

**Schedule F of  
Form ADV**

Continuation Sheet for Form ADV Part II

**Applicant:****Infinium Investment Advisors, LLC****SEC File Number:****801- 4018163****Date:****03/04/2010**

(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: <b>Infinium Investment Advisors, LLC</b>		IRS Empl. Ident. No.: <b>90-0445746</b>
Item of Form (identify)	Answer	

Item 1D	<p><b><u>ADVISORY SERVICES AND FEES</u></b></p> <p>Infinium Investment Advisors, LLC (hereinafter “IIA” , “Advisor” or the “Firm”) is a limited liability company formed under the laws of the State of Colorado and registered with the Securities and Exchange Commission. IIA offers investment advisory services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations and other organizations. This Schedule F narrative provides clients with information regarding IIA and the qualifications, business practices, and nature of advisory services that should be considered before becoming an advisory client of the Firm.</p> <p>Please contact Mark S. Starosciak, Managing Member and Chief Compliance Officer, if you have any questions about this Schedule F narrative. Additional information about IIA is available on the Internet at <a href="http://www.adviserinfo.sec.gov">www.adviserinfo.sec.gov</a>. You can search this site by a unique identifying number, known as a CRD number. The CRD number for IIA is 149123.</p> <p>Individuals associated with IIA will provide its investment advisory services. These individuals are appropriately licensed, qualified, and authorized to provide advisory services on behalf of the Firm. Such individuals are known as Investment Advisor Representatives (IARs).</p> <p><b><u>DESCRIPTION OF SERVICES PROVIDED</u></b></p> <p><b><i>Account Portfolio Management</i></b></p> <p>Advisor will emphasize continuous personal client contact and interaction in providing discretionary and non-discretionary investment supervisory services. Further, Advisor will work with its clients to identify their investment goals and objectives as well as risk tolerance in order to create an initial portfolio allocation designed to complement their clients’ goals and objectives. Advisor may create a portfolio, consisting of individual stocks or bonds; electronically traded funds; no-load funds and/or load-waived funds (front-end commissions will not be charged).</p> <p>Investment strategies may include long term buy and hold, short-term trading, short sales and option writing strategies. Each portfolio will be initially designed to meet particular investment goals. Advisor has determined that this portfolio is suitable to the client’s goals, objectives, circumstances, and risk tolerance. Each client will have the opportunity to place reasonable restrictions on the types of investments to be held in the portfolio. Advisor’s strategy, generally, will be to seek to meet client investment objectives while</p>
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**90-0445746**Item of Form  
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providing clients with access to personal advisory services on at least an annual basis, or more often, depending upon prior agreement.

Item 1D  
(continued)***FEE SCHEDULE: Account Portfolio Management***

<b>Assets under Management</b>	<b>Annual Advisory Fee</b>
\$0-\$250,000	2.00%
\$250,001-\$500,000	1.75%
\$500,001-\$1,000,000	1.50%
\$1,000,000	Negotiable

The fee for investment management will be payable quarterly in advance. The first payment is due upon execution of the Agreement, and will be assessed on a pro-rata basis. Subsequent payments will be assessed and due the first day of each calendar quarter based on the value of the portfolio as of the last day of the previous calendar quarter, which may be adjusted for deposits and withdrawals during the previous quarter. In determining the client's advisory fee, Advisor may take into account the fact that client's household has multiple accounts under management with Advisor.

Fees may be negotiable. Fees will be automatically deducted from the account. Clients will be provided with a quarterly statement reflecting deduction of the advisory fee.

IIA hereby discloses that Clients may receive the same or comparable services from other Financial Advisors at a lower fee. IIA discloses that it may utilize various firms for the execution of securities transactions and to custody assets. In certain cases, Advisor may recommend that clients execute transactions through unaffiliated broker-dealers further described in Item 12(B) of Schedule F. Advisor may earn commissions from unaffiliated broker-dealers. In any event, Client is under no obligation to act upon Advisor's recommendations and if the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through Advisor, or any of the unaffiliated broker-dealers listed in Item 12(B) of Schedule F.

