

**Item 13.**

**Additional Compensation.**

RCA may from time to time receive fees for referrals to other advisory firms or service providers. RCA may have arrangements with other professionals and advisors to share in the on-going advisory fees RCA may charge for referring a client. RCA does not charge the client any additional advisory fees to compensate the referring party.

If a client is introduced to RCA by either an unaffiliated or an affiliated solicitor, RCA may pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940, and any corresponding state securities law requirements. Generally, any such referral fee shall be paid solely from RCA's investment management fee, and shall not result in any additional charge to the client. If the client is introduced to RCA by an unaffiliated solicitor, the solicitor, at the time of the solicitation, shall disclose the nature of his/her/its solicitor relationship, and shall provide each prospective client with a copy of RCA's written disclosure statement as same is set forth on Part II of Form ADV, including this Schedule F, together with a copy of the written disclosure statement from the solicitor to the client disclosing the terms of the solicitation arrangement between RCA and the solicitor, including the compensation to be received by the solicitor from RCA.

RCA and/or its Associated Persons may, from time to time, compensate persons, either directly or indirectly, for client referrals. Oftentimes these referrals will come from professional (e.g., tax consultants, attorneys, accountants as well as from businesses and/or professional organizations). In all cases, these referral fee arrangements shall be fully disclosed to the affected client(s) and all appropriate disclosures shall be made, including the nature of the arrangement and the amount of any compensation provided.

RCA requires that all firms, financial planners or other person(s) who refer clients to RCA shall comply with applicable rules and provide to those clients in advance of signing up for such services:

1. A current copy of RCA' Form ADV Part II.
2. A current copy of the Form ADV Part II for the referring firm, if it is a registered investment advisor.

<b>Schedule F of Form ADV Continuation Sheet for Form ADV Part II</b>	Applicant:	SEC File Number:	Date:
	<b>Riverview Capital Advisers LLC</b>	<b>801-66623</b>	<b>7/2010</b>
1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: <b>Riverview Capital Advisers LLC</b>	IRS Empl. Ident. No.: <b>20-4633765</b>		
Item of Form	Answer		

3. Any required Disclosure Statement, containing

- The identity of the firm(s) and person(s) involved in the referral;
- The relationships (if any) between RCA and the referring entity;
- The compensation to be derived by the referring entity
- Any fees or amounts to be charged or incurred by the client over and above the RCA Investment Management Fee, if any;
- A statement that neither the referring entity is making recommendations on behalf of RCA, nor is RCA or any RCA Adviser making investment recommendations on behalf of the referring entity.

Further, RCA will undertake to cause all person(s) referring clients to RCA to ensure that they do not make investment recommendations on behalf of RCA, and obtain from each client and/or prospective clients referred to RCA a signed acknowledgment from such client that s/he received the RCA ADV.

RCA will undertake to cause all person(s) referring clients to RCA to ascertain, from time to time, whether all of the terms herein are being complied with and satisfied.

RCA will undertake to cause any persons referring client to RCA for a fee to comply with the above requirements of Investment Advisers Act Rule 204-3.

All relationships together with the mechanics of the referral fees are fully disclosed to client at the time the services are discussed, and RCA is willing to consider working with any other advisor of the client's choosing.

**Massachusetts Disclosure Requirement.** RCA is a federally registered investment adviser who notice files in Massachusetts. Accordingly, this RCA client disclosure contains the following notation:

For Massachusetts Residents: Massachusetts General Law ch. 110A, Section 203A(a) requires disclosure that information about the disciplinary history and the registration of said investment adviser and its associated person(s) may be obtained by contacting the Public Reference Branch of the Securities and Exchange Commission at (202) 942-8090 or at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) or the Massachusetts Securities Division at:

**COMMONWEALTH OF MASSACHUSETTS  
SECRETARY OF THE COMMONWEALTH  
SECURITIES DIVISION  
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