

Lifestyle Design Group LLC

4012 S. Rainbow, Suite K-613
Las Vegas, NV 89103
(702) 247-6809

thomas@aperfectcalendar.com

www.lifestyledesigngroupintl.com

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This brochure provides information about the qualifications and business practices of Lifestyle Design Group LLC. If you have any questions about the contents of this brochure, please contact us at the telephone number and/or e-mail address above. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or any state securities authority.

Lifestyle Design Group LLC is a registered investment advisor. Registration of an investment advisor does not imply any level of skill or training. The verbal and written communications of an investment adviser provide you with information you need to determine whether to hire or retain the advisor.

Additional information about Lifestyle Design Group LLC is also available on the SEC's website at www.adviserinfo.sec.gov.

ITEM 2

MATERIAL CHANGES

The initial Part 2 was dated March 28, 2011.

The change made in this revision, dated June 14, 2011, is the removal of Jason Tripp as the Chief Compliance Officer. Mr. Thomas Quinlin became the new Chief Compliance Officer, in addition to his previously listed titles and functions.

Please contact us if you would like a copy of our updated Part 2.

ITEM 3

TABLE OF CONTENTS

| | |
|--|----|
| Item 1: Cover Sheet | |
| Item 2: Material Changes | |
| Item 3: Table of Contents | |
| Item 4: Advisory Business | 1 |
| Who we Are | 1 |
| Wealth Management Services..... | 1 |
| Pooled Investment Vehicles..... | 2 |
| Assets Under Management | 2 |
| Item 5: Fees and Compensation..... | 3 |
| Investment Management Services | 3 |
| Financial Planning Services..... | 3 |
| Consulting Services | 4 |
| Pooled Investment Vehicles..... | 4 |
| General Disclosures | 5 |
| Item 6: Performance-Based Fees and Side-By-Side Management | 6 |
| Item 7: Types of Clients..... | 6 |
| Item 8: Methods of Analysis, Investment Strategies and Risk of Loss..... | 6 |
| Item 9: Disciplinary Information | 7 |
| Item 10: Other Financial Industry Activities and Affiliations | 7 |
| Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading | 7 |
| Code of Ethics..... | 7 |
| Personal Trading for Associated Persons..... | 8 |
| Item 12: Brokerage Practices | 8 |
| Selection of Brokers..... | 8 |
| Aggregation of Orders | 9 |
| Directed Brokerage | 9 |
| Item 13: Review of Accounts..... | 10 |
| Item 14: Client Referrals and Other Compensation..... | 10 |
| Item 15: Custody..... | 11 |
| Item 16: Investment Discretion..... | 11 |
| Item 17: Voting Client Securities..... | 12 |
| Item 18: Financial Information | 12 |

ITEM 4: ADVISORY BUSINESS

Who we Are

Lifestyle Design Group LLC (referred to as “we,” “our,” “us,” or “LDG”) has been registered as an investment advisor since March 2002. Mr. Thomas E. Quinlin is our Managing Member, sole owner and Chief Compliance Officer.

Wealth Management Services

We provide investment management, financial planning and consulting services to clients (referred to as “you” or “client”).

Investment Management

LDG offers individually tailored investment advisory services that are not limited to any one type of investment. Clients may request restrictions but have not done so to date.

Financial Planning Services

We also provide advice in the form of a Financial Plan. Clients purchasing this service will receive a written financial plan, providing the client with a detailed financial plan designed to achieve their stated financial goals and objectives.

In general, the financial plan will address any or all of the following areas of concern:

- **PERSONAL:** Family records, budgeting, personal liability, estate information and financial goals.
- **TAX & CASH FLOW:** Income tax and spending analysis and planning for past, current and future years. LDG will illustrate the impact of various investments on a client's current income tax and future tax liability.
- **EDUCATION:** Assist clients in analyzing the best possible methods of financing their children's college education, including obtaining grants, scholarships, subsidized and un-subsidized loans.
- **DEATH & DISABILITY:** Cash needs at death, income needs of surviving dependents, estate planning and disability income analysis.
- **RETIREMENT:** Analysis of current strategies and investment plans to help the client achieve his or her retirement goals.
- **INVESTMENTS:** Analysis of investment alternatives and their effect on a client's portfolio.

