

FIRM BROCHURE

(Form ADV Part 2A)

February 10, 2011

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Part 2A of Form ADV (the “Brochure”) provides information about the qualifications and business practices of Beverly Investment Advisors, LLC. If you have any questions about the contents of this Brochure, please contact us at (310) 246-1200 and/or canon@beverlyadvisors.com. 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.

Beverly Investment Advisors, LLC is registered as an investment adviser with the U.S. Securities and Exchange Commission; however, such registration does not imply a certain level of skill or training and no inference to the contrary should be made.

Additional information about Beverly Investment Advisors, LLC is also available on the SEC’s website at www.adviserinfo.sec.gov.

ITEM 1: COVER PAGE

Please refer to previous page.

ITEM 2: MATERIAL CHANGES

This Brochure dated February 10, 2011 is a new document prepared in accordance with the new requirements and rules adopted by the United States Securities and Exchange Commission ("SEC"). Previously, investment advisers provided clients and prospective clients with a copy of Form ADV Part II, which was in a "check-the-box" format with certain narrative explanations included on Schedule F. On July 28, 2010, the SEC adopted revisions to Form ADV, which require investment advisers to provide narrative, plain English disclosures regarding their advisory business in order to provide clients and prospective clients with more meaningful information about the adviser and its business practices. Accordingly, this Brochure is materially different in structure and requires certain new information that the previous brochure did not require. Our previous version of ADV Part II is dated July 20, 2010.

Because of the amount of new details provided within the brochure, Beverly Investment Advisors, LLC ("BIA") encourages each client to read the brochure carefully and to call us with any questions you may have. In particular, please note the following items contain new additions to Part 2, BIA's disclosure document:

Item 4 - Advisory Business

Item 6 - Performance-Based Fees and Side-by-Side Management

Item 8 - Methods of Analysis, Investment Strategies and Risk of Loss

Item 9 - Disciplinary Information

Item 10 - Other Financial Industry Activities and Affiliations

Item 15 – Custody

Item 18 – Financial Information

BIA did not have any other material changes to its ADV disclosures.

Pursuant to new SEC Rules, BIA will ensure that clients receive a summary of any materials changes to this Brochure within 120 days of the close of BIA's fiscal year. Additionally, as the firm experiences material changes in the future, we will send you a summary of our "Material Changes" under separate cover. For more information about the firm, please visit www.beverlyadvisors.com.

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Item 4: Advisory Business

A. Description of Firm

Beverly Investment Advisors, LLC (“BIA”) is a Beverly Hills, California based investment management firm, founded in 2007. BIA provides customized independent, objective advice regarding asset management, retirement planning, and pension consulting for individuals, including high net-worth individuals, endowments, pension and profit sharing plans, and corporate entities.

BIA is currently registered with the Securities and Exchange Commission as an investment adviser. The Firm currently conducts business in California, Washington, and Minnesota. BIA is 100% owned by Canon J. Price, Inc. and is a certified women owned business.

B. Types of Advisory Services Offered

BIA seeks to add value through tactical asset allocation and careful investments. BIA provides three types of advisory services: portfolio management, pension consulting, and financial planning, each of which is more fully described below.

1. Portfolio Management Services

BIA provides limited discretionary, and occasionally non-discretionary, portfolio management on a continuous basis. The investment advice provided is variable depending upon the desires, investment objectives, and other preferences of the client and in accordance with a written portfolio management agreement entered into between BIA and the client. Client portfolios constructed by BIA will typically consist of a combination of mutual fund shares, exchange traded funds (ETFs) and fixed income securities. However, BIA may utilize equity securities, corporate debt securities (bonds), municipal bonds, U.S. government securities, and interest in partnerships, among others, if BIA determines such investments to be in the best interest of its clients. Once a client’s portfolio is constructed, BIA provides continuous supervision and management of the portfolio in accordance with the client’s stated investment objectives, risk tolerance, investment time horizon, tax considerations and other reasonable guidelines and restrictions imposed by the client. The client is responsible for informing BIA of any changes to his/her investment objectives, individual needs and/or restrictions. In addition, BIA does not and will not assume any responsibility for the accuracy of the information provided by the client.

