

Stepp & Rothwell, Inc.
SEC File Number: 801 – 55489

Stepp & Rothwell, Inc.
Brochure
Dated 03/28/2012

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This brochure provides information about the qualifications and business practices of Stepp & Rothwell, Inc. (Stepp & Rothwell). If you have any questions about the contents of this brochure, please contact us at (913) 345-4800 or info@steppandrothwell.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Stepp & Rothwell, Inc., also is available on the SEC's website at www.adviserinfo.sec.gov.

Registration as an investment adviser does not imply a certain level of skill or training.

Item 2 Material Changes

This item summarizes specific material changes made to Stepp & Rothwell’s Disclosure Brochure since it was originally filed in March 2011.

- Stepp & Rothwell’s client assets under management have been revised in Item 4E – “Advisory Business” – to reflect asset values as of December 31, 2011.
- For clients who engage(d) Stepp & Rothwell beginning on or after September 1, 2011, Stepp & Rothwell implemented a new fee structure as outlined in Item 5 – “Fees and Compensation”.
- Beginning In 2012, Stepp & Rothwell may enter into arrangements with solicitors who may refer clients to the firm. See Item 14 – “Client Referrals and Other Compensation”.
- Regarding Item 15 – “Custody” – In 2011, Howard Rothwell and Kathy Stepp began serving as trustees for some clients, and therefore Stepp & Rothwell is deemed to have custody over those accounts. To that end, the firm has submitted to, and will continue to submit to, an annual surprise verification examination by an independent public accounting firm to substantiate that the funds and securities held in those accounts exist and are held by the specified qualified custodian.

Item 3 Table of Contents

Item 1	Cover Page.....	1
Item 2	Material Changes.....	2
Item 3	Table of Contents.....	2
Item 4	Advisory Business	3
Item 5	Fees and Compensation	4
Item 6	Performance-Based Fees and Side-by-Side Management	6
Item 7	Types of Clients.....	6
Item 8	Methods of Analysis, Investment Strategies, and Risk of Loss.....	6
Item 9	Disciplinary Information	8
Item 10	Other Financial Industry Activities and Affiliations	8
Item 11	Code of Ethics, Participation or Interest in Client Transactions, and Personal Trading.....	8
Item 12	Brokerage Practices	9
Item 13	Review of Accounts.....	11
Item 14	Client Referrals and Other Compensation	12
Item 15	Custody.....	13
Item 16	Investment Discretion.....	13
Item 17	Voting Client Securities.....	13
Item 18	Financial Information	14

Item 4 Advisory Business

- A. Stepp & Rothwell, Inc. (Stepp & Rothwell), is a corporation formed on July 13, 1992, in the state of Kansas. Stepp & Rothwell became registered as an Investment Adviser Firm in 1995. Stepp & Rothwell is owned by Kathleen Ann Stepp and Howard Richard Rothwell. Dolores R. Otto is Stepp & Rothwell's President.
- B. Stepp & Rothwell offers to its clients (individuals, business entities, trusts, estates, and charitable organizations, etc.) both financial planning and related consulting services and investment advisory services.

The client can engage Stepp & Rothwell to provide combined financial planning and consulting services, including discretionary investment advisory services, on a *fee-only* basis. Stepp & Rothwell's financial planning and consulting services may include retirement planning, estate tax planning, income tax planning, cash flow planning, risk management (insurance) planning, education planning, and investment planning based upon the specific needs of the client.

MISCELLANEOUS

Stand-Alone Investment Supervision Services. Stepp & Rothwell may provide investment supervision services on a stand-alone basis in accordance with its Investment Supervision fee schedule (see Item 5). **Please Note:** In such event, Stepp & Rothwell shall not provide any financial planning and consulting services. To the extent that the client requires any stand-alone or ancillary financial planning or consulting services, Stepp & Rothwell *may* determine to provide such services on an hourly rate basis.

Non-Investment Consulting/Implementation Services. To the extent requested by the client, Stepp & Rothwell *may* provide consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. Neither Stepp & Rothwell, nor any of its representatives, serves as an attorney, accountant, or licensed insurance agent, and no portion of Stepp & Rothwell's services should be construed as such. To the extent requested by a client, Stepp & Rothwell may recommend the services of other professionals for certain non-investment implementation purposes (i.e., attorneys, accountants, insurance, etc.). The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Stepp & Rothwell. **Please Note:** If the client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional.