We gather information through in-depth personal interviews. Information gathered includes current financial status, future goals and attitudes towards risk. Related documents supplied by the client, including a questionnaire completed by the client, are carefully reviewed and a written report is prepared. Should you choose to implement the recommendations contained in the plan, we suggest that you work closely with your attorney, accountant, insurance agent, and/or stockbroker. Implementation of financial plan recommendations is entirely at the client's discretion.

Consulting Services

Clients may choose to receive investment advice on a more limited basis. This may include advice on only an isolated area(s) of concern such as estate planning, retirement planning, or any other specific topic. LDG also provides specific consultation and administrative services regarding investment and financial concerns of the client.

Additionally, LDG provides advice on non-securities matters. Generally, this is in connection with the rendering of estate planning, insurance, and/or annuity advice.

Pooled Investment Vehicles

We provide advice to the following pooled investment vehicles (“Funds”). The Funds’ investment objective is to achieve long-term capital appreciation primarily through investing in real estate, venture capital, private equity, and real estate-related investments. The Funds will also invest in other investments that are easily converted to cash to purchase or improve properties or cover other investment-related expenses. The Funds’ investment style can be characterized as aggressive. There can be no assurance that any earnings or appreciation in the value of the Funds’ assets will be characterized as capital gains rather than ordinary income.

QVEST I, LLC

Qvest I utilizes low correlating asset classes.

QVEST II, LLC

Qvest II purchases first and second deeds of trusts.

QVEST III (Cayman), Ltd.

QVEST III, LLC

QVEST III Master Fund, L.P.

QVest III is allocated into Private Equity.

For the Funds, our investments are tailored to comply with the investment guidelines disclosed in the offering materials for each Fund. Each potential investor in the Fund receives a complete set of offering materials prior to investing in the Fund. No restrictions may be placed by investors on the types of investments that are made in the Funds.

Assets Under Management

As of December 31, 2010, we have \$47,949,600 in discretionary assets under management. We did not manage assets on a non-discretionary basis.

ITEM 5: FEES AND COMPENSATION

Investment Management Services

Fees for investment management services are calculated as a percentage of assets under management. These fees are billed quarterly in advance, based on the assets under management as of the last day of the previous calendar quarter. Our fee schedule is:

| <u>Assets under management</u> | <u>Annual Fee (%)</u> |
|--------------------------------|-----------------------|
| Up to the first \$500,000 | 1.50% |
| On the next \$500,000 | 0.90% |
| For amounts over \$1,000,000 | 0.50% |

Clients who are also invested in pooled investment vehicles managed by LDG will pay the management fee and incentive allocation for the Fund (see disclosure below) in addition to the management fee described above. The Fund NAV will generally be lagged one quarter—meaning the fee for the portion of the account invested in the Fund would be based on the previous quarter’s beginning balance rather than the current quarter.

You may end our advisory relationship as of any month end by providing 30 days written notice. We will prorate the advisory fees earned through the termination date and send you a refund of the prepaid, unearned portion of your fee. We process refund payments within 30 days of the termination date and will send you a check or refund your investment account. In either case we will provide a final invoice detailing the calculation of the refund.

Financial Planning Services

Financial planning fees are billed in one of the three ways listed below, upon mutual agreement with the client:

1. As a fixed fee, typically ranging from \$500 to \$15,000, depending on the nature and complexity of each client's circumstances and upon mutual agreement with the client.
2. On an hourly basis, ranging from \$300 to \$400 per hour, depending on the nature and complexity of each client's circumstances and upon mutual agreement with the client. An estimate for total hours may be determined at the start of the advisory relationship.
3. As an asset-based fee, payable quarterly in advance, based on the value of the assets listed in Appendix A of the Investment Management Agreement on the last day of the previous calendar quarter. This fee is based on the following schedule:

| <u>Assets under management</u> | <u>Annual Fee (%)</u> |
|--------------------------------|-----------------------|
| Up to the first \$500,000 | 1.50% |
| On the next \$500,000 | 0.90% |
| For amounts over \$1,000,000 | 0.50% |

In all cases, financial planning fees shall be due and payable upon presentation of the Financial Plan to the client.

Typically the financial plan will be presented to the client within 90 days of the contract date, provided that all information needed to prepare the financial plan has been promptly provided by the client.

You may cancel our financial planning agreement at any time by providing written notice. Upon cancellation, we will present you with an invoice for work performed. This invoice is payable upon receipt.