Prior to entering into a portfolio management agreement with BIA, a client should carefully consider:

- (a) committing to management only those assets that the client believes will not be needed for current purposes and that can be invested on a long-term basis;
- (b) that volatility from investing in the stock market can occur; and
- (c) that over time the client’s assets may fluctuate and at anytime be worth more or less than the amount invested.

2. Pension Consulting Services

BIA provides pension-consulting services to employee benefit plans (*e.g.*, pension plans, profit sharing plans) and their fiduciaries based upon an analysis of the needs of the plan and in accordance with a written pension consulting agreement entered into between the plan and BIA. In general, these services will be provided on a non-discretionary basis, but in some cases may be on a discretionary basis depending on the needs of the client. The services may consist of:

- recommendations involving plan design;
- investment choices to be included in the plan for participants; and
- the management of the plan assets.

During the initial client consultation, BIA also may provide general advice to employers and their key executives on developing and structuring compensation, retirement and benefit plans. Additionally, BIA will provide general one on one guidance to plan participants, provide group education, as well as, bilingual support for Hispanic employees.

For services provided on a non-discretionary basis, BIA will perform the analysis and discuss recommendations with each client. Clients are free at all times to accept or reject any recommendations made by BIA and also retains the authority and discretion on whether or not to implement any of BIA's recommendations. If the client decides to implement some or all of BIA's recommendations, the client has the option, but is under no obligation, to request that BIA implement such recommendations. Those clients who wish to engage BIA for implementation of BIA's recommendations may be required to enter into a separate written agreement with BIA for its portfolio management services. In accordance with the separate agreement, BIA will be paid separate and additional fees based on the client's account assets that are managed by BIA.

For client accounts that are regulated under the Employee Retirement Income Securities Act ("ERISA"), BIA will provide pension consulting services to the plan fiduciaries as described above. Typically, as described above, the client must make the ultimate decision as to whether or not to implement BIA's recommendations and is free to seek independent advice about the appropriateness of any recommended services for the plan.

3. Financial Planning

Financial planning advice typically involves providing a variety of services, principally advisory in nature, to individuals regarding the management of their financial resources and is based upon an analysis of individual client needs. The services range from comprehensive financial planning to hourly consultations, depending on the needs of each client. Generally, BIA first conducts a complimentary initial consultation during which pertinent information about the client's financial circumstances and objectives is collected. For more comprehensive services, BIA reviews and analyzes the information provided by the client and then creates a written financial plan containing recommendations, which are designed with the intention of achieving the clients' stated financial goals and objectives. The written plan is then presented to the client for review.

Financial plans are based on the client's financial situation at the time the plan is presented and are based on financial information disclosed by the client to BIA. Clients are advised that certain assumptions may be made with respect to interest and inflation rates, use of past trends and performance of the market and economy. Past performance is in no way an indication of future performance. BIA cannot offer any guarantees or promises that the client's financial goals and objectives will be met. As the client's financial situation, goals, objectives, or needs change, the client must notify BIA promptly.

Clients are free at all times to accept or reject any or all recommendations made by BIA and further retains the authority and discretion on whether or not to implement the written plan. If the client decides to follow the written plan, the client has the option, but is under no obligation, to request that BIA implement the recommendations outlined in the written plan. Those clients who wish to engage BIA for implementation of the written plan may be required to enter into a separate written agreement with BIA for its portfolio management services. In accordance with the separate agreement, BIA will be paid separate and additional fees based on client account assets that are managed by BIA.

C. Assets Under Management

As of December 31, 2010, the following represents the amount of client assets under management ("AUM") by BIA on a discretionary and non-discretionary basis:

Type of Account	AUM
Discretionary	\$77,968,714.15
Non-Discretionary	\$39,242,482.65
Total:	\$117,211,196.80

ITEM 5: FEES AND COMPENSATION

A. Portfolio Management Fees

Portfolio management fees are payable quarterly in advance and are based on the following fee schedule:

Account Size	Annualized Fee
On the first \$250,000-\$999,999	1.00%
On the next \$1,000,001 to \$2,999,999.99	0.75%
Assets above \$3,000,000	0.50%

These fees are payable at the beginning of each calendar quarter, computed on the value of the account on the last day of the previous quarter. The initial fee is payable when the account is established and is prorated for a partial quarter. Additional deposits to the account are subject to the same fee paying procedure.

