

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.)

		Yes	No
B.	Does applicant call any of the services it checked above financial planning or some similar term?	<input type="checkbox"/>	<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
(securities held at least a year) | (5) <input type="checkbox"/> Margin transactions |
| (2) <input type="checkbox"/> Short term purchases
(securities sold within a year) | (6) <input type="checkbox"/> Option writing, including covered options,
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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Date:

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

**Schedule F of
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant:

Prestige Capital Advisors, LLC

SEC File Number:

801-

Date:

11/23/2010

(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: Prestige Capital Advisors, LLC		IRS Empl. Ident. No.:
Item of Form (identify)	Answer	

Item 1D	<p>Prestige Capital Advisors, LLC (hereinafter known as “PCA” or “Adviser”) is a limited liability company formed under the laws of the State of Delaware and domiciled in the State of North Carolina. Adviser offers investment advisory services to individuals, high net worth individuals, pension and profit sharing plans, pooled investment vehicles, investment companies. Adviser’s services and fee arrangements are described in the following pages.</p> <p>This Schedule F narrative provides Clients with information regarding Adviser and the qualifications, business practices, and nature of advisory services that should be considered before becoming an advisory Client of Adviser.</p> <p>Additional information about Adviser is available on the Internet at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. The CRD number for Adviser is 151295.</p>
Item 1D, 2G, 8D & 9D (Continued)	<p><u>ADVISORY SERVICES AND FEES</u></p> <p>PRIVATE EQUITY FUNDS</p> <p><u>Prestige Private Equity Fund, LP</u> (the “PPEFund”) is a Delaware limited partnership which commenced operation in April 2010.</p> <p>Prestige Capital Advisors, LLC is the general partner of the PPEFund (the “General Partner”), managed and owned by James Blackwell. The General Partner controls the operations of the PPEFund, including portfolio management. The General Partner has the authority to accept subscriptions for and withdrawals of limited partnership interests in the Fund, accept withdrawals of Limited Partners from the Fund and terminate the Fund.</p> <p>Investment Objective.</p> <p>The PPEFund’s investment objective is to generate higher than average returns while minimizing the risk of capital loss by making strategic investments and acquisitions in asset backed loans and performing and non-performing distressed assets. The PPEFund will seek to target lending and assets which it believes, based upon fundamental research, to be available at considerable discount to the intrinsic value of the underlying assets. The PPEFund may also directly invest in identified business acquisition opportunities, viable business ventures in an equity position, and acquire and/or develop residential and/or commercial real property assets.</p> <p>While the PPEFund intends to primarily invest asset backed loans and performing and non-performing distressed assets to achieve its objectives, the General Partner intends to follow a flexible approach in order to place the PPEFund in the best position to attempt to capitalize on opportunities in other markets. Accordingly, the</p>

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**Schedule F of
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Date:

11/23/2010

(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:

Prestige Capital Advisors, LLC

IRS Empl. Ident. No.:

Item of Form
(identify)

Answer

Item 1D, 2G, 8D & 9D
(Continued)

General Partner may employ other strategies, if they meet the General Partner's standards of investment merit. As a result, the PPEFund's investment positions may likely vary dependent upon general economic conditions.

Asset Based Loan Origination. The PPEFund may make short term and long term asset based loans to borrowers, with the loans being fully secured by real property or other collateral. The PPEFund will seek to take advantage of markets that are underserved by traditional sources of financing.

Performing Asset Purchase. The PPEFund may purchase performing notes and/or deeds of trust secured by real property or other type collateral.

Non Performing Asset Purchase. The PPEFund will purchase non-performing notes, deeds of trust, or real property at substantial discount to the intrinsic value of the underlying collateral. Non-performing assets will be: (i) negotiated and modified to create a performing asset, (ii) sold on the open market at a premium, or (iii) maintained as an income producing property to generate cash flow with the objective of maximizing the PPEFund's return on investment.

Direct Equity Investment. The PPEFund may participate in the acquisition of, or joint venture partnership with, varied business opportunities as they present themselves. The pre-identified areas of interest are car dealerships, precious metal transaction funding, oil and gas drilling, construction material manufacturers, and consumer product manufacturing and distribution.

The PPEFund was organized for the purpose of seeking risk adjusted returns making strategic investments in (i) originating loans secured by specific asset(s) of a business, real property or an individual, and (ii) the acquisition of performing and non-performing distressed assets secured by specific asset(s) of a business, real property or an individual.

In connection with the foregoing investment strategies, the Partnership may utilize the following additional investments and/or techniques:

Other Investments. The General Partner may also invest some of the Partnership's assets in short term United States Government obligations, certificates of deposit, commercial paper and other money market instruments, including repurchase agreements with respect to such obligations, to enable the Partnership to make investments quickly. If the General Partner believes that a defensive position is appropriate because of expected economic or business conditions, the outlook for security prices, or the General Partner determines that opportunities for investing are unattractive, then a greater percentage of Partnership's assets may be invested in such obligations. From time to time, at the sole discretion of the General Partner, cash balances in the Partnership's account may be placed in a money market fund.

Cash and Cash Equivalents. The Partnership may hold varying levels of

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**Schedule F of
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11/23/2010

(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: Prestige Capital Advisors, LLC		IRS Empl. Ident. No.:
Item of Form (identify)	Answer	