We have a conflict of interest when providing financial planning advice. If you decide to use LDG to implement the advice provided in the financial plan, we receive the customary fees as disclosed in Investment Management Services section above. You are not required to employ us to implement the financial plan, or to implement the plan, or any portion of it, at all.

Consulting Services

Consulting fees are provided for an hour fee ranging from \$300 to \$400, depending on the nature and complexity of each client's circumstances and upon mutual agreement with the client. An estimate for total hours may be determined at the start of the advisory relationship. Consulting fees shall be due and payable as earned.

You may cancel our consulting services at any time by providing written notice. Upon cancellation, we will present you with an invoice for time spent. This invoice is payable upon receipt.

Pooled Investment Vehicles

LDG acts as the Investment Manager to the Funds. The Managing Member of the Funds which are LLCs is QVEST LLC, a limited liability company wholly owned by Thomas Quinlin.

QVEST I, LLC & QVEST II, LLC

For each of the Funds, LDG receives an asset-based fee of 1.5% per year, billed in quarterly installments. This fee is billed quarterly, in advance, based on the net asset value of the Fund as of the first day of the calendar quarter.

In addition, QVEST LLC, the Managing Member of the Fund, will receive an incentive allocation that is calculated as of December 31 each year. When profits for the current period exceed the unrecouped net losses for prior periods by 8%, we will receive an incentive allocation of 20% of the profits generated. Solely for purposes of computing this fee, net profits and net losses include unrealized gains and losses. If you withdraw capital from the Fund, the incentive allocation for the amount withdrawn will be calculated as of the withdrawal date.

Investors may make withdrawals as of the second year anniversary of their contribution. Withdrawals may be made as of the last day of a calendar quarter by providing 60 days written notice.

QVEST III, LLC & QVEST III (Cayman), Ltd. QVEST III Master Fund, L.P.

These Funds are set up in a master/feeder structure. QVEST III, LLC & QVEST III (Cayman), Ltd. act as the "feeder" funds and are invested in QVEST III Master Fund, L.P., which is the "master fund." All

investments for both Funds are made by QVEST III Master Fund, L.P., and all fees, profits and losses are calculated at the master fund level and ultimately allocated to the investors in the feeder funds.

For managing these assets, LDG receives an asset-based fee of 1.5% per year, billed in quarterly installments. This fee is billed quarterly, in advance, based on the net asset value of QVEST III Master Fund, L.P. as of the first day of the calendar quarter.

In addition, QVEST LLC, the Managing Member of the feeder funds, will receive an incentive allocation that is calculated as of December 31 each year. When profits for the current period exceed the unrecouped net losses for prior periods, we will receive an incentive allocation of 20% of the profits generated. Solely for purposes of computing this fee, net profits and net losses include unrealized gains and losses. If you withdraw capital from the Fund, the incentive allocation for the amount withdrawn will be calculated as of the withdrawal date.

Investors may make withdrawals as of the second year anniversary of their contribution. Withdrawals may be made as of the last day of a calendar quarter by providing 60 days written notice.

General Disclosures

Incentive allocation arrangements could create an incentive for us to make investments that are riskier or more speculative than would be the case in the absence of the arrangement. In some circumstances, related parties may receive increased compensation as a result of unrealized appreciation as well as realized gains. All incentive allocations will be made in a manner that complies with Rule 205-3 of the Investment Advisers Act of 1940, as amended from time to time.

For separately managed accounts, we generally require that you provide authorization for us to deduct our fees directly from your investment account. Important information about the deduction of management fees:

- You must provide authorization for us to pull fees by initialing the appropriate section of our investment management agreement.
- You will receive a detailed invoice each quarter which outlines our fees and how they are calculated at the same time we request payment from the custodian.
- You will receive a statement from your custodian which shows your holdings.
- You are responsible for reviewing the accuracy of the fees being billed, as the custodian will not do so.

You may elect to pay by check rather than having payment deducted directly from your account.

Other Costs Involved

In addition to our advisory fees shown above, expenses associated with making investments on behalf of the Funds and other clients will also be incurred. These fees include:

- management fees for ETFs and mutual funds. These are fees charged by the managers of the ETF or mutual fund and are a portion of the expenses of the ETF or mutual fund. These fees and

expenses are described in each fund's prospectus. These 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.

- brokerage costs and transaction fees for any securities or fixed income trades. These are generally charged by your custodian and/or executing broker.

