

Form ADV

Part 2A

BARR Financial Services, LLC

March 31, 2011

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This brochure ("Brochure") provides information about the qualifications and business practices of Barr Financial Services, LLC ("BARR"). You should review this Brochure in conjunction with our separate brochure supplement ("Supplement"). The Supplement(s) has been prepared for the purpose of providing information about the qualifications and background of the supervised person(s) working with you on our behalf or who may otherwise participate in the advisory services provided to you. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority.

If you have any questions about the contents of this Brochure or our Supplement(s), please contact us at 407-622-0018 or kyoung@barrllc.com. Additional information about BARR or any of our supervised persons (who are registered under our firm) is also available on the SEC's Investment Adviser Public Disclosure ("IAPD") which can be found at www.adviserinfo.sec.gov.

The format/layout of this Brochure has been dictated by the SEC. As such, the Brochure's table of contents can be found after the "Material Changes" section of this Brochure, not at the beginning of the Brochure. The subsections appearing under each heading shall follow the mandated ordering of the items required to be addressed in this Brochure as set forth in the instructions and guidance issued by the SEC in regard to Part 2A of the Form ADV. BARR's response to each such item shall immediately follow each numbered item. We encourage any reader of this Brochure to also refer to the SEC's instructions and guidance related to Part 2A of the Form ADV. Throughout this Brochure, any references to "we," "our," "ours," "us," etc. are meant to refer to BARR.

II. Material Changes

Date of our last annual ADV update filing: March 1, 2011.

On July 28, 2010, the SEC published Release No. IA-3060, titled, “Amendments to Form ADV” which announced the approval of the new amendments to Form ADV. This Brochure is a new document prepared according to the SEC’s new requirements and rules and as set forth in the ADV and its corresponding instructions. As such, this Brochure is materially different in structure and requires certain new information that our previous client disclosure document (i.e. Part II and Schedule F) did not require. In the future, this Material Changes section will discuss only specific material changes that are made to the Brochure and will provide you with a summary of such changes.

Since the filing of our most recent annual ADV update and aside from that overall formatting/layout change described above, there have been no other material changes between our old Part II and Schedule F and this new Brochure.

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Key Definitions

There are several terms used throughout this Brochure that are defined in the Glossary of the Form ADV. The full Form ADV and its glossary can be found on the SEC's web site at <http://www.sec.gov/about/forms/formadv.pdf>, however, several of the more important terms that are used throughout this Brochure are provided below for your reference. The definitions appear below as they appear in the glossary of the ADV so be mindful that all references made to "you," "your," or "yours" are intended to refer to BARR. Each term is presented in alphabetical order, not necessarily its order of appearance or use in this Brochure.

Advisory Affiliate: Your advisory affiliates are (1) all of your officers, partners, or directors (or any person performing similar functions); (2) all persons directly or indirectly controlling or controlled by you; and (3) all of your current employees (other than employees performing only clerical, administrative, support or similar functions).

Control: Control means the power, directly or indirectly, to direct the management or policies of a person, whether through ownership of securities, by contract, or otherwise. Each of your firm's officers, partners, or directors exercising executive responsibility (or persons having similar status or functions) is presumed to control your firm. A person is presumed to control a corporation if the person: (i) directly or indirectly has the right to vote 25 percent or more of a class of the corporation's voting securities; or (ii) has the power to sell or direct the sale of 25 percent or more of a class of the corporation's voting securities. A person is presumed to control a partnership if the person has the right to receive upon dissolution, or has contributed, 25 percent or more of the capital of the partnership. A person is presumed to control a limited liability company ("LLC") if the person: (i) directly or indirectly has the right to vote 25 percent or more of a class of the interests of the LLC; (ii) has the right to receive upon dissolution, or has contributed, 25 percent or more of the capital of the LLC; or (iii) is an elected manager of the LLC. A person is presumed to control a trust if the person is a trustee or managing agent of the trust.

Management Persons: Anyone with the power to exercise, directly or indirectly, a controlling influence over your firm's management or policies, or to determine the general investment advice given to the clients of your firm. Generally, all of the following are management persons: Your firm's principal executive officers, such as your chief executive officer, chief financial officer, chief operations officer, chief legal officer, and chief compliance officer; your directors, general partners, or trustees; and other individuals with similar status or performing similar functions; The members of your firm's investment committee or group that determines general investment advice to be given to clients; and If your firm does not have an investment committee or group, the individuals who determine general investment advice provided to clients (if there are more than five people, you may limit your firm's response to their supervisors).

Person: A natural person (an individual) or a company. A company includes any partnership, corporation, trust, limited liability company ("LLC"), limited liability partnership ("LLP"), sole proprietorship, or other organization.

Related Person: Any advisory affiliate and any person that is under common control with your firm.

Supervised Person: Any of your officers, partners, directors (or other persons occupying a similar status or performing similar functions), or employees, or any other person who provides investment advice on your behalf and is subject to your supervision or control.

IV. Advisory Business

IV.(A). BARR at a Glance

Firm Profile

BARR Financial Services is an independent, full service, wealth management firm specializing in Personal, Business and Estate Planning. We empower clients through education to make confident, informed financial decisions and find comfort with those decisions.

We are a Life Planning firm that assists our clients in utilizing their success to accomplish what they want during their lifetime and transition it properly to accomplish what they'd like after they are gone.

Creating harmony with the health, financial and social aspects of our lives is important to most of us and serves as a guiding force in establishing a Family Mission Statement, yet we often forget to spend time with the things that are truly important to us.

We have separated financial guidance from products, so we can help lead you into your financial future.

Years in Business

Date of formation: November 3, 2000.

Date of initial investment adviser registration: January 1, 2001.

Direct Principal Owners

The following party(s) maintain at least 25% direct or indirect ownership in BARR.

- Kirk B. Young

No other parties maintain at least 25% direct/indirect ownership in BARR.

IV.(B). BARR's Advisory Services

In this section, we will describe the services we offer as well as the fees that correspond to those services. As far as investment products on which we may provide advice, those product types are identified in the grid below.

Product Type Limitations

We generally provide investment advice in relation to the following specific types of securities/investments.

<input checked="" type="checkbox"/>	Exchange listed equities	<input checked="" type="checkbox"/>	Mutual funds (closed-end and open-end funds)
<input checked="" type="checkbox"/>	Over the counter equities	<input checked="" type="checkbox"/>	Exchange traded funds
<input checked="" type="checkbox"/>	Equities of foreign issuers	<input checked="" type="checkbox"/>	U.S. government securities
<input checked="" type="checkbox"/>	Interests in privately offered securities (hedge funds, venture capital funds, private equity funds, etc.) involving any of the following: <ul style="list-style-type: none">• Real estate• Oil and gas	<input checked="" type="checkbox"/>	Options on securities

	• Mortgages or other receivables/assets		
<input type="checkbox"/>	Warrants	<input type="checkbox"/>	Options on commodities
<input checked="" type="checkbox"/>	Corporate debt securities (other than commercial paper)	<input type="checkbox"/>	Options on futures
<input type="checkbox"/>	Commercial paper	<input type="checkbox"/>	Futures contracts (tangibles)
<input type="checkbox"/>	Certificates of deposit	<input type="checkbox"/>	Futures contracts (intangibles)
<input checked="" type="checkbox"/>	Municipal securities	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Variable life insurance	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Variable annuities	<input type="checkbox"/>	

Specialized Services

As designated below, we specialize in the following services. As applicable, a description of each such service is also included below.

- ☒ 1. Financial planning. Refer to our description below regarding our Financial Planning services.
☐ 2. Quantitative analysis.
☐ 3. Market timing services.
☐ 4. Other:

Our Services

Service:	<i>Recommendation of Other Investment Advisers and Use of Wrap Programs</i>
	<p><u>Recommendation of Other Investment Advisers</u></p> <p><i>Sub-Advisers</i></p> <p>Under this service, we may select other investment advisers (“Sub-Advisers”) on a sub-advisory basis to provide the specific investment management services related to your assets. Our services in relation to the Sub-Advisers we may recommend generally will include assisting you in choosing investment objectives and asset allocation, setting restrictions or limitations on the management of the account, explaining portfolio strategies and transactions, and answering any of your questions. We will monitor such Sub-Advisers’ performance with respect their management of your assets. A description of the specific services and fees available from each Sub-Adviser can be found in such the specific Sub-Adviser’s current disclosure document(s) (i.e. Form ADV, Part 2A and/or Appendix 1 of Part 2A).</p> <p><i>Other Investment Advisers</i></p> <p>Alternatively, without specifically selecting other investment advisers to provide the specific investment management services related to your assets, we may simply recommend other investment advisers that would provide such services (not on a sub-advisory basis). Our services in relation to the other investment advisers we may recommend generally will include assisting you in choosing investment objectives and asset allocation, setting restrictions or limitations on the management of the account, explaining portfolio strategies and transactions, and answering any of your questions.</p>
Service description:	<p>We will retain the authority to engage or terminate each such Sub-Adviser. Any decision to engage or terminate a particular Sub-Adviser will be based upon continued suitability and performance of the Sub-Adviser in relation to its management of your assets.</p>

We will monitor such outside investment advisers' performance with respect their management of your assets.

We will NOT retain the authority to engage or terminate such other investment advisers. At all times, you will retain the authority to engage or terminate such other investment advisers that we may recommend.

A description of the specific services and fees available from each Sub-Adviser or other investment adviser can be found in such adviser's current disclosure document(s) (i.e. Form ADV, Part 2A and/or Appendix 1 of Part 2A).

On occasion, we may recommend certain wrap programs to you. Our involvement with wrap programs is addressed below in the "Wrap Program" section.

Wrap Program

A "wrap fee program" is a program that offers participants a suite of services such as asset allocation; portfolio management; trade execution; and certain administrative activities, all for a single fee – typically an annual, asset-based fee. A wrap fee program is designed to assist clients in obtaining professional asset management, brokerage, custodial, and administrative services for a convenient, "wrapped" fee.

There are several main roles that can be served in relation to a wrap program.

Lead Sponsor – The lead sponsor is the investment adviser firm that principally organizes the wrap program and determines which program managers will be made available in the wrap program; which broker-dealers and/or custodians will be used in the wrap program; as well as the overall fee structure for the wrap program. The lead sponsor would also generally coordinate the engagement of other investment advisers (referring parties, or solicitors) who may refer clients of their own to participate in the wrap program. The lead sponsor in some cases may and in some cases may not provide the hands on management of a wrap client's assets within the wrap program. In some cases, the lead sponsor may be responsible for selecting the specific program manager that will be responsible for providing the hands on management of a client's assets within the wrap program.

Solicitor – A solicitor generally does not serve as the lead sponsor and does not serve as a program manager within the wrap program. The solicitor simply recommends that its clients participate in the wrap program and in some cases, the solicitor may recommend one or more program managers made available within the wrap program. In certain circumstances, a solicitor may also be considered a sponsor but generally not the lead sponsor.

Program Manager – The program manager(s) are generally investment adviser firms that are responsible for the hands on management of a client's assets within the wrap program. The program managers generally are selected by the lead sponsor as investment advisers available within the wrap program.

In relation to wrap programs, we may participate in any of the following manners.

