

DISCLOSURE BROCHURE

PREPARED IN COMPLIANCE WITH
THE INVESTMENT ADVISERS ACT OF 1940 RULE 204-3(A)



registered investment advisor

WEALTH DESIGN
CONSULTING LLC

505 South 3rd Street
Suite 200
Laramie, Wyoming
82070

Tel: 307.745.6257
Fax: 307.745.6120

cookd@cookandassociatespc.com

This Disclosure Brochure provides information about the qualifications and business practices of Wealth Design Consulting, LLC, which should be considered before becoming a client. Please contact Mr. Dennis C. Cook, Esq. if you have any questions about the contents of this brochure.

The information contained in this Disclosure Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any State Securities Administrator.

BROCHURE
DATED
1
JANUARY
2011

TABLE

C O N T E N T S

Executive Summary	3
Mission Statement	3
Business Focus	3
Financial Planning.....	4
Financial Planning Composition	4
Methodology	5
Preparing the Financial Plan	5
Financial Planning Fees & Termination	6
Investment Services.....	8
Selecting Portfolio Managers	8
Protocols for Investment Services	9
Qualifications Responsibilities.....	11
Business Qualifications	11
Account Responsibility	11
Education & Business Standards	12
Analysis, Sources of Information, & Investment Strategies	12
Other Business Activities	12
Conflicting Interests	13
Client Transactions	13
Investment or Brokerage Discretion	14
Additional Compensation	14

Material Changes

There are no material changes to report. This Disclosure Brochure has been reviewed and is current as of the date indicated on the cover.

EXECUTIVE

S U M M A R Y

Mission Statement

The mission of Wealth Design Consulting, LLC is to provide clients with comprehensive long-term solutions for their financial and related personal needs by providing objective and expert advice on the complex financial options available in today's global economic environment. This is accomplished by assisting clients manage time horizons, volatility, and risk through the implementation of investment strategies and designed financial planning disciplines exclusive to each client to meet his, her or their planning goals.

Business Focus

Wealth Design Consulting, LLC, (hereinafter referred to as "the Company", "we", "us" and "our") is a registered investment advisor¹ engaged in the business of assisting clients to implement fiscally responsible practices that are tailored to address their monetary needs and goals for today, tomorrow, and in the future. Our financial planning and investment counsel are directed to the needs and goals of high net worth individuals and their families, affluent business owners, and entrepreneurs that have come to expect professional and quality service.

A client's economic health and well-being is impacted by four primary sectors in their financial life. Each sector is sensitively linked; if the balance of these sectors is weighted too heavily in one direction, then the impending results might adversely affect the client. Therefore, what we seek to do is examine a client's total financial situation to determine how any financial advice might impact the stability of these sectors, and then advise the client based on the scenario most likely to prevent such imbalances from occurring. Consequently, the complex investment alternatives available to the client are then reduced to those investment options best suited to maintain the desired balance.

These four sectors are:

- ❖ **Income** – Employment, investment income, windfall/inheritance, social security, and pension income.
- ❖ **Household Expenses** – Housing, utilities, transportation, insurance, education, debt repayment, and other expenses including entertainment.
- ❖ **Assets** – Real estate, investments, other tangible property, and intangible property.
- ❖ **Liabilities** – Mortgage, credit card, automobile, personal business debt, and unsecured debt.

¹ The term "Registered Investment Advisor" is not intended to imply Wealth Design Consulting, LLC has attained a certain level of skill or training. It is used strictly to reference the fact that we are "Registered" as an "Investment Advisor" with the United States Securities and Exchange Commission – and with such other regulatory agencies that may have limited regulatory jurisdiction over our business practices.

FINANCIAL

PLANNING

Successful financial planning is achieved by starting with a clear picture of a client's financial needs, objectives and goals. The financial plans we develop for clients helps us eliminate much of the guesswork in achieving the financial security and independence the client desires by simplifying these financial alternatives. For the client, such quality time invested by the Company on the front-end solves problems, eliminates future concerns and cultivates peace of mind.