Item 1D, 2G, 8D & 9D (Continued)	<p>cash and cash equivalents in order to maintain liquidity and preserve capital on those occasions when undervalued investments are not available.</p> <p>Management Fee and Performance Allocation.</p> <p>In consideration for services, the General Partner or an Affiliate of the General Partner shall receive a 0.50% quarterly (2.0% annually) management fee (each a "Management Fee"), in each case based on each Limited Partner's share of the Partnership's Net Asset Value (as defined below). The Management Fee shall be payable quarterly in advance and calculated as of the first day of each quarter based on the ending value as of the last day of the previous quarter. A pro rata Management Fee will be charged to Limited Partners on any amounts permitted to be invested during any quarter. The Management Fee shall be charged to each Limited Partner's Capital Account separately. No part of the Management Fee will be refunded in the event that a Limited Partner withdraws all or any of the value in the Limited Partner's capital account during a quarter, whether on a voluntary or involuntary basis. The General Partner, in its sole discretion, may waive or reduce the Management Fee with respect to one or more Limited Partners for any period of time, or agree to apply a different Management Fee for that Limited Partner (all such arrangements in the form of a rebate or otherwise).</p> <p>As further consideration for services pursuant to the Partnership agreement, the General Partner shall receive a performance allocation ("Performance Allocation"), in an amount equal to 30% of the Partnership's Net Income (including realized and unrealized gains and net of the Management Fee) otherwise allocable to each Limited Partner's capital account payable to the Capital Account of the General Partner each quarter, once each Limited Partner receives an 8% return (the "8% Preferred Return"). The 8% Preferred Return is net of all Management Fees and Performance Allocations paid to the General Partner and shall be calculated on an annualized basis. The Performance Allocation is subject to a Loss Carryforward provision (sometimes referred to as a "high water mark"), as defined below.</p> <p>Performance Allocations may be made at any time, in the sole discretion of the General Partner, for a Limited Partner who makes a partial or complete withdrawal. The General Partner may, in its sole discretion, reduce, waive or calculate differently the Performance Allocation with respect to any Limited Partner, including, without limitation, Limited Partners that are affiliates or employees of the General Partner, Limited Partners of the immediate families of such persons and trusts or other entities for their benefit. The Performance Allocation shall not include any change in the value of a security or other financial instrument held in a Side Pocket Account, until such security or other financial instrument (or the proceeds thereof) is reallocated from the Side Pocket Account to the capital accounts of participating Limited Partners.</p> <p>Upon any withdrawal by a Limited Partner, whether voluntary or involuntary, the</p>
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Applicant:

Prestige Capital Advisors, LLC

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1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: Prestige Capital Advisors, LLC		IRS Empl. Ident. No.:
Item of Form (identify)	Answer	

Item 1D, 2G, 8D & 9D (Continued)	<p>Performance Allocation shall be allocated with respect to the amounts withdrawn. The Performance Allocation shall also be allocated upon dissolution of the Partnership. The Performance Allocation shall be allocated in addition to, and separately from, the proportionate allocations of income and profits, or losses, to the General Partner and/or its affiliates based upon their capital accounts relative to the capital accounts of all Limited Partner. The General Partner, in its sole discretion, may waive or reduce its Performance Allocation with respect to any Limited Partner for any period of time, or agree to modify any such Performance Allocation for any Limited Partner. The General Partner, in its sole discretion, may reallocate a portion of its Performance Allocation to certain Limited Partners.</p> <p>The Performance Allocation is subject to what is commonly known as a “high water mark” provision. That is, if the Limited Partner’s capital accounts have a net loss in any calendar quarter, this loss will be recorded and carried forward as to such Limited Partner to future calendar quarters (such amount is referred to as the “<u>Loss Carryforward</u>”). The General Partner will not receive the Performance Allocation from such Limited Partner in any future calendar quarter until the Loss Carryforward amount for such Limited Partner has been recovered (i.e., when the Loss Carryforward amount has been exceeded by the cumulative profits allocable to such Limited Partner for the calendar months following the Loss Carryforward). Once the Loss Carryforward has been recovered, the Performance Allocation shall be based on the excess profits (over the Loss Carryforward amount) as to such Limited Partner, rather than on all profits. The “high water mark” provision prevents the General Partner from receiving the Performance Allocation as to profits that simply restore previous losses. When a Limited Partner withdraws capital, any Loss Carryforward will be adjusted downward in proportion to the withdrawal. The General Partner may agree with any Limited Partner to apply a different Loss Carryforward provision for such Limited Partner.</p> <p>Allocations of Profits and Losses.</p> <p>To determine how the economic gains and losses of the Partnership will be shared, the Partnership Agreement allocates net income or loss (increases and decreases in Net Asset Value) to each Partner’s capital account. Net income or loss includes all portfolio gains and losses, whether realized or unrealized, plus all other Partnership items of income (such as interest) and less all Partnership expenses, including Management Fees. Generally, net income and net loss for each quarter (or other period, as the case may be) will be allocated to the Partners in proportion to their capital account balances as of the start of such quarter (or such other period). Capital account balances will reflect capital contributions, previous allocations of increases and decreases in Net Asset Value and withdrawals.</p> <p>For more information concerning fees and/or investment strategy, refer to the Prestige Private Equity Fund, LP Offering Memorandum, which is presented to all potential Limited Partners.</p>
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**Schedule F of
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Continuation Sheet for Form ADV Part II

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1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: Prestige Capital Advisors, LLC		IRS Empl. Ident. No.:
Item of Form (identify)	Answer	

Item 1D, 2G, 8D & 9D (Continued)	<p><u>Presitge Multi-Strategy Fund, LP</u> (the “PMSFund”) is a Delaware limited partnership which commenced operation in April 2010.</p> <p>Prestige Capital Advisors, LLC is the general partner of the PMSFund (the “General Partner”). The General Partner controls the operations of the PMSFund, including portfolio management. The General Partner has the authority to accept subscriptions for and withdrawals of limited partnership interests in the Fund, accept withdrawals of Limited Partners from the Fund and terminate the Fund.</p> <p>The PMSFund was formed to pool investment funds of its Limited Partners, and, together with the General Partner, invest in a diversified portfolio that may include, but are not limited to, high yield corporate bonds, government bonds, spot currencies, precious metals, other commodities, index options, futures contracts, and various other financial instruments or asset classes.</p> <p>The following is a general description of the PMSFund’s trading techniques that it may employ, the investment criteria that it plans to apply, and the guidelines that it has established with respect to the composition of its investment portfolio. The following description is merely a summary and you should not assume that any descriptions of the specific activities in which the PMSFund may engage are intended in any way to limit the types of investment activities which the PMSFund may undertake or the allocation of PMSFund capital among such investments. The General Partner reserves the right to alter any PMSFund investment policy or strategy as deemed appropriate from time to time in its discretion without obtaining Limited Partner approval. The General Partner will notify Limited Partners of any material alteration of the PMSFund’s investment policy or strategy.</p> <p>Investment Objective.</p> <p>PMSFund’s objective is to deliver superior absolute returns coupled with minimizing losses and volatility. PMSFund utilizes extensive diversification of trading disciplines while maintaining flexibility in asset allocation to strategies.</p> <p>In summary, PMSFund seeks to provide its Limited Partners with superior and sustainable returns combined with effective guidelines to minimize losses and volatility. Although the General Partner anticipates a balanced portfolio, the General Partner intends to follow a flexible approach to best capitalize on opportunities in the financial markets and may invest in a wide variety of investments. Accordingly, the General Partner may take advantage of opportunities in other asset classes and with other strategies if they meet the General Partners standards of investment merit. No assurance can be given, however that the PMSFund will achieve its objective, and investment results may vary substantially over time and from period to period.</p>
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1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: Prestige Capital Advisors, LLC		IRS Empl. Ident. No.:
Item of Form (identify)	Answer	

Item 1D, 2G, 8D & 9D
(Continued)**Investment Strategy.**

PMSFund investment strategies are fully integrated in order to allow capital to be deployed in the asset class and discipline that the principals believe provides the greatest opportunity at any moment in time. The General Partner's process centers upon relative value and arbitrage opportunities. The General Partner combines quantitative valuations with fundamental economic analysis to attempt to arbitrage anomalous distributions implied by prices in each market.