☒ **Solicitor**

- Selection (on a discretionary basis) of Sub-Advisers to provide the specific investment management services related to your assets.
- Recommendation (not discretionary selection) of a wrap program(s) sponsored by another party.
- Recommendation (not discretionary selection) of specific program managers

	<p>within a wrap program.</p> <ul style="list-style-type: none"> • Provide ongoing monitoring of the activities and performance of program managers recommended or selected to manage your wrap program assets. <p><input checked="" type="checkbox"/> Program Manager</p> <ul style="list-style-type: none"> • Provide the hands on management (non-discretionary) of a wrap client's program assets. We will provide periodic investment recommendations to you and if such recommendations are approved/authorized, we will ensure that the authorized recommendations are carried out for you. <p>We will offer a wrap fee brochure or other appropriate disclosure document to any advisory clients who are recommended to participate in a wrap program; whether ours or another investment adviser's wrap program. The wrap fee brochure provides wrap program participants with important information about the wrap fee program itself. We will also provide a copy of current wrap brochure and/or other disclosure document for the specific investment manager(s) selected to manage a client's assets in a wrap program. A wrap program participant should consider all of the information within the wrap fee brochure and the selected investment manager's disclosure document(s) before participating in a wrap fee program. We receive a portion of the wrap fees paid by you.</p>																						
Use of discretion:	<p>In connection with the services described above, we may retain the authority to engage or terminate any Sub-Adviser we may select for you. Any decision to engage or terminate a particular Sub-Adviser will be based upon continued suitability and performance of the Sub-Adviser in relation to its management of your assets. We do not possess or exercise investment discretion in connection with the underlying assets managed by any Sub-Adviser or other outside investment adviser.</p>																						
Service fees:	<p>For the service described above, we will typically charge an asset-based fee. Our standard fee schedule is as follows.</p> <table border="1"> <thead> <tr> <th colspan="2">BARR's Asset-Based Fee Schedule</th></tr> <tr> <th>Account(s)/Portfolio Value</th><th>Annual Percentage</th></tr> </thead> <tbody> <tr> <td>\$0 – 249,999</td><td>1.50%</td></tr> <tr> <td>\$250,000 - \$499,999</td><td>1.25%</td></tr> <tr> <td>\$500,000 - \$999,999</td><td>1.00%</td></tr> <tr> <td>\$1,000,000 - \$2,499,999</td><td>0.90%</td></tr> <tr> <td>\$2,500,000 - \$4,999,999</td><td>0.70%</td></tr> <tr> <td>\$5,000,000 and over</td><td>0.60%</td></tr> <tr> <td colspan="2">Other fee/account maintenance conditions...</td></tr> <tr> <td>Minimum account/portfolio balance (initial):</td><td>None imposed by BARR, however, certain Sub-Advisers or other investment advisers used to manage your assets may impose a minimum account balance. Refer to the other adviser's Part 2A and/or Appendix 1 of Part 2A.</td></tr> <tr> <td>Minimum account/portfolio balance (ongoing):</td><td>None imposed by BARR, however, certain Sub-Advisers or other investment advisers used to manage your assets may impose a minimum, ongoing account balance. Refer to the other adviser's Part 2A and/or</td></tr> </tbody> </table>	BARR's Asset-Based Fee Schedule		Account(s)/Portfolio Value	Annual Percentage	\$0 – 249,999	1.50%	\$250,000 - \$499,999	1.25%	\$500,000 - \$999,999	1.00%	\$1,000,000 - \$2,499,999	0.90%	\$2,500,000 - \$4,999,999	0.70%	\$5,000,000 and over	0.60%	Other fee/account maintenance conditions...		Minimum account/portfolio balance (initial):	None imposed by BARR, however, certain Sub-Advisers or other investment advisers used to manage your assets may impose a minimum account balance. Refer to the other adviser's Part 2A and/or Appendix 1 of Part 2A.	Minimum account/portfolio balance (ongoing):	None imposed by BARR, however, certain Sub-Advisers or other investment advisers used to manage your assets may impose a minimum, ongoing account balance. Refer to the other adviser's Part 2A and/or
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Minimum account/portfolio balance (initial):	None imposed by BARR, however, certain Sub-Advisers or other investment advisers used to manage your assets may impose a minimum account balance. Refer to the other adviser's Part 2A and/or Appendix 1 of Part 2A.																						
Minimum account/portfolio balance (ongoing):	None imposed by BARR, however, certain Sub-Advisers or other investment advisers used to manage your assets may impose a minimum, ongoing account balance. Refer to the other adviser's Part 2A and/or																						

		Appendix 1 of Part 2A.
	Minimum annual fee:	None imposed by BARR, however, certain Sub-Advisers or other investment advisers used to manage your assets may impose a minimum fee. Refer to the other adviser's Part 2A and/or Appendix 1 of Part 2A.
	<p>The fee schedule above is BARR's fee schedule. Sub-Advisers or other investment advisers recommended or selected by us generally charge their own advisory fees for managing client assets. Such fees are generally based on a percentage of the assets under management. Our fees are subject to negotiation, however, any other adviser's fees may not be negotiable. Our fees are separate and distinct from those other advisers' fees and our fees will not increase the overall fees charged by Sub-Advisers or other investment advisers who are actively managing your assets. Additional details related to fees charged by Sub-Advisers or other investment advisers will be explained in any such adviser's disclosure document(s). Your specific fee arrangements will be set forth in your advisory agreement ("Agreement") with us.</p>	
	<p><i>Referral Fees</i></p> <p>Fees related to our services described in this section may be considered "referral" fees since we will be referring our clients to certain outside investment advisers.</p>	
Other fees:	<p>In addition to our service fees, you may be assessed other fees by parties independent from us. You may also incur, relative to certain investment products (such as mutual funds), charges imposed directly at the investment product level (i.e. advisory fees, administrative fees, and other fund expenses.) Brokerage fees/commissions charged to you for securities trade executions may be billed to you by the broker-dealer or custodian of record for your account, not us. Any such fees are exclusive of, and in addition to our compensation. You will be solely and directly responsible for all fees, including fees other than those we may bill directly to you.</p> <p>Refer to Item V.(E) and Item 12 for additional information regarding other fees such as sales compensation, brokerage fees, custodial fees, etc.</p>	
Fee frequency/timing/ collection:	<p>For the service described above, the frequency and timing of our fee collection process occurs as follows: <input checked="" type="checkbox"/> quarterly, <input checked="" type="checkbox"/> monthly, <input checked="" type="checkbox"/> in advance, or <input checked="" type="checkbox"/> in arrears. Additionally, we receive our service fees by the following method(s):</p> <p><input checked="" type="checkbox"/> automatic fee deduction via the custodian <input checked="" type="checkbox"/> via the other investment adviser(s) managing your assets</p> <p><i>Billing Via Custodian.</i></p> <p>Contemporaneously with the execution of the Agreement, you will be asked to sign an authorization that will allow the custodian of any of your account(s) to debit the account(s) the amount of our service fees and remit the fee to us. The authorization will remain valid unless and until we receive a written revocation of such authorization from you. In connection with this fee deduction process, the custodian will send you a statement, at least quarterly, indicating:</p> <ul style="list-style-type: none"> • all amounts disbursed from the account, and • the amount of advisory fees paid directly to us. <p><i>Use of Sub-Advisers or Other Investment Advisers:</i></p>	

	<p>If another investment adviser is managing your assets, we will not bill or invoice you directly for our fees related to the recommendation or selection of other investment advisers. The fees charged by other investment advisers are assessed by such parties. Such fees may be charged in advance or in arrears; monthly, quarterly, or annually. Further, fees may be collected via the custodian or by way of direct billing by such investment adviser. Regardless of the other investment adviser's billing practices, our compensation will be received from the other investment adviser in accordance with the normal and customary billing practices as outlined in that outside investment adviser's disclosure document(s).</p> <p>For more details, please refer to the Sub-Adviser's or other investment adviser's current disclosure document(s) (i.e. Form ADV, Part 2A and/or Appendix 1 of Part 2A). Your specific fee arrangements will be set forth in your Agreement with us.</p>
Advanced billing and refunds:	<p>As described above, our advisory fees may be charged in advance. Fees paid in advance will be considered earned and non-refundable to you up to the effective termination of the Agreement as the termination process is described in the Agreement. Upon receipt of a proper notice of termination ("Termination Notice") as described in the Agreement, we will calculate a prorata refund of any fees not yet earned by us after the effective termination date of the Agreement. The prorata refund will equal the total number of calendar days remaining in the billing period after the date of the termination of the Agreement to the end of that billing period divided by the total number of calendar days in that billing period. The result of that calculation will be multiplied by the total fee already paid for that billing period. The result of that calculation will represent the refund owed to you. Refunds of advance payments owed back to you shall be paid as soon as reasonably possible but not sooner than ten (10) business days after our receipt of a proper Termination Notice.</p> <p><i>Use of other Investment Advisers:</i></p> <p>If another investment adviser(s) is used to manage your assets, any available refund process for fees that may be collected in advance will be dictated by such other investment adviser's disclosure document(s) and/or service agreement(s) with you.</p> <p>For more details, please refer to the Sub-Adviser's or other investment adviser's current disclosure document(s) (i.e. Form ADV, Part 2A and/or Appendix 1 of Part 2A). Your specific fee arrangements will be set forth in your Agreement with us.</p>

Service:	<i>Financial Planning</i>
Service description:	<p>BARR offers financial plans that encompass topics such as cash management, investment management, insurance and estate planning.</p> <p>Financial planning information will be obtained through personal interviews with you concerning your current financial status, future goals and attitudes towards risk. Related documents supplied by you are reviewed, along with other data we may gather from you. A written report may be issued.</p> <p>A conflict of interest may exist between your interests and the interests of BARR. You are under no obligation to act on BARR's recommendation. If you elect to act on any of the recommendations, you are under no obligation to effect the transactions through an</p>

	associated person of BARR regardless of whether such person is a registered representative with Triad Advisors, Inc., a licensed broker dealer.
Use of discretion:	We do not possess or exercise investment discretion in connection with this service offering.
Service fees:	<p>For the service described above, we may charge fees in the following manner:</p> <p><input checked="" type="checkbox"/> Non-annual, flat/fixed fee. Our non-annual, flat/fixed fees for our financial planning services range from \$350 to \$3,500.</p> <p><input checked="" type="checkbox"/> Hourly fees. Our hourly fee rate for our financial planning services is \$220 (minimum of two hours) unless agreed to otherwise between BARR and you.</p> <p>The specific fee for this service will be quoted prior to the financial planning agreement being executed and will be determined according to the complexity of the plan as well as the extent of service you may desire. An estimated fee will be given upon financial plan agreement execution. All fees are negotiable at our sole discretion. Specific fee arrangements will be set forth in your financial planning agreement.</p>
Other fees:	<p>In addition to our service fees, you may be assessed other fees by parties independent from us. You may also incur, relative to certain investment products (such as mutual funds), charges imposed directly at the investment product level (i.e. advisory fees, administrative fees, and other fund expenses.) Brokerage fees/commissions charged to you for securities trade executions may be billed to you by the broker-dealer or custodian of record for your account, not us. Any such fees are exclusive of, and in addition to our compensation. You will be solely and directly responsible for all fees, including fees other than those we may bill directly to you.</p> <p>Refer to Item V.(E) and Item 12 for additional information regarding other fees such as sales compensation, brokerage fees, custodial fees, etc.</p>
Fee collection:	<p>For the service described above, we receive our service fees by the following method(s):</p> <p><input checked="" type="checkbox"/> direct invoice to you</p> <p>You will be invoiced by the fifth business day of the month subsequent to the most recently ended billing period. Payments are due on or by the final business day of the month in which the invoice is generated. Specific fee arrangements will be set forth in your financial planning agreement with us.</p>
Fee frequency/timing:	<p>For the service described above, the frequency and timing of our fee collection process occurs as follows: <input type="checkbox"/> quarterly, <input checked="" type="checkbox"/> monthly, <input type="checkbox"/> in advance, <input type="checkbox"/> in arrears, or <input checked="" type="checkbox"/> a portion in advance (maximum of \$500) and a portion in arrears. Specific fee arrangements will be set forth in your financial planning agreement with us.</p>
Advanced billing and refunds:	<p>As described above, our advisory fees may be charged in advance. Fees paid in advance will be considered earned and non-refundable to you up to the effective termination of the financial planning agreement as the termination process is described in the financial planning agreement. Upon receipt of a proper notice of termination ("Termination Notice") as described in the financial planning agreement, we will calculate a prorata refund of any fees not yet earned by us after the effective termination date of the financial planning agreement. The prorata refund will equal the total number of calendar days remaining in the billing period after the date of the termination of the financial planning agreement to the end of that billing period divided by the total number of calendar days in that billing period. The result of that calculation will be</p>