Financial Planning Composition

Financial planning is an evaluation of the investment and financial options available to a client based upon their defined economic criteria. Planning includes: (i) attempting to make optimal decisions; (ii) projecting the consequences of these decisions for the client in the form of a financial plan – a working blueprint; (iii) implementing the protocol to achieve the objectives of the plan; and then, (iv) comparing future performance against the working blueprint.

A financial plan can be comprehensive – reviewing every aspect of a client's financial holding; or, segmented – review, analysis and evaluation of a core area of financial need. In general, financial planning encompasses one or more of the following areas of concern:

- ❖ **Personal** – Family records, budgeting, personal liability, estate planning information and financial goals.
- ❖ **Education** – Education IRAs, financial aid, and state savings plans including 529 plans, grants and general assistance in preparing to meet continuing educational needs of children and grandchildren through development of an education plan.
- ❖ **Taxes & Cash Flow** – Understanding the impact of various investments on a client's current income tax and future income and estate tax liability.
- ❖ **Death & Disability** – Cash needs at death, income needs of surviving dependents, estate planning and income analysis.
- ❖ **Estate** – Reviewing estate planning documents, including wills and trusts, to determine if a client should need the assistance of an estate planning attorney (performed by an affiliated law practice, Cook and Associates, PC or by another law firm of the client's choice). Reviewing powers of attorney, nursing home and assisted living agreements, living trusts, and Medicare/Medicaid benefits.
- ❖ **Retirement** – Analysis of current strategies and investment plans to help you achieve your retirement goals.
- ❖ **Investments** – Analysis of investment alternatives and their effect on a client's investment portfolio(s), including a risk and return analysis. Assessment of a client's risk tolerance profile.
- ❖ **Insurance** – Review of existing policies to ensure proper coverage for life, health, disability, long-term care, liability, home and automobile.

Methodology

Our financial planning methodology follows the six (6) steps specified in the Financial Planning Practice Standards established by the Certified Financial Planning Board.

1. Establishing and defining the client-planner relationship.
2. Gathering client data identifying both financial and personal goals and objectives.
3. Analyzing and evaluating the client's financial status.
4. Developing and presenting financial planning recommendations and/or alternatives.
5. Implementing the financial planning recommendations.
6. Monitoring the financial planning recommendations.

These standards build on serving the complete financial need of the client by implementing specific measures to solve problems and establish financial objectives that are in the best interest of the client.

Preparing the Financial Plan

The Company prepares the financial plan in four (4) phases. These phases are defined as follows:

Phase I – Evaluate

Through the detailed assessment process, the Company learns about the client and what the client wants to achieve. This is accomplished through personal interviews and profile questionnaires², which are designed to address all of the financial planning disciplines discussed above. The client has the opportunity to prioritize their objectives and to remove from the process any areas that are not applicable to their circumstances.

The time we invest in the detailed assessment process to listen and cater to the client's desires is critical for developing a strong financial planning foundation. Such time helps to:

- ❖ Define and narrow the client's objectives and investment options;
- ❖ Stimulate creative thinking;
- ❖ Identify areas of greatest concern;
- ❖ Create a unique picture of the client's overall financial personality; and,
- ❖ Provide an effective and efficient way for us to address each client's unique financial needs and objectives.

After the interview process, we will prepare an agenda and conduct a meeting with the client to begin formally documenting their goals and objectives. From this meeting, we will draft a report documenting the financial planning process disciplines, which the client wishes to address, and detailing the specific objectives under each discipline. Redrafting and meetings can be repeated until the client is completely satisfied with the report. Depending upon the

² The profile questionnaires used by the Company are important tools in gathering information about the client's investment methodology, risk tolerance, income/tax bracket, liquidity, time horizons, etc.... If the client elects not to answer the questionnaires or chooses to respond with limited input, it is possible that we could operate in a handicapped capacity. Therefore, if the client desires the most effective and accurate recommendations, they will make every effort to provide us with detailed personal needs and objectives, along with detailed financial and tax information.

engagement, different levels of financial reporting will be undertaken. At a minimum, a statement of financial position, designed for financial planning use only, will be prepared.

