

OLIVER CAPITAL MANAGEMENT, INC.

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March 31, 2011

This Brochure provides information about the qualifications and business practices of Oliver Capital Management, Inc. If you have any questions about the contents of this Brochure, please contact us at: (206) 652-3500 or mko@olivercapital.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Oliver Capital Management, Inc. is available on the SEC's website at www.Adviserinfo.sec.gov.

Item 2 Material Changes

On July 28, 2010, the United State Securities and Exchange Commission published “Amendments to Form ADV” which amends the disclosure document that we provide to Clients as required by SEC Rules. This Brochure dated March 31, 2011 is a new document prepared according to the SEC’s new requirements and rules. As such, this Document is materially different in structure and requires certain new information that our previous brochure did not require.

In the future, this Item will discuss only specific material changes that are made to the Brochure and provide Clients with a summary of such changes. We will also reference the date of our last annual update of our brochure.

We will ensure that you receive a summary of any material changes to this and subsequent Brochures within 120 days of the close of our business’ fiscal year. We may further provide other ongoing disclosure information about material changes as necessary and will further provide you with a new Brochure as necessary based on changes or new information, at any time, without charge.

Currently, our Brochure may be requested by contacting Mark K. Oliver at (206) 652.3500 and/or mko@olivercapital.com.

OLIVER CAPITAL MANAGEMENT, INC.
Part 2A of Form ADV – Firm Brochure

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Item 4 – Advisory Business

- A** Oliver Capital Management, Inc., (“OCM” “we” and “Advisor”) is a Washington corporation registered as an SEC regulated investment advisor under the Investment Advisers Act of 1940, with its principal place of business located in Seattle, Washington. OCM began conducting business as an independent investment advisory firm registered in the State of Washington in 2003. The principal owner and advisor is Mark K. Oliver, President and Principal Shareholder.

Our investment advisory services are driven by and coordinated with each Client’s individual financial goals. Our approach uses broadly diversified portfolios and a systematic strategy to manage investments. We follow strict fiduciary standards, putting our Clients’ interests before our own and seeking to avoid conflicts of interest with our Clients. We are compensated only by our Clients.

- B** We provide Wealth Management Services to our Clients. Wealth Management Services involves providing advice to Clients on the most effective investment strategies given the particular Client’s personal and business goals. Once the Client agrees to an investment strategy, we will take the steps necessary to implement such strategy. OCM utilizes Fidelity Institutional (FI) and Schwab Institutional (SI) as custodians for Client assets. Client assets are primarily invested in our Strategically Engineered Portfolio Program (SEPP), in accordance with our Statement of Investment Policy or a similar document utilized to establish our Client’s objectives and suitability.

OCM also provides financial planning for its Clients as part of a Comprehensive Wealth Management (CWM) approach to serving its Clients. There is no minimum net worth requirement and no additional fees charged for such financial planning services. The process and approach is described below.

Financial Plans:

1. Our financial planning process includes gathering all information necessary to provide Client with a comprehensive written financial plan, taking into account both the assets and liabilities associated with each Client’s personal balance sheet. The CWM written analysis may address one or more of the following topics of interest:
 - Retirement planning;
 - Asset allocation strategies;

- Education planning;
- Estate planning;
- Tax mitigation suggestions;
- Business succession planning; and
- Disability/life insurance recommendations.

In addition to Client assets and liabilities, the CWM analysis provided by OCM, also takes into consideration the risk tolerances, goals and objectives as described by Client in the CWM Questionnaire. The CWM written analysis provided by OCM summarizes the area(s) of weakness in one's financial plan and recommends appropriate solutions.

2. OCM will work with Client's attorney and/or accountant in reaching agreement on solutions, as well as assisting those advisors in implementation of all appropriate documents and strategies. OCM is not responsible for attorney or account fees charged to Client as a result of the above activities.
3. The Comprehensive Wealth Management Plan is typically reviewed on a regular basis based on individual circumstances.
4. If the Client so chooses, OCM will research and assist in acquisition of appropriate investment and insurance products that best solve stated Client objectives. OCM will typically monitor the ongoing performance of those products to ensure their continued role as appropriate financial assets/strategies.