	<p>multiplied by the total fee already paid for that billing period. The result of that calculation will represent the refund owed to you. Refunds of advance payments owed back to you shall be paid as soon as reasonably possible but not sooner than ten (10) business days after our receipt of a proper Termination Notice.</p> <p>Specific fee arrangements will be set forth in your financial planning agreement with us.</p>
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Service:	<i>Individual Consultations</i>
Service description:	<p>We also provide non-discretionary advisory or consulting services not involving the services other described herein but still pertaining to investments or investment-related matters. As part of these services, may or may not provide any written documentation or other work product. Such services may include, but would not be limited to, the following:</p> <ul style="list-style-type: none"> • One-time or periodic analysis of investment accounts/portfolios; • Telephonic, electronic, or in-person consultations/communications regarding investments or investment-related matters; • Serving as an expert witness in judicial or arbitration proceedings; • Conferring with other professionals or service providers (i.e. accountants, CPAs, attorneys, etc.) regarding investments or investment-related matters on your behalf; • Other service as may be specifically requested. <p>If you wish to engage us for some type of service not specifically mentioned or referred to in the services noted above, you may provide us with guidance as to the scope of the engagement. Regardless of the services ultimately requested, the specific services and corresponding fees will be set forth in some form of written agreement (“Agreement”).</p>
Use of discretion:	We do not possess or exercise investment discretion in connection with this service offering.
Service fees:	<p>For the service described above, we may charge fees in the following manner:</p> <p><input checked="" type="checkbox"/> Non-annual, flat/fixed fee. Our non-annual, flat/fixed fees range from \$150 to \$1,000.</p> <p><input checked="" type="checkbox"/> Hourly fees. Our hourly fee rate is \$220 (minimum of two hours) unless agreed to otherwise between BARR and you.</p> <p>All fees are negotiable at our sole discretion. Specific fee arrangements will be set forth in your Agreement with us.</p>
Other fees:	<p>In addition to our service fees, you may be assessed other fees by parties (i.e. your attorney, CPA, etc.) independent from us. You may also incur, relative to certain investment products (such as mutual funds), charges imposed directly at the investment product level (i.e. advisory fees, administrative fees, and other fund expenses.) Brokerage fees/commissions charged to you for securities trade executions may be billed to you by the broker-dealer or custodian of record for your account, not us. Any such fees are exclusive of, and in addition to our compensation. You will be solely and directly responsible for all fees, including fees other than those we may bill directly to you.</p>

	Refer to Item V.(E) and Item 12 for additional information regarding other fees such as sales compensation, brokerage fees, custodial fees, etc.
Fee collection:	<p>For the service described above, we receive our service fees by the following method(s):</p> <p><input checked="" type="checkbox"/> direct invoice to you</p> <p>You will be invoiced by the fifth business day of the month subsequent to the most recently ended billing period. Payments are due on or by the final business day of the month in which the invoice is generated. Specific fee arrangements will be set forth in your Agreement with us.</p>
Fee frequency/timing:	<p>For the service described above, the frequency and timing of our fee collection process occurs as follows: <input type="checkbox"/> quarterly, <input checked="" type="checkbox"/> monthly, <input type="checkbox"/> in advance, <input type="checkbox"/> in arrears, or <input checked="" type="checkbox"/> a portion in advance (maximum of \$500) and a portion in arrears. Specific fee arrangements will be set forth in your Agreement with us.</p>
Advanced billing and refunds:	<p>As described above, our advisory fees may be charged in advance. Fees paid in advance will be considered earned and non-refundable to you up to the effective termination of the Agreement as the termination process is described in the Agreement. Upon receipt of a proper notice of termination ("Termination Notice") as described in the Agreement, we will calculate a prorata refund of any fees not yet earned by us after the effective termination date of the Agreement. The prorata refund will equal the total number of calendar days remaining in the billing period after the date of the termination of the Agreement to the end of that billing period divided by the total number of calendar days in that billing period. The result of that calculation will be multiplied by the total fee already paid for that billing period. The result of that calculation will represent the refund owed to you. Refunds of advance payments owed back to you shall be paid as soon as reasonably possible but not sooner than ten (10) business days after our receipt of a proper Termination Notice.</p> <p>Specific fee arrangements will be set forth in your Agreement with us.</p>

Service:	<i>Educational Classes</i>
Service description:	<p>BARR conducts educational classes involving several topical areas of the financial industry through Emerald Publication. There are two types of educational classes provided by BARR:</p> <ul style="list-style-type: none"> • Complete Financial Management Workshop • Business Management Workshop
Use of discretion:	We do not possess or exercise investment discretion in connection with this service offering.
Service fees:	The fee for educational classes we conduct is generally \$50 to \$100 per attendee, payable up front. All fees are negotiable at our sole discretion.
Other fees:	Outside of our service fees, there generally are no other fees a class attendee should expect to experience in connection with the class.

Fee collection:	We collect all class attendance fees in advance of the class.
Advanced billing and refunds:	As described above, our class attendance fees may be charged in advance. Refunds for class attendance fees will only be granted if you request a refund at least ten (10) calendar days prior to the date of the class for which you have provided advance payment. A twenty five (25) percent penalty will be assessed for all refund requests received prior to the ten-day refund request deadline. All refund requests received within the ten (10) day period prior to the class date will be subject to higher refund penalties or no refund at all.

Service:	<i>Business Planning</i>
Service description:	Our business planning services are fundamentally the same as our financial planning services for our individual clients. In other words, the business planning services that we provide to our corporate/business clients are largely the same as those we provide to individual clients as part of our financial planning services described above in section IV.(B).(3). As part of our business planning services, we may address or provide advice in relation to a business or corporate client's financial ratios, buy/sell agreements, key man risk; key man insurance, succession planning, etc.
Use of discretion:	We do not possess or exercise investment discretion in connection with this service offering.
Service fees:	<p>For the service described above, we may charge fees in the following manner:</p> <p><input checked="" type="checkbox"/> Non-annual, flat/fixed fee. Our non-annual, flat/fixed fees range from \$ 150 to \$1,000.</p> <p><input checked="" type="checkbox"/> Hourly fees. Our hourly fee rate is \$220 (minimum of two hours) unless agreed to otherwise between BARR and you.</p> <p>All fees are negotiable at our sole discretion. Specific fee arrangements will be set forth in your Agreement with us.</p>
Other fees:	<p>In addition to our service fees, you may be assessed other fees by parties independent from us. You may also incur, relative to certain investment products (such as mutual funds), charges imposed directly at the investment product level (i.e. advisory fees, administrative fees, and other fund expenses.) Brokerage fees/commissions charged to you for securities trade executions may be billed to you by the broker-dealer or custodian of record for your account, not us. Any such fees are exclusive of, and in addition to our compensation. You will be solely and directly responsible for all fees, including fees other than those we may bill directly to you.</p> <p>Refer to Item V.(E) and Item 12 for additional information regarding other fees such as sales compensation, brokerage fees, custodial fees, etc.</p>
Fee collection:	<p>For the service described above, we receive our service fees by the following method(s):</p> <p><input checked="" type="checkbox"/> direct invoice to you</p> <p>You will be invoiced by the fifth business day of the month subsequent to the most recently ended billing period. Payments are due on or by the final business day of the</p>

	month in which the invoice is generated. Specific fee arrangements will be set forth in your Agreement with us.
Fee frequency/timing:	<p>For the service described above, the frequency and timing of our fee collection process occurs as follows: <input type="checkbox"/> quarterly, <input checked="" type="checkbox"/> monthly, <input type="checkbox"/> in advance, <input type="checkbox"/> in arrears, or <input checked="" type="checkbox"/> a portion in advance (maximum of \$500) and a portion in arrears.</p> <p>Specific fee arrangements will be set forth in your Agreement with us.</p>
Advanced billing and refunds:	<p>As described above, our advisory fees may be charged in advance. Fees paid in advance will be considered earned and non-refundable to you up to the effective termination of the Agreement as the termination process is described in the Agreement. Upon receipt of a proper notice of termination ("Termination Notice") as described in the Agreement, we will calculate a prorata refund of any fees not yet earned by us after the effective termination date of the Agreement. The prorata refund will equal the total number of calendar days remaining in the billing period after the date of the termination of the Agreement to the end of that billing period divided by the total number of calendar days in that billing period. The result of that calculation will be multiplied by the total fee already paid for that billing period. The result of that calculation will represent the refund owed to you. Refunds of advance payments owed back to you shall be paid as soon as reasonably possible but not sooner than ten (10) business days after our receipt of a proper Termination Notice.</p> <p>Specific fee arrangements will be set forth in your Agreement with us.</p>

Service:	<i>Non-Securities Related Advisory Services</i>
Service description:	<p>On more than an occasional basis, individuals associated with BARR may furnish advice in relation to matters not involving securities. Such matters may involve issues related to low income housing.</p> <p>Depending upon the particular service engagement, we may or may not produce any written documentation that supports recommendations or conclusions reached as a result of carrying out these services. If you wish to engage us for some type of service not specifically mentioned or referred to in the services noted above, you may provide us with guidance as to the scope of the engagement. Regardless of the services ultimately requested, the specific services and corresponding fees will be set forth in your Agreement.</p>
Use of discretion:	We do not possess or exercise investment discretion in connection with this service offering.
Service fees:	<p>For the service described above, we may charge fees in the following manner:</p> <p><input checked="" type="checkbox"/> Non-annual, flat/fixed fee. Our non-annual, flat/fixed fees range from \$150 to \$1,000.</p> <p><input checked="" type="checkbox"/> Hourly fees. Our hourly fee rate is \$220 (minimum of two hours) unless agreed to otherwise between BARR and you.</p> <p>All fees are negotiable at our sole discretion. Specific fee arrangements will be set forth in your Agreement with us.</p>