The Client will may incur transaction charges imposed by unaffiliated third parties. The Client may pay custodial fees, charges imposed directly by a mutual fund, index fund, or exchange traded fund which shall be disclosed in the funds prospectus (i.e., fund management fees and other fund expenses), wire transfer fees and other fees and taxes on brokerage accounts and

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Form ADV**

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Answer

Item 1D  
(continued)

securities transactions.

Either party may terminate the agreement at any time by providing written notice to the other party. Full refunds will only be made in cases where cancellation occurs within five (5) business days of signing the Advisor's investment advisory agreement. After five (5) business days, clients will receive pro-rata refunds, which take into account work completed by the Advisor on behalf of the client. The client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the client. Refunds will be given on a pro-rata basis.

***Portfolio Management Services Under Third Party Advisory Services***

Advisor may refer clients to other Third Party Asset Managers, where one of the third party money manager investment advisory representatives will design an investment portfolio and provide ongoing corresponding investment management services on a fee-only basis for a percentage of assets, not to annually exceed 3.0% of asset under management.

The third party money managers' annual investment advisory fee shall be pro-rated and paid quarterly, in advance or arrears. The percentage (%) portion of the fee shall be based upon the market value of the assets on the last day of the previous quarter. These third party money managers may in their sole discretion, charge a lesser annual advisory fee based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, type of services required, account composition, negotiations with client, etc).

Advisor shall generally recommend that investment management accounts be maintained at the third party money manager's place of business or another unaffiliated service provider. Factors which Advisor considers in recommending a third party money manager (or any other investment adviser or other broker-dealer/custodian) to clients include their respective financial strength, reputation, execution, pricing, reporting, research, and service. Prior to Advisor referring clients to third party money managers for investment management services, the client will be required to sign a Solicitation Disclosure Statement setting forth the percentage of the client's overall advisory fee to be paid to Advisor, that they understand Advisor is being paid a fee to refer the client to third party money managers and whether the client's fee will be increased as a result of the solicitation fee paid to Advisor.

***Financial Planning/Financial Consulting***

IIA will typically provide a variety of financial planning services, pursuant to a written Agreement, to individuals, families and other clients regarding the

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Form ADV**

Continuation Sheet for Form ADV Part II

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Answer

Item 1D  
(continued)

management of their financial resources based upon an analysis of client's current situation, goals, and objectives. Generally, such financial planning services will involve preparing a financial plan or rendering a financial consultation for clients based on the client's financial goals and objectives. This planning or consulting may encompass one or more of the following areas: investment planning, retirement planning, estate planning, charitable planning, education planning, and business planning.

The plan developed for or financial consultation rendered to the client will usually include general recommendations for a course of activity or specific actions to be taken by the clients. For example, recommendations may be made that the clients begin or revise investment programs, create or revise wills or trusts, obtain or revise insurance coverage, commence or alter retirement savings, or establish education or charitable giving programs. IIA may also refer clients to an accountant, attorney or other specialist. For planning engagements, Advisor will provide a written summary of Client's financial situation, observations, and recommendations. For consulting engagements, Advisor may not provide a written summary. Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

***FEE SCHEDULE: Financial Planning/Financial Consulting***

Advisor offers financial planning services on an hourly basis for \$150 per hour, which may be negotiable depending on the nature and complexity of each client's circumstances. An estimate for total hours will be determined at the start of the advisory relationship.

The Advisor's fee is exclusive of, and in addition to brokerage commissions, transaction fees, and other related costs and expenses which shall be incurred by the client. However, the Advisor shall not receive any portion of these commissions, fees, and costs. The hourly fees are determined after considering many factors, such as the level and scope of the services.

The Advisor may also charge a negotiable fixed fee ranging from \$500 to \$10,000 for a financial plan, the total of which is dependent upon the level and scope of these services. One half of the total estimated fixed and hourly fees are due and payable at the time the client's agreement is executed, the remainder of the fees are due upon presentation of a plan or the rendering of consulting services. Financial plans will be presented to the clients within 6 months of the contract date, provided that all information needed to prepare the financial plan has been promptly provided by the clients.