Phase II – Integrate

We define the financial plan as a series of blueprints designed to take the client from where they currently are financially, to where they want to be financially. This is the creative portion of the process. There are usually many different ways to accomplish a given goal. The objective, however, is to formulate a plan that the client will be comfortable executing. In some cases, the drafting of the plan reveals the need for us to help the client reconcile the gap between their expectations and their financial realities. Once a viable plan has been drafted, it is presented to and reviewed with the client. The draft and review process may be repeated until the client is satisfied with the financial plan.

Phase III – Formulate

A financial plan is of limited value if it is not put into action. Accordingly, we place a premium on implementing³ and monitoring the plan. The implementation schedule provides the client with a list of tasks and deadlines designed to ensure that the plan is put into action. The following are some examples of implementation: (i) drafting of appropriate estate documents (performed by an affiliated law practice, Cook and Associates, PC or by another law firm of the client's choice); (ii) purchase of various insurance policies; (iii) investment advisory services, including preparation of a Investment Policy Statement and Client Profile and asset allocation strategy (performed by the Company, or another investment adviser/broker-dealer of the client's choice); (iv) adoption of a personal budget; and, (v) income tax planning (prepared by a CPA).

Phase IV – Delegate

Once the plan has been built and the recommendations have been implemented it is critical that these recommendations be monitored on a continuing basis to assure that they remain consistent with the Investment Policy Statement. This process requires periodic rebalancing of the portfolio to assure that our client's original objectives are maintained. Continued monitoring of established personal budgets and the continued effects of taxation on the plan are assessed regularly and continually for clients who have taken advantage of our Annual Retainer Agreement.

Financial Planning Fees & Termination

The Company's financial planning fees will be based on the size, complexity, and nature of each client's personal and financial situation and the amount of time it will take to analyze and summarize the plan and perform the services desired by the client for the year.

Comprehensive

All comprehensive financial planning services are offered on a fixed fee basis and will not exceed \$20,000.00 for the initial engagement. Such fee will be fully disclosed up-front in a

³ Implementing the recommendations made in a financial plan often requires consultation or coordination with one or more outside professionals (e.g.: attorneys, CPAs, insurance and securities representatives). All information provided by and received from the client will be kept entirely confidential, not only by the Company, but by the outside professionals as well. Such information will be disclosed to third parties only with mutual consent or as may be permitted or required by law.



Financial Planning Contract ("Agreement"), which will include the cost⁴ to review the client's financial information and prepare the comprehensive financial plan. The entire fee will be due at the time the Agreement is signed.

Targeted

If a client desires only targeted financial planning – review, analysis and evaluation of a core area of financial need – the fee will be billed at a rate not to exceed \$195 per hour⁵. All fees will be completely itemized in a billing statement to the client, or as otherwise predetermined in a proposal, engagement letter and/or by retainer.

Annual Retainer Agreement

Material changes in a client's personal circumstances, the general economy, or tax law changes are some of the reasons why the recommendations made in a financial plan should be reviewed periodically and possibly adjusted. It is also important to note, that a client's risk profile changes over time. We strongly suggest that the overall financial plan be reviewed not less than on an annual basis.

If a client elects an Annual Retainer Agreement, we will notify the client of the annual cost to perform the desired work at the beginning of each year. Such retainer fee will be equal to one-half of the comprehensive financial planning fee we originally charged and billed on a quarterly basis to the client.