Other fees:	<p>In addition to our service fees, you may be assessed other fees by parties independent from us. Any such fees are exclusive of, and in addition to our compensation. You will be solely and directly responsible for all fees, including fees other than those we may bill directly to you.</p> <p>Refer to Item V.(E) and Item 12 for additional information regarding other fees such as sales compensation, brokerage fees, custodial fees, etc.</p>
Fee collection:	<p>For the service described above, we receive our service fees by the following method(s):</p> <p><input checked="" type="checkbox"/> direct invoice to you</p> <p>You will be invoiced by the fifth business day of the month subsequent to the most recently ended billing period. Payments are due on or by the final business day of the month in which the invoice is generated. Specific fee arrangements will be set forth in your Agreement with us.</p>
Fee frequency/timing:	<p>For the service described above, the frequency and timing of our fee collection process occurs as follows: <input type="checkbox"/> quarterly, <input checked="" type="checkbox"/> monthly, <input type="checkbox"/> in advance, <input type="checkbox"/> in arrears, or <input checked="" type="checkbox"/> a portion in advance (maximum of \$500) and a portion in arrears. Specific fee arrangements will be set forth in your Agreement with us.</p>
Advanced billing and refunds:	<p>As described above, our advisory fees may be charged in advance. Fees paid in advance will be considered earned and non-refundable to you up to the effective termination of the financial planning agreement as the termination process is described in the financial planning agreement. Upon receipt of a proper notice of termination (“Termination Notice”) as described in the financial planning agreement, we will calculate a prorata refund of any fees not yet earned by us after the effective termination date of the financial planning agreement. The prorata refund will equal the total number of calendar days remaining in the billing period after the date of the termination of the financial planning agreement to the end of that billing period divided by the total number of calendar days in that billing period. The result of that calculation will be multiplied by the total fee already paid for that billing period. The result of that calculation will represent the refund owed to you. Refunds of advance payments owed back to you shall be paid as soon as reasonably possible but not sooner than ten (10) business days after our receipt of a proper Termination Notice.</p> <p>Specific fee arrangements will be set forth in your Agreement with us.</p>

IV.(C). Customization of Advisory Services

To the fullest extent possible, we will endeavor to tailor our advisory services to meet the specific needs of each and every client. In order to determine a suitable course of action for an individual client, we will perform a review of our clients’ financial circumstances and other factors that may influence the investment recommendations we may make to you from time to time. Such review may include, but would not necessarily be limited to, investment objectives, consideration of a client’s overall financial condition, income and tax status, personal and business assets, risk profile, and other factors unique to a client’s particular circumstances.

In making investment recommendations on behalf of a client, we will rely on a data gathering document or other questionnaire, which would be completed based on information provided by a client.

Our clients are free to impose any restrictions or other conditions with regard to how we provide our advisory services. If we agree to such restrictions and/or conditions, please be advised that restrictions and guidelines that

you impose on our investment management functions may affect the composition and performance of custom portfolios (as a result, performance of custom portfolios within the same investment objective may differ and you should not expect that the performance of a custom portfolio will be identical to any other individual's portfolio performance) as well as any recommendations provided to you.

IV.(D). Wrap Fee Program Participation

Refer to item IV.(B). above for details as to our participation/involvement with wrap programs.

IV. (E). Assets Under Management ("AUM")

AUM (discretionary):	\$ 0
AUM (non-discretionary):	\$58,700,000
Total AUM ¹ :	\$58,700,000
Date of AUM calculation:	December 31, 2010

The term, "assets under management" shall carry the same meaning as that term is defined by Form ADV. The figures above have been rounded to the nearest \$100,000.

V. Fees and Compensation

V.(A). BARR Advisory Fees

Refer above to Item IV.(B).

V.(B). Fee Collection Process

Refer above to Item IV.(B).

V.(C). Other Fee/Expenses.

Refer above to Item IV.(B).

V.(D). Fees Charged in Advance

Refer above to Item IV.(B).

V.(E). Additional Compensation

Item V.(E) requires us to address situations in which we or any of our supervised persons accepts compensation for the sale of securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds. Certain individuals who are associated with us, if properly registered and licensed to do so, may also receive compensation (i.e. commissions) related to the sale of securities or other investment products. Transaction-based compensation ("Additional Compensation") such as this is separate and distinct from the other fees we may receive in connection with our investment advisory services as described above in Item IV.(B).

V.(E).(1). Conflicts of Interest

The instructions in the Form ADV require us to tell you that the receipt or potential for the receipt of Additional Compensation gives our supervised persons an incentive to recommend investment products based on the Additional

¹ Rounded to the nearest \$100,000.

Compensation received, rather than on your specific needs. Although we are obligated to tell you this, our objective as a firm, which is shared by our supervised persons, is to place nothing before your best interests.

How we address these conflicts. First and foremost, we address the conflicts described above in relation to Additional Compensation by disclosing them to you in this Brochure as well as your representative's Brochure Supplement. As a matter of general policy, we aggressively discourage activities that put your interests anywhere but first. Additionally, we have instituted a comprehensive supervisory process, detailed in our Written Supervisory Procedures ("WSPs") that was designed to address, among other things, conflicts of interest such as Additional Compensation. In addition, we have designated a Chief Compliance Officer, as set forth on Schedule A of our Form ADV, to be the party responsible for the overall application and oversight of our supervisory process and our WSPs. Our Chief Compliance Officer has the authority to delegate certain supervisory responsibilities to other supervised persons within our firm in order to ensure that our overall system of supervision is being carried out adequately and in a timely manner.

The potential conflict of interest resulting from the Additional Compensation described above is commonplace in the investment industry and we believe that such arrangements are not only appropriate but that they are proper in light of the added examination, licensing, registration, and other regulatory oversight that also takes place in the brokerage area of the investment industry. Our supervised persons have satisfied various regulatory examination and registration requirements that allow not only for the offering of the types of products and services described in the information related to the Additional Compensation described above but also the receipt of the normal and customary compensation that any similarly registered, licensed, and qualified person could receive in the form of sales compensation for those same products/services.

Bear in mind that even if our supervised persons were not registered/licensed to sell the types of products/services addressed in the preceding section, the majority of your investments or transactions involving such products would still result in you paying some sort of commission for those products. In the case of our supervised persons, their active registration/licensing may allow them to be able to receive such Additional Compensation as opposed to the executing financial institution keeping that compensation exclusively for itself.

Any Additional Compensation received by our supervised persons in connection with the products/services described in the preceding section is deemed routine and customary compensation for such activities and is not believed to be inappropriate.

Procedures for disclosing these conflicts. In an effort to inform you of these conflicts of interest, we have prepared this Brochure and have provided it to you, in part, for the purpose of disclosing these conflicts. You are always welcome to request a current copy of our Brochure. We are obligated to provide you a copy of this Brochure no later than the time you sign our Agreement and on an annual basis, we are required to provide you either (1) a copy of our current Brochure or (2) a set of instructions as to how you can request a copy of our current Brochure.

If we recommend mutual funds to our clients, we may often or occasionally recommend no-load funds.

V.(E).(2). Client-Directed Brokerage

You have the ability to purchase investment products that we recommend through any broker-dealer or other financial institution you choose. If you choose to use a firm other than the broker-dealer(s) we may normally recommend, we may not be able to properly monitor your assets and therefore we cannot be held responsible for the success or failure of any investment products or strategies that you implement at firms other than those we recommend. In other words, our services and responsibilities will not apply to transactions you effect on your own whether through firms you choose on your own or through any broker-dealer we may recommend.

V.(E).(3). Brokerage Compensation

We are not registered as a broker-dealer and thus, we do not receive transaction-based compensation for securities-related activities.

V.(E).(4). Advisory Fee Offset

In the event that we or our supervised persons receive compensation other than our advisory fees as described above in Item IV.(B), we will not adjust our advisory fees to offset those other fees.

VI. Performance-Based Fees and Side-By-Side Management

We do not charge performance-based fees.

VII. Types of Clients

We will generally provide our services to the following types of clients.

- Individuals
- High net worth individuals
- Trusts
- Estates
- Business or corporate entities
- Non-profits and other charitable organizations

Unless otherwise specified on a per client basis, we generally do not impose (1) a minimum asset/account balance upon engagement by a client or on an ongoing basis or (2) a minimum annual fee.

VIII. Methods of Analysis, Investment Strategies and Risk of Loss

VIII.(A). Methods of Analysis

In the course of our management process and as appropriate on a case by case basis, we will employ some or all of the following methods of analysis. For a description of the risks related to each particular method of analysis, see the information following each analysis method description.

Charting / Technical –

The terms “charting” and “technical” analysis are generally used synonymously and therefore, for the purpose of this document, we will use the term, “technical analysis.” In most cases, technical analysis involves the evaluation of historical market data such as price and volume of a particular security or investment instrument. Technical analysis often times involves the use of charts, graphs, and other tools to evaluate historical factors relating to the investment instrument and perhaps the market as a whole. The goal of technical analysis is to try to identify historical trading patterns that suggest future trading activity or price targets.

Key risk(s): Economic Risk, Financial Risk, Inflation Risk, Interest Rate Risk, Legal/Regulatory Risk, Market Risk, Operational Risk, and Strategy Risk.

Fundamental

Fundamental analysis is generally the considered the opposite approach to technical analysis. Fundamental analysis involves the attempt to identify the intrinsic value (i.e. the actual, true/real value) of an investment instrument by examining any related economic, financial, and other quantitative/qualitative factors relevant to that instrument. Fundamental analysis can take into account anything that may impact the underlying value of the instrument. Examples of such things may include large-scale economic issues such as the overall condition or current cycle of the economy, industry-specific or sector-specific conditions, etc. Other company/issuer-specific factors may also be

taken into consideration such as the company's/issuer's current financial condition, management experience and capabilities, legal/regulatory matters, the overall type and volume of current and expected business, etc.

One of the goals of fundamental analysis is to attempt to derive a value that can be compared to the current market price for a particular financial instrument in hopes of determining whether the instrument is overpriced (time to sell) or underpriced (time to buy).

Key risk(s): Economic Risk, Financial Risk, Inflation Risk, and Interest Rate Risk.

Investing in securities or other investment products involves the risk of loss and you should be prepared to bear such losses.

VIII.(A). (cont.) Investment Strategies

In the course of our management process and as appropriate on a case by case basis, we will employ any of the following investment strategies. For a description of the risks related to each particular investment strategy, see the information following each strategy description. The codes used below relate to risks described further below in this section.

Long-Term Purchases

Long-term purchases generally involve the acquisition of an investment instrument and holding it for a period of at least one year.

Key risk(s): Capital Risk, Economic Risk, Financial Risk, and Inflation Risk.

Short-Term Purchases

Short-term purchases generally involve the acquisition of an investment instrument and holding it for a period of not more than one year.

Key risk(s): Capital Risk, Economic Risk, Financial Risk, and Inflation Risk.

Margin Trading

Margin trading, or "trading on margin," as it is generally stated, involves the ability to purchase a dollar value of securities that is greater than the dollar value of funds you have available for the purchase. Essentially, trading on margin means that you can borrow additional funds, generally from the firm that holds your brokerage account, to purchase investment instruments that exceed the amount with which you have funded your account.

Key risk(s): Capital Risk, Credit Risk, Currency Risk, Higher Trading Costs, Inflation Risk, Legal/Regulatory Risk, and Margin Risk.

Investing in securities or other investment products involves the risk of loss and you should be prepared to bear such losses.

VIII.(B). Risk Disclosures

Capital Risk

Capital risk is one of the most basic, fundamental risks of investing; it is the risk that you may lose 100 percent of your money. All investments carry some form of risk and the loss of capital is generally a risk for any investment instrument.

Credit Risk

Credit risk can be a factor in situations where an investment's performance relies on a borrower's repayment of borrowed funds. With credit risk, an investor can experience a loss or unfavorable performance if a borrower does

not repay the borrowed funds as expected or required. Investment holdings that involve forms of indebtedness (i.e. borrowed funds) are subject to credit risk.

