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WRAP Fee Program Brochure

Part 2A Appendix 1 of Form ADV

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This WRAP fee brochure provides information about the qualifications and business practices of WRP Investments Inc., a federally registered investment advisor. All information contained within this brochure should be considered before becoming a client of WRP Investments, Inc. Registration does not imply a certain level of skill or training. If you have any questions about the contents of this brochure, please feel free to contact your investment advisor representative, or you may also contact WRP Investments at 1-800-589-2023. 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 WRP Investments, Inc. is also available on the United States Securities and Exchange Commission's website at www.adviserinfo.sec.gov.

[Item 2] Material Changes

- A.) The purpose of this item is to disclose only the material changes since the last annual update of the WRP Investments, Inc. WRAP Fee Program Brochure which was dated March, 31 2011.

This filing provides additional disclosure of the custodial relationship between WRP Investments, Inc (Registrant) and TD Ameritrade Institutional (TD Ameritrade) from page 3 to page 15 within Item 4 “Services, Fees, and Compensation” and page 22 within Item 9 “Additional Information”. The Registrant has entered into a custodial relationship for TD Ameritrade to provide custody and clearing services for the Registrant’s General Securities and Mutual Fund Advisory Accounts. This relationship is in addition to the custodial relationship already in place between the Registrant and National Financial Services (NFS), and does not replace the relationship between the Registrant and NFS.

This filing also provides additional disclosure of the solicitation relationship between the Registrant and Odell & Critchley, P.C. on page 22 within Item 9 “Additional Information”. The Registrant has entered into a solicitor’s agreement for Odell & Critchley P.C. to solicit its clients to the Registrant in exchange for a referral fee in accordance with rule 206 (4)-3 of the Investment Advisors Act of 1940.

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[Item 4] Services, Fees, and Compensation

A.) Introduction

WRP Investments, Inc. (“Registrant”) offers three types of fee-based accounts, a General Securities Account, a Mutual Fund Account, and a Monitoring Service. The Registrant may also offer a General Securities Account through a tri-party platform known as Managed Account Solutions (MAS). A broker-dealer Registered Representative of the Registrant will act in an investment advisor representative (“IAR”) capacity to assist clients in developing investment portfolios tailored to meet their specific investment objectives. The Registrant also provides brokerage services for the General Securities Accounts and the Mutual Fund Accounts.

The General Securities Account offers suitable clients a comprehensive investment program with unlimited trading in individual stocks, bonds, mutual funds and other securities for an all-inclusive fee. In most cases the inclusive fee covers asset management and brokerage activities, and therefore there are usually no separate transaction fees or commissions imposed on the account.

The Mutual Fund Account offers suitable clients a long-term approach to investing through mutual fund investments, for an all-inclusive fee. The fee covers asset management and brokerage activities, and typically no separate transaction fees or commissions are imposed by the Registrant.

The Monitoring Service offers suitable clients an investment program in which clients receive investment management services including fund allocation for assets under separate custody agreements including variable insurance contracts, directly held mutual funds, and custodians other than the Registrant’s brokerage custodian.

There may be instances when the Registrant and the IAR negotiates with the client to reduce the management fee and charge the transaction costs to the clients account as a separate charge on the General Securities Account and the Mutual Fund Account.

Potential investors in the General Securities Account, Mutual Fund Account, or Monitoring Service should read this brochure carefully. The Registrant believes that professional money management can be beneficial to many clients, however there is no guaranty that the objectives of any clients will be achieved.

1.) General Securities WRAP Account

a. General Information:

The General Securities Account is intended to offer suitable clients a long-term growth approach to investment management based upon their individual investment goals and objectives. The account provides asset allocation, brokerage, portfolio supervision, consolidated reporting and periodic recommendations to clients. The investment adviser representative (the “IAR”) of the Registrant has an initial consultation with a potential client during which such potential client completes a client profile describing his financial means and objectives. Upon review of the client profile and a determination of suitability, the client, the IAR and the Registrant enter into an Asset Management Agreement pursuant to which the client opens an advisory and brokerage account with the Registrant. The IAR will manage the assets in the account by purchasing and selling securities and other investments. All transactions in the account will be executed at the client’s direction but with limited discretion providing authorization for IAR to purchase, sell, or exchange at the time and price deemed

appropriate. Client will continue to be involved in the selection and amount or allocation of the securities. If the client has executed a full discretionary trading authorization form, the IAR will trade in the account on a full discretionary basis.

On behalf of the client, the IAR may purchase and sell individual stocks, bonds, no-load mutual funds, closed-end funds, certificates of deposit, money market instruments, ETFs, and no-load variable annuities in the account, as well as front-end load-waived, REITs, and unit investment trusts at net asset value. The Registrant will ordinarily act as broker for transactions and will process all transactions through National Financial Services LLC ("NFS"). NFS serves as a clearing broker for the Registrant and as the custodian for the accounts. The Registrant also provides access to clearing and custody services for the Client account through TD Ameritrade Institutional (TD Ameritrade). The Registrant will usually not impose separate commissions or transaction charges on the account; however, to the extent that the Registrant and the IAR are required to execute transactions through an unaffiliated broker-dealer, the account will be charged separate commissions or transactions charges by such unaffiliated broker-dealer or if a reduced fee is agreed upon at which time the account may be charged separate commissions or transaction charges. The Registrant and the IAR may be required to execute transactions through an unaffiliated broker-dealer to comply with fiduciary duties, such as best price and execution, and otherwise as required by law.

b. Minimum Account Size:

The minimum account size for the General Securities Account is \$100,000 subject to the Registrant's right to accept smaller accounts, at its sole discretion. If the market value of the account falls below the minimum during the term of the agreement, the Registrant has the right to require that additional monies or securities be deposited into the account to bring it up to the minimum, to close the account and charge an early termination fee, or to charge a maintenance fee.

c. Services:

Asset Management and Investment Advice:

The Registrant and the IAR will provide asset management services that include an initial consultation with the IAR and the completion of a client profile to determine the client's circumstances and investment objectives. Based upon the consultation and client profile, the Registrant/IAR will manage the account by purchasing and selling securities and other investments. It is therefore important that the client provides accurate and complete information in the client profile, and failure to do so may affect the services provided. In addition, it is essential that the client promptly inform the Registrant/IAR of material changes to his or her financial circumstances or investment objectives to allow the adviser to manage the account appropriately. At least once per year the IAR and the client will discuss the client's investment objectives and financial requirements.

Brokerage:

The inclusive fee covers transactions only when executed through the Registrant, and therefore transactions for the purchase or sale of securities and other investments ordinarily will be effected through the Registrant. There may be instances when transaction costs may be charged to the account in order to reduce the fee. Transactions will be executed through a broker or dealer other than the Registrant only when required by applicable law or when the Registrant/IAR reasonably believes in good faith that such other broker or dealer will provide better execution than would be the case if the transaction were executed through the Registrant.