Termination of Financial Planning Services

Clients will have five (5) full business days to terminate the Agreement. Should a client wish to terminate the Agreement after such time period and before presentation of the financial plan, we will be compensated through the date of termination for time spent in design of the financial plan at the hourly rate agreed to by both parties in the Agreement. After the financial plan has been completed and presented to the client, termination of the Agreement is no longer an option.

Targeted financial planning can be terminated at any time. The Company will bill the client for any services rendered from the date of the last bill up to the date of termination at the agreed upon hourly rate.

⁴ Rarely will a fee exceed those costs outlined in the Agreement. However, there can be instances where we did not contract with the client to perform a particular task and therefore merit notifying the client of the additional cost prior to beginning such services.

⁵ For a Targeted Financial Plan, the Company requires a minimum of four hours consultation to address any personal and financial needs of the client.

INVESTMENT

S E R V I C E S

Our investment services focus on selecting independent third-party money managers (“Portfolio Managers”) to manage the designed investment strategy we have developed for the client in their Investment Policy Statement – we do not directly manage the client’s account. Our investment strategies will typically fall into one, or a combination of, the following investment styles:

- ❖ **Capital Appreciation** – Strategies designed to take advantage of the current economic environment and to offer enhanced equity growth and income performance.
- ❖ **Capital Preservation** – Strategies designed to produce consistent, stable investment returns that do not fluctuate so aggressively with daily changes in the financial markets.
- ❖ **Capital Conservation** – Strategies designed to eliminate or minimize the effect of federal gift and estate taxes as well as generation skipping transfer taxes while offering preservation of capital and transfer to beneficiaries in a manner that is consistent with the goals of the client.

Selecting Portfolio Managers

Once we have determined the appropriate investment strategy, we will select a Portfolio Manager that best matches the client’s investment criteria. The Portfolio Manager, under our direction, will then implement the investment management and asset allocation. These Portfolio Managers will have little or no direct client contact, relying instead on our pre-qualification as directed through the Investment Policy Statement.

Monitoring Services

Our monitoring services will include performing a qualifying analysis to determine the suitability of the selected Portfolio Manager, as well as performing certain professional, administrative and clerical duties prior to opening an account with a particular Portfolio Manager.

Once the account has been established, we will continuously evaluate the performance of the Portfolio Manager based on the client’s Investment Policy Statement. Although we are not involved in any way in the management of these assets managed by a Portfolio Manager, we will however supervise the client’s portfolio and will make recommendations regarding the Portfolio Manager as market factors and the client’s needs dictate.

Portfolio Managers Fee Structure

The Portfolio Managers who will be used to manage the client’s accounts will disclose their fee for management services in their Disclosure Brochure (the Portfolio Manager’s Schedule H and/or ADV Part II), which we will provide the client prior to opening an account. Such fees that will be charged to the client’s account will include:



1. The Portfolio Managers management fee;
2. Our monitoring fee (not to exceed 1.00%), charged separate by us to your account, or included with the Portfolio Manager's management fee and the Portfolio Manager pays our monitoring fee; and,
3. Trading commissions and/or account charges, depending on if the Portfolio Manager is "wrapping" all the fees, which may be imposed by the custodian or broker/dealer used to custody the accounts.

The Portfolio Manager's Disclosure Brochure contains all pertinent disclosures relating to their management services and the fee structure for such services – clients are encouraged to carefully review these disclosures.

Protocols for Investment Services

The following protocols establish how we handle our investment services accounts and what clients should expect when it comes to: (i) billing; (ii) other fees charged to their account(s); and, (iii) termination.

Non-Discretion

We do not have discretionary authority on any client account since we do not directly manage the assets. However, the Portfolio Managers do establish trading authority to execute securities transactions at anytime without the consent or advice of the client, per the agreed upon authority contained in the Investment Policy Statement.

Billing

The Company will be compensated by the Portfolio Manager on an ongoing fee basis for client qualification and personal advisory services. As each Portfolio Manager has its own fee schedule, full disclosure of fees, refunds and termination provisions will be provided at the time of selection of the Portfolio Manager.