PMSFund will use a wide variety of technical strategies, and will employ the use of several proprietary technical platforms that enables the General Partner to transfer from one trading model to the next with a "near seamless" result. To effectively minimize portfolio losses and volatility, while still pursuing absolute returns it is the philosophy of the General Partner to adapt quickly to the overall strength or weakness of the markets, sectors, and stocks and then determine what trading style to employ. This mindset allows the General Partner to continuously evolve and find opportunities regardless of the market's overall health. No assurance can be given, however that the PMSFund will achieve its objective, and investment results may vary substantially over time and from period to period.

Other Features of the Investment Strategy.

Set forth below is certain additional information on some other features of the PMSFund's investment program:

Short Selling. The General Partner may short individual stocks as a means of attempting to reduce risk and increase performance. Stocks are shorted for a variety of reasons including: (i) faulty business model; (ii) poor earnings; (iii) questionable accounting practices; (iv) deteriorating fundamentals; (v) weak management unable to adapt to changes in technology, regulation or the competitive environment; and (vi) temporary overvaluation due to short-term market euphoria for a sector or issue. Some technical analysis may also be used to help in the decision making process. The General Partner believes that by focusing on specific companies that are experiencing any one or more of these elements, the General Partner should be able to identify profitable short sale candidates in most stock market environments. Shorting will be employed primarily when the General Partner thinks it will be profitable and secondarily, as a hedging, risk management tool.

Options. The General Partner believes in the judicious use of derivative securities, primarily options. The General Partner may purchase and write put and call options that are traded on national securities exchanges or over-the-counter markets, as well as on electronic communications networks (ECN's). Options can be used in many ways such as to increase market exposure (i.e., for purposes of leverage), to reduce overall market exposure (i.e., for hedging purposes), to increase

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**Schedule F of
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant:

Prestige Capital Advisors, LLC

SEC File Number:

801-

Date:

11/23/2010

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Item 1D, 2G, 8D & 9D (Continued)	<p>the portfolio's current income, or to reduce the cost basis of a new position. The <i>PMSFund</i> may also utilize certain options, such as various types of index or "market basket" options, in an effort to hedge against certain market-related risks, as the General Partner deems appropriate. The General Partner believes that the use of options and other derivatives should help reduce risk and enhance investment performance. The General Partner will utilize extensive economic forecasting models to identify developing anomalies in the fundamentals. Long positions may be taken on indexes perceived to be undervalued based on the General Partner's analysis. Short positions may be taken based on situations where the asset class is perceived to be overvalued based on the General Partner's analysis.</p> <p>Fixed Income Securities. The General Partner will invest in fixed income securities (bonds) as part of the strategic operations of <i>PMSFund</i>. The General Partner may take advantage of special investment opportunities in the high yield and convertible segments of the fixed income market. The General Partner considers these investments to be equity substitutes, with the expectation of providing both current income and capital appreciation. More specifically, the General Partner will also invest in corporate or government instruments that offer discounted pricing, relative to current market values. Large portions of the financial instruments purchased will be liquidated immediately through pre-determined exit buyer relationships. Interest rate hedging strategies will be utilized to better limit risk.</p> <p>Private Placements. In addition to investing in publicly traded common equities, the investment strategy may, on occasion, include investing in certain special situations, including investing in privately placed unregistered securities that do not have a readily ascertainable market value or other illiquid securities which may be valued but are not freely transferable. The General Partner anticipates that not more than 5% of the <i>PMSFund</i>'s net assets (valued at cost and measured at the time of investment) will be invested in Illiquid Securities. These percentage limitations are computed on a <i>PMSFund</i>-wide basis rather than on a Limited Partner-by-Limited Partner basis, and each time a particular Illiquid Security is acquired, it is possible that a Limited Partner's exposure to such investment may exceed these concentration limits. As a result of the Illiquid Securities, the <i>PMSFund</i>'s portfolio may not be as liquid as would have been the case had the <i>PMSFund</i> invested solely in liquid securities. The General Partner believes its network of industry contacts and certain Limited Partners will afford the <i>PMSFund</i> the opportunity to invest in promising companies that participate in the target industries. The same investment valuation discipline applied to publicly traded common equities (cash flow, growth, etc.) will be applied to any investments considered of privately held companies.</p> <p>Currencies. The <i>PMSFund</i> may investment in spot currency trading with emerging currency traders as a means to add alpha to the portfolio. Well defined risk management protocols and 2-3 year track records will be evaluated to determine best fit traders for the portfolio. A counter-trending strategy is preferred.</p>
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(Continued)

Precious Metals. Long and short futures positions, with appropriate option hedges will be employed by the General Partner.

Other Commodities. Spread and straddle trading strategies will be employed to limit risk exposure and smooth out the equity curve for the asset class. Primarily grains, sugar, natural gas and oil will be the focus of this asset class.

Leverage. The PMSFund may increase the number and extent of its "long" positions by borrowing (e.g., by purchasing securities on margin). Entering into short sales also increases the PMSFund's use of leverage. The amount of any borrowing by the PMSFund may be limited by regulations imposed by the Federal Reserve Board and by the availability and cost of credit. The General Partner does not expect that the PMSFund will incur indebtedness in connection with its operations, other than interest on margin debts or deposits with respect to securities positions.

Other Investments. The General Partner will also invest some of the PMSFund's assets in short-term United States Government obligations, certificates of deposit, commercial paper and other money market instruments, including repurchase agreements with respect to such obligations, to enable the PMSFund to make investments quickly and to serve as collateral with respect to certain of its investments. If the General Partner believes that a defensive position is appropriate because of expected economic or business conditions or the outlook for security prices, or the General Partner determines that opportunities for investing are unattractive, then a greater percentage of PMSFund assets may be invested in such obligations. From time to time, in the sole discretion of the General Partner, cash balances in the PMSFund's brokerage account may be placed in a money market fund.

