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**FORM ADV PART 2A.
BROCHURE**

This brochure provides information about the qualifications and business practices of Asset Harvest Group, LLC. If you have any questions about the contents of this brochure, please contact us at 703-760-0043. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Asset Harvest Group, LLC is also available on the SEC's website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for Asset Harvest Group, LLC is 122774.

Asset Harvest Group, LLC is a Registered Investment Adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

Table of Contents

<i>Advisory Business</i>	<i>1</i>
<i>Fees and Compensation</i>	<i>4</i>
<i>Performance-Based Fees and Side-By-Side Management</i>	<i>6</i>
<i>Types of Clients</i>	<i>7</i>
<i>Methods of Analysis, Investment Strategies and Risk of Loss</i>	<i>8</i>
<i>Disciplinary Information</i>	<i>9</i>
<i>Other Financial Industry Activities and Affiliations</i>	<i>10</i>
<i>Code of Ethics, Participation or Interest in Client Transactions and Personal Trading</i>	<i>11</i>
<i>Brokerage Practices</i>	<i>12</i>
<i>Review of Accounts</i>	<i>15</i>
<i>Client Referrals and Other Compensation</i>	<i>16</i>
<i>Custody</i>	<i>17</i>
<i>Investment Discretion</i>	<i>18</i>
<i>Voting Client Securities</i>	<i>19</i>
<i>Financial Information</i>	<i>20</i>
<i>Requirements for State-Registered Advisers</i>	<i>21</i>
<i>Additional Information</i>	<i>22</i>

Advisory Business

Form ADV Part 2A, Item 4

Asset Harvest Group, LLC's registration was granted by the U.S. Securities and Exchange Commission on January 23, 2008. Femi T. Shote, MSF, ChFC, CLU, CFP®, AIF® (CRD Number 2250726) is Managing Member, Managing Director and Chief Compliance Officer of the firm. Mr. Shote owns one hundred (100%) percent of the equity of the firm. The firm is not publicly owned or traded. There are no indirect owners of the firm or intermediaries, which have any ownership interest in the firm. As of December 31, 2010, the firm managed, on a discretionary basis, \$21,000,000 which represented 60 accounts. Client assets are managed on an individualized basis. Clients may impose restrictions on their accounts.

The firm may provide its clients with a broad range of comprehensive financial planning and consulting services (which may include non-investment related matters). The firm will charge a fixed fee for these services. The firm's financial planning and consulting fees are negotiable, but generally range from \$1,500 to \$20,000 on a fixed fee basis, depending upon the level and scope of the planning, the professional rendering the financial planning and/or the consulting services.

Prior to engaging the firm to provide financial planning and/or consulting services, the client will generally be required to enter into a written agreement with the firm setting forth the terms and conditions of the engagement and describing the scope of the services to be provided and the portion of the fee that is due from the client prior to the firm commencing services. Generally, the firm requires one-half of the financial planning/consulting fee (estimated hourly or fixed) payable upon entering the written agreement. The balance is generally due upon delivery of the financial plan or completion of the agreed upon services. Either party may terminate the agreement by written notice to the other. In the event the client terminates the firm's financial planning and/or consulting services, the balance of the firm's unearned fees (if any) shall be refunded to the client. If termination occurs within five business days of entering into the financial planning agreement, the client shall be entitled to a full refund.

In performing its services, the firm shall not be required to verify any information received from the client or from the client's other professionals (e.g. attorney, accountant, etc.) and is expressly authorized to rely on such information. The firm may recommend the services of itself and/or other professionals for implementation purposes. Clients are advised that a conflict of interest exists if the firm recommends its own services. The client is under no obligation to act on any of the recommendations made by the firm and/or engage in the services of any such recommended professional, including the firm itself. The client retains absolute discretion over all such implementation decisions, and is free to accept or reject any recommendations from the firm. Moreover, each client is advised that it remains his/her/its responsibility to promptly notify the firm if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing, evaluating or revising the firm's previous recommendations and/or services.