Clearance and Custody:

Registrant has an arrangement with NFS and TD Ameritrade to provide clearance and custody services for accounts. Upon opening an account, the Registrant introduces the client to NFS or TD Ameritrade as clearing agent on a fully disclosed basis. NFS or TD Ameritrade will act as a sole custodian for all assets in the accounts and will perform all custodial functions, such as crediting of interest and dividends on account assets and other custodial functions customarily performed with respect to securities brokerage accounts, unless the client has appointed another custodian to perform all or part of such services pursuant to a separate custody agreement. Clients retain ownership of all cash, securities and other instruments in their accounts.

Reporting:

For each month in which there is activity in the account, or if there is no activity, on a quarterly basis, the client receives an account statement that includes a summary of transactions, an inventory of holdings, and other information. The client also receives a confirmation of each transaction executed in his or her account.

d. Program Fees:

Wrap Fee:

The client will be charged an inclusive “wrap” fee every calendar quarter. The maximum fees are set forth below, although the actual fee is negotiable and will be set forth in the client’s Agreement.

<u>Portfolio Value</u>	<u>Annual Fee</u>
\$ 100,000- 249,999	3.00 %
\$ 250,000- 499,999	2.50 %
\$ 500,000- 1,999,999	2.00 %
\$ 2,000,000 +	0.75 %

Through the execution of an addendum to the fee arrangement, the client may consent to a reduced fee schedule that would allow for the account related costs (including but not limited to: transaction charges, custody costs, account maintenance fees, etc.) to be debited from their account. The costs of these services may vary from time to time. Other than on-going mutual fund 12b-1 fees (if applicable), and the asset management fee, the IAR will not be compensated from the fees being charged to the client under this addendum.

The Registrant/IAR makes no representations or warranties concerning the tax implications concerning fees paid from qualified or IRA accounts or concerning authorization of debiting fees for one account from another. Client is advised to consult with their CPA or tax-preparer. The client should understand that in addition to the wrap fee paid by the client, certain individual investments such as exchange traded funds and/or mutual funds may also bear their own management fees and/or expenses.

Services Covered:

The wrap fee covers the asset management services provided by the Registrant/IAR as well as execution of trades through the Registrant, custody (if applicable) and clearance of funds and securities through the custodian, and other account related services provided by the Registrant/IAR. If custodial services are provided by a party other than or in addition to NFS or TD Ameritrade, the client is solely responsible for any fees or other charges due to such other custodian. There generally are no transaction charges or commissions charged by the Registrant to the client. The wrap fee is used to compensate the IAR (who is considered the portfolio manager) for asset management and investment advice provided to the client. The Registrant may retain a portion of the wrap fee,

generally up to 0.25% of the total portfolio value, which the Registrant shares with the custodian. The wrap fee does not cover transaction or other charges resulting from trading effected through other broker-dealers as necessary to comply with applicable law, debit balances or related margin interest or SEC fees or other fees or taxes required by law, or charges imposed by third parties for investments held in the account, such as contingent deferred sales charge on mutual funds purchased prior to their contribution to the account.

Payment:

The wrap fee is payable quarterly in advance and upon deposit of any funds or securities in the account. The first payment is due upon acceptance of the account by the Registrant and is based upon the opening value of the account. The first payment is prorated to cover the period from the date the account is opened through the end of that calendar quarter. Thereafter, the wrap fee is based upon the fair market value of the assets in the account on the last business day of the preceding calendar quarter, as calculated by the custodian, and is due the first business day of the then-current calendar quarter.

Additions and Withdrawals:

The client may take additions to and withdrawals from the account at any time, subject to the Registrant's right to terminate the account if it falls below the minimum required account size. If assets are deposited into the account after the inception of a quarter, the wrap fee payable with respect to such assets will be prorated based upon the number of days remaining in the quarter. Additions may be in cash or securities, provided that the Registrant/IAR reserves the right to decline to accept particular securities into a client's account. The client may withdraw assets from the account upon notice to the IAR, subject to the usual customary securities settlement procedures. No fee adjustment will be made for partial withdrawals within a billing period, subject to the Registrant's discretion. It is important for clients to recognize that the accounts are designed as long-term investment vehicles and the asset withdrawals may impair the achievement of a client's investment objectives.

Early Termination Fee:

If an account is closed after five business days, but within the first year, the client must pay \$500 to cover the administration costs of establishing the account. This fee will not be charged if no services were rendered or no trades were executed. The remainder of any pre-paid wrap fee will be refunded to the client in accordance with the agreement.

2.) Mutual Fund WRAP Account

a. General Information

The Mutual Fund Account is intended to offer suitable clients a long-term growth approach to investment management based upon their individual investment goals and objectives through investment in no-load and front-end load-waived mutual fund shares. The investment advisor representative ("IAR") of the Registrant has an initial consultation with a potential client during which such potential client completes a client profile describing his financial means and objectives. Upon review of the client profile and a determination of suitability, the client, the IAR and the Registrant enter into an Asset Management Agreement pursuant to which the client opens an advisory and brokerage account with the Registrant whereby the IAR will manage the assets in the account by purchasing and selling mutual fund shares in the account.

All transactions in the account will be executed at the client's direction but with limited discretion providing authorization for IAR to purchase, sell, or exchange at the time and price deemed appropriate. Client will continue to be involved in the selection and amount or allocation of the

securities. If the client has executed a full discretionary trading authorization form, the IAR will trade in the account on a full discretionary basis.

The Registrant will ordinarily act as a broker for transactions and will process all transactions through NFS. NFS serves as clearing broker for the Registrant and as the custodian for the accounts. The Registrant also provides access to clearing and custody services for the Client account through TD Ameritrade. The Registrant normally does not impose separate commissions or transaction charges on the account except for cases where the fee has been negotiated lower to not include transaction costs.

b. Minimum Account Size

The minimum account size for the Mutual Fund Account is \$25,000, subject to the Registrant's right to accept smaller accounts, in its sole discretion. If the market value of the account falls below the minimum during the term of the agreement, the Registrant has the right to require that additional monies or securities be deposited into the account to bring it up to the minimum, to close the account and charge an early termination fee, or to charge a maintenance fee.

c. Services

Asset Management and Investment Advice:

The Registrant and the IAR will provide asset management services that include an initial consultation with the IAR and the completion of a client profile to determine the client's circumstances and investment objectives. Based upon the consultation and client profile, the Registrant/IAR will manage the account by purchasing and selling no-load and front-end load waived mutual fund shares. It is therefore important that the client provides accurate and complete information in the client profile, and failure to do so may affect the services provided. In addition, it is essential that the client promptly inform the Registrant/IAR of material changes to his or her financial circumstances or investment objectives to allow the adviser to manage the account appropriately. At least once per year the IAR and the client will discuss the client's investment objectives and financial requirements.

Brokerage, Clearance and Custody:

The inclusive fee covers transactions only when executed through the Registrant, and therefore transactions for the purchase or sale of mutual fund shares will ordinarily be effected through the Registrant. The Registrant has an arrangement with NFS to provide clearance and custody services for accounts. The Registrant also provides access to clearing and custody services for the Client account through TD Ameritrade. Upon opening an account, the Registrant introduces the client to NFS or TD Ameritrade as clearing agent on a fully disclosed basis. NFS or TD Ameritrade will act as sole custodian for all assets in the accounts and perform all custodial functions, such as crediting of interest and dividends on account assets and other custodial functions customarily performed with respect to securities brokerage accounts, unless the client has appointed another custodian to perform all or part of such services pursuant to a separate custody agreement. Clients retain ownership of all cash, securities and other instruments in their accounts.