Although the strategy and asset allocation utilized by the PMSFund is primarily centered on publicly traded equity securities of companies, the General Partner intends to follow a flexible approach in order to place the PMSFund in the best position to capitalize on opportunities in the financial markets. Accordingly, the General Partner may employ other strategies and may take advantage of opportunities in diverse asset classes if they meet the General Partner's standards of investment merit.

Concentration. Although the General Partner will generally seek to limit the position sizing of its investments, the General Partner believes that in order to sustain superior investment results, it may be necessary to concentrate the PMSFund's portfolio from time to time in investments that will produce high absolute returns while at the same time reducing risk to the overall portfolio. Thus, the PMSFund may have limited diversification. There is no limit to the concentration or diversification the PMSFund may have.

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Item 1D, 2G, 8D & 9D (Continued)	<p>Relationship with Portfolio Companies.</p> <p>Although the General Partner does not take an active role in the affairs of the companies in which the <i>PMSFund</i> has a position, it will be the policy of the <i>PMSFund</i> to take such steps as are necessary to protect its economic interests. The General Partner reserves the option to accept a role on the board of directors of any company in which the <i>PMSFund</i> holds securities, if the opportunity presents itself.</p> <p>Portfolio Evaluation.</p> <p>Once an investment opportunity is determined to be attractive as a stand-alone investment, the General Partner will evaluate the effect of adding that investment to the <i>PMSFund</i>'s portfolio. In doing so, the General Partner will seek to minimize the market-related portfolio volatility as well as the risk of a capital loss.</p> <p>Development and Risks of General Partner's Trading Strategy.</p> <p>The development of a trading strategy is a continuous process and the <i>PMSFund</i>'s trading strategy and methods may therefore be modified from time to time. The <i>PMSFund</i>'s trading methods are confidential and the descriptions of them in this Memorandum are not exhaustive. The <i>PMSFund</i>'s trading strategies may differ from those used by the General Partner and its affiliates with respect to other accounts they manage. Trading decisions require the exercise of judgment by the General Partner. The General Partner may, at times, decide not to make certain trades, thereby foregoing participation in price movements that would have yielded profits or avoided losses. Limited Partners cannot be assured that the strategies or methods utilized by the General Partner will result in profitable trading for the <i>PMSFund</i>.</p> <p>During periods of extended volatility, the General Partner will also employ macroeconomic analysis and proprietary measures of market volatility to refine the asset allocation model and to determine whether rebalancing of the portfolio is appropriate. Occasionally, the General Partner will employ leverage(as discussed above), while managing the net exposure within a narrow range. There may be selective use of options and other derivative instruments, primarily to hedge risk. The General Partner may write options against long positions but will not sell naked options. Selection of investment opportunities will be determined through proprietary valuation models followed by financial analysis and an assessment of each investments fundamentals and relative value. The General Partner will utilize a proprietary risk management system to assess the risk of the portfolio at various levels.</p> <p>In summary, the <i>PMSFund</i> seeks to provide its Limited Partners with superior and sustainable returns combined with effective risk management. Although the General Partner anticipates a dynamically diversified portfolio consisting primarily of fixed</p>
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Item 1D, 2G, 8D & 9D
(Continued)

income instruments, currencies, and precious metals, the General Partner intends to follow a flexible approach to best capitalize on opportunities in the financial markets and may invest in a wide variety of investments. Accordingly, the General Partner may take advantage of opportunities in other asset classes and with other strategies if they meet the General Partner's standards of investment merit. No assurance can be given, however, that the PMSFund will achieve its objective, and investment results may vary substantially over time and from period to period.

The PMSFund's investment program entails substantial risks and there can be no assurance that its investment objectives will be achieved. The practices of short selling, use of leverage and other investment techniques which the PMSFund may employ from time to time can, in certain circumstances, maximize the adverse impact to which the PMSFund's investment portfolio may be subject.

Management Fee.

In consideration for provision of management and administrative services, the General Partner shall receive a 0.50% quarterly (2.0% annually) management fee (each a "**Management Fee**"), in each case based on each Limited Partner's share of the PMSFund's Net Asset Value (as defined below). The Management Fee shall be payable quarterly in advance and calculated as of the first day of each quarter based on the ending value as of the last day of the previous quarter. A pro rata Management Fee will be charged to Limited Partners on any amounts permitted to be invested during any quarter. The Management Fee shall be charged to each Limited Partner's Capital Account separately. No part of the Management Fee will be refunded in the event that a Limited Partner withdraws all or any of the value in the Limited Partner's capital account during a quarter, whether on a voluntary or involuntary basis. The General Partner, in its sole discretion, may waive or reduce the Management Fee with respect to one or more Limited Partners for any period of time, or agree to apply a different Management Fee for that Limited Partner (all such arrangements in the form of a rebate or otherwise).

Incentive Allocation to the General Partner.

As further consideration for services pursuant to the PMSFund Agreement, the General Partner shall receive a quarterly Incentive Allocation ("**Incentive Allocation**") at the close of each calendar quarter equal to twenty percent (20%) of the portion of the net income of the PMSFund (including realized and unrealized gains and net of the Management Fee) attributable to each Limited Partner as of the close of such Fiscal Quarter, subject to a Loss Carryforward provision (sometimes referred to as a "high water mark"). The Incentive Allocation shall not include any change in the value of a security or other financial instrument held in a Side Pocket Account, until such security or other financial instrument (or the proceeds thereof) is reallocated from the Side Pocket Account to the capital accounts of participating Partners.