The fees outlined above represent the fees BIA generally charges for portfolio management services. However, BIA fees are negotiable and arrangements with any particular client may differ from those described above.

For clients receiving portfolio management services, BIA requires the client's account assets to be custodied with Schwab Institutional, a division of Charles Schwab & Co., Inc. ("Schwab"). In addition to the fees charged by BIA, there are transactions charges involved when purchasing and selling securities in client accounts, which are charged by Schwab. A written confirmation of each transaction including all transaction charges will be sent by Schwab to the client immediately following execution of each transaction. Please refer to Item 12 for detailed information on these brokerage services.

Payment of BIA's portfolio management fees will be deducted from each client's account on a quarterly basis by Schwab and paid directly to BIA, unless otherwise directed in writing by a client. The consent for deduction of fees is generally contained in the written agreement the client enters into with BIA. Schwab will deliver a monthly account statement directly to the client. The statements will include all transactions that took place in the account during the period covered and reflect any fees deducted and paid to BIA. Clients are encouraged to review their account statements for accuracy and compare them to the reports received by BIA. Should there be any discrepancies clients' should rely on the information in the Schwab account statement.

Upon termination of the portfolio management agreement, BIA will provide the client with a refund of any pre-paid unearned advisory fees. The amount of the refund will be calculated by pro-rating the number of days remaining in the quarter from the termination date.

B. Pension Consulting Fees

The annual fee for pension consulting services is generally equal to 0.25% of assets under management. However, fees are negotiable and arrangements with any particular client may differ from those described above. The annual fee is either billed quarterly or annually in arrears, depending on the election of the client. Pension consulting fees billed quarterly in arrears are based upon the market value of the assets on the last day of the prior quarter. Pension consulting fees billed annually in arrears are based on the asset value in the account on the last business day of the fourth calendar quarter. Fees will be assessed pro rata in the event the pension consulting agreement is executed at any time other than the first day of a billing period.

Alternatively, BIA may assess a fixed fee for pension consulting services. Under such arrangements, the fee is negotiated on a case-by-case basis, depending on the scope and complexity of the requested services, and will be clearly set forth in the written agreement for services signed by BIA and the client.

In the event the pension consulting agreement is terminated, the client will be billed for bona fide pension consulting services provided prior to the date of termination. Refunds are not applicable as fees are payable in arrears.

C. Financial Planning Fees

BIA utilizes the following financial planning fee schedule, subject to negotiation depending on the nature, complexity, and time involved in providing the client with requested services.

- **Fixed Fees:** The fixed fee for a comprehensive or specific financial plan will range between \$500 and \$1,000. If the client chooses to have BIA provide financial planning services, an initial retainer of 50% of the estimated fee is payable in advance of any services rendered, with the balance due upon completion of contracted services.
- **Hourly Fees:** An hourly fee, which ranges between \$100 and \$200, is assessed for clients who request specific consulting services and do not desire a written financial plan. Hourly fees are generally calculated and payable at the conclusion of each session, although in some cases they may be paid weekly, monthly or periodically in advance, depending on the scope of the services provided.

When the scope of the financial planning services has been agreed upon, a determination will be made as to the applicable fee. The final fee shall be directly dependent upon the facts and circumstances of the client's financial situation and the complexity of the financial plan or service(s) requested. *In limited circumstances*, the cost/time could potentially exceed the initial estimate. In such cases, BIA will notify the client and may request that the client pay an additional fee.

Upon termination of the financial planning agreement, BIA will provide the client with a pro-rata refund of any pre-paid unearned financial planning fees or an invoice for any earned unpaid fees.

D. General Information on Fees

The actual fees charged a client will be outlined in the written agreement entered into between BIA and the client.

All fees paid to BIA for the various services it provides to clients are separate and distinct from the fees and expenses charged by third parties. These separate fees and expenses include, but are not limited to, custodial fees, execution costs, and mutual fund fees and expenses. Client assets also may be subject to transaction fees, brokerage fees and commissions, retirement plan administration fees (if applicable), trustee fees, deferred sales charges on mutual funds initially deposited in the account, 12b-1 fees, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. For mutual funds and exchange traded funds, a client may be charged internal management fees, distribution fees, redemption fees and other expenses, which are fully described in the applicable fund's prospectus. Notably, BIA will not receive any portion of these other fees and expenses.