Currency Risk

Fluctuations in the value of the currency in which your investment is denominated may affect the value of your investment and thus, your investment may be worth more or less in the future. All currency is subject to swings in valuation and thus, regardless of the currency denomination of any particular investment you own, currency risk is a realistic risk measure. That said, currency risk is generally a much larger factor for investment instruments denominated in currencies other than the most widely used currencies (U.S. dollar, British pound, Euro, Japanese yen, etc.).

Economic Risk

The prevailing economic environment is important to the health of all businesses. Some companies, however, are more sensitive to changes in the domestic or global economy than others. These types of companies are often referred to as cyclical businesses. Countries in which a large portion of businesses are in cyclical industries are thus also very economically sensitive and carry a higher amount of economic risk. If an investment is issued by a party located in a country that experiences wide swings from an economic standpoint or in situations where certain elements of an investment instrument are hinged on dealings in such countries, the investment instrument will generally be subject to a higher level of economic risk.

Financial Risk

Financial risk is represented by internal disruptions within an investment or the issuer of an investment that can lead to unfavorable performance of the investment. Examples of financial risk can be found in cases like Enron or many of the dot com companies that were caught up in a period of extraordinary market valuations that were not based on solid financial footings of the companies.

Higher Trading Costs

For any investment instrument or strategy that involves active or frequent trading, you may experience larger than usual transaction-related costs. Higher transaction-related costs can negatively affect overall investment performance.

Inflation Risk

Inflation risk involves the concern that in the future, your investment or proceeds from your investment will not be worth what they are today. Throughout time, the prices of resources and end-user products generally increase and thus, the same general goods and products today will likely be more expensive in the future. The longer an investment is held, the greater the chance that the proceeds from that investment will be worth less in the future than what they are today. Said another way, a dollar tomorrow will likely get you less than what it can today.

Interest Rate Risk

Certain investments involve the payment of a fixed or variable rate of interest to the investment holder. Once an investor has acquired or has acquired the rights to an investment that pays a particular rate (fixed or variable) of interest, changes in overall interest rates in the market will affect the value of the interest-paying investment(s) they hold. In general, changes in prevailing interest rates in the market will have an inverse relationship to the value of existing, interest paying investments. In other words, as interest rates move up, the value of an instrument paying a particular rate (fixed or variable) of interest will go down. The reverse is generally true as well.

Legal/Regulatory Risk

Certain investments or the issuers of investments may be affected by changes in state or federal laws or in the prevailing regulatory framework under which the investment instrument or its issuer is regulated. Changes in the regulatory environment or tax laws can affect the performance of certain investments or issuers of those investments and thus, can have a negative impact on the overall performance of such investments.

Liquidity Risk

Certain assets may not be readily converted into cash or may have a very limited market in which they trade. Thus, you may experience the risk that your investment or assets within your investment may not be able to be liquidated quickly, thus, extending the period of time by which you may receive the proceeds from your investment. Liquidity

risk can also result in unfavorable pricing when exiting (i.e. not being able to quickly get out of an investment before the price drops significantly) a particular investment and therefore, can have a negative impact on investment returns.

Margin Risk

- You can lose more funds than you deposit in a margin account. A decline in value of securities that are purchased on margin may require you to provide additional funds to the custodian holding your margin account in order to avoid a forced sale of those securities or other securities in your account.
- The custodian holding your margin account can force the sale of securities in your margin account. If the equity in your account falls below the margin maintenance level required by law or below the custodian's "house" requirement, the custodian can sell the securities in your account to cover the margin deficiency. You will be responsible for any shortfall in the account after such sale.
- Securities can be sold without contacting you prior to sale. Some investors mistakenly believe they must be contacted before a margin call becomes valid and that securities in their accounts cannot be liquidated to meet the call unless they have been contacted ahead of time. Most firms will attempt to notify you of margin calls, however, they are not required to do so. Even if the custodian has contacted you to provide a specific date by which you can meet a margin call, the custodian can still take necessary steps to protect its financial interests, including immediately selling the securities without notice to you.
- You are not entitled to choose which securities in your margin account are liquidated or sold to meet your margin call. Because the securities are used as collateral for the margin loan, the custodian has the right to decide which securities to sell in order to protect its interests.
- The custodian can increase its "house" maintenance requirement at any time and is not required to provide you with advance, written notice. These changes in policy can take effect immediately and may result in the issuance of a margin maintenance call. Your failure to satisfy this call may cause a forced liquidation in your account.
- You are not entitled to an extension of time on a margin call. While an extension of time to meet margin requirements may be available to clients under certain conditions, a client does not have the right to the extension.

Market Risk

The market value of an investment will fluctuate as a result of the occurrence of the natural economic forces of supply and demand on that investment, its particular industry or sector, or the market as a whole. Market risk may affect a single issuer, industry or sector of the economy or may affect the market as a whole. Market risk can affect any investment instrument or the underlying assets or other instruments held by or traded within that investment instrument.

Operational Risk

Operational risk can be experienced when an issuer of an investment product is unable to carry out the business it has planned to execute. Operational risk can be experienced as a result of human failure, operational inefficiencies, system failures, or the failure of other processes critical to the business operations of the issuer or counter party to the investment.

Past Performance

Charting and technical analysis are often used interchangeably. Technical analysis generally attempts to forecast an investment's future potential by analyzing its past performance and other related statistics. In particular, technical analysis often times involves an evaluation of historical pricing and volume of a particular security for the purpose of forecasting where future price and volume figures may go. As with any investment analysis method, technical analysis runs the risk of not knowing the future and thus, investors should realize that even the most diligent and thorough technical analysis cannot predict or guarantee the future performance of any particular investment instrument or issuer thereof.

Strategy Risk

There is no guarantee that the investment strategies discussed herein will work under all market conditions and each investor should evaluate his/her ability to maintain any investment he/she is considering in light of his/her own investment time horizon. Investments are subject to risk, including possible loss of principal.

VIII.(C). Investment-Specific Risks

There is no single type of investment instrument that we predominantly recommend, however, please be mindful that all investments carry some form and degree of risk. Certain types of investments carry greater types and levels of risk than others and you should make sure that you fully understand not only the investment product itself but also the attendant risk factors associated with such products.

IX. Disciplinary Information

The purpose of this section is for us to disclose to you any legal, disciplinary, or other events that you may consider material in your evaluation of our firm or the integrity of our management. Following each of the numbered items below, we shall provide details as to each applicable matter or we will answer “No” or “N/A.” This information is presented in a question and answer format. The time period required to be covered by our answers in this section is ten years from the date of the events requiring disclosure.

IX.(A). Criminal or Civil Action

In any domestic, foreign, or military court of competent jurisdiction, has BARR or any of its management persons...		
Been convicted of, or pled guilty or nolo contendere (“no contest”) to (a) any felony; (b) a misdemeanor that involved investments or an investment-related business, fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, or extortion; or (c) a conspiracy to commit any of these offenses?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Been identified as the named subject of a pending criminal proceeding that involves an investment-related business, fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion, or a conspiracy to commit any of these offenses?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Been found to have been involved in a violation of an investment-related statute or regulation; or	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Been the subject of any order, judgment, or decree permanently or temporarily enjoining, or otherwise limiting, your firm or a management person from engaging in any investment-related activity, or from violating any investment-related statute, rule, or order?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

IX.(B). Administrative Proceedings

Has BARR or any of its management persons been the subject of an administrative proceeding before the SEC, any other federal regulatory agency, any state regulatory agency, or any foreign financial regulatory authority in which BARR or any of its management persons...		
Was found to have caused an investment-related business to lose its authorization to do business; or	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Was found to have been involved in a violation of an investment-related statute or regulation and was the subject of an order by the agency or authority...		
denying, suspending, or revoking the authorization of BARR or one of its management persons to act in an investment-related business;	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
barring or suspending BARR or one of its management person's association with an investment-related business;	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
otherwise significantly limiting BARR or one of its management person's investment-related activities; or	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

imposing a civil money penalty of more than \$2,500 on BARR or one of its management persons?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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IX.(C). SRO Proceedings

Has BARR or any of its management persons been involved in a SRO proceeding in which BARR or any of its management persons ...		
Was found to have caused an investment-related business to lose its authorization to do business; or	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Was found to have been involved in a violation of the SRO's rules and was: (i) barred or suspended from membership or from association with other members, or was expelled from membership; (ii) otherwise significantly limited from investment-related activities; or (iii) fined more than \$2,500?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

X. Other Financial Industry Activities and Affiliations

The following information will address any active or pending financial industry affiliations that you need to know about for the purpose of identifying any related conflicts of interest that you might consider material in regard to letting us handle your investment advisory needs.

X.(A). Broker-Dealers

Neither BARR nor any of its management persons is registered as a broker-dealer nor do either parties have an application pending or otherwise in process for the purpose of seeking registration as a broker-dealer. Further, none of our management persons are registered as or currently seeking registration as a registered representative of a broker-dealer.

X.(B). Futures Commission Merchants, Introducing Brokers, Commodity Trading Advisors, Commodity Pool Operators

Neither BARR nor any of its management persons is registered as a futures commission merchant, an introducing broker, a commodity trading adviser, or a commodity pool operator, nor do either parties have an application pending or otherwise in process for the purpose of seeking registration as any of these types of firms. Further, none of our management persons are registered as or currently seeking registration as associated persons of any of these types of firms.

X.(C). Related Persons

The following information will address any relationship or arrangement that is material to our advisory business or our clients that we or any of our management persons have with any of our related persons. In any such case, the related person is identified below and we have also addressed the nature of any conflict(s) arising out of this relationship/arrangement and how we address such conflict(s). No such relationships exist.

X.D Use of Other Investment Advisers

From time to time, we may recommend or select other investment advisers for you and in return, we will receive compensation (i.e. solicitor/referral fees) from those other investment advisers. In these cases, we will generally enter into a formal, written agreement (i.e. a solicitor agreement) with such other investment advisers. These sorts of arrangements are often times referred to as "solicitor arrangements" and under such arrangements, we would be serving the role of solicitor for the other investment adviser.

As a result of these such arrangements, we may be incentivized to recommend only the investment advisers from whom we receive solicitor/referral fees as opposed to another investment adviser from whom we do not receive such fees. We continually monitor other investment advisers that we might recommend under a solicitor arrangement in the event that such investment advisers are not meeting the standards that we believe meet your needs, we will seek other investment advisers that may be a better fit for your specific management needs. Additional details about any such arrangement can be found in the applicable solicitor disclosure document that we are obligated to provide to each of our clients that we may refer to any other investment adviser under one of these solicitor arrangements. You are always welcome to request a copy of our current solicitor disclosure document for any investment adviser that we may have recommended or selected for you.

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

XI.A Code of Ethics

We take great pride in our commitment to serving our clients' needs and the integrity with which we conduct our business. In our recent history, the financial services industry has come under significant scrutiny, especially in the area of the inherent responsibility of financial professionals to behave in the best interests of their clients.

We have developed a Code of Ethics ("Code") as a means of memorializing our vision of appropriate and professional conduct in carrying out the business of providing investment advisory services. Our Code addresses issues such as the following:

- Standards of conduct and compliance with applicable laws, rules, and regulations
- Protection of material non-public information
- The addressing of conflicts of interest
- Employee disclosure and reporting of personal securities holdings and transactions
- The firm's IPO and private placement policy
- The reporting of violations of the Code
- Educating employees about the Code
- Enforcement of the Code

Each of our representatives has been furnished with a copy of our Code and has signed their names to a written acknowledgement attesting to their understanding of the Code and acceptance of its terms. A copy of our Code is available to all current and/or prospective clients upon request.