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Item 1D, 2G, 8D & 9D (Continued)	<p>Upon any withdrawal by a Limited Partner, whether voluntary or involuntary, the Incentive Allocation shall be allocated with respect to the amounts withdrawn. The Incentive Allocation shall also be allocated upon dissolution of the <i>PMSFund</i>. The Incentive Allocation shall be allocated in addition to, and separately from, the proportionate allocations of income and profits, or losses, to the General Partner and/or its affiliates based upon their capital accounts relative to the capital accounts of all Partners. The General Partner, in its sole discretion, may waive or reduce its Incentive Allocation with respect to any Limited Partner for any period of time, or agree to modify any such Incentive Allocation for any Limited Partner. The General Partner, in its sole discretion, may reallocate a portion of its Incentive Allocation to certain Limited Partners.</p> <p>The Incentive Allocation is subject to what is commonly known as a “high water mark” provision. That is, if the Limited Partner’s capital accounts have a net loss in any calendar quarter, this loss will be recorded and carried forward as to such Limited Partner to future calendar quarters (such amount is referred to as the “<u>Loss Carryforward</u>”). The General Partner will not receive the Incentive Allocation from such Limited Partner in any future calendar month until the Loss Carryforward amount for such Limited Partner has been recovered (i.e., when the Loss Carryforward amount has been exceeded by the cumulative profits allocable to such Limited Partner for the calendar months following the Loss Carryforward). Once the Loss Carryforward has been recovered, the Incentive Allocation shall be based on the excess profits (over the Loss Carryforward amount) as to such Limited Partner, rather than on all profits. The “high water mark” provision prevents the General Partner from receiving the Incentive Allocation as to profits that simply restore previous losses.</p> <p>When a Limited Partner withdraws capital, any Loss Carryforward will be adjusted downward in proportion to the withdrawal. The General Partner may agree with any Limited Partner to apply a different Loss Carryforward provision for such Limited Partner.</p> <p>With respect to a security held in a Side Pocket Account, the Incentive Allocation shall be deferred until the monthly period, which the General Partner determines that the security should no longer be maintained in a Side Pocket Account or the security becomes marketable or its sale or disposition occurs, in whole or in part. The General Partner shall also receive an Incentive Allocation upon any withdrawal by a Limited Partner, whether voluntary or involuntary, and upon dissolution of the <i>PMSFund</i>. The Incentive Allocation shall be in addition to the proportionate allocations of income and profits, or losses, to the General Partner and/or its affiliates based upon their capital accounts relative to the capital accounts of all Partners. The General Partner, in its sole discretion, may waive or reduce all or any portion of the Incentive Allocation with respect to any Limited Partner for any period of time, or agree to apply a different Incentive Allocation for that Limited Partner.</p>
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Item 1D, 2G, 8D & 9D
(Continued)**Allocation of Profit and Loss.**

To determine how the economic gains and losses of the *PMSFund* will be shared, the *PMSFund* Agreement allocates net income or loss (increases and decreases in Net Asset Value) to each Partner's capital account. Net income or loss includes all portfolio gains and losses, whether realized or unrealized, plus all other *PMSFund* items of income (such as interest) and less all *PMSFund* expenses. Generally, net income and net loss for each month (or other period, as the case may be) will be allocated to the Partners in proportion to their capital account balances as of the start of such month (or such other period). Capital account balances will reflect capital contributions, previous allocations of increases and decreases in Net Asset Value and withdrawals.

PCA PORTFOLIO MANAGEMENT

Adviser's portfolio management service is designed to assist clients in meeting their financial goals through the use of financial investments. For each portfolio management client, Adviser will conduct one or more meetings (in person if possible, otherwise via telephone conference) with the client in order to understand the client's current financial situation, existing resources, financial goals, and tolerance for risk. Based on the foregoing, PCA will propose an investment approach to the client. PCA may propose an investment portfolio, consisting of exchange traded funds, mutual funds, individual stocks or bonds, or other securities. Upon the client's agreement to the proposed investment plan, Adviser will work with the client to establish or transfer investment accounts so that PCA is able to manage the client's portfolio. Once the relevant accounts are under Adviser's management, PCA will review such accounts on at least a quarterly basis. Adviser may periodically rebalance or adjust client accounts under its management. If the client experiences any significant changes to his/her financial or personal circumstances, the client must notify PCA so that it can consider such information in managing the client's investments.

Annual Advisory Fee

Assets Under Management	Annual Client Fee
\$0 - \$750,000	2.50 %
\$750,001 - \$1,000,000	2.00 %
\$1,000,001 - \$3,000,000	1.75 %
\$3,000,001 - \$7,000,000	1.50 %
\$7,000,000 and above	1.25 %

Adviser's annual fee for investment management services provided under this Agreement shall be based on the market value of the assets under management and be calculated according to the fee schedule above. These annual fees shall be negotiable in certain cases and be pro-rated and paid in advance on a quarterly basis.

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Item 1D, 2G, 8D & 9D (Continued)	<p>No increase in the annual fee shall be effective without prior written notification to the Client. In the event that the Client terminates Adviser's services before the end of a calendar quarter, Client shall be assessed a pro-rata fee based on the number of days the Client's account was managed by Adviser. It is the client's responsibility to verify the accuracy of the fee calculation. The custodian will not determine whether the fee is properly calculated.</p> <p>Unless the Client requests direct billing, fees will be automatically deducted from the account. Clients will be provided with a quarterly statement reflecting deduction of the advisory fee. PCA's fee schedule does not include the following separately incurred expenses, of which Adviser does not receive any part: mutual fund expenses, exchange traded fund expenses, trading costs, and custodial costs. These fees will be separately charged by the relevant parties and borne by the client.</p> <p>Either party may terminate the investment advisory 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 PCA's investment advisory agreement. After five (5) business days, clients will receive a pro-rata refund, which takes into account work completed by Adviser 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.</p> <p>No increase in the fee schedule shall be effective without prior written notification to the client. No portion of PCA's compensation shall be based on capital gains or capital appreciation of assets under management.</p> <p><u>FINANCIAL PLANNING/FINANCIAL CONSULTING</u></p> <p>Adviser offers financial planning and financial consulting services to individuals, families, business organizations, and other clients. These services will be provided pursuant to a written client agreement. Adviser can work with a client to develop a written financial plan or provide consulting services on specific issues or areas that are of concern to the client.</p> <p>The goal of a financial planning engagement is to provide the client with a written financial plan that will assist the client in meeting his/her financial goals. Adviser and the client will discuss and agree upon the specific topics to be covered by the financial plan. Such topics may include investment planning, retirement planning, tax planning, insurance planning, estate planning, or business planning. Adviser will conduct one or more meetings (in person if possible, otherwise via telephone conference) with the client in order to understand the client's current financial situation, financial goals, specific issues or questions, and topics to be covered by the financial plan. Adviser may also request copies of relevant financial documents, such as account statements, income tax returns, insurance policies, retirement plans, estate</p>
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planning documents, and business financial statements. Adviser will then prepare a written financial plan that summarizes the client's current financial situation and offers observations and recommendations. Adviser prepares the financial plan based on the information provided to Adviser by the client and as of the date that the plan is submitted to the client. Adviser undertakes no responsibility to update the financial plan unless Adviser and the client agree upon a subsequent financial planning engagement.