In the even the client determines to engage the firm to provide investment management services, the firm shall do so on a fee-only basis. If engaged, the firm shall charge an annual fee based upon a percentage of the market value of the assets being managed by the firm. The firm's annual fee is exclusive of, and in addition to brokerage commissions, transaction fees and other related costs and expenses which shall be incurred by the client. The firm's annual fee shall be prorated and paid quarterly, in arrears, based upon the market value of the assets from the last day of the previous quarter. The annual fee shall vary (between 0.05% and 2.50%) depending upon the market value of the assets under management and the type of investment management services to be rendered.

The firm is the sponsor of the Great Harvest Program (*the "Program"*), a wrap fee program. In the event the client participates in the program, the firm shall provide its investment management services and arrange for brokerage transactions under a single annualized fee. For participants in the program, the firm shall charge an

annual fee based upon a percentage of the market value of the assets being managed by the firm, that includes all commissions or transaction fees which otherwise would be incurred by the client. Participants in the program may pay a higher aggregate fee than if investment management and brokerage services are purchased separately. A complete description of the program's terms and conditions (including fees) are contained in the program's wrap fee brochure. As discussed below, those written disclosure statements shall be provided to each client pursuant to Rule 204-3 of the Advisers Act.

As further discussed, the firm generally imposes a minimum portfolio value for its investment management services. The firm, in its sole discretion, may waive its stated account minimum, negotiate or charge a lesser management fee based upon certain criteria (i.e., anticipated future earnings capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, preexisting clients, etc.)

As further discussed in this narrative, the firm shall generally recommend that clients utilize the brokerage and clearing services of Fidelity Investment Services and its affiliates ("*Fidelity*") for investment management accounts. Prior to engaging the firm to provide investment advisory services, the client will be required to enter into one or more written agreements with the firm setting forth the terms and conditions under which the firm will render its services (*collectively the "agreement"*), and a separate agreement for brokerage and clearing services with Fidelity, any other broker/dealer recommended by the firm, and/or the broker/dealer directed by the client (*collectively referred to as "broker/dealer."*)

Currently, the firm intends to primarily allocate its client investment management assets, on a discretionary and/or a non-discretionary basis, among individual debt and equity securities, mutual funds, indexed funds, exchange-traded funds and options in accordance with the client's investment objectives.

The firm may also recommend that certain clients authorize the active discretionary management of a portion of their assets by and/or among certain independent investment managers, either directly or through a wrap fee program ("*independent managers*"), based upon the stated investment objectives of the client. The terms and conditions under which the client shall engage the independent managers shall be set forth in separate written agreements between:

1. The client and the firm.
2. The client and the designated independent managers and/or wrap fee program sponsor.

The firm shall continue to render advisory services to the client relative to the ongoing monitoring and review of account performance, to which the firm shall receive an annual advisory fee which is based upon a percentage of the market value of the assets being managed by the designated independent managers. Factors that the firm shall consider in recommending independent managers include the client's stated investment objectives, management style, performance, reputation, financial strength, reporting, pricing and research. The investment management fees charged by the designated independent managers, together with the fees charged by the wrap fee program sponsor and corresponding designated broker/dealer/custodian of the client's assets, may be exclusive of, and in addition to, firm's investment advisory fee. The client may incur additional fees than those charged by the firm, the designated independent managers, wrap fee program sponsor (if applicable) and corresponding broker/dealer and custodian.

In addition to the firm's written disclosure statement, the client shall also receive the written disclosure statement of the designated independent managers and wrap fee program sponsor, if applicable. Certain independent managers may impose more restrictive account requirements and varying billing practices than the

firm. In such instances, the firm may alter its corresponding account requirements and/or billing practices to accommodate those of the independent managers or wrap free program sponsor.

Fees and Compensation

Form ADV Part 2A, Item 5

For clients engaging the firm for a buy and hold equity strategy seeking to provide retirement income, the annual fee shall vary between 1.00% and 2.50%. For institutional clients engaging the firm for a capital appreciation strategy through an allocation to Dimensional Funds, the annual fee shall vary between 0.05% and 1.00% in accordance with the following schedule:

Portfolio Value	Annual Fee
First \$1,000,000	0.50% to 1.00%
Next \$4,000,000	0.30% to 0.50%
Next \$5,000,000	0.20% to 0.30%
Next \$10,000,000	0.15% to 0.20%
Next \$10,000,000	0.05% to 0.15%