XI.(B) Participation in Client Trading

The information in this item is intended to address situations in which we or one of our related persons may have a material financial interest in the investment instruments we may recommend to you. No such arrangements exist.

XI.(C) Trading Alongside Our Clients

On occasion, we may invest for our own accounts or have a financial interest in the same securities or other investments that we recommend or acquire for the accounts of our clients. Further, we may also engage in transactions that are the same as or different than transactions recommended to or made for our client's accounts. Such transactions are permitted if effected, pre-cleared and reported in compliance with our policy on personal securities transactions. Generally, personal securities transactions will not be pre-cleared when an order for the same or a related security is pending for the account of a client. Our Designated Supervisor reviews reports of personal transactions in securities by all of our associated persons quarterly or more frequently if required.

Investment Policy

None of our associated persons may effect for himself/herself or for accounts in which he/she holds a beneficial interest, any transactions in a security which is being actively recommended to any of our clients, unless in accordance with the following procedures.

Firm Procedures

In order to implement our Investment Policy, the following procedures have been put into place.

- 1) If we are recommending that any of our clients buy any security, no associated person may purchase that security prior to a client's purchase of that security; and
- 2) If we are recommending that any of our clients sell any security, no associated person may sell that security prior to a client's sale of that security.

As an alternative to the procedures described in the preceding points, we may included our own order(s) in a batch order with other client orders that would involve average pricing for the entire batch such that we would receive the same pricing as all other clients participating in the batch.

It is the primary intent of these procedures to ensure that the best interests of our clients are always served over that of our own. Trading on our own behalf that results in our own interests being served over that of our clients could be considered a breach of our fiduciary duty and thus, is aggressively discouraged.

XI.(D) Batch Trading

Transactions for the client's account generally will be effected independently, unless we decide to purchase or sell the same securities for several clients at the same or approximately the same time. We may (but are not obligated to) combine or "batch" such orders in order to obtain best execution or to negotiate more favorable transaction rates. To the extent that we elect to aggregate client orders for the purchase or sale of securities, including securities in which our associated persons may invest, we will generally do so in accordance with the parameters set forth in SEC No-Action Letter, *SMC Capital, Inc.* We will not receive any additional compensation or remuneration as a result of a batched order.

XII. Brokerage Practices

The purpose of this Item is to present to you the factors that we take into consideration when (1) selecting or recommending broker-dealers to you for the purpose of effecting transactions on your behalf and (2) for determining the reasonableness of such broker-dealers' compensation related to such transactions.

BARR is not a broker-dealer. Unless the client directs otherwise, BARR will generally recommend that all the client's accounts be maintained at, by, or through certain other firms that are unaffiliated with BARR.

Although not all-inclusive, BARR may recommend the following brokers of record and their corresponding custodian:

Broker of Record	Custodian
Triad Advisors, Inc.	National Financial Services, LLC

Factors that BARR considers in recommending certain broker-dealers or custodians to clients may include such entity's financial strength, reputation, execution, pricing, and service. In return for effecting securities transactions through certain broker-dealers/custodians, BARR or certain of its representatives may receive certain support services that may assist BARR in its investment decision-making process for all of BARR's clients.

In seeking best execution, the determinative factor is not always the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of brokerage services, including

factors such as execution capability, commission rates, and responsiveness. Accordingly, although BARR will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for the client's account transactions.

The client may direct BARR to use a particular broker-dealer (subject to BARR's right to decline and/or terminate the engagement) to execute some or all transactions for the client's account. In such an event, the client will negotiate terms and arrangements for the account with that broker-dealer, and BARR will not seek better execution services or prices from other broker-dealers or be able to "batch" the client's transactions for execution through other broker-dealers with orders for other accounts managed by BARR. As a result, the client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.

XII.(A).(1). Research and Soft Dollar Benefits

Soft dollar benefits are items such as research or other products or services (other than the typical execution and other brokerage services available to all other investment advisers) that we may receive from a broker-dealer or other party in connection with the client securities transactions we direct to that/a broker-dealer(s). We do not participate in any soft dollar arrangements.

XII.(A).(2). Brokerage for Client Referrals

In certain circumstances, firms like ours may receive client referrals as a result of recommending particular broker-dealers or other service providers. We, however, do not participate in any formal arrangements wherein we receive client referrals from any particular broker-dealer in return for selecting or recommending such broker-dealer.

XII.(A).(3). Directed Brokerage

This item is intended to address situations where we may recommend, request, or require you to provide us instructions as to how to direct brokerage activity on your behalf.

XII.(A).(3)(a). Directed Brokerage – Recommended, Requested, or Required

Not all investment advisers require their clients to direct brokerage activity through any particular broker-dealer. We do not routinely recommend, request, or require that you direct us as to how to execute brokerage transactions on your behalf (i.e. using a particular broker-dealer for execution purposes).

XII.(A).(3)(b). Directed Brokerage – Permitted

Not all investment advisers require their clients to direct brokerage activity through any particular broker-dealer, however, you may direct us to use a particular broker-dealer (subject to our right to decline such a request) to execute some or all transactions for your account or otherwise on your behalf. In such an event, we will not negotiate terms and arrangements for the account with the other broker-dealer, and we will not seek better execution services or prices from other broker-dealers or be able to "batch" the transactions for execution through other broker-dealers with orders for other accounts we manage. As a result, you may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.

XII.(B). Order Batching

Transactions for the client's account generally will be effected independently, unless we decide to purchase or sell the same securities for several clients at the same or approximately the same time. We may (but are not obligated to) combine or "batch" such orders in order to obtain best execution or to negotiate more favorable transaction rates. Reasoning for attempting to effect a batch order is that we may need to trade in the same security for multiple accounts at or around the same time and batching may allow us to achieve a more favorable price on average for all clients. Batching, however, doesn't guarantee the lowest possible price for execution, however, it is intended to

reduce the overall volatility in execution price for a large # of orders that if not batched together, may experience significantly different execution prices. Conversely, in the event that we do not batch a group of orders that otherwise may be a prime candidate for a batched order, the resulting cost for some clients may be higher or lower than what we might be able to achieve by processing a batched order for the benefit of those same clients.

To the extent that we elect to aggregate client orders for the purchase or sale of securities, including securities in which our associated persons may invest, we will generally do so in accordance with the parameters set forth in SEC No-Action Letter, *SMC Capital, Inc.* We will not receive any additional compensation or remuneration as a result of a batched order.

XIII. Review of Accounts

XIII.(A). Review of Accounts or Financial Plans

Review of client accounts.

Accounts are reviewed quarterly by the Managing Member of the Company, Kirk B. Young, in addition, Mr. Young is available to review accounts upon clients' request. An annual review will be conducted to discuss investments, allocation, financial plan, insurance products and other pertinent areas. There is no minimum number of accounts assigned for the reviewer. The review process contains each of the following elements:

- Assess client's goals and objectives;
- Evaluate the strategy which has been employed;
- Monitor the portfolio; and
- Address the need to rebalance.

Account reviews may be triggered by any one or more of the following events:

- Change in performance;
- Change in management style of any fund, and
- Change in client's objectives.

Review of Financial Plans.

Refer above to Section IV.(B).(3).

XIII.(B). Non-Periodic Account Reviews

Events that may trigger further client account reviews in addition to the standard quarterly review process may include, but would not be limited to, a notable increase in the volume of requests by the client to effect transactions in his/her accounts, where such transactions may appear to be inconsistent with the client's previously stated investment objectives. Other factors may include requests by the client to liquidate certain securities positions/contracts where such transactions may appear to be inconsistent with the client's previously stated investment objectives. Additional triggering factors could be the performance on an individual account being an outlier to the performance of accounts with similar investment objectives, and a very important trigger would be customer complaints. This last trigger would be a prime example of a trigger for an intermittent review of a client account.

XIII.(C). Reports to Clients

Clients will receive monthly statements from the appropriate custodian or issuer for brokerage accounts and quarterly statements from mutual fund companies for Mutual Fund Accounts. Upon clients' request, the Company

will provide detailed analysis reports, which display the time-weighted rates of return realized in the clients' account.

XIV. Client Referrals and Other Compensation

XIV.(A). Compensation we Receive

In addition to the compensation arrangements described above in Item V., either BARR or certain of its supervised persons may receive other compensation in connection with the investment advisory services provided to BARR's clients.

Certain of our associated persons, when acting as registered representatives of a broker-dealer, may receive selling compensation from such broker-dealer as a result of the facilitation of certain securities transactions on your behalf through such broker-dealer.

Additionally, certain of our associated persons, through such associated person's association as a licensed insurance agent, may also receive selling compensation resulting from the sale of insurance products to you or other clients of ours.

Arrangements involving someone's receipt of both advisory and brokerage or other compensation in connection with the advisory services we provide to you can be considered "double-dipping." That term carries negative connotations but in the financial services industry, it is not only acceptable but is completely appropriate and within the permissible activities of those individuals and entities who are properly registered and licensed to engage in such activities. You should be aware that some investment advisers do not receive brokerage or other compensation for transactions they may effect on your behalf and as a result of dealing with other firms, you will not necessarily pay any less for the same services that you may receive from us, however, the individual that you may deal with or his/her sponsoring firm may not be eligible to receive brokerage or other compensation other than the investment advisory compensation that you would normally expect to pay an investment adviser for the same services.

The unwritten industry standard for a client's overall annual fee for investment advisory services is a cap of 3.0%. This means that most investment advisers will keep their service fees for investment advisory work below 3.0% (of the assets they have been engaged to manage) on an annual basis. That said, a client could easily pay in excess of 3.0% of the assets that their investment adviser has been engaged to manage in light of other fees such as brokerage fees/commissions, execution costs, custodial fees, etc. We routinely monitor our fees to ensure that they are not only consistent with those found in the industry for similar services, but we also review our fees for the purpose of ensuring that our billing practices are consistent with the provisions set for in your advisory agreement with us.

XIV.(B). Compensation we Pay

Under certain circumstances, firms like ours may compensate other parties for having referred clients or potential investment advisory clients them. These sorts of arrangements are generally referred to as "solicitor" arrangements. We do not participate in any solicitor arrangements.

XV. Custody

We engage in certain activities that result in us being deemed to have custody of certain of our client's funds and/or securities.

- ☒ Automatic fee deduction from your brokerage or other trading accounts
- ☐ Physical possession or control (even temporary) of client funds or securities
- ☐ The ability to gain access to any client funds and/or securities
- ☐ One of our related persons has custody of funds and/or securities subject to our investment advisory services

- ☐ We or one of our related persons serves as the general partner, managing member, or other similar type of control person to an investment fund to which we provide investment advisory services.

As stated previously in Item XIII.(C)., your account statements will be provided by the qualified custodian that maintains physical possession of your accounts/assets. In the event that we also provide you information related to your accounts, you are urged to review that information to the information contained on the account statements or other statements received from the qualified custodian.

XVI. Investment Discretion

All of our investment advisory services are provided on a non-discretionary basis.

XVII. Voting Client Securities

XVII.(A). Proxy Voting

We do not vote proxies on behalf of any securities you own.

XVII.(B). Proxy Voting

Since you have not authorized us to vote proxies on your behalf, we will not do so. Proxies related to the securities you own will be disseminated as dictated by the issuer, transfer agent, or as otherwise set forth in the account opening paperwork you completed for the custodian holding your account/assets. If you have questions related to a particular proxy notice, please call us at 407-622-0018.