Reporting:

For each month in which there is activity in the account or, if there is no activity, on a quarterly basis, the client receives an account statement, which includes a summary of transactions, an inventory or holdings, and other information. The client also receives a confirmation of each transaction executed in his account.

d. Program Fees

WRAP Fee:

The client will be charged an inclusive fee every calendar quarter. The maximum fees are set forth below, although the actual fee is negotiable and will be set forth in the client's agreement.

<u>Portfolio Value</u>	<u>Annual Fee</u>
\$ 25,000-149,999	3.00%
\$ 150,000-499,999	2.50%
\$ 500,000-1,999,999	2.00%
\$ 2,000,000	0.25%

Through the execution of an addendum to the fee arrangement, client may consent to a reduced fee schedule that would allow for the account related costs (including but not limited to: transaction charges, custody costs, account maintenance fees, etc.) to be debited from their account. The costs of these services may vary from time to time. Other than on-going mutual fund 12b-1 fees (if applicable), and the asset management fee, the IAR will not be compensated from the fees being charged to the client under this addendum.

The Registrant/IAR makes no representations or warranties concerning the tax implications concerning fees paid from qualified or IRA accounts or concerning authorization of debiting fees for one account from another. Client is advised to consult with their CPA or tax-preparer.

Services Covered:

The inclusive fee covers the asset management services provided by the Registrant/IAR as well as execution of trades through the Registrant, custody (if applicable) and clearance of funds and securities through the custodian, and other account related services provided by the Registrant/IAR. If custodial services are provided by a party other than or in addition to NFS or TD Ameritrade, the client is solely responsible for any fees or other charges due to such other custodian. There may be transaction charges charged by the Registrant to the client, such charges will be charged at the cost incurred by the Registrant for acquiring the mutual fund. The inclusive fee is used to compensate the IAR (who is considered the portfolio manager) for asset management and investment advice provided to the client. The Registrant may retain a portion of the inclusive fee, generally up to .25% of the total portfolio value, which the Registrant shares with the custodian. The inclusive fee does not cover charges imposed by third parties for investments held in the account, such as contingent deferred sales charges on mutual funds purchased prior to their contribution to the account, debit balances or related margin interest or SEC fees or other fees or taxes required by law.

Payment:

The inclusive fee is payable quarterly in advance and upon deposit of any funds or securities in the account. The first payment is due upon acceptance of the account by the Registrant and is based upon the opening value of the account. The first payment is prorated to cover the period from the date the account is opened through the end of that calendar quarter. Thereafter, the fee is based upon the fair market value of the assets in the account on the last business day of the preceding calendar quarter, as calculated by NFS, and is due the first business day of the then-current calendar quarter.

Additions and Withdrawals:

The client may make additions to and withdrawals from the account at any time, subject to the Registrant's right to terminate the account if it falls below the minimum required account size. If assets are deposited into the account after the inception of a quarter, the inclusive fee with respect to such assets will be prorated based upon the number of days remaining in the quarter. Additions may

be in cash or securities, provided that the Registrant/IAR reserves the right to decline to accept particular securities into a client's account. The client may withdraw assets from the account upon notice to the IAR, subject to the usual and customary securities settlement procedures. No fee adjustment will be made for partial withdrawals within a billing period, to the discretion of the Registrant. It is important for clients to recognize that the accounts are designed as long-term investment vehicles and that asset withdrawals may impair the achievement of a client's investment objectives.

Early Termination Fee:

If an account is closed after five business days, but within the first year, the client must pay \$250 to cover the administration costs of establishing the account. This fee will not be charged if no services were rendered or no trades were executed. The remainder of any pre-paid fee will be refunded to the client in accordance with the agreement.

3.) Managed Account Solutions

a. General

The Managed Account Solutions platform is intended to offer suitable clients a long-term growth approach to investment management based upon their individual investment goals and objectives through investment in no-load and front-end load-waived mutual fund shares. It contains options similar to the General Securities Account through the "Representative as Portfolio Manager" platform on MAS. Other programs may apply to the MAS platform not related to the "Representative as Portfolio Manager" platform's General Securities Account. See the WRP Investments, Inc. "Form ADV Part II A for further details. The investment advisor representative ("IAR") of the Registrant has an initial consultation with a potential client during which such potential client completes a client profile describing his financial means and objectives. Upon review of the client profile and a determination of suitability, the client, the IAR, and the Registrant enter into a General Securities Asset Management Agreement – MAS pursuant to which the client opens an advisory and brokerage account with the Registrant whereby the IAR will manage the assets in the account by purchasing and selling mutual fund shares or general securities in the account.

All transactions in the account will be executed at the client's direction but with limited discretion providing authorization for IAR to purchase, sell, or exchange at the time and price deemed appropriate. Client will continue to be involved in the selection and amount or allocation of the securities. If the client has executed a full discretionary trading authorization form, the IAR will trade in the account on a full discretionary basis.

The Registrant will ordinarily act as a broker for transactions and will process all transactions through National Financial Services Corporation ("NFS"). NFS serves as clearing broker for WRP and as the custodian for the accounts. The Registrant normally does not impose separate commissions or transaction charges on the account except for cases where the fee has been negotiated lower to not include transaction costs.

b. Minimum Account Size

The minimum account size for the General Securities Account - MAS is \$50,000, subject to the Registrant's right to accept smaller accounts, in its sole discretion. If the market value of the account falls below the minimum during the term of the agreement, the Registrant has the right to require that additional monies or securities be deposited into the account to bring it up to the minimum, to close the account and charge an early termination fee, or to charge a maintenance fee.

c. Services

Asset Management and Investment Advice:

The Registrant and the IAR will provide asset management services that include an initial consultation with the IAR and the completion of a client profile to determine the client's circumstances and investment objectives. Based upon the consultation and client profile, the Registrant/IAR will manage the account by purchasing and selling no-load and front-end load waived mutual fund shares. It is therefore important that the client provides accurate and complete information in the client profile, and failure to do so may affect the services provided. In addition, it is essential that the client promptly inform the Registrant/IAR of material changes to his financial circumstances or investment objectives to allow the adviser to manage the account appropriately. At least once per year the IAR and the client will discuss the client's investment objectives and financial requirements.

Brokerage, Clearance and Custody:

The inclusive fee covers transactions only when executed through the Registrant, and therefore transactions for the purchase or sale of mutual fund shares will ordinarily be effected through the Registrant. The Registrant has an arrangement with NFS to provide clearance and custody services for accounts. Upon opening an account, the Registrant introduces the client to NFS as clearing agent on a fully disclosed basis. NFS acts as sole custodian for all assets in the accounts and performs all custodial functions, such as crediting of interest and dividends on account assets and other custodial functions customarily preformed with respect to securities brokerage accounts, unless the client has appointed another custodian to perform all or part of such services pursuant to a separate custody agreement. Clients retain ownership of all cash, securities and other instruments in their accounts.