For individual clients engaging the firm for a capital appreciation strategy or a sustainable income and growth strategy for an allocation to Dimensional Funds, the annual fee shall vary in accordance with the following schedule:

Portfolio Value	Annual Fee
First \$1,000,000	1.00%
Next \$2,000,000	0.75%
Next \$2,000,000	0.60%
Over \$5,000,000	Negotiable

For individual clients engaging the firm for a capital appreciation strategy or a sustainable income and growth strategy through an allocation to individual equity and debt securities, the annual fee shall vary in accordance with the following schedule:

Portfolio Value	Annual Fee
First \$1,000,000	2.50%
Next \$2,000,000	2.00%
Next \$2,000,000	1.50%
Over \$5,000,000	1.00%

The firm's agreement and/or the separate agreement with the broker/dealer may authorize the firm through the broker/dealer to debit the client's account for the amount of the firm's fee and to directly remit that management fee to the firm in accordance with applicable custody rules. The broker/dealer recommended by this firm has agreed to send a statement to the client, at least quarterly, indicating all amounts disbursed from the account, including the amount of management fees paid directly to the firm.

The firm may also render non-discretionary investment management services to clients relative to: (1.) Variable life/annuity products that they may own, and/or (2.) Their individual employer sponsored retirement plans.

In so doing, the firm either directs or recommends the allocation of client assets among the various mutual fund subdivisions that comprise the variable life/annuity product or the retirement plan. The client asset shall be maintained at either the specific insurance company that issued the variable life/annuity product which is owned by the client, or at the custodian designated by the sponsor of the client's retirement plan.

For the initial quarter of investment management services, the first quarter's fee shall be calculated on a pro-rata basis. The agreement between the firm and the client will continue in effect until terminated by either party pursuant to the terms of the agreement. The firm's annual fee shall be prorated through the date of termination, and any remaining balance shall be charged or refunded to the client, as appropriate, in a timely manner.

Performance-Based Fees and Side-By-Side Management

Form ADV Part 2A, Item 6

None.

Types of Clients

Form ADV Part 2A, Item 7

Clients are individuals, pension plans, profit sharing plans, trusts, estates, charitable organizations, corporations and other business entities.

The firm provides investment supervisory services, management of investment advisory accounts, and financial planning services. As a condition for starting and maintaining a relationship, the firm shall generally impose a minimum portfolio size of \$1,000,000 for individual clients seeking a sustainable growth and income strategy and \$250,000 for individual clients seeking a capital appreciation strategy. The firm, at its sole discretion, may accept clients with smaller portfolios based upon certain criteria including anticipated future earning capacity, anticipated future additional assets, account composition, related accounts, and preexisting clients. The firm shall only accept clients with less than the minimum portfolio size if, in the sole opinion of the firm, the smaller portfolio's size will not cause a substantial increase of investment risk beyond the client's identified risk tolerance. The firm may aggregate the portfolios of family members to meet the minimum portfolio size.

Methods of Analysis, Investment Strategies and Risk of Loss

Form ADV Part 2A, Item 8

Method of securities analysis is fundamental analysis. It is further disclosed that the firm may recommend that clients authorize the active discretionary management of a portion of their assets by and/or among certain Independent Managers based upon the stated objective of the client.

Investment strategies are long term purchases, short term purchases, short sales, margin transactions and option writing.

All investments in securities carry some degree of risk of loss.

Disciplinary Information

Form ADV Part 2A, Item 9

None.

Other Financial Industry Activities and Affiliations

Form ADV Part 2A, Item 10

None.

Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

Form ADV Part 2A, Item 11

The firm or its representatives may at times also hold the same securities it recommends to clients. The firm is in and shall continue to be in compliance with The Insider Trading and Securities Fraud Enforcement Act of 1988. The firm is in compliance with its responsibilities concerning the reporting and monitoring of personal securities transactions. In addition, the firm hereby discloses that it has adopted a written Code of Ethics in compliance with SEC Rule 204A-1. The President of the firm carries out all compliance related mandates as set forth by The Code of Ethics. A copy of the firm's Code of Ethics is available upon request by all clients and prospective clients.

The firm and persons associated with the firm are committed to buy or sell securities that it/they also recommend(s) to clients consistent with the firm's policies and procedures.