As stated previously, the hourly rate is \$150 per hour. In the event that a client

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Form ADV**

Continuation Sheet for Form ADV Part II

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IRS Empl. Ident. No.:

**90-0445746**Item of Form  
(identify)

Answer

Item 1D  
(continued)

should cancel the financial planning agreement under which any plan is being created, the client shall be billed for actual hours logged on the planning project times the agreed upon hourly rate. Any surplus in the Advisor's possession as the result of collecting a deposit at the time of signing the financial planning agreement will be returned to the client within 5 business days of cancellation.

Either party may terminate the agreement at anytime by providing written notice to the other party within five (5) days of signing the Advisor's financial planning agreement. The client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the client. Refunds will be given on a pro-rata basis.

**ADDITIONAL INFORMATION CONCERNING FEES**

In certain circumstances, advisory fees and account minimums may be negotiable based upon prior relationships as well as related account holdings. The fees charged are calculated as described above and are not charged on the basis of a share of capital gains or capital appreciation of the funds or any portion of the funds of an advisory client.

All fees paid to Advisor for investment advisory services are bundled with the fees and expenses charged by mutual funds and exchange traded funds to their shareholders. These fees and expenses are described in each fund's prospectus. Such fees will generally include a management fee, other fund expenses and a possible distribution fee. If the fund also imposes sales charges, a client may pay an initial or deferred sales charge.

A client could invest in a mutual fund directly, without the services of Advisor. In that case, the client would not receive the services provided by Advisor which are designed, among other things, to assist the client in determining which mutual fund or funds are most appropriate to the client's financial condition, goals, and objectives. Accordingly, the clients should review both the fees charged by the funds and the fees charged by Advisor to fully understand the total amount of fees to be paid by the clients and to thereby evaluate the advisory services being provided.

Advisory recommendations are based on the client's financial situation at the time the services are provided and are based on financial information disclosed by the client to Advisor. Clients are advised that certain assumptions may be made with respect to interest and inflation rates and the use of past

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Form ADV**

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**90-0445746**Item of Form  
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Answer

Item 1D  
(continued)

trends and performance of the market and economy. Past performance is in no way an indication of future performance. As the client's financial situation, goals, objectives, or needs change, the client must notify IIA promptly.

Advisor shall never have custody of any client funds or securities, as the services of a qualified and independent custodian will be used for these asset management services.

The fees charged are calculated as described above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds, or any portion of the funds of an advisory client (15 U.S.C. §80b-5(a)(1)).

Advice offered by Advisor may involve investments in stocks, ETF's, hedge funds, private equities, managed futures, and some mutual funds. Clients are hereby advised that all fees paid to Advisor for investment advisory services are separate and distinct from the fees and expenses charged by stocks, ETF's, hedge funds, private equities, managed futures, and some mutual funds (described in each fund's prospectus) to their shareholders. These fees may include, but are not limited to, a management fee, upfront sales charges, and other fund expenses. Further, there may be transaction charges involved with purchasing or selling of securities. Advisor does not share in any portion of the brokerage fees/transaction charges imposed by the custodian holding the client funds or securities. The client should review all fees charged by money market funds, Advisor, and others to fully understand the total amount of fees to be paid by the client.

Upon client's written authorization, fees will be automatically deducted from the account. Clients will be provided with a quarterly statement reflecting deduction of the advisory fee.

Item 5

**EDUCATION AND BUSINESS STANDARDS**

All individuals that render investment advisory services on behalf of the Registrant must have earned a college degree and/or have substantive investment-related experience. In addition, all such individuals shall have attained all required investment-related licenses and/or designations.

Item 6

**EDUCATIONAL AND BUSINESS BACKGROUND****Mark Stephen Starosciak****YOB: 1971****Full Education Background:**

**Schedule F of  
Form ADV**

Continuation Sheet for Form ADV Part II

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IRS Empl. Ident. No.:

**90-0445746**Item of Form  
(identify)

Answer

Item 6  
(continued)

Univeristy of Michigan, Dearborn, MI 1995 Master of Business  
Administration University of Michigan, Ann Arbor, MI 1993 Bachelor of Arts