Reporting:

For each month in which there is activity in the account or, if there is no activity, on a quarterly basis, the client receives an account statement, which includes a summary of transactions, an inventory or holdings, and other information. The client also receives a confirmation of each transaction executed in his account.

d. Program Fees

Inclusive Fee:

The client will be charged an inclusive fee every calendar quarter, up to a maximum total client fee which is set forth below, although the actual fee is negotiable and will be set forth in the client's agreement.

GENERAL SECURITIES ACCOUNT-MAS

<u>Portfolio Value</u>	<u>Annual Fee</u>
\$50,000 – 500,000	3.00 %
\$500,000.01 – 1,000,000	2.00 %
\$1,000,000.01 +	1.75 %

These maximum fees include a pricing schedule for Sponsor fees through NFS-MAS platform for performance reporting and per account billing of:

<u>Portfolio Value</u>	<u>Annual Fee</u>
\$ 50,000 – 500,000	20 basis points (.20%)
\$ 500,000.01 – 1,000,000	14 basis points (.14%)
\$ 1,000,000.01 +	6 basis points (.06%)

Minimum Fee \$120/year

The total fee to the client will comprise of the Sponsor Fee + Advisor Fee as outlined within the maximums above. Accounts <\$60,000.00 may be subject to the minimum Sponsor fee. The Registrant/IAR makes no representations or warranties concerning the tax implications concerning fees paid from qualified or IRA accounts or concerning authorization of debiting fees for one account from another. Client is advised to consult with their CPA or tax-preparer.

Services Covered:

The inclusive fee covers the asset management services provided by the Registrant/IAR as well as execution of trades through the Registrant, custody (if applicable) and clearance of funds and securities through NFS, and other account related services provided by the Registrant/IAR. If custodial services are provided by a party other than or in addition to NFS, the client is solely responsible for any fees or other charges due to such other custodian. There may be transaction charges charged by the Registrant to the client, such charges will be charged at the cost incurred by the Registrant for acquiring the mutual fund. The inclusive fee is used to compensate the IAR (who is considered the portfolio manager) for asset management and investment advice provided to the client. The Registrant may retain a portion of the inclusive fee, generally up to .25% of the total portfolio value, which the Registrant shares with NFS. The inclusive fee does not cover charges imposed by third parties for investments held in the account, such as contingent deferred sales charges on mutual funds purchased prior to their contribution to the account, debit balances or related margin interest or SEC fees or other fees or taxes required by law.

Payment:

The inclusive fee is payable quarterly in advance and upon deposit of any funds or securities in the account. The first payment is due upon acceptance of the account by the Registrant and is based upon the opening value of the account. The first payment is prorated to cover the period from the date the account is opened through the end of that calendar quarter. Thereafter, the fee is based upon the fair market value of the assets in the account on the last business day of the preceding calendar quarter, as calculated by NFS, and is due the first business day of the then-current calendar quarter.

Additions and Withdrawals:

The client may make additions to and withdrawals from the account at any time, subject to the Registrant's right to terminate the account if it falls below the minimum required account size. If assets are deposited into the account after the inception of a quarter, the inclusive fee with respect to such assets will be prorated based upon the number of days remaining in the quarter. Additions may be in cash or securities, provided that the Registrant/IAR reserves the right to decline to accept particular securities into a client's account. The client may withdraw assets from the account upon notice to the IAR, subject to the usual and customary securities settlement procedures. No fee adjustment will be made for partial withdrawals within a billing period, subject to the discretion of the Registrant. It is important for clients to recognize that the accounts are designed as long-term investment vehicles and that asset withdrawals may impair the achievement of a client's investment objectives.

Early Termination Fee:

If an account is closed after five business days, but within the first year, the client must pay \$250 to cover the administration costs of establishing the account. This fee will not be charged if no services were rendered or no trades were executed. The remainder of any pre-paid fee will be refunded to the client in accordance with the agreement.

4.) Monitoring Service

a. General

The Monitoring Service offers suitable clients an investment program in which clients receive investment management services including fund allocation using either percentages or fixed dollars for assets under separate custody agreements including variable insurance contracts, directly held mutual funds, and custodians other than with the Registrant's brokerage custodian. The investment advisor representative ("IAR") of the Registrant has an initial consultation with a potential client during which such potential client completes a client profile describing his financial means and objectives. Upon review of the client profile and a determination of suitability, the client, the IAR and the Registrant enter into a Monitoring Service Agreement. There may be instances that positions may be moved to maintain certain allocations. The client must be aware that these determinations will only be as to the time and price of such investments and allocation's. The Registrant's advisory services shall affect no transfers from one family of mutual funds or variable insurance contract to another without the prior approval of the client. The client recognizes that there is no assurance of the accuracy of the registrant's advisory services' recommendations and that any market losses resulting from such recommendations are normal market risks and the risks of the client's.

b. Minimum Account Size

The minimum account size for the Monitoring Service is \$25,000, subject to the Registrant's right to accept smaller accounts, in its sole discretion. If the market value of the account falls below the minimum during the term of the agreement, the Registrant has the right to require that additional monies or securities be deposited into the account to bring it up to the minimum, to close the account and charge an early termination fee, or to charge a maintenance fee.

c. Services

Asset Management and Investment Advice:

The Registrant and the IAR will provide asset management services that include an initial consultation with the IAR and the completion of a client profile to determine the client's circumstances and investment objectives. Based upon the consultation and client profile, the Registrant/IAR will manage the fund allocations using either percentages or fixed dollars for assets under separate custody agreements including variable insurance contracts, directly held mutual funds, and custodians other than with the Registrant's brokerage custodian. It is therefore important that the client provides accurate and complete information in the client profile, and failure to do so may affect the services provided. In addition, it is essential that the client promptly inform the Registrant/IAR of material changes to his financial circumstances or investment objectives to allow the adviser to manage the account appropriately. At least once per year the IAR and the client will discuss the client's investment objectives and financial requirements.

Custody:

Assets managed under the Monitoring Agreement are taken custody directly with the mutual fund, variable insurance, or under custodial arrangements other than NFS or TD Ameritrade with whom the Registrant has arrangements to provide clearance and custody services for General Securities and Mutual Accounts. Custodians may have transaction or account fees in addition to the advisory fees. Additional costs will be borne by the client as determined by that separate custody agreement. Clients retain ownership of all cash, securities and other instruments in their accounts.

Reporting:

For each month in which there is activity in the account or, if there is no activity, on a quarterly basis, the client receives an account statement, which includes a summary of transactions, an inventory or holdings, and other information. The client also receives a confirmation of each transaction executed in his account.

d. Program Fees

Inclusive Fee:

The client will be charged an inclusive fee every calendar quarter. The maximum fee is generally 1%, although the actual fee is negotiable and will be set forth in the client's agreement. The Registrant/IAR makes no representations or warranties concerning the tax implications concerning fees paid from qualified, IRA accounts or non-qualified variable insurance contracts or concerning authorization of debiting fees for one account from another. Client is advised to consult with their CPA or tax-preparer.