When the firm is purchasing or considering for purchase any security on behalf of a client, no covered person may effect the transaction in that security prior to the completion of the purchase or until a decision has been made not to purchase such security. Similarly, when the firm is selling or considering the sell of any security on behalf of a client, no covered person may effect the transaction in that security prior to the completion of the sale or until the decision has been made not to sell such security.

Unless specifically defined in the firm's the Code of Ethics, neither the firm nor any of the firm's associated persons may effect for himself or herself, for an associated person's immediate family (i.e., spouse, minor children and adults living in the same household as the associated person), or for any trust for which the associated person serves as a trustee or in which the associated person has a beneficial interest (*collectively "covered persons"*), any transactions in a security which are being actively purchased or sold or are being considered for purchase or sell on behalf of any of the firm's clients.

The Code of Ethics is not applicable to:

A. Transactions affected in any account over which neither the firm nor any of its advisory affiliates has any direct or indirect influence or control.

B. Transactions in securities that are direct obligations of the government of the United States, bankers acceptances, bank certificates of deposit, commercial paper and high quality short-term debt instrument, including repurchase agreements or shares issued by registered open-end investment companies.

The Code of Ethics has been established recognizing that some securities being considered for purchase or sale on behalf of the firm's clients trade in sufficiently broad markets to permit transactions by clients to be completed without any appreciable impact on the market of such security. Under certain limited circumstances, exceptions may be made to the Code of Ethics stated above. The firm will maintain records of these trades, including the reasons for any exceptions.

In accordance with Section 204A-1 of the Advisers Act, the firm also maintains and enforces written policies reasonably designed to prevent the unlawful use of material, non-public information by the firm or by any of its advisory affiliates.

Brokerage Practices

Form ADV Part 2A, Item 12

Unless the client directs otherwise, the firm shall generally recommend that Fidelity serve as the broker/dealer for client assets. Client shall incur brokerage commissions and/or transaction fees from broker/dealer for effecting certain securities transactions (e.g. transaction fees are charged for certain no load mutual funds and commissions are charged for individual equity/debt securities transactions. In addition to the firm's fee, clients may incur certain charges imposed by third parties, such as fees charged by independent managers (as defined in this narrative), custodial fees, brokerage commissions, transaction fees, charges imposed directly by mutual fund or exchange-traded fund in the account, which shall be enclosed in the fund's prospectus (e.g. fund management fees and other fund expenses), deferred sales charges, odd lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.

Except for wrap programs, the brokerage commission and/or transaction fees charged by Fidelity or any other designated broker/dealer are exclusive of, and in addition to the firm's fee.

Factors which the firm considers in recommending Fidelity or any other broker/dealer to clients include their respective financial strengths, reputation, execution, pricing, research and service. Fidelity enables the firm to obtain many mutual funds without transaction charges and other securities at nominal transaction charges. The commissions and/or transaction fees charged by Fidelity may be higher or lower than those charged by other broker/dealers.

The commissions paid by the firm clients shall comply with the firm's duty to obtain best execution. However, a client may pay a commission that is higher than another qualified broker/dealer might charge to effect the same transaction where the firm determines, in good faith, that the commission is reasonable in relation to the value of the brokerage and researched services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker/dealer services, including among others, the value of research provided, execution capability, commission rates and responsiveness. Consistent with the foregoing, while the firm will seek competitive rates, it may not necessarily obtain the lowest possible commission rate for client transactions.

If the client requests the firm to arrange for the execution of securities brokerage transactions for the client's account, the firm shall direct such transactions through broker/dealers that the firm reasonably believes will provide best execution. The firm shall periodically and systematically review its policies and procedures regarding recommending broker/dealers to its clients in light of its duty to obtain best execution.

The client may direct the firm in writing to use a particular broker/dealer to execute some or all transactions for the client. In that case, the client will negotiate terms and arrangements for the account with that broker/dealer and the firm will not seek better execution services or prices from other broker/dealers or be able to "batch" client transactions for execution through other broker/dealers with orders for other accounts managed by the firm. As a result, the client may pay higher commission or other transaction costs or greater spreads, or receive less favorable net prices on transactions for the account than would otherwise be the case.