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

Additional information about brokerage costs and services is provided in “Item 12: Brokerage Practices.”

ITEM 6: PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

Accounts that are contracted to pay a performance fee are managed using a different investment strategy than our non-performance fee paying accounts. The accounts also hold different types of securities. We don't think that a conflict of interests exists in managing these accounts side by side.

ITEM 7: TYPES OF CLIENTS

Our clients are individuals, pension and profit sharing plans (participant accounts), trusts, estates, charitable organizations, corporations (both domestic and foreign), and other business entities (both domestic and foreign). We also provide advice to the Funds.

Our stated minimums for each Fund are:

| <u>Fund Name</u> | <u>Minimum Investment</u> |
|-----------------------------|---------------------------|
| QVEST I, LLC | \$100,000 |
| QVEST II, LLC | \$100,000 |
| QVEST III (Cayman), Ltd. | \$25,000 |
| QVEST III, LLC | \$25,000 |
| QVEST III Master Fund, L.P. | \$25,000 |

Clients outside of the Funds are typically required to start our relationship with at least \$500,000 in assets under management with us.

These minimums may be waived at our sole discretion.

ITEM 8: METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

LDG seeks viable productive assets at fair values for long term appreciation.

Material risks for assessing the fair value of assets include credit risk, inflation, and the assets value relative to comparable asset classes.

All investments involve different degrees of risk. You should be aware of your risk tolerance level and financial situations at all times. We cannot guarantee the successful performance of an investment and we are expressly prohibited from guaranteeing accounts against losses arising from market conditions.

ITEM 9: DISCIPLINARY INFORMATION

Registered investment advisors are required to disclose any material facts regarding any legal or disciplinary actions that would be material to your evaluation of the investment advisor and each investment advisor representative providing investment advice to you. We have no information of this type to report.

ITEM 10: OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

Thomas Quinlin, managing member, is also the sole owner and managing member of QVEST, LLC. QVEST, LLC, in turn, acts as the managing member for the domestic Funds. In addition, all incentive allocations on behalf of the Funds are paid to QVEST, LLC. LDG may be engaged to advise clients as to the appropriateness of investing in the Funds and may receive compensation for doing so. However, if engaged to act in this capacity, LDG will only recommend investments in the Funds when it believes that such an investment will more completely satisfy the client's investment policy.

ITEM 11: CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

Code of Ethics

We have adopted a set of enforceable guidelines (Code of Ethics), which describes unacceptable conduct by LDG and our associated persons. Summarized, this Code of Ethics prohibits us from:

- placing our interests before yours,
- using non public information gathered when providing services to you for our own gains, or
- engaging in any act, practice or course of business that is, or might be considered, fraudulent, deceptive, manipulative, or in violation of any applicable law, rule or regulation of a governmental agency.

Please contact us if you would like to receive a full copy of this Code of Ethics.

Personal Trading for Associated Persons

We may buy or sell some of same securities for you that we already hold in our personal account. We may also buy for our personal account some of the same securities that you already hold in your account. Our associated persons may also invest directly in the Fund. It is our policy not to permit our associated persons (or their immediate relatives) to trade in a way that takes advantage of price movements caused by your transactions.

We may restrict trading for a particular security for our accounts or those of our associated person if there is a pending trade in that security in a client account. Trades for our accounts (and those of our associated persons) will be placed as part of a block trade with client trades, or individually after client trades have been completed. Additional information about block trades is provided in “Item 12: Brokerage Practices.” When our trades are placed after our client trades, we may receive a better or worse price than that received by the client.

All persons associated with us are required to report all personal securities transactions to us quarterly.

There are no material conflicts of interest between the interests of our managed accounts and our Funds.

ITEM 12: BROKERAGE PRACTICES

Selection of Brokers

In selecting brokers to execute portfolio transactions, we make a good faith judgment of about which broker would be appropriate. We take into consideration not only the available prices and rates of brokerage commissions, but also other relevant factors that may include (without limitation):

- the execution capabilities of the broker/dealer,
- custodial and other services provided by the broker/dealer that are expected to enhance our general portfolio management capabilities,
- the size of the transaction,
- the difficulty of execution,
- the operational facilities of the broker-dealers involved,
- the risk in positioning a block of securities, and
- the quality of the overall brokerage services provided by the broker/dealer.