**FINRA Exams:**

Series 7, 07/1999

Series 66, 09/1999

Series 31 (Futures) 10/2006

**Licenses:**

Insurance Life &amp; Health 09/1999

**Business Background for the last 5 years:**

Infinium Investment Advisors, LLC, Denver, CO – 03/2009 to Present,  
Managing Member and Chief Compliance Officer

Merrill Lynch, Englewood, CO, 01/2003-03/2009, Senior Financial Advisor

**Brian N. Minturn****YOB:** 1944**Full Education Background:**

Northwestern University, Evanston, IL 1972 Master of Business  
Administration in Marketing/Finance

Kansas State University, Manhattan, KS 1966 Bachelor of Science in Business  
Administration

**FINRA Exams:**

Series 66, 11/2000

**Licenses:**

RA REP 01/2001 #IAR5094

**Business Background for the last 5 years:**

Infinium Investment Advisors, LLC, Denver, CO – 03/2009 to Present,  
Investment Adviser Representative

Norton-Barkley Asset Management, Denver, CO, 02/2001-Present, Owner-  
Investment Manager

**Schedule F of  
Form ADV**

Continuation Sheet for Form ADV Part II

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Item 7A & 7B	<b><u>OTHER BUSINESS ACTIVITIES</u></b>  None
Item 9E, and Miscellaneous          Item 9E, and Miscellaneous (Continued)	<b><u>PARTICIPATION OR INTEREST IN CLIENTS' TRANSACTIONS</u></b>  Advisor's Investment Advisor Representative, buys or sells for itself securities that it also recommends to clients.  <b><i>Code of Ethics</i></b> Advisor and/or its representatives may buy or sell for their personal account(s) investment products identical to those recommended to clients. It is the expressed policy of Advisor that neither Advisor, nor its representatives may purchase or sell any individual stock or bond prior to a transaction(s) being implemented for an advisory account. This policy is meant to prevent Advisor and/or its representatives from benefiting as a result of transactions placed on behalf of advisory accounts. Advisor has established the following restrictions in order to ensure its fiduciary responsibilities to clients are met:  1) Advisor's representatives shall not buy or sell securities for their personal portfolio(s) where their decision is substantially derived, in whole or in part, by their role as an Investment Advisory Representative of Advisor, unless the information is also available to the investing public on reasonable inquiry. In no case, shall Advisor's representatives prefer their own interest to that of their advisory clients <sup>(1,2)</sup> . 2) Advisor emphasizes the unrestricted right of its clients to decline to implement any advice rendered. 3) Advisor recognizes it must act in accordance with all applicable Federal and State regulations governing registered investment advisory practices.  Footnotes <b>(1)</b> This investment policy has been established recognizing that some securities being considered for purchase and sale on behalf of Advisor's clients trade in sufficiently broad markets to permit transactions by clients to be completed without an appreciable impact on the markets of the securities. Under certain circumstances, exceptions may be made to the policies stated above. Records of these trades, including the reasons for the exceptions, will



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Item of Form  
(identify)

Answer

	<p>be maintained with Advisor's records in the manner set forth above.</p> <p>(2) Open-end mutual funds and/or the investment sub-accounts which may comprise a variable insurance product are purchased or redeemed at a fixed net asset value price per share specific to the date of purchase of redemption. As such, transactions in mutual funds and/or variable insurance products by Advisor are not likely to have an impact on the prices of the fund shares in which clients invest, and are therefore not prohibited by Advisor's Investment policies and procedures.</p> <p>A complete copy of Advisor's Code of Ethics is available upon request.</p> <p><b><i>Insider Trading</i></b> In accordance with Section 204A of the Investment Advisers Act of 1940, Advisor also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by Advisor.</p>
Item 12A	<p><b><u>INVESTMENT OR BROKERAGE DISCRETION</u></b></p> <p>IIA generally utilizes discretion. IIA may have the authority to determine, without obtaining specific Client consent, the securities to be bought or sold, amount of the securities to be bought or sold, and broker or dealer to be used for each Client account.</p>
<p>Item 12B</p> <p>Item 12B (Continued)</p>	<p><b><u>SUGGESTION OF BROKERS</u></b></p> <p>With client's consent, Advisor may execute and/or suggest the execution of transactions through Fidelity Institutional Wealth Services ("FIWS") through Fidelity Brokerage Services LLC, ("FBS") an unaffiliated service provider. Factors which IIA considers in recommending FBS (or any other broker-dealer/custodian) to clients include its respective financial strength, reputation, execution, pricing, reporting, research, and service.</p> <p>Clients wishing to implement IIA's advice are free to select any broker they wish, and are so informed. Those wishing IIA to recommend a broker will get a recommendation based on the broker's costs, skills, reputation, dependability and compatibility with the client. Clients are advised that they may be able to obtain lower commissions and fees from other brokers and the value of products, research and services given to the applicant is not a factor in determining the selection of broker/dealers or the reasonableness of their commissions.</p> <p>IIA may execute or recommend that clients execute their securities transactions through various firms including, but not limited to broker-dealers</p>