Private Investment Funds. If Stepp & Rothwell provides investment advice relative to private investment funds, the following disclosure is applicable:

Please Note: Private investment funds generally involve various risk factors and liquidity constraints, a complete discussion of which is set forth in each fund's offering documents, which will be provided to each client for review and consideration. Each prospective client investor will be required to complete a Subscription Agreement, pursuant to which the client shall establish that he/she is qualified for investment in the fund, and acknowledges and accepts the various risk factors that are associated with such an investment.

Please Also Note: Valuation. In the event that Stepp & Rothwell references private investment funds owned by the client on any supplemental account reports prepared by Stepp & Rothwell, the value(s) for all such private investment funds shall reflect either the initial purchase and/or the most recent valuation provided by the fund sponsor. If the valuation reflects the initial purchase price (and/or a value as of a previous date), the current value(s) (to the extent ascertainable) could be **significantly more or less** than the original purchase price.

Client Obligations. In performing its services, Stepp & Rothwell shall not be required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely thereon. Moreover, each client is advised that it remains his/her/its responsibility to promptly notify Stepp & Rothwell if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Stepp & Rothwell's previous recommendations and/or services.

Disclosure Statement. A copy of Stepp & Rothwell's written Brochure as set forth on Part 2A of Form ADV shall be provided to each client prior to, or contemporaneously with, the execution of the *Investment Advisory Agreement*. Any client who has not received a copy of Stepp & Rothwell's written Brochure at least 48 hours prior to executing the *Investment Advisory Agreement* shall have five business days subsequent to executing the agreement to terminate Stepp & Rothwell's services without penalty.

- C. Stepp & Rothwell shall provide investment advisory services specific to the needs of each client. Prior to providing investment advisory services, an investment adviser representative will ascertain each client's investment objective(s). Thereafter, Stepp & Rothwell shall allocate and/or recommend that the client allocate investment assets consistent with the designated investment objective(s). The client may, at any time, impose reasonable restrictions, in writing, on Stepp & Rothwell's services.
- D. Stepp & Rothwell does not participate in a wrap fee program.
- E. As of December 31, 2011, Stepp & Rothwell had \$347,653,256 in assets under management on a discretionary basis and \$63,752,127 on a nondiscretionary basis.

Item 5 Fees and Compensation

- A. If a client engages Stepp & Rothwell to provide combined financial planning and consulting services and discretionary investment advisory services on a *fee-only* basis, Stepp & Rothwell's annual retainer fee shall be determined in accordance with the following financial planning and investment advisory component fee schedule:

For client engagements beginning on or after September 1, 2011:

Annual Retainer Fee:

\$5,000 + 0.50% of Total Investment Assets

For client engagements beginning prior to September 1, 2011:

Financial Planning Component:

Year 1	2.0% of Earned Income
Year 2	1.0% of Earned Income
Year 3 and beyond	0.5% of Earned Income

Plus: +

Investment Supervision Component:

\$0-\$1,000,000	0.75% of Investment Assets, plus
\$1,000,001-\$2,000,000	0.50% of Investment Assets, plus
\$2,000,001 +	0.40% of Investment Assets

Stepp & Rothwell generally requires a \$10,000 minimum annual fee for the above combined investment advisory services. However, Stepp & Rothwell, at its sole discretion, may charge a lesser investment management fee based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.).

Stepp & Rothwell's advisory fee shall be determined annually on each anniversary of the initial month in which services were provided, in accordance with the above fee schedule, and thereafter paid in advance in equal quarterly installments.

- B. Clients may elect to have Stepp & Rothwell's advisory fees deducted from their custodial accounts. Both Stepp & Rothwell's *Investment Advisory Agreement* and the custodial/clearing agreement may authorize the custodian to debit the account for the amount of Stepp & Rothwell's investment advisory fee and to directly remit that management fee to Stepp & Rothwell in compliance with regulatory procedures. In the limited event that Stepp & Rothwell bills the client directly, payment is due upon receipt of Stepp & Rothwell's invoice.
- C. As discussed below, unless the client directs otherwise or an individual client's circumstances require, Stepp & Rothwell shall generally recommend that Charles Schwab and Co., Inc. ("*Schwab*"), serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as *Schwab* charge brokerage commissions and/or transaction fees for effecting certain securities transactions (i.e., transaction fees are charged for certain no-load mutual funds, and commissions are charged for individual equity and fixed income securities transactions). In addition to Stepp & Rothwell's investment management fee, brokerage commissions, and/or transaction fees, clients will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g., management fees and other fund expenses). When beneficial to the client, individual debt and/or equity transactions may be effected through broker-dealers with whom Stepp & Rothwell and/or the client have entered into arrangements for prime brokerage clearing services, including effecting certain client transactions through *Schwab*, or other various SEC-registered and FINRA member broker-dealers (in which event, the client shall incur both the transaction fee charged by the executing broker-dealer and a "tradeaway" fee charged by the account custodian).
- D. Stepp & Rothwell's annual investment advisory fee shall be determined annually in accordance with the above fee schedules and thereafter paid in advance in equal quarterly installments.

