

Schedule F of Form ADV

Applicant: Capital Guardian Wealth Management, LLC
SEC File Number: 801-63969

Date: July 2010

Item 1D

Capital Guardian Wealth Management, LLC, ("Capital Guardian"), the Registrant, primarily provides its clients with discretionary investment advisory management services. Capital Guardian may also provide financial planning, estate planning, or insurance planning services to clients. To the extent specifically requested by a client, Capital Guardian may also provide limited consultation services to its investment management clients on investment and non-investment related matters. Any such limited consultation services, to the extent rendered, shall be rendered exclusively on an unsolicited basis for which Capital Guardian will not receive any separate or additional fee.

INVESTMENT ADVISORY MANAGEMENT

Capital Guardian provides fee-based investment advisory management services and financial planning services. Capital Guardian's advisors practice custom management of portfolios, on a discretionary basis, according to the client's objectives. The advisor's primary approach is to use a tactical allocation strategy aimed at reducing risk and increasing performance. The advisor uses exchange listed securities, over-the-counter securities, foreign securities, municipal securities, U.S. Government securities to accomplish this objective. The advisor may recommend, on occasion, redistributing investment allocations to diversify the portfolio in an effort to reduce risk and increase performance. The advisor may recommend specific stocks to increase sector weighting and/or dividend potential. The advisor may recommend employing cash positions as a possible hedge against market movement which may adversely affect the portfolio. The advisor may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position(s) in the portfolio, change in risk tolerance of the client, or any risk deemed unacceptable for the client's risk tolerance.

FINANCIAL PLANNING

In addition to investment advisory management services, Capital Guardian may provide Financial Planning services to some of its clients. The advisor's Financial Planning services may include recommendations for portfolio customization based on the client's investment objectives, goals and financial situation. Financial Planning services may also include recommendations relating to investment strategies as well as tailored investment advice. Fees for such are negotiable and agreed upon prior to delivery.

OTHER SERVICES

Capital Guardian may also offer services outside of its fee based investment advisory management services such as consultations, devices for evaluating investments, non-securities advice, timing services, or additional services not detailed above. Fees for such are negotiable and agreed upon prior to delivery.

FEES*

Capital Guardian charges an annual investment management fee based on the percentage of the market value of the assets being managed by Capital Guardian. The standard management fee schedule is as follows: (In some circumstances, the fees may be negotiable.)

\$0 - \$500,000	2.2%	\$1,000,001 - \$3,000,000	1.5%
\$500,001 - \$1,000,000	1.8%	\$3,000,000+	1.2%

* See also Wrap Fee Description in Item 10

Capital Guardian does not provide securities custodial or other administrative services. At no time will Capital Guardian accept or maintain custody of a client's funds or securities.

Capital Guardian's annual investment advisory management fee shall be prorated and paid quarterly, either in arrears or in advance (depending on the investment advisory management program) based upon the market value of the assets on the last day of the previous quarter. An account minimum is \$250,000. Capital Guardian, in its sole discretion, may require a lesser account minimum or charge a lesser management fee based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with the client, etc.). Investment management services comparable to those offered by Capital Guardian may be available elsewhere for a lesser fee.

Both Capital Guardian's Investment Advisory Agreement and the custodial/clearing agreement authorize the custodian to debit the account of the client for the amount of Capital Guardian's investment advisory fee and to directly remit that management fee to Capital Guardian in compliance with regulatory requirements. In the limited event that Capital Guardian bills the client directly, payment is due upon receipt of the invoice. The Investment Advisory Agreement between the Capital Guardian and the client will continue in effect until terminated by either party by written notice in accordance with the terms of the agreement.

MISCELLANEOUS

In performing its services, Capital Guardian is not required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely thereon. Each client is advised that it remains his/her/its responsibility to promptly notify Capital Guardian if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing, evaluating, revising Capital Guardian's previous recommendations and/or services. Capital Guardian must verify the identity of each client prior to the execution of an Investment Advisory Agreement.

A copy of Capital Guardian's written disclosure statement as set forth on Part II of Form ADV will be provided to each client prior to or contemporaneously with the execution of the Investment Advisory Agreement.

Any client who has not received a copy of Capital Guardian's written disclosure statement at least forth-eight (48) hours prior to executing the Investment Advisory Agreement shall have five (5) business days subsequent to executing the agreement to terminate the advisor's services without penalty.