**Schedule F of  
Form ADV**

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**90-0445746**Item of Form  
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Answer

Item 12B  
(continued)

such as FBS, as mentioned previously. FBS and other firms may charge commissions (ticket charges) for executing IIA's transactions. IIA does not receive any part of these separate charges which are assessed directly to clients. FBS does not have a role with respect to IIA's investment advisory accounts. It is also important to note that FBS does not maintain a supervisory relationship with respect to IIA or its representatives nor are they in any way affiliated with it. IIA is independently owned and operated.

IIA may recommend/require that clients establish accounts with FBS or other firms to maintain custody of clients' assets and effect trades for their accounts. Such firms may provide IIA with access to their institutional trading and custody services, which are typically not available to their retail investors. For IIA's Clients' accounts maintained in their custody, FBS and other firms do not charge separately for custody but are compensated by account holders through commissions or other transaction-related fees or securities trades that are executed through their firms or that settle into their respective accounts.

FBS and other firms may also make available to IIA other products and services that may benefit IIA but which may not benefit its clients. These types of services will help IIA in managing and administering client accounts. These include software and other technology that provide access to client account data (i.e. trade confirmations and account statements); facilitate trade executions; provide research, pricing information, and other market data; facilitate in the payment of IIA's fees from its clients' accounts; and assist with back-office functions, record-keeping, and client reporting. Many of these services may be used to service all or a substantial number of IIA's accounts.

IIA does not maintain custody of client assets. In all managed account cases, the custodian sends quarterly statements to IIA's clients showing all disbursements for the custodian account including the amount of the advisory fees. Clients provide written authorization permitting IIA to be paid directly for their accounts held by the custodian or trustee. In other cases, clients are sent an invoice for the amount of their advisory fee due to IIA and send IIA a check for the same.

**Altegris Agreement**

IIA maintains an Advisory Client Referral Agreement with Altegris Investments, Inc. an Arkansas corporation with its principal place of business in La Jolla, California. IIA and Altegris have entered into an Agreement in anticipation of potential future referrals of advisory clients of the Adviser (collectively "Adviser Clients") to Altegris for investment in certain hedge funds, commodity pools or other pooled investment vehicles (collectively

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Form ADV**

Continuation Sheet for Form ADV Part II

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"Funds") that are marketed by Altegris to qualified persons.

Altegris is a broker-dealer registered with the U.S. Securities and Exchange Commission ("SEC") and is a member of the Financial Industry Regulatory Authority ("FINRA") in that capacity. Altegris is also registered with the Commodity Futures Trading Commission ("CFTC") as an introducing broker and is a member of the National Futures Association ("NFA") in that capacity. Altegris has developed substantial expertise in researching and tracking the performance of alternative investment products, and the sponsors and managers of such products, in respect of both Funds and other alternative investments such as commodity futures trading programs. Altegris and its affiliates also make available proprietary software developed to allow the tracking, analyzing and performance ranking of hundreds of alternative investment trading programs worldwide.

As a result of Altegris' relationship with IIA, and its assistance to IIA in its sourcing of various Funds, Adviser may from time to time (in its sole discretion based on its own determination of suitability and qualifications) recommend to certain IIA Clients an investment in a Fund that is also on the Altegris investment "platform" - meaning that Altegris acts as a marketer or "selling agent" of the Fund (each such Fund referred to herein as a "Platform Fund"). Certain Platform Funds for which Altegris acts as a selling agent are also sponsored and managed by an affiliate of Altegris. As a selling agent for a Platform Fund, Altegris receives a percentage of management fees, incentive fees and/or other fees charged to Platform Fund investors who invested through Altegris - the specific type and amount of compensation in each case dependent on the terms of a selling agreement or other fee-sharing arrangement between Altegris and the Platform Fund and/or its sponsor or manager.