For those Portfolio Managers that wrap their fees with transaction fees generated from securities transactions under a "Wrap Fee" arrangement, the Company will provide client with a copy of the Portfolio Manager's Schedule H and/or ADV Part II prior to opening any account(s). The Schedule H and ADV Part II will provide all pertinent disclosures relating to these portfolio managed service accounts.

Fee Exclusions

Management fees earned by the Portfolio Manager are exclusive of any account charges imposed by the custodial firm (unless the custodial firm account charges have been pre-negotiated under a Wrap Fee Program). Those custodial firm charges can include: (i) any Exchange/SEC fees; (ii) service or account charges, including, debit balances or postage/handling fees; and/or, (iii) transaction charges by the custodial firm for securities transactions.

In addition, the Portfolio Manager's management fee is separate from any fees and expenses charged to shareholders of mutual fund shares by the investment company or by the investment advisor managing the mutual fund portfolios. These expenses generally include management fees and various fund expense, such as: 12b-1 fees and contingent deferred



sales charges. A complete explanation of these expenses charged by the mutual funds is contained in each mutual fund's prospectus. Clients are encouraged to carefully read the fund prospectus.

Termination Provisions for Investment Services

Clients have up to five (5) full business days after entering into an Investment Advisory Agreement in which to cancel our investment services and not incur any management fee costs (custodial fees may still apply). In the event that termination occurs after the five (5) day waiting period, the client will be entitled to a prorated refund of the prepaid quarterly management fee based upon the number of days remaining in the quarter after the termination notice goes into affect.

To terminate investment advisory services, either party (the client or the Company) by written notification to the other party, may terminate the Investment Advisory Agreement at any time, provided such written notification is received at least 30 days prior to the end of the calendar quarter. Such notification should include any final instructions on the account (i.e., liquidate the account, finalize all transactions and/or cease all investment activity). Once the termination of investment advisory services has been implemented, neither party has any obligation to the other – the Company no longer earns management fees or gives investment advice and the client is responsible for making their own investment decisions.

QUALIFICATIONS

RESPONSIBILITIES

Business Qualifications

Mr. Dennis C. Cook is responsible for the leadership and direction of the Company as well as ensuring the investment activities are being performed to the expectations of the clients.

Mr. Cook has over twenty-five years of legal experience. For the past eleven years Mr. Cook has been providing personal planning law (i.e., estate, business, business succession, Medicaid, retirement, and wealth planning). His qualifications and experience are listed below:

Dennis C. Cook, Esq.

Date of Birth: April 18, 1949

- Education:** University of Wyoming – B.S. – Mechanical Engineering
University of Wyoming – J.D. Law
Wyoming and Colorado State Bar – Licensed Attorney
FINRA Exams: Series 6, 63 & 65
- Business:** 07/2004 – Present Wealth Design Consulting, LLC
Position: Managing Partner
10/2000 – 12/2006 Valmark Advisors
Position: Registered Representative/Advisor
05/1993 – Present Cook and Associates, PC
Position: President and Senior Attorney
06/1983 – 05/1993 Wyoming Attorney General's Office
Position: Senior Assistant Attorney General

Account Responsibility

Each account is reviewed on an ongoing basis to ensure that the client's needs and objectives are being met. All accounts are reviewed in the context of the clients stated investment objectives and guidelines. Any adjustments made to the clients predefined guidelines are dictated by their Investment Policy Statement. Cash needs will be adjusted as necessary.

Clients will receive at least quarterly statements from the brokerage firm where their accounts are custodied. Each statement will summarize the specific investments currently held the value of the client's portfolio and account transactions.

It is highly recommended that all financial plans be reviewed at least annually. Material changes in the client's personal circumstances, the general economy, or tax law changes can trigger more frequent reviews. However, it is the clients responsibility to communicate these changes to the Company so that the appropriate adjustments can be made.