Transactions for each client generally will be effected independently, unless the firm decides to purchase or sell

the same securities for several clients at approximately the same time period. The firm may (but is not obligated to) combine or “batch” such orders to obtain best execution, to negotiate more favorable commission rates, or to allocate equitably among the firm's clients. Under this procedure, transactions will generally be averaged as to price and allocated among the firm's clients, *pro-rata* to the purchase and sale orders placed for each client on any given day. To the extent the firm determines to aggregate client orders for the purchase or sales of securities, including securities in which the firm's associated persons may invest, the firm shall generally do so in accordance with applicable rules, promulgated under the Advisers Act and “No- Action” guidance provided by the staff of the United States Securities Exchange Commission. The firm shall not receive any additional compensation or remuneration as a result of the aggregation. In the event that the firm determines that a prorated allocation is not appropriate, under the particular circumstances, the allocation will be made based upon other relative factors, which may include:

1. When only a small percentage of the order is executed, shares may be allocated to the account with the smallest order or the smallest position or to an account that is out of line with respect to security or sector weighting relative to other portfolios, with similar mandates;
2. Allocations may be given to one account, when one account has limitations in its investment guidelines which prohibit it from purchasing other securities, which are expected to produce similar investment results and can be purchased by other accounts;
3. If an account reaches an investment guideline limit and cannot participate in an allocation, shares may be reallocated to other accounts (this may be due to unforeseen changes in an account's assets after an order is placed);
4. With respect to sale allocations, allocations may be given to accounts low in cash;
5. In cases when a prorated allocation of a potential execution would result in a de minimis allocation of one or more accounts, the firm may exclude the accounts from the allocation; the transactions may be executed on a pro rata basis among the remaining accounts; or
6. In cases where a small proportion of an order is executed in all accounts, shares may be allocated to one or more accounts on a random basis.

Consistent with obtaining best execution, brokerage transactions may be directed to certain broker/dealers in return for investment research product and/or services which assists the firm in its investment decision making process. Such research generally will be used to service all of firm's clients, but brokerage commissions paid by one client may be used to pay for research that is not used in managing that client's portfolio. The receipt of investment research products and/or services, as well as the allocation of the benefit of such investment research products and/or services poses a conflict of interest.

Although not a material consideration when determining whether to recommend that a client use the services of Fidelity, the firm may receive from Fidelity, without cost, computer, software and related systems support, which allows the firm to better monitor client accounts maintained at Fidelity. The firm may receive the software and related support without cost, because the firm renders investment management services to clients that, in the aggregate, maintain a certain level of assets at Fidelity.

Specifically, the firm may receive the following benefits from Fidelity through the Fidelity Registered Investment Advisor group: receipt of duplicate client confirmations and duplicate statements; access to a trading desk which exclusively services its registered investment advisor group participants; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to client accounts; and access to an electronic communication network for client order and entry and account

information.

Review of Accounts

Form ADV Part 2A, Item 13

For those clients to whom the firm provides investment supervisory services, account reviews are conducted on an ongoing basis. For those clients to whom the firm provides investment management services, account reviews are conducted on a quarterly basis. For those clients to whom the firm provides financial planning advice and/or consulting services, reviews are conducted on an "as-needed" basis. Such reviews are conducted by the principal of the firm, Femi T. Shote. All investment advisory clients are encouraged to discuss their needs, goals, and objectives with the firm and to keep the firm informed of any changes. The firm shall contact ongoing investment advisory clients at least annually to review its previous services and/or recommendations and to discuss the impact resulting from any changes in the client's financial situation and/or investment objectives.

Unless otherwise agreed upon, clients are provided with transaction confirmation notices and regular summary account statements directly from the broker/dealer or custodial firm for the client accounts. Those clients to whom the firm provides investment advisory services will also receive a report from the firm that may include such relevant account and/or market related information such as an inventory of account holdings and account performance on a quarterly basis.

Those clients to whom the firm provides financial planning services will receive reports from the firm summarizing its analyses and conclusions as requested by the clients, or otherwise agreed to in writing by the firm.