For investments in Platform Funds made through Altegris acting as the Fund's selling agent, Altegris provides such investors – as broker-dealer clients of Altegris – with assistance in (i) executing and processing subscriptions and other documentation necessary to effect initial and follow-on investments, (ii) processing withdrawals, and (iii) otherwise facilitating ongoing account services for Platform Fund investments.

The parties have entered into an Agreement for the purpose of setting out their mutual understanding as to the terms, conditions and representations applicable to IIA's referral of certain Adviser Clients to Altegris for execution and ongoing account servicing of investments in Platform Funds that may be recommended by the Adviser to its Adviser Clients, as generally described above.

*No Compensation.* IIA and Altegris acknowledge and agree that:

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Form ADV**

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**90-0445746**Item of Form  
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Answer

(a) no cash or non-cash compensation is paid, directly or indirectly, to Adviser by Altegris, any employee or affiliate of Altegris, or by any Platform Fund pursuant to or as a result of this Agreement; (b) no cash or non-cash compensation is paid, directly or indirectly, to Altegris by IIA, any employee or affiliate of IIA or by any Platform Fund pursuant to or as a result of this Agreement; and (c) nothing herein is intended to create, nor should be construed as creating, a cash solicitation arrangement within the meaning of Rule 206(4)-3 of the Advisers Act. The only compensation to IIA (and its employees or affiliates) in connection with referrals to Altegris of IIA Clients under this Agreement will be in the form of advisory or other fees paid by the Adviser Client to IIA pursuant to separate advisory contracts or other agreements entered into wholly independent of this Agreement. The only compensation to Altegris (and its employees or affiliates) in connection with referrals to Altegris of IIA Clients under this Agreement will be selling agent compensation pursuant to marketing or selling agreements entered into between Altegris and each Platform Fund, management fee revenue in respect of certain Platform Funds sponsored or managed by an affiliate of Altegris, and/or revenue in relation to Altegris acting as a commodity futures introducing broker for certain Platform Funds; in each case pursuant to contracts or other arrangements entered into by Altegris or its affiliates or employees wholly independent of this Agreement.

Item 13A

**ADDITIONAL COMPENSATION**

IIA may receive research and execution related services from the parties mentioned in Item 12(B) of Schedule F to assist IIA in managing its accounts. These services and products would include financial publications, pricing information and other products or services. Such research and execution related services are offered to all investment advisers who utilize these firms. However, the commissions charged by these parties may be higher than those charged by a broker who does not provide the aforementioned research and execution related services.

Advisor may also refer clients to third party money managers and receive a portion of the advisory fee charged to the client by money managers within their programs. The amount of the Advisor's portion of the fee will be disclosed to clients at the time of the referral.

Miscellaneous

***Proxy Voting***

Advisor does not vote proxies

Item 13B

**USE OF UNAFILIATED SOLICITORS**

**Schedule F of  
Form ADV**

Continuation Sheet for Form ADV Part II

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Answer

Miscellaneous

IIA may pay referral fees (non-commission) to independent solicitors (non-registered representatives) for the referral of their Clients to the Advisor in accordance with Rule 206 (4)-3 of the Investment Advisers Act of 1940. Such referral fee represents a share of IIA's asset-based investment Advisory fee. This arrangement will not result in higher costs to the Client. In this regard, IIA maintains *Solicitors Agreements* in compliance with Rule 206 (4)-3 of the Investment Advisers Act of 1940 and applicable state and federal laws. All Clients referred by Solicitors to IIA will be given full written disclosure describing the terms and fee arrangements between IIA and its Solicitor(s).

IIA hereby discloses that Brian Minturn is also a Principal of Norton-Barkley Asset Management, an investment adviser registered with the State of Colorado. This may present a conflict of interest to Clients of IIA.