Education & Business Standards

Any Investment Advisory Representatives retained by the Company will be required to have earned a four-year undergraduate degree or the equivalent and suitable experience in fields directly related to investments and financial planning, as well as the required examinations and qualifications to act as such.

Analysis, Sources of Information & Investment Strategies

Methods of Analysis

In analyzing stock and bond investments, the Company will use a fundamental and technical approach to gathering information. Such analysis considers: economic conditions, earnings, cash flow, book value projections, industry outlook, politics (as it relates to investments), historical data, price-earnings ratios, dividends, general level of interest rates, company management, debt ratios and tax benefits to guide the Company in its allocation decisions.

Sources of Information

The Company relies on numerous financial publications as well as independent research sources for information. Other sources may include, but are not limited to, domestic, international and governmental newspapers, bulletins, magazines, books and other professional subscription services. On occasion, we will use material prepared by investment companies and research releases prepared by other research companies.

Investment Strategies

The Company generally recommends long-term investment strategies requiring a minimum of a five to ten year time horizon and holding period.

Other Business Activities

Mr. Dennis C. Cook, Esq., devotes approximately 80% of his time to duties other than giving investment advice. Mr. Cook is a practicing attorney in the State of Wyoming and the State of Colorado. As an attorney, Mr. Cook focuses his practice in areas of personal planning law (i.e., estate, business, business succession, Medicaid, retirement, and wealth planning). His activities as an attorney should not interfere with the overall investment advisory practices of the Company and present any inherent risks to advisory clients. However, if any conflicts of interest should arise, they will be fully disclosed to the client prior to executing any transactions.

In addition, Mr. Cook does not provide legal services through the Company and therefore any conversation or consultations with Mr. Cook or other relationships created through the Company are not considered to be an attorney-client relationship and no attorney-client privileges exist.

CONFLICTING

INTERESTS

Client Transactions

The Company has a fiduciary duty to ensure that the client's welfare is not subordinated to any interests of the Company or any of its personnel. The following disclosures are internal guidelines we have adopted to assist us in protecting all of our clientele.

Participation or Interests

It is against Company policies for Mr. Dennis C. Cook, or any future owners, officers, or employees to invest with a client or with a group of clients, or to advise a client or a group of clients to invest in a private business interest or other non-marketable investment unless prior approval has been granted by Mr. Cook, and such investment is not in violation of any SEC and/or State rules and regulations.

Mr. Cook is permitted to personally invest his own monies in stocks (OTC and Listed), bonds, investment company products and other publicly traded securities, which may also be, from time to time, recommended to clients. Such investment purchases are independent of, and are not connected in any way to, investment decisions made on behalf of the Company's clients. Personal trading activities conducted by the Company's officers, directors and employees are monitored by Mr. Cook to ensure that such activities do not impact upon client security or create conflicts of interest.

Insider Trading Activities

The Company is in compliance with the Insider Trading and Securities Fraud Enforcement Act of 1988. The Company does not share any non-public information with anyone who does not need to know.

Code of Ethics

As a fiduciary, the Company has an affirmative duty to render continuous, unbiased investment advice, and at all times act in the clients' best interest. To maintain this ethical responsibility to clients, the Company has adopted a Code of Ethics that establishes the fundamental principles of conduct and professionalism expected by all personnel in discharging their duties. This Code is a value-laden guide committing such persons to uphold the highest ethical standards, rooted in the most elementary maxim, "Do the right thing!" The Company's Code of Ethics is designed to deter inappropriate behavior and heighten awareness as to what is right, fair, just and good by promoting:

- ❖ Honest and ethical conduct.
- ❖ Full, fair and accurate disclosure.
- ❖ Compliance with applicable rules and regulations.
- ❖ Reporting of any violation of the Code.
- ❖ Accountability.