Services Covered:

The inclusive fee covers the asset management services provided by the Registrant/IAR as well as execution of trades through the Registrant, custody (if applicable) and when clearance of funds and securities are through NFS, and other account related services provided by the Registrant/IAR. If custodial services are provided by a party other than or in addition to NFS, the client is solely responsible for any fees or other charges due to such other custodian. The inclusive fee is used to compensate the IAR (who is considered the portfolio manager) for asset management and investment advice provided to the client. The inclusive fee does not cover charges imposed by third parties for investments held in the account, such as contingent deferred sales charges on mutual funds, surrender charges or other insurance related fees on variable insurance products or other custodial fees established by custodians other than NFS. The inclusive fee is payable quarterly in advance and upon deposit of any funds or addition of any accounts to the Monitoring Service. The first payment is due upon acceptance of the account by the Registrant and is based upon the opening value of the account. The first payment is prorated to cover the period from the date the account is opened through the end of that calendar quarter. Thereafter, the fee is based upon the fair market value of the assets in the account on the last business day of the preceding calendar quarter, as calculated by the custodian, and is due the first business day of the then-current calendar quarter.

Payment:

The inclusive fee is payable quarterly in advance and upon deposit of any funds or securities in the account. The first payment is due upon acceptance of the account by the Registrant and is based upon the opening value of the account. The first payment is prorated to cover the period from the date the account is opened through the end of that calendar quarter. Thereafter, the fee is based upon the fair market value of the assets in the account on the last business day of the preceding calendar quarter, as calculated by NFS, and is due the first business day of the then-current calendar quarter.

Additions and Withdrawals:

The client may make additions to and withdrawals from the account at any time, subject to the Registrant's right to terminate the service if it falls below the minimum required account size. If assets are deposited into the account after the inception of a quarter, the inclusive fee with respect to such assets will be prorated based upon the number of days remaining in the quarter. The client may withdraw assets from the account upon notice to the IAR, subject to the usual and customary securities settlement procedures. No fee adjustment will be made for partial withdrawals within a billing period, subject to the discretion of the Registrant. It is important for clients to recognize that the accounts are designed as long-term investment vehicles and that asset withdrawals may impair the achievement of a client's investment objectives.

Early Termination Fee:

If an account is closed after five business days, but within the first year, the client must pay \$50 to cover the administration costs of establishing the account. This fee will not be charged if no services were rendered or no trades were executed. The remainder of any pre-paid fee will be refunded to the client in accordance with the agreement.

B.) Comparability of Fees

Clients who pay an all-inclusive (or wrap) fee for a variety of services may pay more for those services than if the client purchased the underlying services separately. Many factors bear upon the cost of the General Securities Account, Mutual Fund Account, and Monitoring Service fees relative to the cost of the same services purchased separately, such as the type and size of the account, the historical and anticipated size and number of trades for the account, and the frequency and scope of supplementary advisory services and other client servicing provided to the client. The fee received by the Registrant, and the portion of the fee retained by the IAR, may be greater than if the client paid separately for investment advice and brokerage and other services, or if the client received similar services offered through another financial firm. As a result, the Registrant and the IAR may have an incentive to recommend the General Securities Account and the Mutual Fund Account instead of the purchase of the underlying services separately.

C.) Other Fees and Compensation

Mutual Fund Fees

In addition to the inclusive fee paid by the client pursuant to the advisory agreement, each mutual fund in which the client may invest pursuant to the advisory agreement also bears its own advisory fees and other expenses. Mutual funds available pursuant to the agreement may be available directly from the funds pursuant to the terms of their prospectus and without the additional fees under the agreement.

Distribution and Administrative Compensation

Certain mutual funds and their related persons in which the client may invest make payments to broker-dealers, such as pursuant to a 12b-1 plan or other arrangement, as compensation for distribution or administrative services, and may be paid out of fund assets. The Registrant may receive such fees or other compensation to the extent permitted by law. A fund that imposes a front-end sales load but then waives such load for purchases made on behalf of the advisory account (a front-end load waived fund) may bear 12b-1 distribution or service fees in excess of .25% of the account's net assets (the maximum allowed for no-load funds). Because of their compensation arrangements, a conflict of interest exists regarding the recommendation of mutual fund investments for the account. However, the Registrant and its IARs are subject to and intend to comply with standards of fiduciary duty requiring an adviser to act

solely in the best interest of the client when making investment recommendations. The 12b-1 and the other fee arrangements will be disclosed upon request of the client, and are typically described in the applicable fund's prospectus. With respect to investments in mutual funds on behalf of the clients subject to ERISA, the Registrant will credit the aggregate amount of service fees and other compensation paid by the mutual funds that are attributable to such ERISA client's account for the previous quarter against the inclusive fee paid pursuant to the General Securities Account or Mutual Fund Account agreement.

Margin Trading

If the account is approved for trading on margin and client has entered into a margin agreement with NFS or TD Ameritrade, NFS or TD Ameritrade may charge the client interest on any credit extended to or maintained by the client. The Registrant has an arrangement with NFS whereby it receives consideration for any debit or credit balance in a client's margin account. Such consideration is in addition to the inclusive fee paid by the client under the advisory agreement, and is based on the fair market value of all assets in the account, including any securities purchased on margin.

Rebates

The Registrant directs certain orders for equities to exchanges and market makers on the Registrant's assessment of their ability to provide quick and quality execution. These market participants guarantee that all customer orders are executed at a price equal to or better than the displayed national best bid and offer. The Registrant's policy also assures that these market participants provide client orders with price improvement and limit order protection. The Registrant may receive remuneration for directing client transactions to certain market participants; typically a rebate may range between \$.01 to \$.02 per share. A more detailed description of such arrangements is available upon request.

Principal Trades

Fixed income and certain other over the counter securities generally are traded on a principal basis. Accordingly, trades involving such securities for the client generally will be directed to dealers other than the Registrant. Dealers executing principal trades typically include a "mark-up", "mark-down" and/or spread in the net price at which transactions are executed. As a result, principal trades may include the payment of compensation to dealers other than the Registrant in addition to the inclusive fee set forth in the advisory agreement.

Maintenance Fee

If the account is under the minimum account size and the Registrant does not exercise its right to close the account, the account may be subject to a maintenance fee of \$25.00 per quarter.

Other Fees

NFS or such other custodian as is selected by the client may charge IRA accounts certain fees in addition to the inclusive fee charged under the advisory agreement. Trustees may also charge ERISA accounts additional fees.

Fee Reduction

Under the General Securities Account and Mutual Fund Account, the client will receive a credit against the inclusive fee if the client deposits into the account shares of a mutual fund, other than a no-load fund, purchased in a transaction in which the Registrant acted as a broker or dealer within two years

prior to the deposit. Any mutual fund shares deposited will continue to be subject to any applicable fees or expenses charged by the fund or parties other than the Registrant, including without limitation any contingent deferred sales charge ("CDSC").

As a general matter under the General Securities Account and Mutual Fund Account, only no-load and front-end load-waived mutual funds will be purchased for client accounts. Shares of mutual funds other than no-load or front-end load-waived funds that were previously purchased for a Mutual Fund Account or are purchased for such account in the future may remain in such account, however the value of the assets invested in such funds, as identified by the Registrant, will not be included in the calculation of the inclusive fee under the agreement. In addition, if the connection with the sale of any such shares from the account, the amount of the load will be credited back to the account.