Clients should review the fees charged to their account(s) to fully understand the total amount of all fees charged. Clients should understand that lower fees for comparable services may be available from other investment advisory or financial planning firms.

E. Important Considerations

In accordance with Rule 204-3 under the Investment Advisers Act of 1940, as amended (“Advisers Act”), BIA will provide a current copy of Form ADV Part 2A and relevant brochure supplements to each client or prospective client prior to or as the same time as the execution of a written agreement with BIA. Any client who has not received a copy of BIA’s Form ADV Part 2A at least forty-eight (48) hours prior to executing an agreement with BIA, shall have five (5) business days after executing the agreement to terminate BIA’s services without penalty. After that, the written agreement between BIA and the client will continue in effect until terminated by either party pursuant to the terms of the agreement and fees will be due or refunded, as applicable, in accordance with this Item.

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

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

BIA does not charge performance-based fees (*i.e.*, fees calculated based on a share of capital gains on or capital appreciation of the client’s assets or any portion of the client’s assets). Consequently, BIA does not engage in side-by-side management of accounts that are charged a performance-based fee with accounts that are charged another type of fee (such as assets under management). As described above, BIA provides its services for a fixed fee, hourly charges and/or based upon a percentage of assets under management, in accordance with SEC Rule 205(a)(1). Notably, accounts that are managed in the same style (*e.g.*, moderately aggressive) may not be managed the same way due to the client’s overall investment objective, discretion of the investment professional assigned to the account, asset size and account restrictions.

ITEM 7: TYPES OF CLIENTS

BIA provides independent, objective advice regarding asset management, retirement planning and pension consulting for individuals, including high net-worth individuals, endowments, pension plans and profit sharing plans, and corporate entities.

Generally, a minimum of \$250,000 is required to open and maintain a portfolio management account. This requirement may be waived, at BIA’s sole discretion.

There may be times when certain restrictions are placed by a client, which prevents BIA from accepting or continuing to manage the portfolio management account. BIA reserves the right to not accept and/or terminate management of a client’s account if it feels that the client imposed restrictions would limit or prevent it from meeting and/or maintaining its overall investment strategy.

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

A. Methods of Analysis and Investment Strategies

BIA's uses an investment methodology that employs fundamental research and a disciplined four step process. This process includes: 1) neutral portfolio allocation; 2) opportunistically adjust target asset allocation; 3) risk assessment based on scenario analysis; and 4) rigorous research to identify securities and mutual fund managers.

Step 1: BIA begins with a neutral allocation of asset classes covering certain portfolio investment types, which consist of: conservative balanced, balanced, equity tilted balanced, and equity. For example, a neutral allocation for a balanced portfolio is approximately 40% investment grade bonds, 40% large cap stocks, 8% small cap stocks and 12% foreign securities. These neutral allocations are the basic starting point which BIA believes represents a reasonable static investment allocation. They also serve as a benchmark against which to measure value added and a frame of reference to help ensure a consistent discipline in decision making.

Step 2: BIA determines target allocations for each portfolio investment type by performing an in-depth analysis of fundamentals and valuations of asset classes and identifying potential new opportunities. These opportunities may include asset classes not currently defined in neutral allocations, such as investments in real estate through real estate investment trusts (REITs).

Step 3: BIA will perform a risk assessment using a scenario analysis. For example, as different risk scenarios are identified they are used to assess the potential impact on each holding as well as the portfolio type as a whole. Each portfolio investment type has a one-year loss threshold and any risk identified in excess of the threshold could prompt an adjustment to the allocation percentages.

Step 4: The final step is to select the actual investments. BIA performs an evaluation of the historical data of a broad universe of securities. The securities screened generally consist of investment grade and high yield bonds, large and small capitalization U.S. stocks, international stocks, mutual funds and exchange traded funds (ETFs). BIA's process for selecting the investments for each portfolio type begins with a performance evaluation and screening of the broadest available universe of securities and fund managers. Specifically, a quantitative review of fund managers is performed, taking into account each fund's historical performance, returns versus peer group, consistency with investment objectives and a comparison of expenses. A qualitative review of securities is performed, which considers, among other things, a company's disciplined approach, team focus and quality, stability and culture of the organization, and shareholder orientation.