Adviser also offers financial consulting services on specific issues or areas that are of concern to the client. Adviser will obtain background information on the issues or topics to be covered by the financial consulting engagement through client meetings and documents provided by the client. Adviser will then offer advice or recommendations to the client. Such advice or recommendations may or may not be in writing depending on the nature of the engagement.

FEE SCHEDULE: Financial Planning/Financial Consulting

Adviser offers financial planning and financial consulting services on an hourly basis for \$200 per hour, which may be negotiable depending on the nature and complexity of the client's circumstances. There is a minimum 2-hour charge for hourly services. For client engagements billed on an hourly basis, Adviser will provide the client with an estimate of total projected hours at the outset of the engagement.

Adviser may also charge a negotiable flat fee generally within the range of \$500 - \$5,000, the exact amount of which is dependent upon the level and scope of services. One half of the total estimated fixed and hourly fees (or a specified amount agreed by both Adviser and the client) are due and payable at the time the client's agreement is executed, and the remainder of the fees are due upon presentation of a plan or the rendering of consulting services.

Adviser generally requires 50% of the estimated hourly fee or fixed fee to be paid to Adviser at the execution of the financial planning and consulting agreement. Adviser's fee is exclusive of, and in addition to brokerage commissions, transaction fees, and other related costs and expenses which shall be incurred separately by the client. Adviser shall not receive any portion of these commissions, fees, and costs.

Either party may terminate the financial planning/financial consulting 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 financial planning/financial consulting agreement. After five (5) business days, the client will receive a pro-rata refund, which takes into account work completed by Adviser 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. In the event that Adviser is compensated through a flat fee and the client terminates the agreement prior to completion of the work specified in the financial planning/financial consulting agreement, the client shall be billed for actual hours spent prior to termination times the hourly rate.

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Item 1D, 2G, 8D & 9D
(Continued)**PENSION CONSULTING SERVICES**

Pension Consulting consists of assisting employer plan sponsors establish, monitor and review their company's participant-directed retirement plan. As the needs of the plan sponsor dictate, areas of advising could include: investment options, plan structure, participant education.

Adviser's annual fees for pension consulting services provided under this Agreement shall be based on the market value of the assets under management and shall generally be calculated according to the fee schedule below or an hourly rate of \$200 which shall be paid to Adviser with 50% upfront and 50% upon completion of pension consulting service. Adviser will give written estimates of the approximately hours for clients who are charged hourly.

Assets Under Management	Annual Consulting Fee
Up to \$1,000,000	0.500 %
\$1,000,001 to \$5,000,000	0.400 %
\$5,000,001 to \$20,000,000	0.350 % - 0.250 %
\$20,000,001 to \$100,000,000	0.250 % - 0.100 %
Over \$100,000,000	Negotiable

The fee for investment management will be based on the balance of the account on the last day of the previous quarter and is payable monthly in advance. The first advisory fee is based on the value of the account on the first day of management by Adviser and is payable within one month after execution of the agreement. Fees will be automatically deducted from the account. Clients will be provided with a quarterly statement reflecting deduction of the advisory fee.

In addition to Adviser's advisory fee, the Client may also incur certain charges imposed by unaffiliated third parties. Such charges include, but are not limited to, custodial fees, brokerage commissions, transaction fees, charges imposed directly by a mutual fund, index fund, or exchange traded fund purchased for the account which shall be disclosed in the fund's prospectus (i.e., fund management fees and other fund expenses), wire transfer fees and other fees and taxes on brokerage accounts and securities transactions.

All pension consulting services shall be in compliance with applicable State law(s) regulating the services provided by this Agreement. This section applies to an Account that is a pension or other employee benefit plan (a "Plan") governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). If the Account is part of a Plan and we accept appointments to provide Adviser's services to such Account, Adviser acknowledges that it is a fiduciary within the meaning of Section 3(21) of ERISA (but only with respect to the provision of services described in section 1 of this agreement). Client represents that (i) Adviser's appointment and

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(Continued)

services are consistent with the Plan documents, (ii) Client has furnished Adviser true and complete copies of all documents establishing and governing the Plan and evidencing your authority to retain Adviser. Client further represents that he/she/it will promptly furnish Adviser with any amendments to the Plan, and Client agrees that, if any amendment affects our rights or obligations, such amendment will be binding on Adviser only with our prior written consent. If the Account contains only a part of the assets of the Plan, Client understands that Adviser will have no responsibilities for the diversification of all the Plan's investments, and Adviser will have no duty, responsibility or liability for the assets that are not in the account. If ERISA or other applicable law requires bonding with respect to the assets in the account, Client will obtain and maintain at his/her/its expense bonding that satisfies this requirement and covers Adviser and any of our affiliates.

Either party may terminate the agreement at anytime by providing written notice to the other party within five (5) days of signing the Adviser's Pension Consulting 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.

**SELECTION, RECOMMENDATION, DUE DILIGENCE,
PERFORMANCE REPORTING OF THIRD PARTY ADVISORY
SERVICES**

In order to assist the client in the selection of a Third Party Advisory Service, Adviser will typically gather information from the clients about the client's financial situation, investment objectives, and reasonable restrictions the client wants imposed on the management of the account. Adviser will not offer advice on any specific securities or other investments in connection with this service.

Adviser will periodically review reports provided to the clients, but no less often than on a quarterly basis. The Investment Advisory Representatives of Adviser will contact the client periodically, as agreed to with the clients, in order to review the client's financial situation and objectives; communicate information to the Third Party Advisory Service managing the account as warranted; and, assist the clients in understanding and evaluating the services provided by the Third Party Advisory Service. Clients will be expected to notify Adviser of any changes in their financial situation, investment objectives, or account restrictions. Clients may also contact directly the Third Party Adviser managing the account or sponsoring the program.