The formula for the fee reduction is set forth in the agreement. In addition, nothing to the contrary withstanding, the inclusive fee in any quarter will not be reduced below .75% of the fair market value of all assets in a General Securities Account, and .30% of the fair market value of all assets in a mutual fund account, including the deposited mutual fund shares. Any excess credit will be carried forward and applied against the inclusive fee in subsequent quarters until the earlier of exhaustion of the credit or termination of the account.

D.) Compensation from Participation

The Registrants IAR suggesting the products discussed in this brochure will receive a portion of the WRAP fee as compensation for becoming the portfolio manager for the client. The fee received by the Registrant, and the portion of the fee retained by the IAR, may be greater than if the client paid separately for investment advice and brokerage and other services, or if the client received similar services offered through another financial firm. As a result, the Registrant and the IAR may have an incentive to recommend the products discussed in this brochure instead of the purchase of the underlying services or other programs separately.

[Item 5] Account Requirements and Types of Clients

The following are minimum account sizes for the products discussed in this brochure, which are subject to the Registrant's right to accept smaller accounts, in its sole discretion. If the market value of the account falls below the minimum during the term of the agreement, the Registrant has the right to require that additional monies or securities be deposited into the account to bring it up to the minimum, to close the account and charge an early termination fee, or to charge a maintenance fee.

<u>Product</u>	<u>Minimum Account Size</u>
General Securities WRAP Account	\$100,000.00
Mutual Fund WRAP Account	\$ 25,000.00
MAS REP as PM General Securities WRAP	\$ 50,000.00
Monitoring Account Service	\$ 25,000.00

The Registrant generally provides advice to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, and corporations or business entities.

The Registrant and the IAR may perform, among other things, research, brokerage, asset management and similar services for other clients and receive fees for such services. The advice given and the actions taken with respect to any client may differ from the advice given or the timing and nature of action taken with respect to other clients' accounts. Transactions in a specific security may not be accomplished for all clients' accounts at the same time or at the same price, and in managing a client's

account the Registrant and the IAR may purchase or sell securities in which the Registrant or its representatives directly or indirectly have or may acquire a position or interest.

The Registrant or the IAR may, in the course of its business, obtain material, non-public or other confidential information that, if disclosed, might affect an investor's decision to buy, sell or hold a security. The Registrant and the IAR are restricted from disclosing or using such information under applicable law, and are under no obligation to disclose the information to a client or use it for a client's benefit.

[Item 6] Portfolio Manager Selection and Evaluation

A.) WRP Investments, Inc. ("Registrant") does not normally recommend or select portfolio managers for specific client accounts or consider it a regular business activity. The IAR normally represents clients as a registered representative of the broker/dealer, and establishes a relationship with the client to become the clients' portfolio manager and IAR through the process of an initial consultation and client profile to determine the client's objectives, financial awareness, and risk tolerance. Upon the completion of the client consultation and profile, the client will enter into and execute a written management agreement appointing the Registrant's IAR as the client's asset manager. The Registrant's clients have the ability to cancel the agreement and terminate the IAR as asset manager at any time per the termination policies provided in this brochure, within the Registrant's Form ADV Part 2A, and within the clients executed management agreement. The Registrant will periodically review client accounts for the suitability of investments, and to review that the IAR has properly taken into consideration the clients' objectives and risk tolerance when suggesting and implementing investment strategies.

- 1.) The Registrant does not typically calculate portfolio manager performance based upon the use of this performance for publishing, and therefore does not use any select standards for performance review. The Registrant and its IARs may rely on a wealth reporting portfolio management system which integrates portfolio accounting and performance reporting to provide performance results to clients. This system is known as Abridge Solutions.
- 2.) The Registrant does not typically review performance information to determine its accuracy, as the Registrant does not actively publish performance information. In the event an IAR of the Registrant would prefer to publish performance information, such performance information would be reviewed by the Registrant for accuracy and compliance with advertising standards, and/or submitted to FINRA for advertising compliance review, and be approved only to the advertising compliance standards set forth by FINRA.
- 3.) The Registrant does not rely on a third party to review portfolio manager (IAR) performance information, as the Registrant does not typically publish performance information. However, the Registrant and its IARs may rely on a wealth reporting portfolio management system which integrates portfolio accounting and performance reporting to provide performance results. This system is known as Abridge Solutions.

B.) The Registrant's IARs are considered related persons to the Registrant, and act as portfolio managers for their client accounts approved under the Registrant's WRAP program described in this brochure (The General Securities and Mutual Fund WRAP Accounts). The Registrant and the IAR may perform, among other things, research, brokerage, asset management and similar services for other clients and receive fees for such services. The advice given and the actions taken with respect to any client may differ from the advice given or the timing and nature of action taken with respect to other clients' accounts. Transactions in a specific security may not be accomplished for all client accounts at the same time or at the same price, and in managing a client's account the Registrant and the IAR may purchase or

sell securities in which the Registrant or its representatives directly or indirectly, have or may acquire, a position or interest.

The Registrant or the IAR may, in the course of its business, obtain material, non-public or other confidential information that, if disclosed, might affect an investor's decision to buy, sell or hold a security. The Registrant and the IAR are restricted from disclosing or using such information under applicable law, and are under no obligation to disclose the information to a client or use it for a client's benefit.

All of the Registrant's portfolio managers are related persons and are subject to the same review process.

C.) The Registrant offers a comprehensive investment program in which clients pay an inclusive wrap fee for brokerage and asset allocation services, portfolio supervision, consolidated reporting and periodic recommendations based upon the client's investment objectives (the General Securities Account). In addition, the Registrant offers an investment program in which clients receive investment management services through purchases and sales of no load and front-end load-waived mutual fund shares in exchange for an inclusive fee (the Mutual Fund Account). The Registrant offers an investment program in which clients receive investment management services including fund allocation for assets under separate custody agreements including variable insurance and mutual funds (Client Agreement – Monitoring Service). The Registrant also offers investment advisory services to clients through the Managed Accounts Solutions Program (Rep as PM Program). For the purpose of this wrap brochure, the Rep as PM program is described. The Managed Account Solutions platform is intended to offer suitable clients a long-term growth approach to investment management based upon their individual investment goals and objectives through investment in no-load and front-end load-waived mutual fund shares, and other securities. It contains options similar to the General Securities Account through the Registrant's wrap program.