C All transactions in the account shall be made in accordance with the directions and preferences provided to OCM by the Client. Client will execute instructions regarding OCM's trading authority as required by each custodian.

D We do not participate in or sponsor any wrap-fee programs

E We manage \$0 of Client assets on a discretionary basis and \$105,000,000 of Client assets on a nondiscretionary basis. These amounts were calculated as of December 31, 2010.

Item 5 – Fees and Compensation

- A** Compensation to OCM for our services will be calculated in accordance with “Schedule A” of the Investment Advisory Agreement entered into with Clients. The Investment Advisory Agreement may be amended from time to time by OCM upon 30-days prior written notice to Client via an updated Schedule A of the Agreement. Amendments to OCM’s fee schedule will also be provided by delivery to Clients of updated Form ADV Part 2A or material change summaries.

OCM’s Fee Schedule is as follows:

All Assets, Including the Strategically Engineered Portfolio Program (SEPP):

First \$0 to \$500,000	1.25% per year
Next \$500,000 to \$2,000,000	0.90% per year
Next \$2,000,000 to \$5,000,000	0.60% per year

Fees on SEPP assets in excess of \$5,000,000 are negotiable. Households that do not meet the \$500,000 published account minimum are subject to an additional 0.25% per year management fee.

- B** Advisory fees are deducted directly from Client custodial accounts upon submission of an electronic invoice to the custodian. The custodian will provide a quarterly statement to the Client detailing the amount of the fee and the value of the Client's assets on which the fees are based. Payment of fees may result in the liquidation of Client’s securities if there is insufficient cash in the account. Copies of the fee invoices will be mailed to Client as required.

For purposes of determining value, securities and other instruments traded on a market for which actual transaction prices are publicly reported shall be valued based on data from the Client account custodian, other readily marketable securities and other instruments shall be priced using a pricing service or through quotations from one or more dealers. OCM may modify the terms in this Section via a new contract or formal written amendment to the existing contract, either of which would be signed by the Client.

- C** Client may be required to pay, in addition to OCM’s fee, a proportionate share of any Exchange Traded Fund’s (ETF) or mutual fund’s fees and charges. There are no additional fees/costs for our Comprehensive Wealth Management (CWM) and Financial Planning

services. A \$14.95 commission per trade may apply to some trades, or a commission of \$0.03 per share, whichever is greater, charged by and paid to Custodian, not OCM. There are no annual account maintenance fees. OCM pays for all other annual Custodial Fees directly to Custodian.

All brokerage commissions, stock transfer fees, and other similar charges incurred in connection with transactions for the account, if any, will be paid out of the assets in the account and are in addition to the investment management fees paid to OCM. Client bears responsibility for verifying the accuracy of fee calculations.

Client and OCM will direct that confirmations of any transactions effected for the account will be sent, in conformity with applicable law, to the Client with a copy to OCM.

- D** The Client will pay OCM a fee quarterly in advance, with payment due within 10 days from the last day of each calendar quarter. The fee will be equal to the agreed-upon rate per year, times the market value of the account, divided by the number of days in the agreed-upon year and multiplied by the number of days in the quarter. The market value will be construed to equal the sum of the values of all billable assets in the account, not adjusted by any margin debit. Fees for partial quarters at the commencement or termination of this Agreement will be prorated based on the number of days the account was open during the quarter. Quarterly fee adjustments for partial withdrawals from account that exceed \$10,000 will also be provided on the above pro rata basis.
- E** OCM is a fee-only advisor that does not receive any compensation or commission from the sale of securities or other investment products.

Item 6 – Performance-Based Fees and Side-By-Side Management

OCM does not charge any performance-based fees for its services. Accordingly, this Item is not applicable to our firm.

Item 7 – Types of Clients

OCM provides investment advice and wealth management services to individuals, high net-worth individuals, businesses, and retirement plans. Because each Client is unique, they must be willing to be involved in the planning and ongoing processes. Such involvement does not have to be time consuming, however we want our Clients to remain informed and have a sense of security and peace of mind with regard to their investments.