BIA also utilizes its access to research, such as Morningstar and other commercial software, to assist in its overall evaluation of securities and fund managers.

Client account investments and allocations are customized to help meet the investment goals and needs of the client. BIA performs ongoing monitoring of account investments. When appropriate BIA will perform portfolio modifications and reallocations as determined to be

advisable for the client's needs and the applicable market and economic conditions.

B. Risk of Loss

BIA's investment recommendations are subject to various markets, currency, economic, political and business risks, and such investment decisions may not always be profitable. Clients should be aware that there may be a loss or depreciation to the value of the client's account, which clients should be prepared to bear. There can be no assurance that a client's investment objectives will be obtained and no inference to the contrary is being made.

In addition, generally, the market value of stocks will fluctuate with market conditions, and small cap stock prices generally will move up and down more than large cap stock prices. Small-cap stocks may be subject to a higher degree of risk than more established (large cap) companies' securities. The illiquidity of the small-cap market may adversely affect the value of client investments. The market value of bonds will generally fluctuate inversely with interest rates and other market conditions prior to maturity and will equal par value (face value) at maturity. Interest rates for bonds may be fixed at the time of issuance or purchase, and payment of principal and interest may be guaranteed by the issuer and, in the case of U.S. Treasury obligations, backed by the full faith and credit of the U.S. Treasury. The market value of Treasury bonds will generally fluctuate more than Treasury bills, since Treasury bonds have longer maturities. In addition, there is no assurance that a mutual fund or ETF will achieve its investment objective. Past performance of investments is no guarantee of future results. High yield bonds are considered to be predominantly speculative with respect to the payment of interest and repayment of principal. Such securities may also be subject to greater volatility as a result of changes in prevailing interest rates than other debt securities. Investments in overseas markets (international securities) also pose special risks, including currency fluctuation and political risks, and such investment may be more volatile than that of a U.S. only investment. The risks are generally intensified for investments in emerging markets..

Prior to entering into an agreement with BIA, a client should carefully consider: (1) committing to management only those assets that the client believes will not be needed for current purposes and that can be invested on a long-term basis, usually a minimum of three to five years, (2) that volatility from investing in the stock market can occur, and (3) that over time the client's assets may fluctuate and at anytime be worth more or less than the amount invested.

BIA does not represent, guarantee or imply that the services or methods of analysis employed by us can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines.

ITEM 9: DISCIPLINARY INFORMATION

Registered investment advisers such as BIA are required to disclose all material facts regarding any legal or disciplinary events that would be material to a client's or prospective client's evaluation of BIA or the integrity of its management. BIA does not have any such legal or disciplinary events and thus has no information to disclose with respect to this Item.

ITEM 10: OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

BIA and its associated persons do not have any financial industry activities, financial industry affiliations, nor recommend other advisers.

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

A. Code of Ethics Summary

The Investment Advisers Act of 1940 imposes a fiduciary duty on all investment advisers to act in the best interest of its clients. BIA's clients therefore entrust us to use the highest standards of integrity when dealing with their assets and making investments that impact their financial future. Our fiduciary duty compels all employees to act with integrity in all of our dealings.

Because BIA's investment professionals may transact in the same securities for their personal accounts as they may buy or sell for client accounts, it is important to mitigate potential conflicts of interest. To that end, BIA has adopted personal securities transaction policies in the form of a Code of Ethics ("Code"), which all BIA associated persons must follow. This Code provides such personnel with guidance in their ethical obligations regarding their personal securities transactions and fiduciary duties formulating the basis of all of our client dealings. Specifically, the Code requires certain personnel to report personal trades and holdings and prohibits or requires pre-clearance for certain trades in certain circumstances. The Code also contains procedures for reporting violations and enforcement. The Code is reviewed and distributed to BIA associated persons annually. BIA will provide a copy of the Code to any client or prospective client upon written request.

BIA obtains information from a wide variety of publicly available resources. BIA and its personnel do not have, nor claim to have, insider or private knowledge. To ensure insider trading does not take place and to address the conflict of interest regarding obtaining confidential information, BIA has adopted a firm wide policy statement outlining insider-trading compliance by BIA, its associated persons and other employees. This statement has been distributed to all associated persons and other employees of BIA and has been signed and dated by each such person.