When we select the broker/dealer for a transaction, we may cause the Funds to pay a higher commission for effecting a transaction than another broker/dealer would have charged for effecting that transaction. We do this if we determine in good faith that the amount of the commission is reasonable in relation to the value of the brokerage and research services provided by the broker/dealer. The determination is viewed in terms of either the particular transaction or our overall responsibilities with respect to the Funds.

LDG participates in the institutional advisor program (the “Program”) offered by TD Ameritrade Institutional. TD Ameritrade Institutional is a division of TD Ameritrade Inc., member

FINRA/SIPC/NFA (“TD Ameritrade “). TD Ameritrade offers to independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions. We receive some benefits from TD Ameritrade through our participation in the Program. Please see Item 14: Client Referrals and Other Compensation” for additional information.

We do not maintain custody of your assets, although we may be deemed to have custody of your assets if you give us authority to withdraw assets from your account in order to pay your advisory fees (see “Item 15: Custody”). Your assets must be maintained in an account at a “qualified custodian,” generally a broker/dealer or bank. We require that you use TD Ameritrade as the qualified custodian. We are independently owned and operated and are not affiliated with TD Ameritrade. TD Ameritrade will hold your assets in a brokerage account and buy and sell securities when we instruct them to. While we recommend that you use TD Ameritrade as custodian/broker, you will decide whether to do so and will open your account with TD Ameritrade by entering into an account agreement directly with them. We do not open the account for you, although we may assist you in doing so. If you do not wish to place your assets with TD Ameritrade, then we cannot manage your account.

Not all advisors require their clients to use a particular broker-dealer or other custodian selected by the advisor.

Aggregation of Orders

There are occasions on which portfolio transactions will be executed as part of concurrent authorizations to purchase or sell the same security for the Fund, a separately managed account and/or one or more of our associated persons.

We may choose to block (aggregate) trades for your account with those of other client accounts (including the Funds) and personal accounts of persons associated with LDG. When we place a block trade, all participants included in the block receive the same price per share on the trade. The price is calculated by averaging the price of all of the shares traded. Due to the averaging of price over all of the participating accounts, aggregated trades could be either advantageous or disadvantageous. Commission costs are not averaged. You will pay the same commission whether your trade is placed as part of a block or on an individual basis. The objective of the aggregated orders will be to allocate the executions in a manner that is deemed equitable to the accounts involved.

Directed Brokerage

You may instruct us to execute any or all securities transactions for your account with or through one or more broker/dealers designated by you. In these cases, you are responsible for negotiating the terms and conditions (including, but not limited to, commission rates) relating to all services to be provided by the broker/dealers and you are satisfied with the terms and conditions. We have no responsibility for obtaining the best prices or any particular commission rates for transactions with or through the broker/dealer in these situations. You recognize that you may not obtain rates as low as you might otherwise obtain if we had discretion to select broker/dealers other than those chosen by you. If you would like us to cease executing transactions with or through the designated broker/dealer you must notify us in writing.

ITEM 13: REVIEW OF ACCOUNTS

The value of each Fund position is verified and assessed against historical value on a weekly basis by Thomas Quinlin, Managing Member. Investors in the Funds receive quarterly and monthly statements based on activity.

For wealth management clients, a performance review is performed quarterly by Thomas Quinlin, Managing Member. These clients also receive quarterly or monthly statements based on asset class.

ITEM 14: CLIENT REFERRALS AND OTHER COMPENSATION

As disclosed in “Item 12: Brokerage Practices,” we participate in TD Ameritrade’s institutional customer program and we require that clients use TD Ameritrade for custody and brokerage services. There is no direct link between our participation in the program and the investment advice it gives to you, although we receive economic benefits through our participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount):

- receipt of duplicate client statements and confirmations;
- research related products and tools;
- consulting services;
- access to a trading desk serving investment advisor participants;
- access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts);
- the ability to have advisory fees deducted directly from client accounts;
- access to an electronic communications network for client order entry and account information;
- access to mutual funds with no transaction fees and to certain institutional money managers; and
- discounts on compliance, marketing, research, technology, and practice management products or services provided to LDG by third party vendors.