XVIII. Financial Information

XVIII.(A). Balance Sheet

We do not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance. As a result, we are not required to provide our clients with a copy of our balance sheet from our most recently completed fiscal year.

XVIII.(B). Adverse Financial condition

In the event that we have discretionary authority or custody of any of our clients' assets or if we require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance, we are required to disclose any financial condition that is reasonably likely to impair our ability to meet contractual commitments with our clients. Regardless of the fact that we do not maintain or exercise discretionary authority or have custody of any of our clients' assets and we do not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance, we have no adverse financial conditions to report.

XVIII.(C). Bankruptcy-Related Matters

During the past ten years, BARR has not been the subject of a bankruptcy petition.

XIX. Requirements for State-Registered Advisers

As a federally-registered investment adviser, this section of our Brochure is not applicable to BARR.

Form ADV

Part 2A, Appendix 1 Wrap Brochure

March 31, 2011

BARR Financial Services, LLC

CRD/IARD#: 125444
400 West Morse Blvd, Suite 220
Winter Park, FL 32789
407-622-0018
407-478-5098...fax
kyoung@BARRLLC.com
BARRLLC.com

This wrap fee program brochure ("Wrap Brochure") provides information about the qualifications and business practices of BARR Financial Services, LLC ("BARR") in connection with the wrap fee program(s) ("Program(s)") we sponsor and/or manage. You should review this Wrap Brochure in conjunction with our separate general disclosure document (our "Brochure"), as well as our separate brochure supplement ("Supplement") related to the persons who may be providing you with specific investment advisory services or those individuals who may contribute to the creation of the investment advice we provide to you. The information in this Wrap Brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority.

If you have any questions about the contents of this Wrap Brochure, our general Brochure, or our Supplement(s), please contact us at 407-622-0018 or kyoung@BARRLLC.com. Additional information about BARR or any of our supervised persons (who are registered under our firm) is also available on the SEC's Investment Adviser Public Disclosure ("IAPD") which can be found at www.adviserinfo.sec.gov.

The format/layout of this Wrap Brochure has been dictated by the SEC. As such, the Wrap Brochure's table of contents can be found after the "Material Changes" section of this Wrap Brochure, not at the beginning of the Wrap Brochure. The subsections appearing under each heading shall follow the mandated ordering of the items required to be addressed in this Wrap Brochure as set forth in the instructions and guidance issued by the SEC in regard to Part 2A Appendix 1 of the Form ADV. BARR's response to each such item shall immediately follow each numbered item. We encourage any reader of this Wrap Brochure to also refer to the SEC's instructions and guidance related to Part 2A Appendix 1 of the Form ADV. Throughout this Wrap Brochure, any references to "we," "our," "ours," "us," etc. are meant to refer to BARR.

II. Material Changes

Effective date of our most recently completed annual update to our Wrap Brochure: March 31, 2011.

On July 28, 2010, the SEC published Release No. IA-3060, titled, “Amendments to Form ADV” which announced the approval of the new amendments to Form ADV. This Brochure is a new document prepared according to the SEC’s new requirements and rules and as set forth in the ADV and its corresponding instructions. As such, this Brochure is materially different in structure and requires certain new information that our previous client disclosure document (i.e. Part II and Schedule F) did not require. In the future, this Material Changes section will discuss only specific material changes that are made to the Brochure and will provide you with a summary of such changes.

Since the filing of our most recent annual ADV update and aside from that overall formatting/layout change described above, there have been no other material changes between our old Part II and Schedule F and this new Brochure.

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Key Definitions

There are several terms used throughout this Brochure that are defined in the Glossary of the Form ADV. The full Form ADV and its glossary can be found on the SEC's web site at <http://www.sec.gov/about/forms/formadv.pdf>, however, several of the more important terms that are used throughout this Brochure are provided below for your reference. The definitions appear below as they appear in the glossary of the ADV so be mindful that all references made to "you," "your," or "yours" are intended to refer to BARR. Each term is presented in alphabetical order, not necessarily its order of appearance or use in this Brochure.

Management Persons: Anyone with the power to exercise, directly or indirectly, a controlling influence over your firm's management or policies, or to determine the general investment advice given to the clients of your firm. Generally, all of the following are management persons: Your firm's principal executive officers, such as your chief executive officer, chief financial officer, chief operations officer, chief legal officer, and chief compliance officer; your directors, general partners, or trustees; and other individuals with similar status or performing similar functions; The members of your firm's investment committee or group that determines general investment advice to be given to clients; and If your firm does not have an investment committee or group, the individuals who determine general investment advice provided to clients (if there are more than five people, you may limit your firm's response to their supervisors).

Person: A natural person (an individual) or a company. A company includes any partnership, corporation, trust, limited liability company ("LLC"), limited liability partnership ("LLP"), sole proprietorship, or other organization.

Related Person: Any advisory affiliate and any person that is under common control with your firm.

Supervised Person: Any of your officers, partners, directors (or other persons occupying a similar status or performing similar functions), or employees, or any other person who provides investment advice on your behalf and is subject to your supervision or control.

IV. Services, Fees, and Compensation

IV.(A-D). Services and Fees

Service:	<i>Wrap Programs</i>
Service description:	<p>A "wrap fee program" is a program that offers participants a suite of services such as asset allocation; portfolio management; trade execution; and certain administrative activities, all for a single fee – typically an annual, asset-based fee. A wrap fee program is designed to assist clients in obtaining professional asset management, brokerage, custodial, and administrative services for a convenient, "wrapped" fee.</p> <p>There are several main roles that can be served in relation to a wrap program.</p> <p>Lead Sponsor – The lead sponsor is the investment adviser firm that principally organizes the wrap program and determines which program managers will be made available in the wrap program; which broker-dealers and/or custodians will be used in the wrap program; as well as the overall fee structure for the wrap program. The lead sponsor would also generally coordinate the engagement of other investment advisers (referring parties, or solicitors) who may refer clients of their own to participate in the wrap program. The lead sponsor in some cases may and in some cases may not provide the hands on management of a wrap client's assets within the wrap program. In some cases, the lead sponsor may be responsible for selecting the specific program manager that will be responsible for providing the hands on management of a client's assets within the wrap program.</p>

	<p>Solicitor – A solicitor generally does not serve as the lead sponsor and does not serve as a program manager within the wrap program. The solicitor simply recommends that its clients participate in the wrap program and in some cases, the solicitor may recommend one or more program managers made available within the wrap program. In certain circumstances, a solicitor may also be considered a sponsor but generally not the lead sponsor.</p> <p>Program Manager – The program manager(s) are generally investment adviser firms that are responsible for the hands on management of a client’s assets within the wrap program. The program managers generally are selected by the lead sponsor as investment advisers available within the wrap program.</p> <p>In relation to wrap programs, we may participate in any of the following manners.</p> <p><input checked="" type="checkbox"/> Solicitor</p> <ul style="list-style-type: none"> • Selection (on a discretionary basis) of Sub-Advisers to provide the specific investment management services related to your assets. • Recommendation (not discretionary selection) of a wrap program(s) sponsored by another party. • Recommendation (not discretionary selection) of specific program managers within a wrap program. • Provide ongoing monitoring of the activities and performance of program managers recommended or selected to manage your wrap program assets. <p><input checked="" type="checkbox"/> Program Manager</p> <ul style="list-style-type: none"> • Provide the hands on management (non-discretionary) of a wrap client’s program assets. We will provide periodic investment recommendations to you and if such recommendations are approved/authorized, we will ensure that the authorized recommendations are carried out for you. <p>We will offer a wrap fee brochure or other appropriate disclosure document to any advisory clients who are recommended to participate in a wrap program; whether ours or another investment adviser’s wrap program. The wrap fee brochure provides wrap program participants with important information about the wrap fee program itself. We will also provide a copy of current wrap brochure and/or other disclosure document for the specific investment manager(s) selected to manage a client's assets in a wrap program. A wrap program participant should consider all of the information within the wrap fee brochure and the selected investment manager's disclosure document(s) before participating in a wrap fee program. We receive a portion of the wrap fees paid by you.</p>								
Use of discretion:	<p>In connection with the services described above, we may retain the authority to engage or terminate any Sub-Adviser we may select for you. Any decision to engage or terminate a particular Sub-Adviser will be based upon continued suitability and performance of the Sub-Adviser in relation to its management of your assets. We do not possess or exercise investment discretion in connection with the underlying assets managed by any Sub-Adviser or other outside investment adviser.</p>								
Service fees:	<p>For the service described above, we will typically charge an asset-based fee. Our standard fee schedule is as follows.</p> <table border="1"> <thead> <tr> <th colspan="2">BARR’s Asset-Based Fee Schedule</th></tr> <tr> <th>Account(s)/Portfolio Value</th><th>Annual Percentage</th></tr> </thead> <tbody> <tr> <td>\$0 – 249,999</td><td>1.50%</td></tr> <tr> <td>\$250,000 - \$499,999</td><td>1.25%</td></tr> </tbody> </table>	BARR’s Asset-Based Fee Schedule		Account(s)/Portfolio Value	Annual Percentage	\$0 – 249,999	1.50%	\$250,000 - \$499,999	1.25%
BARR’s Asset-Based Fee Schedule									
Account(s)/Portfolio Value	Annual Percentage								
\$0 – 249,999	1.50%								
\$250,000 - \$499,999	1.25%								

	\$500,000 - \$999,999	1.00%
	\$1,000,000 - \$2,499,999	0.90%
	\$2,500,000 - \$4,999,999	0.70%
	\$5,000,000 and over	0.60%
	Other fee/account maintenance conditions...	
	Minimum account/portfolio balance (initial):	None imposed by BARR, however, certain Sub-Advisers or other investment advisers used to manage your assets may impose a minimum account balance. Refer to the other adviser's Part 2A and/or Appendix 1 of Part 2A.
	Minimum account/portfolio balance (ongoing):	None imposed by BARR, however, certain Sub-Advisers or other investment advisers used to manage your assets may impose a minimum, ongoing account balance. Refer to the other adviser's Part 2A and/or Appendix 1 of Part 2A.
	Minimum annual fee:	None imposed by BARR, however, certain Sub-Advisers or other investment advisers used to manage your assets may impose a minimum fee. Refer to the other adviser's Part 2A and/or Appendix 1 of Part 2A.
The fee schedule above is BARR's fee schedule. Sub-Advisers or other investment advisers recommended or selected by us generally charge their own advisory fees for managing client assets. Such fees are generally based on a percentage of the assets under management. Our fees are subject to negotiation, however, any other adviser's fees may not be negotiable. Our fees are separate and distinct from those other advisers' fees and our fees will not increase the overall fees charged by Sub-Advisers or other investment advisers who are actively managing your assets. Additional details related to fees charged by Sub-Advisers or other investment advisers will be explained in any such adviser's disclosure document(s). Your specific fee arrangements will be set forth in your advisory agreement ("Agreement") with us.		
Referral Fees		
Fees related to our services described in this section may be considered "referral" fees since we will be referring our clients to certain outside investment advisers.		
Other fees:	In addition to our service fees, you may be assessed other fees by parties independent from us. You may also incur, relative to certain investment products (such as mutual funds), charges imposed directly at the investment product level (i.e. advisory fees, administrative fees, and other fund expenses.) Brokerage fees/commissions charged to you for securities trade executions may be billed to you by the broker-dealer or custodian of record for your account, not us. Any such fees are exclusive of, and in addition to our compensation. You will be solely and directly responsible for all fees, including fees other than those we may bill directly to you.	
	Refer to Item V.(E) and Item 12 for additional information regarding other fees such as sales compensation, brokerage fees, custodial fees, etc.	
Fee frequency/timing/	For the service described above, the frequency and timing of our fee collection process	