B. Participation or Interest in Client Transactions

Because the Code would permit associated persons of BIA to invest in the same securities as clients, there is a possibility that the BIA associated person could benefit from market activity by a client in a security held by that person. Employee trading is continually monitored under the Code, with an eye to reasonably prevent conflicts of interest between BIA and its clients.

BIA does not affect any principal or agency cross securities transactions for client accounts, nor does it affect cross-trades between client accounts. Principal transactions are generally defined as transactions where an adviser, acting as principal for its own account or the account of an

affiliated broker-dealer, buys from or sells any security to any advisory client. An agency cross transaction is defined as a transaction where a person acts as an investment adviser in relation to a transaction in which the investment adviser, or any person controlled by or under common control with the investment adviser, acts as broker for both the advisory client and for another person on the other side of the transaction. Should BIA ever decide to affect principal trades or cross-trades in client accounts, it will comply with the provisions of Rule 206(3) of the Advisers Act.

ITEM 12: BROKERAGE PRACTICES

A. Selection Criteria

For BIA clients receiving portfolio management services, BIA requires the client account assets to be custodied with Schwab, who also serves as the broker of record for the client account. Custodial and brokerage services are provided by Schwab so long as BIA maintains a minimum amount of its clients' assets with Schwab. As part of these services, Schwab does not charge custodial fees for a BIA client account as long as the account's transactions are placed with Schwab for execution. Schwab charges a flat rate transaction fee per transaction for each client account. All Schwab's fees and charges are fully disclosed on the account statements sent by Schwab to each client. Factors considered by BIA in requiring Schwab as the broker custodian for client accounts are based on, but not limited to the reasonableness of transaction fees charged by Schwab, product availability, quality of executions, research and other services available to both the client and BIA. Please refer to Item 12B and item 14B below for a detailed description of the services and benefits received by BIA.

For clients that are receiving financial planning services on a non-discretionary basis, BIA makes recommendations to the client regarding the purchase or sell of securities or other assets that they consider to be in the best interest of the client. The client has full discretion to accept or reject BIA's recommendations and is responsible for implementing any accepted recommendations with any broker-dealer of their choice. Or in the alternative, the client can enter into a portfolio management agreement with BIA, giving BIA discretion to implement the recommendations and continue to manage the assets.

It is important for clients to consider and compare the significant differences between having assets custodied at a broker/dealer, bank, or other custodian prior to opening an account with BIA. Some of these differences include, but are not limited to; total account costs, trading freedom, commission rates, and security and technology services.

B. Soft Dollar Considerations

BIA's general policy is to comply with the provisions of Section 28(e) of the Exchange Act ("Section 28(e)") when entering into soft dollar arrangements. Section 28(e) allows investment advisers to use client commissions to pay for brokerage and research services under certain circumstances without breaching their fiduciary duties to clients. This practice is commonly referred to as "soft dollars". Brokerage and research services may include, among other things, effecting securities transactions and performing services incidental thereto (such as clearance, settlement and custody) and providing research information regarding the economy, industries,

sectors of securities, individual companies, statistical information, taxation; political developments, legal developments, technical market action, pricing and appraisal services, credit analysis; risk measurement analysis and performance analysis. Such research information can be received in the form of written reports, telephone conversations, personal meetings with security analysts and/or individual company management, and attending conferences. The research services provided by a broker may be proprietary (*i.e.*, provided by the broker providing the execution services) and/or provided by a third party (*i.e.*, originates from a party independent from the broker providing the execution services).

Under Section 28(e), advisers may cause clients to pay brokerage commissions that are in excess of commissions that another broker might have charged for effecting the same transaction, so long as such adviser makes a good faith determination that the amount of commissions paid are reasonable in relation to the value of the brokerage and research services received. This must be viewed in terms of either the specific transactions or an adviser's overall responsibility to the accounts for which it exercises investment discretion.

Section 28(e) also permits advisers to use the research services provided by brokers to service any or all of the adviser's clients, and the services also may be used in connection with clients other than those making the payment of commissions.

Importantly, clients should understand that the use of soft dollars by BIA may be deemed to be an indirect economic benefit to BIA, which creates a conflict of interest between BIA and its clients.