Some of the products and services made available by TD Ameritrade through the program may benefit LDG but may not benefit its client accounts. These products or services may assist us in managing and administering client accounts, including accounts not maintained at TD Ameritrade. The benefits received by LDG or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, we endeavor at all times to put the interests of our clients first. Clients should be aware, however, that our receipt of economic benefits in and of itself creates a potential conflict of interest and may indirectly influence our choice of TD Ameritrade for custody and brokerage services.

We do not pay for client referrals.

ITEM 15: CUSTODY

Regulators deem that we have custody of the Fund's assets because an affiliated entity is the general partner for the Funds. In order to comply with the regulatory requirements, we provide all investors in the Fund with audited financials. The audited financial statements are sent to investors within 120 days of the Fund's fiscal year-end.

If you give us authority to deduct our fees directly from your separately managed account, we have custody of those assets. In order to avoid additional regulatory requirements in these cases, we follow the procedures outlined in "Item 5: Fees and Compensation." You will also receive quarterly statements directly from custodian of the account that details all transactions in the account.

ITEM 16: INVESTMENT DISCRETION

We manage the Fund on a discretionary basis and do not allow for any limitations to be placed on our investment authority. Our investment philosophy is summarized above, and more completely described in the offering materials for the Fund. In order to invest in the Fund, you must:

- Review the offering materials we provide. This Part 2A and the Part 2B for Thomas Quinlin are included with the offering materials.
- Sign a copy of the operating agreement for the Fund.
- Complete subscription documents for the Fund. These provide information about your qualifications to invest in the Fund.

You may provide discretionary authority for us to manage your assets. Discretionary authority means that you are giving us a limited power of attorney to place trades on your behalf. This limited power of attorney does not allow us to withdraw money from your account, other than advisory fees if you agree to give us that authority.

You grant us discretionary authority by completing the following items:

- Sign a contract with us that provides a limited power of attorney for us to place trades on your behalf. Any limitations to the trading authorization will be added to this agreement.
- Provide us with discretionary authority on the new account forms that are submitted to the broker/dealer acting as custodian for your account(s).

Clients could request a restriction on discretionary authority but have not done so to date.

ITEM 17: VOTING CLIENT SECURITIES

We do not accept the authority to vote proxies on your behalf. You will receive proxies and other related paperwork directly from your custodian. Upon request we will provide guidance about voting a specific proxy solicitation.

ITEM 18: FINANCIAL INFORMATION

As a registered investment advisor, we are required to provide you with certain financial information or disclosures about our financial condition. LDG has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients, and has not been the subject of a bankruptcy proceeding.

BROCHURE SUPPLEMENT
ITEM 1: COVER SHEET

Thomas E. Quinlin

Lifestyle Design Group LLC

4012 S. Rainbow, Suite K-613
Las Vegas, NV 89103
(702) 247-6809

June 14, 2011

This Brochure Supplement provides information about Thomas E. Quinlin that supplements the Lifestyle Design Group LLC Brochure. You should have received a copy of that Brochure. Please contact Richard Disho, Branch Manager at (408) 437-1410 or richard@aperfectcalendar.com if you did not receive Lifestyle Design Group LLC's Brochure or if you have any questions about the content of this supplement.

Additional information about Thomas E. Quinlin is available on the SEC's website at www.adviserinfo.sec.gov.

ITEM 2: EDUCATIONAL BACKGROUND AND BUSINESS EXPERIENCE

Thomas E. Quinlin was born in 1951. He completed classwork in Electrical Engineering at University of Minnesota from 1973-1977. Since February 2002, Mr. Quinlin has been the Managing Member of Lifestyle Design Group LLC, a registered investment advisor.

ITEM 3: DISCIPLINARY INFORMATION

Registered investment advisors are required to disclose any material facts regarding any legal or disciplinary actions that would be material to your evaluation of each investment advisor representative providing investment advice to you. There is no information of this type to report.

ITEM 4: OTHER BUSINESS ACTIVITIES

Thomas Quinlin is also the sole owner and managing member of QVEST, LLC. QVEST, LLC, in turn, acts as the managing member for the domestic Funds managed by LDG. Additional information regarding this relationship and the conflict of interests entailed is provided in Part 2A, Item 10.

ITEM 5: ADDITIONAL COMPENSATION

Mr. Quinlin does not receive any economic benefit from any non-client for providing advisory services.

ITEM 6: SUPERVISION

Mr. Quinlin, Managing Member, is the owner and sole person providing investment advice on our behalf. His telephone number is (702) 247-6809.