Adviser receives compensation pursuant to its agreements with these Third Party Advisory Programs for introducing clients to these Third Party Advisory Programs and for certain ongoing services provided to clients. This compensation, which is disclosed to the client in a separate disclosure document provided by the Third Party Advisory Program, is typically equal to a percentage of the investment advisory fee

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Continuation Sheet for Form ADV Part II

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801-

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11/23/2010

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(identify)

Answer

Item 1D, 2G, 8D & 9D
(Continued)

charged by that Third Party Advisory Program or a fixed fee. The advisory fee paid to Adviser from the Third Party Adviser shall be negotiable in certain circumstances, but shall never exceed the amount in Adviser's published fee statement. Adviser discloses that all Third Party Managers will be appropriately licensed with the State of North Carolina.

ADDITIONAL INFORMATION CONCERNING FEES

Adviser may distribute publications or newsletters to clients which will be provided at no charge.

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 Adviser for investment advisory services are separate and distinct from the fees and expenses charged by mutual 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.

If fees are automatically deducted from the client's account, the client adheres and acknowledges the following:

- a) The custodian sends statements at least quarterly to the client showing all disbursements for the custodian account, including the amount of the advisory fees;
- b) The client provides authorization permitting Adviser to be directly paid by these terms;
- c) If Adviser sends a copy of its invoice to the client, Adviser sends a copy of its invoice to the custodian at the same time it sends its invoice to the client;
- d) If Adviser sends a copy of its invoice to the client, Adviser's invoice includes a legend as required by paragraph (a)(2) of rule 206(4)-2 under the Investment Advisers Act of 1940.*

*The legend urges the client to compare information provided in their statements with those from the qualified custodian in account opening notices and subsequent statements sent to the client for whom the Adviser opens custodial accounts with the qualified custodian.

A Client could invest in a mutual fund directly, without the services of Adviser. In that case, the Client would not receive the services provided by Adviser which are designed, among other things, to assist the Client in determining which mutual fund

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Item 1D, 2G, 8D & 9D (Continued)	<p>or funds are most appropriate to the Client's financial condition and objectives. Accordingly, the Clients should review both the fees charged by the funds and the fees charged by Adviser to fully understand the total amount of fees to be paid by the Clients and to thereby evaluate the advisory services being provided.</p> <p>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 Adviser. Clients are advised that certain assumptions may be made with respect to interest and inflation rates and the use of past 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 Adviser promptly.</p> <p>Adviser 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. In performing its services, Adviser shall not be required to verify any information received from the Client or from the Client's other professionals, and is expressly authorized to rely thereon. The Client is free to accept or reject any recommendation made by Adviser. Moreover, each Client is advised that it remains his/her/its responsibility to promptly notify Adviser if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Adviser's previous recommendations and/or services. Adviser's Clients are advised to promptly notify Adviser if there are ever any changes in their financial situation or investment objectives, or if they wish to impose any reasonable restrictions upon Adviser's management services.</p> <p>A copy of the written disclosure statement for Adviser, as set forth on Part II of Form ADV, shall be provided to each Client prior to, or contemporaneously with, the execution of the Investment Advisory Agreement. Any Client who has not received a copy of Adviser's written disclosure statement at least forty-eight (48) hours prior to executing the initial applicable agreement shall have five (5) business days subsequent to executing the agreement to terminate Adviser's services without penalty.</p> <p>Neither Adviser nor the Client may assign the Investment Advisory Agreement without the prior written consent of the other party. Transactions that do not result in a change of actual control or management of Adviser shall not be considered an assignment.</p>
Item 5	<p>Education and Business Standards</p> <p>Adviser generally requires a college degree and/or five (5) years of equivalent industry experience for someone to become an investment advisory representative with the Adviser. In addition, all investment advisory representatives must have obtained all required licenses or a professional designation such as the CFP®.</p>

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Item 6

Education and Business Background

James Ray Blackwell

Born 1954

Business Experience

05/2010 – Present: Prestige Capital Advisors, LLC, Member & Chief Compliance Officer

03/2009 – 05/2010: Self-Employed

03/2008 – 03/2009: Merrill Lynch, Financial Advisor

01/2005 – 03/2008: UBS, Financial Advisor

Education and Professional Licensing

1979 – Indiana University, B.S. Management and Administration

2005 – Series 7, 66

David Mark Crockett

Born 1975

Business Experience

05/2010 – Present: Prestige Capital Advisors, LLC, Investment Adviser Representative

Education and Professional Licensing

1998 Appalachian State University - Boone, NC, BS - Communications, Minor in English

1999 Series 6, 63

2004 Series 7

2006 Series 66

David Bayer

Born 1960

Business Experience

07/2010 – Present: Prestige Capital Advisors, LLC, Investment Adviser Representative

02/1998 – Present: Kraft Foods Global Inc. Sales rep.

10/1994 – 04/2009: UBS Financial Services, Account Vice President

Education and Professional Licensing

1983 University of Hartford, West Hartford CT, Accounting and Finance

1992 Series 7, 66, 65

1996 Series 3

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Item 6 (Continued)	<p>Larry Rule <i>Born- 1963</i></p> <p><u>Business Experience</u> 10/2010 – Present: Prestige Capital Advisors, LLC, Investment Adviser Representative 12/2005-8/2010- Wachovia Securities- Sr. Vice President-Investment Officer 4/2000-12/2005- Morgan Keegan- Sr. Vice President –Investments</p> <p><u>Education and Professional Licensing</u> 1987- Series 7 1987- Series 65 1987-Series 63 Life & Health Insurance Licensed</p>
Item 7B&C	<p>Other Business Activities</p> <p>Mr. Blackwell and Mr. Rule is licensed to sell life and health insurance. He may receive normal commissions for insurance sales in his separate role as an insurance agent/broker which may make up 15% of his total compensation.</p>
Item 9B&E	<p>Participation or Interest in Client Transactions</p> <p>As stated above, Adviser is a registered representative of Silver Oak and as such may effects securities transactions for compensation for client transactions. Adviser or its related persons may recommend to its advisory client securities that it may also purchases for it itself. In the event of a conflict of interest Adviser and its associated person will put the best interest of the client headed of its own.</p> <p><u>Code of Ethics</u></p> <p>Adviser has established a Code of Ethics that will apply to all of its associated persons. An investment Adviser is considered a fiduciary. As a fiduciary, it is an investment Adviser's responsibility to provide fair and full disclosure of all material facts and to act solely in the best interest of each of our Clients at all times. Adviser has a fiduciary duty to all Clients. This fiduciary duty is considered the core underlying principle for Adviser's Code of Ethics which also includes Insider Trading and Personal Securities Transactions Policies and Procedures. Adviser requires all of its supervised persons to conduct business with the highest level of ethical standards and to comply with all federal and state securities laws at all times. Upon employment or affiliation and at least annually thereafter, all supervised persons will sign an acknowledgement that they have read, understand and agree to comply with Adviser's Code of Ethics. Adviser has the responsibility to make sure that the interests of all Clients are placed ahead of Adviser's or its supervised person's own investment interest. Full disclosure of all material facts</p>

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Item 9B&E
(Continued)

and potential conflicts of interest will be provided to Clients prior to any services being conducted. Adviser and its supervised persons must conduct business in an honest, ethical and fair manner and avoid all circumstances that might negatively affect or appear to affect our duty of complete loyalty to all Clients. This disclosure is provided to give all Clients a summary of advisor's Code of Ethics. However, if a Client or a potential Client wishes to review Adviser's Code of Ethics in its entirety, a copy will be provided promptly upon request.