collection:	<p>occurs as follows: <input checked="" type="checkbox"/> quarterly, <input checked="" type="checkbox"/> monthly, <input checked="" type="checkbox"/> in advance, or <input checked="" type="checkbox"/> in arrears. Additionally, we receive our service fees by the following method(s):</p> <p><input checked="" type="checkbox"/> automatic fee deduction via the custodian <input checked="" type="checkbox"/> via the other investment adviser(s) managing your assets</p> <p><i>Billing Via Custodian.</i></p> <p>Contemporaneously with the execution of the Agreement, you will be asked to sign an authorization that will allow the custodian of any of your account(s) to debit the account(s) the amount of our service fees and remit the fee to us. The authorization will remain valid unless and until we receive a written revocation of such authorization from you. In connection with this fee deduction process, the custodian will send you a statement, at least quarterly, indicating:</p> <ul style="list-style-type: none"> • all amounts disbursed from the account, and • the amount of advisory fees paid directly to us. <p><i>Use of Sub-Advisers or Other Investment Advisers:</i></p> <p>If another investment adviser is managing your assets, we will not bill or invoice you directly for our fees related to the recommendation or selection of other investment advisers. The fees charged by other investment advisers are assessed by such parties. Such fees may be charged in advance or in arrears; monthly, quarterly, or annually. Further, fees may be collected via the custodian or by way of direct billing by such investment adviser. Regardless of the other investment adviser's billing practices, our compensation will be received from the other investment adviser in accordance with the normal and customary billing practices as outlined in that outside investment adviser's disclosure document(s).</p> <p>For more details, please refer to the Sub-Adviser's or other investment adviser's current disclosure document(s) (i.e. Form ADV, Part 2A and/or Appendix 1 of Part 2A). Your specific fee arrangements will be set forth in your Agreement with us.</p>
Advanced billing and refunds:	<p>As described above, our advisory fees may be charged in advance. Fees paid in advance will be considered earned and non-refundable to you up to the effective termination of the Agreement as the termination process is described in the Agreement. Upon receipt of a proper notice of termination ("Termination Notice") as described in the Agreement, we will calculate a prorata refund of any fees not yet earned by us after the effective termination date of the Agreement. The prorata refund will equal the total number of calendar days remaining in the billing period after the date of the termination of the Agreement to the end of that billing period divided by the total number of calendar days in that billing period. The result of that calculation will be multiplied by the total fee already paid for that billing period. The result of that calculation will represent the refund owed to you. Refunds of advance payments owed back to you shall be paid as soon as reasonably possible but not sooner than ten (10) business days after our receipt of a proper Termination Notice.</p> <p><i>Use of other Investment Advisers:</i></p> <p>If another investment adviser(s) is used to manage your assets, any available refund process for fees that may be collected in advance will be dictated by such other investment adviser's disclosure document(s) and/or service agreement(s) with you.</p> <p>For more details, please refer to the Sub-Adviser's or other investment adviser's current disclosure document(s) (i.e. Form ADV, Part 2A and/or Appendix 1 of Part 2A).</p>

	Your specific fee arrangements will be set forth in your Agreement with us.
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V. Account Requirements and Types of Clients

Any applicable wrap program account opening or maintenance requirements are addressed above in the “Service fees” subsection of Section IV.(A-D).

We will generally provide investment advice to the following types of clients.

- Individuals
- High net worth individuals
- Trusts
- Estates
- Business or corporate entities
- Non-profits and other charitable organizations

VI. Program Manager Selection and Evaluation

VI.(A). Program Manager Review and Oversight – Solicitor

This item requires us to describe how we select and review Program Managers, our basis for recommending or selecting Program Managers for particular clients, and our criteria for replacing or recommending the replacement of Program Managers for the entire program and for particular clients.

Program Manager Selection and Review

Our role with respect to wrap programs is limited to that of a Solicitor. As a result, we do not select the individual Program Managers that are available within the Program(s). That selection process is a function of the Lead Sponsor.

In relation to the available Program Managers, however, we perform a thorough due diligence review of any Program Managers we may recommend in connection with the Program. This due diligence review may cover, but would not be limited to the following topics.

- The Program Manager’s current regulatory registration/standing;
- Whether the Program Manager is subject to any current or pending regulatory action(s), civil claims, criminal actions, etc.;
- The financial strength and stability of the Program Manager;
- The operational and servicing capabilities of the Program Manager;
- The qualifications and expertise of the advisory personnel of the Program Manager;
- The reputation of the Program Manager and/or its individual investment managers;
- The firm’s ability to effectively manage complex advisory accounts requiring sophisticated management techniques;
- The management fees charged by the Program Manager or by those firms used in the management of client advisory accounts;

- The industry contacts of the Program Manager and its affiliated companies; and
- Other factors deemed to be useful in managing the advisory accounts given up to that firm for management.

We will create a summary document that describes the results of this due diligence review process. Any Program Managers that meet our due diligence review/requirements will be added to our list of approved Program Managers.

Program Manager Recommendation/Selection

As Solicitor, we do review Program Managers for the purpose of determining which Program Manager(s) to recommend for our clients. We shall recommend Program Managers based upon your specific financial needs compared to the services offered by the available Program Managers. Our recommendations/selections of Program Managers will be based on the information provided to us by you or by any other party on your behalf. To this end, it is imperative that you keep us informed of any changes in your life and the life of your family that may affect your current and future financial needs so that we can strive to keep you matched up with the most appropriate Program Managers.

Program Manager Replacement – Program Level

As Solicitor, we do not determine which investment advisers are made or remain available as Program Managers.

Program Manager Replacement – Client Level

The same general criteria that we use in the Program Manager Selection and Review process described above will also be used in determining whether we recommend that you continue with a particular Program Manager or terminate its services. In similar fashion as with the Program Manager Selection and Review process, we will create a summary document that describes the basis for recommending the termination of one Program Manager and the subsequent recommendation (if any) of replacement Program Manager. If we determine that a particular Program Manager is no longer meeting your financial needs, we will notify you. We will also discuss any other options you may have with respect to alternate Program Managers that may be appropriate for you.

VI.(A).(1). Manager Performance Calculation

As a solicitor, although we routinely monitor portfolio manager performance, we do not calculate individual portfolio manager performance using any particular industry standard for performance calculation.

VI.(A).(2). Review of Manager Performance

We intend to perform at least a quarterly review of the performance of the investment advisers that we have recommended to you and that you have engaged for the provision of specific investment management services. This quarterly review process will involve a review of the investment adviser's historical performance and any indications of style drift.

VI.(A).(3). Third-Party Performance Review

Although we do regularly monitor investment adviser performance information, such performance information is not reviewed by a third party and that performance information may not be calculated on a uniform and consistent basis from period to period.

VI.(A). (continued) Program Manager Review and Oversight – Program Manager

This item requires us to describe how we select and review Program Managers, our basis for recommending or selecting Program Managers for particular clients, and our criteria for replacing or recommending the replacement of Program Managers for the entire program and for particular clients.

Program Manager Selection and Review

As a Program Manager, we do not determine which other investment advisers are made or remain available as Program Managers.

Program Manager Recommendation/Selection

As a Program Manager, we do not provide recommendations of other Program Managers.

Program Manager Replacement – Program Level

As a Program Manager, we do not determine which other investment advisers are made or remain available as Program Managers.

Program Manager Replacement – Client Level

As a Program Manager, we do not determine which other investment advisers are made or remain available as Program Managers. In accordance with our engagement with you, however, we reserve the right to terminate our engagement in accordance with our service agreement with you. In addition, you have the right to seek out other Program Managers within the Program.

VI.(A).(1). Manager Performance Calculation

Serving as portfolio manager, we do not calculate our own investment using any particular industry standard for performance calculation.

VI.(A).(2). Review of Manager Performance

We intend to perform at least a quarterly review of the performance of the investment advisers that we have recommended to you and that you have engaged for the provision of specific investment management services. This quarterly review process will involve a review of the investment adviser's historical performance and any indications of style drift.

VI.(A).(3). Third-Party Performance Review

Although we do regularly monitor our investment performance, such performance information is not reviewed by a third party and that performance information may not be calculated on a uniform and consistent basis from period to period.

VI.(B). Related Persons Serving as Program Manager

None of our related persons serve as Program Manager within a wrap program described in this Wrap Brochure.

VI.(C). Form ADV, Part 2A Information

In the event that we or any of our supervised persons serve as Program Manager for a wrap fee program, this portion of the Wrap Brochure requires us to address certain information already covered in our primary Brochure. In an effort not to duplicate information disclosed elsewhere in our Form ADV and to limit the amount of information you need to review, the table below will identify where in our Form ADV you can find the information required by this Item VI.(C).

Topic/Issue	Location of Information	
	Source Document	Section Reference
Advisory Business	Form ADV, Part 2A (our "Brochure")	IV.(B), IV.(C), IV.(D)
Performance-Based Fees and Side-By-Side Management	Form ADV, Part 2A (our "Brochure")	VI
Methods of Analysis, Investment Strategies, Risk of Loss	Form ADV, Part 2A (our "Brochure")	VIII.(A)
Voting Client Securities	Form ADV, Part 2A (our "Brochure")	XVII

VII. Client Information Provided to Program Managers

In order for you to participate in our wrap program, we will gather certain information from you as required by the particular wrap program's lead sponsor and/or available Program Managers. We will gather information such as your name and contact information, date of birth, financial objectives, investment experience, other current investment holdings, risk tolerance, etc. This information will be used by the lead sponsor and/or selected Program Manager(s) in order to ensure that they have a sufficient understanding of criteria about you that will be needed in order to determine the most suitable approach for how they manage your assets within the wrap program(s). This information will be available to agents, representatives, and other supervised persons of both the lead sponsor and the selected Program Managers who are responsible for overseeing or assisting with the direct management of your assets within the wrap program.

Subsequent to the initial data gathering process and as part of our ongoing services, you will be sent a notice annually requesting that you inform us of any changes in your financial condition and investment objectives. Any updated information will be used for the same purpose as described in the preceding paragraph.

VIII. Client Contact with Program Managers

There will be no restrictions with respect to your ability to contact us or the wrap Program Managers that are responsible for directly managing your assets in the wrap program.

IX. Additional Information

This portion of the Wrap Brochure requires us to address certain information already covered in our primary Brochure. In an effort not to duplicate information disclosed elsewhere in our Form ADV and to limit the amount of information you need to review, the table below will identify where in our Form ADV you can find the information required by this Item VI.(C).

Topic/Issue	Location of Information	
	Source Document	Section Reference
Disciplinary Information	Form ADV, Part 2A (our "Brochure")	IX
Other Financial Industry Activities and Affiliations	Form ADV, Part 2A (our "Brochure")	X

Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	Form ADV, Part 2A (our “Brochure”)	XI
Review of Accounts	Form ADV, Part 2A (our “Brochure”)	XIII
Client Referrals and Other Compensation	Form ADV, Part 2A (our “Brochure”)	XIV
Financial Information	Form ADV, Part 2A (our “Brochure”)	XVIII

X. Requirements for State-Registered Advisers

Since BARR is a federally-registered firm, this portion of the Wrap Brochure is not applicable to us.