The *Investment Advisory Agreement* between Stepp & Rothwell and the client will continue in effect until terminated by either party by written notice in accordance with the terms of the *Investment Advisory Agreement*. Upon termination, Stepp & Rothwell shall determine the portion of the pre-paid fee that is unearned, if any, and refund the unearned portion of the advanced advisory fee to the client.

- E. Neither Stepp & Rothwell nor its representatives accept compensation from the sale of securities or other investment products.

Item 6 Performance-Based Fees and Side-by-Side Management

Neither Stepp & Rothwell nor any supervised person of Stepp & Rothwell accepts performance-based fees.

Item 7 Types of Clients

Stepp & Rothwell's clients shall generally include individuals, business entities, trusts, estates, and charitable organizations.

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

- B. Stepp & Rothwell may utilize the following methods of security analysis:

- Charting (analysis performed using patterns to identify current trends and trend reversals to forecast the direction of prices)
- Fundamental (analysis performed on historical and present data, with the goal of making financial forecasts)
- Technical (analysis performed on historical and present data, focusing on price and trade volume, to forecast the direction of prices)
- Cyclical (analysis performed on historical relationships between price and market trends to forecast the direction of prices)

Stepp & Rothwell may utilize the following investment strategies when implementing investment advice given to clients:

- Long-Term Purchases (securities held at least a year)
- Short-Term Purchases (securities sold within a year)
- Short Sales (contracted sale of borrowed securities with an obligation to make the lender whole)
- Margin Transactions (use of borrowed assets to purchase financial instruments)
- Options (contract for the purchase or sale of a security at a predetermined price during a specific period of time)

Please Note: Investment Risk. Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by Stepp & Rothwell) will be profitable or equal any specific performance level(s).

- C. Stepp & Rothwell's methods of analysis and investment strategies do not present any significant or unusual risks.

However, every method of analysis has its own inherent risks. To perform an accurate market analysis Stepp & Rothwell must have access to current/new market information. Stepp & Rothwell has no control over the dissemination rate of market information; therefore, unbeknownst to Stepp & Rothwell, certain analyses may be compiled with outdated market information, severely limiting the value of Stepp & Rothwell's analysis. Furthermore, an accurate market analysis can only produce a forecast of the direction of market values. There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

Stepp & Rothwell's primary investment strategies — long-term purchases and short-term purchases — are fundamental investment strategies. However, every investment strategy has its own inherent risks and limitations. For example, longer-term investment strategies require a longer investment time period to allow for the strategy to potentially develop. Shorter-term investment strategies require a shorter investment time period to potentially develop but, as a result of more frequent trading, may incur higher transactional costs when compared to a longer-term investment strategy.

In addition to the fundamental investment strategies discussed above, Stepp & Rothwell may also implement and/or recommend short selling, use of margin, and/or options transactions. Each of these strategies has a high level of inherent risk. (*See* discussion below).

Short selling is an investment strategy with a high level of inherent risk. Short selling involves the selling of assets that the investor does not own. The investor borrows the assets from a third party lender (i.e., broker-dealer) with the obligation of buying identical assets at a later date to return to the third party lender. Individuals who engage in this activity shall only profit from a decline in the price of the assets between the original date of sale and the date of repurchase. Conversely, the short seller will incur a loss if the price of the assets rises. Other costs of shorting may include a fee for borrowing the assets and payment of any dividends paid on the borrowed assets.