Client Referrals and Other Compensation

Form ADV Part 2A, Item 14

If the firm refers a client to certain independent managers where the firm compensation is included in the advisory fee charged by such independent managers, and the client engaged those independent managers, the firm shall be compensated for its services by receipt of a fee paid directly by the independent managers of the firm in accordance with the requirements of SEC Rule 206(4)-3 of the Advisers Act, and any corresponding state securities laws, rules, regulations or requirements. Any such fee shall be paid solely from the independent managers' investment management fee or the program fee of the wrap fee program (as appropriate), and shall not result in any additional charge to the client. The firm shall not receive referral fees or enter into fee sharing arrangements with the independent managers.

Custody

Form ADV Part 2A, Item 15

None.

Investment Discretion

Form ADV Part 2A, Item 16

The firm is granted limited discretionary authority by clients. As such, the firm may determine, without first obtaining client consent, the securities to be bought and/or sold and the amount of securities to be bought and/or sold.

The client is under no obligation to act on any of the recommendations made by the firm and/or engage in the services of any such recommended professional, including the firm itself. The client retains absolute discretion over all such implementation decisions, and is free to accept or reject any recommendations from the firm.

The firm may also recommend that certain clients authorize the active discretionary management of a portion of their assets by and/or among certain independent investment managers, either directly or through a wrap fee program ("*independent managers*"), based upon the stated investment objectives of the client

Voting Client Securities

Form ADV Part 2A, Item 17

The firm may vote proxies on behalf of its clients. When the firm accepts such responsibility, it will only cast proxy votes in a manner that is consistent with the best interests of its clients. Absent special circumstances which are fully described in the firm's proxy voting policies and procedures, all proxies will be voted consistent with guidelines established and described in the firm's proxy voting policies and procedures, as they may be amended from time to time. At any time, clients may contact the firm to request information about how the firm voted proxies for that client, securities, or to get a copy of the firm's proxy voting and policy and procedures. A brief summary of the firm's proxy voting policies and procedures is as follows:

- The firm has formed a proxy voting committee that will be responsible for monitoring corporate actions, making voting decisions in the best interests of clients, and ensuring that proxies are submitted in a timely manner.
- The proxy voting committee will generally vote proxies according to the firm's then current proxy voting guidelines. Proxy voting guidelines include many specific examples of voting decisions for the types of proposals that are more frequently presented, including: composition of the board of directors, approval of independent auditors, management and director compensation, anti-takeover mechanisms that relate to certain issues, changes to capital structure, corporate and social policy issues, and issues involving mutual funds.
- Although the proxy voting guidelines are to be followed as a general policy, certain issues will be considered on a case by case basis based on the relevant facts and circumstances. Since corporate governance issues are diverse and continually evolving, the firm shall devote an appropriate amount of time and resources to monitor these changes.
- In situations where there may be a conflict of interest in the voting of proxies due to business or personal relationships that the firm maintains with persons having an interest in the outcome of certain votes, the firm will take appropriate steps to ensure that its proxy voting decisions are made in the best interests of its clients and are not the product of such conflict.

Financial Information

Form ADV Part 2A, Item 18

No financial reporting is required since the firm does not receive fees more than six months in advance.

Requirements for State-Registered Advisers

Form ADV Part 2A, Item 19

Not applicable.

Additional Information

To the extent that client authorizes the use of margin, and margin is thereby employed by the firm in the management of the client's investment portfolio, the market value of the client's account and corresponding fee payable by the client to the firm will not be increased.

Additions may be in cash or securities provided that the firm reserves the right to liquidate any transferred securities, or decline to accept particular securities into a client account. The firm may consult with its clients about the options and ramifications of transferring securities. However, clients are advised that when transferred securities are liquidated, they are subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax ramifications.

The firm's clients are advised to promptly notify the firm if there are ever any changes in their financial situation or investment objectives or if they wish to impose any reasonable restrictions upon the firm's management services.

Neither the firm nor the client may assign the agreement without the consent of the other party. Transactions that do not result in a change of actual control or management of the firm shall not be considered an assignment.

A copy of the firm's privacy policy and a written disclosure statement that meets the requirements of SEC Rule 204-3 of The Advisers Act shall be provided to each client prior to, or contemporaneously with the execution of the agreement. Any client who has not received a copy of the firm's written disclosure brochure narrative at least 48 hours prior to entering into the agreement shall have five business days subsequent to executing the agreement to terminate the firm's services on a penalty-free basis.