Neither Capital Guardian nor the client may assign the Investment Advisory Agreement without the prior consent of the other party. Transactions that do not result in a change of actual control or management of Capital Guardian shall not be considered an assignment

Item 5

All individuals that give investment advice on behalf of Capital Guardian, must have earned a college degree and/or have substantive investment-related experience. In addition, all such individuals shall have attained all required investment-related registrations and/or designations.

Item 6

DAVID MCMAHAN, Chief Operations Officer

Born: 1973

Educational Background:

Winthrop University, B.S. Finance, 1996

Wake Forest University, M.B.A., 1999

Recent Business Background:

IPS Financial Services Corp. d/b/a McMahan & Associates - President, 1999 to Present

Capital Guardian, LLC - Registered Representative, 2006 to Present

Raymond James - Registered Representative, 1999 to 2006

FINRA Registrations: 7, 24, 31, 51, 63, 65

ALAN BOYER, Chief Executive Officer

Born: 1971

Educational Background:

Wingate University, B.S. Accounting, 1993

Recent Business Background:

IPS Financial Services Corp. d/b/a McMahan & Associates - Adviser, 2003 to Present

Capital Guardian, LLC - Registered Representative 2006 to Present

Wachovia Securities - 1999 to 2003

Raymond James - Registered Representative, 2003 to 2006

FINRA Registrations: 4, 7, 24, 31, 63, 66

MICHAEL FAYED, Chief Financial Officer

Born: 1972

Educational Background:

Winthrop University, B.S. Accounting, 1995, M.B.A., 1997

Recent Business Background:

IPS Financial Services Corp. d/b/a McMahan & Associates - Adviser, 1999 to Present

Capital Guardian, LLC - Registered Representative, 2006 to Present

Raymond James - Registered Representative, 2003 to 2006

FINRA Registrations: 7, 24, 28, 31, 63, 65

MATTHEW CHOTKOWSKI, Chief Compliance Officer

Born: 1977

Educational Background:

University of Vermont, B.S. in Business Administration, 1999

Recent Business Background:

Capital Guardian LLC - Chief Compliance Officer, 2006 to Present

Bank of America - Financial Analyst, 2002 to 2006

Investors Bank & Trust - Mutual Fund Analyst, 2000 to 2001

FINRA Registrations: 7, 24

Item 7A, 7B & 8C(1)

CUSTODIAN

In the event that the client requests that Capital Guardian recommend a broker-dealer/custodian for execution and/or custodial services (exclusive of those clients that may direct Capital Guardian to use a specific broker-dealer/custodian), Capital Guardian generally recommends that investment management accounts be maintained at Pershing, LLC ("Pershing"). Prior to engaging Capital Guardian to provide investment advisory management services, the client will be required to enter into a formal Investment Advisory Agreement with Capital Guardian setting forth the terms and conditions under which Capital Guardian will manage the client's assets, and a separate Custodial/Clearing Agreement with each designated broker-dealer/custodian.

Capital Guardian recommends that clients allocate investment advisory management assets among various individual equity and/or fixed income securities, and/or independent investment managers or programs, on a discretionary basis, in accordance with the client's designated investment objective(s). Unless the client directs otherwise, Capital Guardian recommends that Pershing serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as Pershing charge brokerage commissions and/or transaction fees for effecting certain securities transactions (i.e. transaction fees are charged for certain no-load mutual funds, commissions are charged for individual equity and fixed income transactions). In addition to Capital Guardian's investment management fee, the client will also incur, relative to all exchange traded fund purchases, charges imposed at the fund level (e.g. management fees and other fund expenses).

SELECT BROKER

In the event the client desires to purchase investment-related products on a commission basis, the client can engage Capital Guardian, LLC ("Capital") through its associated persons, in their individual capacities as registered representatives of an SEC registered broker-dealer and FINRA member, to implement investment recommendations on a fully-disclosed commission basis. In the event the client chooses to implement a transaction by purchasing investment products through Capital Guardian, brokerage commissions charged by Capital to effect securities transactions, a portion of which shall be paid by Capital to its registered persons, as applicable. Prior to effecting any transactions, the client will be required to enter into a new account agreement with Capital, the broker-dealer. The brokerage commissions charged may be higher or lower than those charged by other broker-dealers. The broker-dealer may, relative to mutual fund purchases, receive ongoing 12b-1 trailing commission compensation directly from the mutual fund company during the course of the investment period.