The Registrants' IARs assist clients in developing investment portfolios tailored to meet their specific investment objectives through the use of the advisory services offered. Through each of the advisory services offered the Registrant's IAR has an initial consultation with a potential client during which such potential client completes a client profile describing his financial means and objectives. Based upon the consultation and client profile, the Registrant/IAR will provide the appropriate advisory service to meet the client's goals and objectives. The General Securities Account is intended to offer suitable clients a long-term growth approach to investment management based upon their individual investment goals and objectives. The account provides asset allocation, brokerage, portfolio supervision, consolidated reporting and periodic recommendations to clients. The Mutual Fund Account is intended to offer suitable clients a long-term growth approach to investment management based upon their individual investment goals and objectives through investments in no-load and front-end load-waived mutual fund shares. The account provides asset allocation, brokerage, portfolio supervision, consolidated reporting and periodic recommendations to clients. The Monitoring Service offers suitable clients an investment program in which clients receive investment management services, including fund allocation using either percentages or fixed dollars for assets under separate custody agreements including variable insurance contracts, directly held mutual funds, and custodians other than with the Registrant's brokerage custodian, NFS. The client may impose restrictions on investing in certain securities or types of securities, however this is not an approved or disapproved investment strategy by the Registrant, and the client should be aware that it can affect the IAR's ability to meet the clients' objectives.

Based upon the consultation and client profile provided through the client and IAR initial consultation, the Registrant/IAR will manage the account by purchasing, selling, and exchanging securities and other investments. The General Securities Account will be managed by purchasing and

selling securities including but not limited to stocks, bonds, mutual funds, ETFs, options, government issued securities, real estate investment trusts, and other securities. The Mutual Fund Account will be managed by purchasing and selling no-load and front-end load waived mutual fund shares. In the Monitoring Account, the Registrant's IAR will manage the fund allocations using either percentages or fixed dollars for assets under separate custody agreements including variable insurance contracts, directly held mutual funds, and custodians other than with NFS. It is therefore important that the client provides accurate and complete information in the client profile, as failure to do so may affect the services provided. In addition, it is essential that the client promptly inform the Registrant/IAR of material changes to his financial circumstances or investment objectives to allow the adviser to manage the account appropriately.

The Registrant offers portfolio management services through the use of wrap fee programs (General Securities Account and Mutual Fund Account). Through the use of these accounts the Registrant provides personalized and continuous investment advice to the client through a suitable investment vehicle managed by the Registrant's IAR, which is based upon the individual needs, investment goals, and objectives of the client, for an inclusive WRAP fee. Other accounts not serviced under these advisory services may not be provided continuous and personalized advice to the extent provided by the Registrant's WRAP accounts. The Registrant will receive a portion of the inclusive WRAP fee that is agreed upon within the client's advisory account agreement.

The Registrant, which includes its investment advisor representatives, does not charge or accept performance based fees.

Through the use of the WRAP accounts described throughout this brochure, the Registrant provides personalized and continuous investment advice to the client through a suitable investment vehicle managed by the Registrant's IAR, which is based upon the individual needs, investment goals, and objectives of the client, for an inclusive WRAP fee. The Registrant will apply charting, fundamental analysis, technical analysis, and cyclical analysis as methods of analysis used when formulating investment advice for clients. The Registrant also applies long and short term purchases of securities, trading (securities sold within 30 days), margin, and options writing, which includes covered options, uncovered options, or spreading strategies, as investment strategies used to implement investment advice given to clients. Each IAR of the Registrant may apply his or her own assimilation of analysis and investment strategies in the formulation of investment advice to the client. Investing in securities involves risk of loss that clients should be prepared to bear. The client should recognize that there is no assurance of the accuracy of the Registrant's recommendations and that any market losses resulting from such recommendations are normal market risks and the risks of the client.

The client should recognize that there can be material risks involved with specific investment strategies utilized by the Registrant. Short-term purchases of securities (less than 1 year) and trading (securities sold within 30 days) may be considered higher risk and more volatile than long term investing because of the unpredictability of many factors that can affect share prices and interest rates in the short term market. Clients should also take into consideration the tax consequences of short-term holdings as compared to long-term investing, which may have an adverse affect on earnings. The Registrant suggests that a client consult with his/her tax consultant regarding these tax issues.

The client should also understand that using margin as an investment tool is considered more of a risk than normal investing, as leveraging a security can amplify the risk or reward of a position. By amplifying the risk of an investment position, the risk of potential and realized investment losses increases. Margin should be considered with caution as to the client's investment experience and objectives.

The client should also recognize that options trading can involve risks that are not suitable for all investors, and can be speculative in nature. Options trading can be used for multiple purposes including hedging an investment position or for speculation. In the latter, options trading can become high risk because of the unpredictability of many factors that can affect share prices and interest rates in the short term market. Once again, the use of options should be considered with caution as to the client's investment experience and objectives.

IARs of the registrant may or may not use the investment strategies listed above for management of his or her clients' accounts. Each IAR of the Registrant may apply his or her own assimilation of analysis and investment strategies in the formulation of investment advice to the client to best meet the client's investment goals and objectives. The Registrant's IARs will take into consideration the client's investment objectives, experience, risk tolerance, and financial means when establishing an investment strategy for each client. Some investment strategies may be implemented that use frequent trading activity, which can affect investment performance, particularly through increased brokerage transaction costs and taxes.

The Registrant does not accept authority to, nor votes client securities. Clients will receive proxies from National Financial Services, or a third party vender selected by National Financial Services to deliver proxies and related material. Clients may contact their investment advisor representative for questions pertaining to a particular solicitation.

[Item 7] Client Information Provided to Portfolio Managers (IARs)

A.) The Registrant's IARs act as portfolio managers for their clients' securities accounts. The Registrant's IAR will be appointed by the client to manage the clients account through the execution of a management agreement. The IAR will work closely with the client to gather all of the client's pertinent and material information required for the IAR to act with fiduciary duty while managing the client's assets. This information can include and may not be limited to the client's personal (name, social security number, address, etc.), dependent, financial holdings, risk tolerance, investment experience, and investment objective information. The client should share and update any changes of this material information to the IAR as soon as possible to ensure the IAR can continue to properly manage the client's assets in a responsible manner. The Registrant will share this information with the IAR on a continual basis.

[Item 8] Client Contact with Portfolio Managers (IARs)

A.) There are no restrictions placed on the client's ability to contact and consult with his/her portfolio manager (IAR). If the client should feel the need to contact the Registrant directly, the Registrant's contact information is as follows:

WRP Investments, Inc
4407 Belmont Ave
Youngstown, Ohio 44505
Phone (800) 589-2023

[Item 9] Additional Information

A.) The Registrant does not have any disciplinary information to report for Item 9 of ADV Part II A. The Registrant is registered as a broker/dealer with the Financial Industry Regulatory Authority (FINRA) and Securities Investor Protection Corporation (SIPC), as well as being registered as an Investment



Advisor under the United States Securities and Exchange Commission. Both principal owners, David M. Pintaric and William R. Pintaric Jr., are broker/dealer agents of the Registrant. The Registrant, and its management persons, are not registered or have an application pending to register as a futures commission merchant, commodity pool operator, commodity trading advisor, or are an associated person of the foregoing entities.

The Registrant is a registered broker/dealer and, as such, effects securities transactions for clients, typically through NFS as clearing agent. The Registrant also provides access to clearing and custody services for the Client account through TD Ameritrade. The Registrant is also registered as a municipal and government securities dealer. The principal business of the Registrant is as a fully disclosed broker/dealer selling a wide variety of securities products for commissions. The Registrant provides a variety of services in its capacity as a broker/dealer, including rendering advice as to the value or advisability of purchasing or selling securities, without receiving special compensation and solely incidental to its brokerage business. The principal business of the Registrant's executive officers is the day-to-day management of its broker/dealer activities. The Registrant is also registered as an Investment Advisor under the United States Securities and Exchange Commission.