BIA has access to proprietary research from Schwab due to the fact that BIA clients custody their account assets at Schwab. In addition, BIA receives certain other indirect benefits from Schwab due to this arrangement, which are outlined in Item 14B below and may be deemed to fall outside the safe harbor of Section 28(e). To address this conflict of interest, BIA performs periodic reviews of the quality of execution and services provided by Schwab to help ensure that clients are receiving the best overall deal (also known as "best execution").

BIA does not currently have any other soft dollar arrangements in place.

C. Directed Brokerage

The Schwab custodial arrangement is a type of directed brokerage arrangement since Schwab generally requires that client transactions be placed with Schwab for execution. Clients should understand that not all advisers require their clients to use only one custodian or otherwise direct brokerage. BIA has selected Schwab to provide its clients with brokerage and custodial services because it believes Schwab can provide best execution. To help ensure that clients are receiving best execution and to address the conflict of interest surrounding this arrangement, BIA performs periodic reviews of the quality of execution and services provided by Schwab.

D. Order Aggregation

From time to time, BIA may determine that the purchase or sale of a particular security is appropriate for multiple advisory client accounts, based on a variety of reasons. When this happens, BIA may determine that it is in these clients' best interest to attempt to execute the trade orders as one or more block trades (*i.e.*, aggregate the individual trade for each account into one or more trade orders.). These circumstances may, in turn, give rise to actual or potential conflicts of interest among the accounts for whom the security purchase or sale is appropriate, and among the subset of those accounts actually participating in a block trade, especially if the block trade order results in a partial fill. In order to address these conflicts, BIA has adopted certain policies and procedures that it follows when aggregating trades in an effort to provide an objective and equitable method of trade allocation so that all clients are treated fairly. The basic objectives of these policies and procedures are as follows:

- (a) BIA will only aggregate trades when it believes that such aggregations are consistent with its duty to seek best execution for its clients;
- (b) BIA will strive to ensure that no client account is favored over any other client account; and
- (c) Each account that participates in an aggregated transaction shall participate at the average of the executed share price for that security.

E. Trade Errors

Errors created in a managed account must be corrected so as not to harm any client. The goal of error correction is to make the client "whole", regardless of the cost to BIA. Soft dollar arrangements or the promise of future trade commissions cannot be used to correct errors when placing a trade for a client's account and BIA can not correct a trade error made in a client's account by allocating the trade to a different account, unless that account was meant to receive the trade in the first place.

ITEM 13: REVIEW OF ACCOUNTS

For investment management services, client portfolios are reviewed on a regular basis. Triggering factors for additional review include, but are not to, the state of the markets, unusual economic or industry developments, changes in the state of the economy, the complexity of the individual client portfolio or changes in a client's financial situation, such as investment goals, tax considerations or change in employment. Additional reviews are also available at the client's request.

For pension consulting services, accounts are reviewed at least quarterly.

For financial planning services the client will receive an annual review and update to their financial plan. Such reviews may be subject to an hourly rate ranging between \$100 and \$200.

All reviews are conducted by Canon J. Price or the investment adviser representative assigned to the client account.

All portfolio management clients receive a comprehensive quarterly analysis and report from BIA, along with a monthly statement from their custodian. The comprehensive report includes: investment performance, tax efficiency, portfolio appraisal, current & target asset allocation, cash flow and fixed income reporting.

Financial Planning clients receiving comprehensive services will receive a written financial plan from BIA.

Pension consulting clients will receive a written report at least quarterly, intended to supplement those provided by the Custodian. The report will enable the client to analyze the performance of the plan more objectively than relying solely on the report/statements provided by the custodian.

ITEM 14: CLIENT REFERRALS AND OTHER COMPENSATION

A. Compensation for Client Referrals

BIA may, from time to time, enter into agreements with individuals and organizations that refer clients to BIA ("solicitors"). All such agreements will be in writing and comply with the requirements of Rule 206(4)-3 of the Advisers Act. If a client is introduced to BIA by a solicitor, BIA may pay that solicitor a fee in accordance with the requirements of Rule 206(4)-3 of the Advisers Act and any corresponding state securities law requirements. While the specific terms of each agreement may differ, generally, the compensation will be based upon BIA's engagement of new clients and the retention of those clients and is calculated using a varying percentage of the fees paid to BIA by such clients. Any such fee shall be paid solely from BIA's fees, and shall not result in any additional charge to the client.