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Capital Guardian's advisors are registered representatives of its affiliated broker-dealer, Capital, and may, in their individual capacities, offer the sale of securities-related products to Capital Guardian's advisory clients. In the event that the client chooses to purchase investment products through Capital, brokerage commissions will be charged by Capital to effect such transactions, a portion of which shall be paid by Capital to its registered persons who are advisors of Capital Guardian.

OTHER PRODUCT AND SERVICES THROUGH AFFILIATED COMPANIES

Other products and services are offered through Capital Guardian, LLC (CRD# 137919), an SEC registered broker dealer and a member of FINRA. Products or services provided include brokerage services for equity securities, debt securities, mutual funds, private placements, government securities, among other products. Fees for brokerage services provided Capital Guardian, LLC are separate from Capital Guardian Wealth Management, LLC.

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Item 9E

Capital Guardian has implemented an investment policy relative to personal securities transactions. This investment policy is part of Capital Guardian's Code of Ethics that serves to establish a standard of business conduct for all of Capital Guardian's advisors that is based upon fundamental principles of openness, integrity, honesty and trust, a copy of which is available upon request. In accordance with Section 204A of the Investment Advisers Act of 1940, Capital Guardian maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by Capital Guardian or any person associated with Capital Guardian.

Item 10

Please see disclosure in Item 1D above with respect to account size minimums.

INDEPENDENT MANAGERS

Capital Guardian also recommends that certain clients authorize the active discretionary management of their assets by and/or among certain independent investment manager(s) ("Independent Investment Manager(s)") and/or investment programs to be recommended by the Capital Guardian, based upon the stated investment objectives of the client, the terms and conditions under which the client shall engage the Independent Manager(s) shall be set forth in a separate written agreement between the client and the designated Independent Manager(s). Capital Guardian shall continue to render advisory services to the client relative to the ongoing monitoring and review of account performance and client investment objectives, for which Capital Guardian shall usually receive an annual fee pursuant to the above listed table, based upon a percentage of the market value of the assets being managed by the designated Independent Manager(s). Factors which Capital Guardian shall consider in recommending Independent Manager(s) include the client's stated investment objectives, management style, performance, reputation, financial strength, reporting, pricing, and research. The investment management fees charged by the designated Independent Manager(s) together with the fees charged by the corresponding designated broker-dealer/custodian of the client's assets, are exclusive of, and in addition to, Capital Guardian's investment advisory fee set forth above (except for those situations where Capital Guardian is compensated on a referral basis). In addition to the fees charged by the Capital Guardian, the designated Independent Manager(s) and the corresponding broker-dealer/custodian, the client, relative to mutual fund purchases, shall incur charges imposed at the mutual fund level (i.e. advisory fees and other fund expenses).

The client, prior to entering into an agreement with a third party money manager selected by Capital Guardian, will be provided with that manager's Form ADV Part II and Schedule F (or brochure that makes the appropriate disclosures). In addition, Capital Guardian and its client will agree in writing that the client's account will be managed by that selected third party money manager on a discretionary basis.

WRAP FEE PROGRAMS

In addition, Capital Guardian may offer clients managed account consulting programs sponsored by a brokerage firm called "Wrap Fee Programs". All such programs are subject to the execution of an Investment Advisory Agreement (Wrap Fee) between the client and Capital Guardian. The advisory fee and transaction charges are reflected in Schedule A of the Agreement and include all charges for the services of Capital Guardian and any investment adviser representative servicing the account, excluding any brokerage charges.

Item 11A & 11B

For those clients for which Capital Guardian provides investment management services and/ or financial planning services, account reviews are conducted on an ongoing basis by Capital Guardian's principals. All investment management and financial planning clients are encouraged to discuss with the Capital Guardian their investment objectives, needs and goals and to keep Capital Guardian informed of any changes regarding such. All clients are encouraged to meet, at least annually, with their advisor to comprehensively review investment objectives and account performance.