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

- A** OCM applies aspects of Modern Portfolio Theory and uses a multitude of information including, but not limited to information supplied by third-party industry sources including Blackrock/iShares, historical performance, standard deviation, beta, market capture and other related statistics in its practice.

We offer advice on investments primarily including (but not limited to) the following:

- Equity securities such as:
 - Exchange Traded Funds (ETFs)
 - Individual stocks
 - Exchange-listed securities
 - Securities traded over-the-counter
 - Foreign issuers
- Corporate debt securities
- Commercial paper
- Certificates of deposit
- Municipal securities
- Investment company securities such as:
 - Variable annuities
 - Mutual fund shares
- United States government securities

We will primarily research and review securities using traditional fundamental analysis. The primary investment strategies used to implement investment advice given to Clients include long-term (securities held at least one year) and short-term (securities sold within a year) purchases.

The main sources of information we rely upon when researching and analyzing securities include traditional research materials such as financial newspapers and magazines, annual reports, prospectuses, filings with the SEC, as well as research materials prepared by others, and company press releases. We also subscribes to various professional publications deemed to be consistent and supportive of our investment philosophy.

- B** We use our best judgment and good faith efforts in rendering services to Clients. We cannot warrant or guarantee any particular level of account performance, or that the account will be profitable over time. Not every investment recommendation we make will be profitable. Clients assume all market risk involved in the investment of account assets. Investments are subject to various market, currency, economic, political and business risks.

Except as may otherwise be provided by The Advisers Act of 1940 or other applicable state or federal law, OCM is not liable to Clients for:

- ❖ Any loss that Clients may suffer by reason of any investment recommendation made with that degree of care, skill, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; or
- ❖ Any act or failure to act by a custodian of Client accounts.

It is the responsibility of each Client to provide us complete information and to notify us of any changes in financial circumstances or goals.

Item 9 – Disciplinary Information

We are required to disclose all material facts regarding any legal or disciplinary event that would be material to your evaluation of our firm, or the integrity of our management. We have no information to disclose applicable to this Item.

Item 10 – Other Financial Industry Activities and Affiliations

We do not participate in any other financial industry activities and has no other financial industry affiliations.

Item 11 – Code of Ethics, Participation or Interest in Client Transaction & Personal Trading

- A** OCM has adopted a Code of Ethics for all supervised persons of the firm which describes our high standard of business conduct, and fiduciary duty to Clients. The Code of Ethics includes provisions relating to the confidentiality of Client information, a prohibition on insider trading, a prohibition of rumor mongering, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things. All advisors at OCM must acknowledge the terms of the Code of Ethics annually, or as amended.

Our Clients or prospective Clients may request a copy of the firm's Code of Ethics by contacting Mark OCM at (206) 652-3500 or mko@olivercapital.com.

- B-D** OCM anticipates that, in appropriate circumstances and consistent with our Clients' investment objectives, we may buy and sell some of the same securities for our own account that we buy and sell for our Clients. In all instances, where appropriate OCM will purchase a security for all of its existing advisory accounts for which the investment is appropriate before purchasing any of the securities for our own account and, likewise, when it determines that securities should be sold, where appropriate we will cause these securities to be sold from all of our advisory accounts prior to permitting the selling of the securities from our own accounts. In some cases we may buy or sell securities for our own account for reasons not related to the strategies adopted by our Clients.

OCM will disclose to advisory Clients any material conflict of interest relating to our firm, our representatives, or any of our employees which could reasonably be expected to impair the rendering of unbiased and objective advice.

Item 12 – Brokerage Practices

A Our Clients' assets are held by independent third-party custodians. Except to the extent that the Client directs otherwise, OCM may use its discretion in selecting or recommending the broker-dealer. As stated in Item 4 above, we currently utilize the custodial services of Fidelity Institutional (FI) and Schwab Institutional (SI). The Client is not obligated to effect transactions through any broker-dealer recommended by OCM. In recommending broker-dealers, OCM will generally seek "best execution." In recommending a broker-dealer OCM will comply with its fiduciary duty to obtain best execution and with the Securities Exchange Act of 1934 and will take into account such relevant factors as:

- Price;
- The custodian's facilities, reliability and financial responsibility;
- The ability of the custodian to effect transactions, particularly with regard to such aspects as timing, order size and execution of order;
- The research and related brokerage services provided by such custodian to the OCM, notwithstanding that the account may not be the direct or exclusive beneficiary of such services; and
- Any other factors that we consider to be relevant., including SIPC coverage and excess SIPC coverage

B OCM is authorized in its discretion to aggregate purchases and sales and other transactions made for the account with purchases and sales and other transactions in the same or similar securities or instruments for other Clients of OCM. When transactions are so aggregated, the actual prices applicable to the aggregated transactions will be averaged, and the account will be deemed to have purchased or sold its proportionate share of the securities or instruments involved at the average price so obtained. Stock exchange regulations may in certain instances prevent the executing broker-dealer from delivering to the account a confirmation slip with respect to its participation in the aggregated transaction and, in such event, OCM will advise the Client in writing of any purchase or disposition of instruments for the account with respect to any such aggregated transaction.

Advisor will use its best judgment and good faith efforts in rendering services to Client. Advisor cannot warrant or guarantee any particular level of account performance, or that account will be profitable over time. Client assumes all market risk involved in the investment of account assets under the Investment Advisory Agreement and understands

that investment decisions made for this account are subject to various market, currency, economic, political and business risks. Except as may otherwise be provided by law, Advisor will not be liable to Client for (a) any loss that Client may suffer by reason of any investment decision made or other action taken or omitted in good faith by Advisor with that degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (b) any loss arising from Advisor's adherence to Client's instructions; or (c) any act or failure to act by a custodian of Client's account. Nothing in this Agreement shall relieve Advisor from any responsibility or liability Advisor may have under state or federal statutes.

Item 13 – Review of Accounts

- A** Mark K. Oliver, President, is responsible for overseeing all investment advisory activities on a regular basis.
- B** Factors triggering a review of a Client account include, but are not limited to, changes in fundamentals of the companies or entities issuing securities owned or being considered for ownership, the prices of such securities and significant economic or industry developments.

Moreover, Clients that opt to invest in the Strategically Engineered Portfolio Program (SEPP) will have the subject assets rebalanced annually bringing the subject assets back inline with the applicable benchmark weightings.

- C** Detailed computer reports of account holding and performance and other information are provided to Clients on at least a quarterly basis. Client will receive monthly statements from custodian.

Item 14 – Client Referrals and Other Compensation

OCM has no arrangements, written or oral, in which it compensates any individuals or entities for referrals of Clients.

Item 15 – Custody

Other than having the ability to debit its fees from a Client’s custodial account, OCM does not directly or indirectly have the ability to obtain possession of Client funds or securities. Accordingly, OCM shall have no liability to the Client for any loss or other harm to any property in the account, including any harm to any property in the account resulting from the insolvency of the custodian or any acts of the agents or employees of the custodian and whether or not the full amount or such loss is covered by the Securities Investor Protection Corporation (“SIPC”) or any other insurance which may be carried by the custodian. The Client understands that SIPC provides only limited protection for the loss of property held by a custodian.

Item 16 – Investment Discretion

As stated in Item 4 **above**, in most circumstances OCM manages Client accounts and assets on a non-discretionary basis. This means that OCM has no authority to execute its investment recommendations without obtaining the Client's prior approval. Accordingly, all transactions made in a Client's account are made in accordance with the directions and preferences provided to us by the Client. We are then able to implement those trades in the Clients' account. Client's grant us the ability to trade in their account by way of a limited power of attorney document signed with the applicable custodian of their account.

Item 17 – Voting Client Securities

Unless specifically directed otherwise in writing by a Client, OCM is not authorized to receive and vote proxies on issues held in Client's account or receive annual reports.

Item 18 – Financial Information

- A** Under no circumstances will OCM solicit or require prepayment of more than \$1,200.00, six months or more in advance, from any Client for advisory services.
- B** OCM does not have discretionary authority or custody of Client's funds or securities. However, OCM has no financial commitment which would impair or impede its ability to meet contractual and fiduciary commitments to Clients, and
- C** OCM has never been the subject of a bankruptcy proceeding.