Participation or Interest in Client Transactions

Adviser and its associated persons may buy or sell securities and other investments that are also recommended to Clients. In order to minimize this conflict of interest, Adviser and its associated persons will place Client interests ahead of their own interests.

Insider Trading

PCA also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by PCA.

Item 12A&B

Investment or Brokerage Discretion

Adviser will recommend that a client in need of brokerage and custodial services primarily utilize Pershing LLC, among others. It may be the case that the recommended broker charges a higher fee than another broker charges for a particular type of service, such as commission rates. Clients may utilize the broker/dealer of their choice and have no obligation to purchase or sell securities through such broker as Adviser recommends.

In selecting a broker/dealer, Adviser will endeavor to select those broker/dealers that will provide the best services at the lowest commission rates possible. The reasonableness of commissions is based on several factors, including the broker/dealer's ability to provide professional services, competitive commission rates, volume discounts, execution price negotiations, and other services. When consistent with Adviser's fiduciary duty of best execution, the firm will direct trades to any of the suggested broker/dealers listed above.

Directed Brokerage

Some clients may instruct Adviser to use one or more particular broker/dealers for the transactions in their accounts. Clients who may want to direct the Adviser to use a particular broker/dealer should understand that this might prevent Adviser from effectively negotiating brokerage compensation on their behalf. This arrangement may also prevent Adviser from obtaining the most favorable net price and execution. Thus, when directing brokerage business, clients should consider whether the commission expenses, execution, clearance, and settlement capabilities that they will obtain through their broker/dealer are adequately favorable in comparison to those that Adviser would otherwise obtain for its clients.

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Item 13A&B	<p><u>Additional Compensation</u></p> <p>Adviser may receive research and execution related services from the parties mentioned in Item 12B of Schedule F to assist Adviser 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. Please refer to Item 1D of Schedule F in reference the aforementioned commissions.</p> <p>Adviser may pay referral fees (non-commission) to independent solicitors (non-registered representatives) for the referral of their Clients to the Adviser. Such referral fee represents a share of Adviser's asset-based investment Advisory fee.</p> <p>This arrangement will not result in higher costs to the Client. In this regard, Adviser maintains <i>Solicitors Agreements</i> in compliance with applicable state and federal laws. All Clients referred by Solicitors to Adviser will be given full written disclosure describing the terms and fee arrangements between Adviser and its Solicitor(s).</p>
Miscellaneous	<p><u>Proxy Voting Policy</u></p> <p>Adviser does not vote Client proxies. However, money managers selected by Adviser may vote proxies for Clients. Therefore, except in the event a money manager votes proxies, 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. Therefore (except for proxies that may be voted by a money manager), Adviser and/or the Client shall instruct the Client's qualified custodian to forward to the Client copies of all proxies and shareholder communications relating to the Client's investment assets.</p> <p><u>Privacy Policy</u></p> <p>Adviser views protecting its customers' private information as a top priority and, pursuant to the requirements of the Gramm-Leach Bliley Act, Adviser has instituted policies and procedures to ensure that customer information is kept private and secure.</p> <p>Adviser does not share or disclose customer information to nonaffiliated third parties except as permitted or required by law. Adviser is committed to safeguarding the confidential information of its Clients. Adviser holds all personal information provided by Clients in the strictest confidence and it is the objective of Adviser to</p>

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Miscellaneous
(Continued)

protect the privacy of all Clients. Except as permitted or required by law, Adviser does not share confidential information about Clients with nonaffiliated parties. In the event that there were to be a change in this policy, Adviser will provide Clients with written notice and Clients will be provided an opportunity to direct Adviser as to whether such disclosure is permissible. Adviser delivers a copy of its privacy policy to all Clients on an annual basis.

To conduct regular business, Adviser may collect personal information from sources such as:

- Information reported by the Client on applications or other forms the Client provides to Adviser;
- Information about the Client's transactions implemented by others and viewable by Adviser;
- Information developed as part of analyses or investment advisory services.

To administer, manage, service, and provide related services for Client accounts, it is necessary for Adviser to provide access to customer information within the Adviser and to nonaffiliated companies with whom Adviser has entered into agreements with. To provide the utmost service, Adviser may disclose the information below regarding customers and former customers, as necessary, to companies to perform certain services on Adviser's behalf.

- Information Adviser receives from the Client on applications (name, social security number, address, assets, etc.);
- Information about the Client's transactions with Adviser or others (account information, payment history, parties to transactions, etc.);
- Information concerning investment advisory account transactions;
- Information about a Client's financial products and services with Adviser.

How We Protect Information

Adviser maintains the confidentiality of the information that its Clients provide. Adviser protects Client's information by meeting all laws setting forth procedures for providing physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. All people who work for the Adviser are trained to handle Client's information properly in order to maintain its security. Adviser also restricts access to personal information about Clients to only those employees who need such information to provide service(s) to the Client. Adviser maintains physical, electronic, and procedural safeguards that comply with industry standards to guard Clients' personal information. Adviser does not sell or market Clients' or prospective Clients' personal information to third parties. Adviser does not disclose any information about its Clients or former Clients to anyone, except as needed by our service providers (e.g., broker, accountants, attorneys and auditors) or as required by law.

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Miscellaneous
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Changes in Privacy Policy

Adviser may modify the policy at any time. Adviser will notify its current Clients of any modifications.

Questions

Please contact Jim Blackwell, Chief Compliance Officer, if you have any questions about this Schedule F narrative at (404) 759-5699.

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