Registered Representatives of the Registrant may hold licenses or registrations other than their securities licenses offered through the principal business of the Registrant, and therefore, may be designated as or have a relationship with an accountant or accounting firm, lawyer or law firm, insurance company or agency, or pension consultant.

The Registrant sponsors programs in which a registered investment advisor (RIA) other than the Registrant is responsible for providing investment advisory services. The RIA or its IARs are typically broker/dealer representatives of the Registrant. In these programs the Registrant typically acts as a broker for transactions, and clears all transactions through NFS. The Registrant also provides access to clearing and custody services for the Client account through TD Ameritrade. Clients typically enter into an agreement with the RIA for advisory services and with the Registrant for brokerage services. Such RIAs and their IARs may also provide services to investment companies or be affiliated with an insurance company or agency, and may be financial planners and pension consultants.

The Registrant has relationships with various unaffiliated RIAs to offer their services to the Registrant's brokerage clients. As a result of these relationships, the Registrant receives compensation in exchange for introducing its clients to such unaffiliated RIAs. The Registrant may share a portion of the compensation with its IARs. The Registrant typically receives a percentage of the fee charged to the client by the unaffiliated RIA for its services, which fees are typically based upon assets under management. The relationship of the Registrant, its IARs, and the unaffiliated RIA is clearly communicated to all relevant clients in an agreement signed by the client and in a disclosure statement provided by the RIA. The Registrant does not compensate any person for client referrals.

Subject to applicable law and regulations, Registrant pays compensation to its broker-dealer representatives for brokerage clients introduced to unaffiliated RIAs, as set forth above.

B.) The Code of Ethics ("Code") has been adopted by the Registrant and is designed to comply with Rule 204A-1 under the Investment Advisers Act of 1940 ("Advisers Act"). The Code is based upon the principle that Registrant, its officers, and employees owe a fiduciary duty to the clients to conduct their affairs, including their personal securities transactions, in such a manner as to avoid serving their own personal interests ahead of clients and any actual or potential conflicts of interest or any abuse of their position of trust and responsibility. Clients and prospective clients can obtain a copy of the Code of Ethics by making a request to the Registrant's Compliance Department. The Registrant's contact information is; 4407 Belmont Ave Youngstown OH 44505; phone (800)589-2023; fax (330) 759-2046.

The Registrant, its principals, and IARs may buy and sell securities for themselves or hold positions in the same securities that are recommended to clients. Because of this issue, a conflict of interest may exist for the Registrant, its principals, or IARs, to use privileged information for personal gain. The Registrant imposes the following restrictions regarding this potential conflict of interest:

- 1.) Transactions, for Registrant or its principals or IARs, can only be effected after reasonable attempts have been made to contact clients for approval to execute transactions where discretion is not granted; and to only effect trades after all client transactions in the same securities have been completed when discretion is authorized; and
- 2.) All Registrant's officers, employees and IARs are required to file quarterly transaction reports and annual holdings reports with the Registrant indicating all securities transactions and holdings in their own accounts as well as in accounts in which they have any equitable or beneficial interest. Registrant reviews these reports on a quarterly and annual basis.

Although certain of the Registrant's IARs purchase or sell securities that they recommend to clients, such purchases and sales are effectuated in accordance with our Insider Policy and Code of Ethics. Employees are required to report all personal transactions to us, and we review such reports regularly. In order to ensure that each of the Registrant's officers, employees and IARs strictly adheres to the highest standards of conduct and integrity in conducting business on behalf of our clients, we have all officers, employees and IARs sign our Code of Ethics. In the case that a conflict does arise, the Registrant reserves the right to take corrective action to ensure that all clients are given fair treatment and value for transactions executed, and to ensure the Registrant continuously provides a compliant fiduciary duty to clients in such a manner as to avoid serving personal interests ahead of the clients'.

Principals of the Registrant review client accounts to whom it and its IARs provide investment advice on a periodic basis. Such reviews include monitoring whether the IAR is complying with applicable laws and regulations, and whether the IAR is reviewing all new account forms for appropriate disclosure of the client's financial means and goals prior to execution of any transactions for the account. Registrant also reviews the trading in clients' accounts to ensure that the investment recommendations are suitable. The Registrant's IARs review client account statements at least quarterly. The IAR and the client shall discuss, at least once per year, the investment objectives and financial requirements of the client.

Where investment advice is provided by an RIA other than the Registrant, or an IAR of such other RIA, Registrant's supervisory function is limited to supervising the broker/dealer activities of its representatives. Registrant reviews new account forms and suitability determinations. For these clients, the other RIA is responsible for reviewing the advisory activities in the accounts, as described in Form ADV of such RIA.

A client account may be reviewed on more than a periodic basis. The review of an account may be triggered by trading activity that is considered to be unsuitable for the client based upon the objectives set fourth by the client, security transactions placed over certain dollar amount thresholds, or irregular trading activity.

For each month in which there is activity in the account, or if there is no activity, on a quarterly basis, the client will receive an account statement that includes a summary of transactions, an inventory of holdings, and other transaction information. The client also receives a confirmation of each transaction executed in his/her account. The account statements and transaction confirmations are electronically generated by the custodian of the account.

The Registrant has relationships with various unaffiliated RIAs to offer their services to the Registrant's brokerage clients. As a result of these relationships, the Registrant receives compensation in exchange for introducing its clients to such unaffiliated RIAs. The Registrant may share a portion of the compensation with its IARs. The Registrant typically receives a percentage of the fee charged to the client by the unaffiliated RIA for its services, which fees are typically based upon assets under management. The relationship of the Registrant, its IARs, and the unaffiliated RIA is clearly communicated to all relevant clients in an agreement signed by the client and in a disclosure statement provided by the RIA.

The Registrant pays referral fees (non-commission) to independent solicitor(s) (non-registered representatives) for the referral of their clients to the Registrant in accordance with rule 206 (4)-3 of the Investment Advisors Act of 1940. In this regard, the Registrant will maintain solicitors' agreements in compliance with Rule 206 (4)-3 of the Investment Advisors Act of 1940 and applicable state and federal laws. All clients referred by solicitor(s) to the Registrant will be given full written disclosure describing the terms and fee arrangements between the Registrant and its solicitor(s). Currently, the Registrant holds such solicitors' agreements with the following independent solicitor(s): Odell & Critchley, P.C.

The Registrant's advisory fees are generally billed quarterly (three months) in advance. The Registrant does not require prepayment of fees six months or more in advance. The Registrant does not have a financial condition that would impair the ability of the firm to meet contractual commitments to clients. The Registrant has not been the subject of a bankruptcy petition at any time.

[Item 10] Requirements for State-Registered Advisers

A.) The Registrant is a federally registered investment advisor. This item is not applicable to the Registrant. Registration does not imply a certain level of skill or training.

For questions regarding this brochure, please feel free to contact your investment advisor representative at any time. If you feel the need to contact the Registrant directly, please find contact information for WRP Investments, Inc. on the cover page of this brochure.