Each prospective client who is referred to BIA under such an arrangement will receive a copy of BIA's Form ADV Part 2 and a separate written disclosure document disclosing the nature of the relationship between the third party solicitor and BIA and the amount of compensation that will be paid by BIA to the third party. The solicitor is required to obtain the client's signature acknowledging receipt of BIA's Form ADV Part 2 and the solicitor's written disclosure statement.

Currently, BIA does not have any agreements with any solicitors to refer clients to BIA.

B. Other Compensation

While there is no direct link between the investment advice given to a portfolio management client and BIA requiring portfolio management clients to use Schwab as their custodian, certain indirect economic benefits are received by BIA due to this arrangement. These benefits include: a dedicated trading desk, an account services manager dedicated to BIA accounts, access to a real time order matching system, ability to "block" client trades, electronic download of trades, balances and positions in the custodian's portfolio management software, duplicate and batched client statements, confirmations and year-end summaries, the ability to have advisory fees directly debited from client accounts (in accordance with federal and state requirements), and availability of their proprietary research. These products and services provide lawful and

appropriate assistance to BIA in the performance of its investment decision-making responsibilities.

While BIA and its associated persons endeavor at all times to put the interest of the clients first, as part of their fiduciary duty, clients should be aware that receipt of additional compensation itself creates a potential conflict of interest. To help ensure that clients are receiving best execution and to address the conflict of interest surrounding this arrangement, BIA performs periodic reviews of the quality of execution and services provided by Schwab.

From time to time, BIA may enter into consulting or service agreements with third party providers to assist BIA with its marketing efforts, such as drafting periodic newsletters to send to clients and/or prospects.

ITEM 15: CUSTODY

Pursuant to Rule 206(4)-2 of the Advisers Act, BIA is deemed to have custody of client funds because the Firm has the authority and ability to debit its fees directly from clients' accounts. To mitigate any potential conflicts of interests, all BIA client account assets will be maintained with an independent qualified custodian.

For clients receiving portfolio management services, BIA requires the account assets to be custodied with Schwab Institutional, a division of Charles Schwab & Co., Inc ("Schwab"). In addition to the advisory fee charged by BIA, there are transaction charges involved when purchasing and selling securities in client accounts, which are charged by Schwab. A written confirmation of each transaction including all transaction charges will be sent by Schwab to the client immediately following execution of each transaction.

Payment of BIA's fees will be made by Schwab provided the client has given Schwab written authorization permitting the advisory fees to be deducted and paid directly from the client's account. BIA will not have access to client account assets for payment of fees without client consent in writing. Further, Schwab will deliver a monthly account statement directly to the client, which will include all transactions that took place in the account during the period covered and reflect any advisory fees deducted and paid to BIA. Clients are encouraged to review their account statements for accuracy and compare them to the reports received by BIA.

ITEM 16: INVESTMENT DISCRETION

A. Discretionary Authority; Limitations

For clients that have granted BIA limited power of attorney and discretion via the written client agreement, BIA will have discretionary authority over:

- (1) the selection and amount of securities to be bought or sold for their account without obtaining their prior consent or approval,
- (2) whether a client's transaction should be combined with those of other BIA clients and traded as a "block", and in some cases,

(3) the commission rates and/or transaction cost paid to effect the transactions.

However, such investment authority may be subject to specified investment objectives, guidelines, and/or conditions imposed by the client. For example, a client may specify that the investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio, or require restrictions and/or prohibitions of transactions in the securities of a specific industry.

ITEM 17: VOTING CLIENT SECURITIES

It is the policy of BIA to not vote proxies on behalf of clients. Custodians are directed to forward all shareholder related materials to the owner of the account. Proxy voting for plans governed by ERISA must conform to the plan document in effect. In case where the investment manager is listed as the fiduciary responsible for voting proxies, the responsibility will be designated to another fiduciary and reflected in the plan document. BIA shall not be deemed to have proxy voting authority solely as a result of providing advice or information about a particular proxy vote to a client.

ITEM 18: FINANCIAL INFORMATION

BIA does not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance and therefore is not required to provide, and has not provided, a balance sheet. BIA does not have any financial commitments that impair its ability to meet contractual and fiduciary obligations to clients, and has not been the subject of a bankruptcy proceeding.