To help clients understand the Company's ethical culture and standards, how the Company controls sensitive information and what steps have been taken to prevent personnel from abusing their inside position, a copy of the Company's Code of Ethics is available for review upon request.

Proxy Voting

The Company is hereby expressly precluded from voting proxies. Clients understand and agree that the client retains the right to vote all proxies, which are solicited for securities held in the managed accounts. Any proxy solicitations received at the Company's place of business will be immediately forwarded to the client for their evaluation and decision.

Investment or Brokerage Discretion

Selection of Portfolio Managers

Due diligence by the Company will determine Portfolio Managers which the client may choose to have manage their accounts. The Company will assist the client in determining which will provide the most effective financial growth based upon client's stated objectives in the client's Investment Policy Statement.

While the Company has exercised its best efforts in combining investment performance with the cost of such services offered by the Portfolio Managers, the Company does not specify that the Portfolio Managers to which it refers its clients have the highest performance or lowest costs. Accordingly, the client's selection of such Portfolio Managers will be limited to those offered by the Company. Therefore, it is possible that the client might be able to contract for similar services elsewhere or separately, with higher performance at lower costs.

Additional Compensation

Financial & Estate Planning Economic Benefits & Conflicts

Clients are cautioned to consider their options carefully when the Company and its Investment Advisor Representatives ("RA") suggests the need for outside consultations and coordination (e.g.: attorneys, CPAs, insurance and securities representatives) to implement certain aspects of financial planning services.

Even though the Company is a fee-only investment advisor who does not earn commissions for the sale or implementation of any financial products, nor share in any fees earned by attorneys or CPAs when implementing an estate or tax plan, those entities to which the Company refers business can. As a result, this creates incentive on the part of the Company and the RA to refer client business to only those entities that in turn refer potential clients to the Company. This can eliminate the possibility for the client to be referred to someone who may provide better services at lower cost. Consequently, the objectivity of the advice rendered by the Company could therefore be subjective and disadvantage the client.

Therefore, to ensure clients understand the full relationship of the Company to any related parties that the Company may refer business, as well as the choices and risks clients have in receiving investment and financial planning services, the following disclosures are provided:

- ❖ Clients may choose any broker-dealer to execute his/her securities transactions.
- ❖ Investments involve risk and some investment decisions will result in losses. Clients understand that the Company cannot guarantee that their investment objectives will be achieved by working with us or any Portfolio Manager.
- ❖ Clients are under no obligation to have any related parties that the Company recommends prepare planning documents (*i.e.*, estate, insurance, tax, etc...). Clients are free to choose those entities to implement the recommendations made in the financial or estate plan.
- ❖ Clients understand that Mr. Cook, or any other attorney affiliated with the Company, does not offer legal advice through the Company and therefore any conversation or consultations with such attorneys or other relationships created through the Company are **not considered to be an attorney-client relationship and no attorney-client privileges exist.**
- ❖ The related parties that the Company will have perform certain aspects of the financial or estate planning services for the client will be registered representatives of a broker/dealer and/or licensed representatives of insurance companies – they will receive the normal commissions associated with such transactions.
- ❖ The Company is a “fee-only” investment advisory firm – no officer, director, or employee will receive commissions associated with the recommendations made from a comprehensive or targeted financial plan.
- ❖ The Company does not receive any economic benefit from referring clients to another professional without first notifying the client of such possibilities. The Company acts completely in a fiduciary capacity – **the interests of the client are first and foremost.**

Notwithstanding such potential conflicts of interest, the Company strives to serve the best interest of the client; as well as, ensuring such disclosure is being properly made to clients in compliance with the Investment Advisor Act of 1940, Rule 275.206.

Referral Compensation

The Company may directly compensate persons for client referrals, provided that those persons are qualified and have entered a solicitation agreement with the Company. Under such arrangements, the client will be provided full disclosure of the compensation paid to the solicitor and whether such referral will result in higher management fees.

END OF THE DISCLOSURE BROCHURE