Clients are provided with transaction confirmation notices and regular summary account statements directly from the broker-dealer/custodian for the accounts. Those clients for whom Capital Guardian provides investment management services, regular reports will be furnished monthly

Item 12A & 12B

BEST EXECUTION

Factors that Capital Guardian considers in recommending Pershing (or any other broker-dealer/custodian) to clients include historical relationship with Capital Guardian, financial strength, reputation, execution capabilities, pricing, research and service. Although the commissions and/or transaction fees paid by clients shall comply with Capital Guardian's duty to obtain best execution, a client may pay a commission that is higher than another broker-dealer might charge to effect the same transaction where Capital Guardian determines, in good faith, that the commission/transaction fee is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of broker-dealer services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Capital Guardian will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, Capital Guardian's investment management fee. Capital Guardian's best execution responsibility is qualified if securities that it purchases for client accounts are no-load mutual funds that trade at net asset value as determined at the daily market close.

PRINCIPAL TRADES

Over-the-Counter (OTC) securities transactions are generally effected on an agency basis, which involve the services of two separate broker-dealer's capacities: (1) a dealer (principal) acting as a market maker; and (2) a broker-dealer acting as agent for the account. Dealers executing principal transactions include a markup or markdown which is included in the bid or offered price of the security. In addition to the dealer markup/down, the client may also incur a transaction fee imposed by the executing broker-dealer. Capital Guardian does not receive any portion of the dealer markup/down or the transaction fee.

AGGREGATION, ALLOCATION

Transactions for each client account generally will be effected independently, unless Capital Guardian, its independent manager, custodian or select broker decide to purchase or sell the same securities for several clients at approximately the same time. Capital Guardian or its agent may (but is not required to) combine or "batch" such order to obtain "best execution", to negotiate more favorable commission rates or to allocate equitably among clients using an average cost basis. Under this procedure, transactions will be averaged as to price and allocated among client accounts in proportion to the purchase or sale orders executed for clients on any given day. To the extent that Capital Guardian determines to aggregate client orders for the purchase or sale of securities, including securities in which associated persons of Capital Guardian may invest, Capital Guardian shall do so in accordance with the parameters set forth in SEC No-Action Letter, SMH Capital, Inc. Capital Guardian shall not receive any additional compensation or remuneration as a result of such aggregation.

The client may direct the Capital Guardian to use a particular broker-dealer (subject to Capital Guardian's right to decline and/or terminate the engagement) to execute some or all transactions for the client's account(s). In such event, the client will negotiate terms and arrangements for the account with that broker-dealer, and Capital Guardian will not seek better execution services or prices from other broker-dealers or be able to aggregate orders for other such broker-dealers with those of other accounts managed by Capital Guardian. As a result, the client may obtain less favorable prices than would otherwise be the case which the client correspondingly acknowledges by directing transactions to a specific broker-dealer.

In the event that the transactions for a client's accounts are effected through a broker-dealer that refers investment management clients to the Capital Guardian, there exists the potential for conflict of interest if the accounts incur higher commission or transaction costs than the accounts would otherwise have incurred had the client determined to effect account transactions through alternative clearing arrangements that may have been available through Capital Guardian.

Item 13

Capital Guardian may periodically recommend and refer transactions and/or accounts to unaffiliated money-managers or investment advisors at the client's request. Through this arrangement, the client will then enter into an advisory agreement with the third party money manager authorizing them to assist and advise the client in establishing investment objectives and developing an investment strategy to meet those objectives by identifying appropriate investments and monitoring the foregoing. In consideration for such, the third party money manager will receive an investment advisory management fee, billed quarterly in advance/arrears, based on the account asset value at the time the account is established. Capital Guardian will receive a portion of the investment advisory management fee for the solicitation and referral of the client to the third party money manager, and may assist the client in completing the client questionnaire and account operating paperwork. Capital Guardian may also assist in the development of the initial policy recommendations and managing the ongoing client relationship.

PRIVACY POLICY

Capital Guardian does not disclose the non-public personal information collected about its clients to anyone except to facilitate our business relationship, and then only to those persons necessary to effect the transactions and provide the services that the client authorizes (i.e. broker-dealers, investment managers, custodians) or as otherwise provided by law.

PROXY VOTING POLICY

Capital Guardian does not vote client proxies. Therefore, Capital Guardian's clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets. Capital Guardian and/or the client shall correspondingly instruct each custodian of the assets to forward to the client copies of all proxies and shareholder communications relating to client's investment assets.

BUSINESS CONTINUITY PLAN

A copy of Capital Guardian's Business Continuity Plan Disclosure Document will be provided to the client at the time of account opening as well as when material changes to the plan occur. A copy of this document may be obtained at any time upon request.