Margin is an investment strategy with a high level of inherent risk. A margin transaction occurs when an investor uses borrowed assets to purchase financial instruments. The investor generally obtains the borrowed assets by using other securities as collateral for the borrowed sum. The effect of purchasing a security using margin is to magnify any gains or losses sustained by the purchase of the financial instruments on margin. **Please Note:** To the extent that a client authorizes the use of margin, and margin is thereafter employed by Stepp & Rothwell in the management of the client's investment portfolio, the market value of the client's account and corresponding fee payable by the client to Stepp & Rothwell may be increased. As a result, in addition to understanding and assuming the additional principal risks associated with the use of margin, clients authorizing margin are advised of the potential *conflict of interest* whereby the client's decision to employ margin *may* correspondingly increase the management fee payable to Stepp & Rothwell. Accordingly, the decision as to whether to employ margin is left totally to the discretion of the client.

The use of option transactions as an investment strategy involves a high level of inherent risk. Option transactions establish a contract between two parties concerning the buying or selling of an asset at a predetermined price during a specific period of time. During the term of the option contract, the buyer of the option gains the right to demand fulfillment by the seller. Fulfillment may take the form of either selling or purchasing a security depending upon the nature of the option contract. Generally, the purchase or the recommendation to purchase an option contract by Stepp & Rothwell shall be with the intent of offsetting/“hedging” a potential market risk in a client’s portfolio. **Please Note:** Although the intent of the option-related transactions that may be implemented by Stepp & Rothwell is to hedge against principal risk, certain of the option-related strategies (i.e., straddles, short positions, etc), may, in and of themselves, produce principal volatility and/or risk. Thus, a client must be willing to accept these enhanced volatility and principal risks associated with such strategies. In light of these enhanced risks, the client may direct Stepp & Rothwell, in writing, not to employ any or all such strategies for his/her/their/its accounts.

- D. Currently, Stepp & Rothwell primarily allocates client investment assets among mutual funds and fixed income securities on a discretionary basis in accordance with the client’s designated investment objective(s).

Item 9 Disciplinary Information

Stepp & Rothwell has not been the subject of any disciplinary actions.

Item 10 Other Financial Industry Activities and Affiliations

- A. Neither Stepp & Rothwell, nor its representatives, are registered or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.
- B. Neither Stepp & Rothwell, nor its representatives, are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or a representative of the foregoing.
- C. Stepp & Rothwell does not have any relationship or arrangement that is material to its advisory business or to its clients with any related person.
- D. Stepp & Rothwell does not recommend or select other investment advisors for its clients.

Item 11 Code of Ethics, Participation or Interest in Client Transactions, and Personal Trading

- A. Stepp & Rothwell maintains an investment policy relative to personal securities transactions. This investment policy is part of Stepp & Rothwell’s overall Code of Ethics, which serves to establish a standard of business conduct for all of Stepp & Rothwell’s Representatives that is based upon fundamental principles of openness, integrity, honesty, and trust, a copy of which is available upon request.

In accordance with Section 204A of the Investment Advisers Act of 1940, Stepp & Rothwell also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by Stepp & Rothwell or any person associated with Stepp & Rothwell.

- B. Neither Stepp & Rothwell nor any related person of Stepp & Rothwell recommends, buys, or sells for client accounts, securities in which Stepp & Rothwell or any related person of Stepp & Rothwell has a material financial interest.
- C. Stepp & Rothwell and/or representatives of Stepp & Rothwell *may* buy or sell securities that are also recommended to clients. This practice may create a situation where Stepp & Rothwell and/or representatives of the firm are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a potential conflict of interest. Practices such as “scalping” (i.e., a practice whereby the owner of shares of a security recommends that security for investment and then immediately sells it at a profit upon the rise in the market price which follows the recommendation) could take place if Stepp & Rothwell did not have adequate policies in place to detect such activities. In addition, this requirement can help detect insider trading, “front-running” (i.e., personal trades executed prior to those of Stepp & Rothwell’s clients) and other potentially abusive practices.

Stepp & Rothwell has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of Stepp & Rothwell’s “Access Persons”. Stepp & Rothwell’s securities transaction policy requires that Access Persons of Stepp & Rothwell must provide the Chief Compliance Officer or his/her designee with a written report of their current securities holdings within 10 days after becoming an Access Person. Additionally, each Access Person must provide the Chief Compliance Officer or his/her designee with a written report of the Access Person’s current securities holdings at least once each 12-month period thereafter on a date Stepp & Rothwell selects; provided, however, that at any time that the firm has only one Access Person, he or she shall not be required to submit any securities report described above.

- D. Stepp & Rothwell and/or representatives of Stepp & Rothwell *may* buy or sell securities, at or around the same time as those securities are recommended to clients. This practice creates a situation where Stepp & Rothwell and/or representatives of the firm are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a potential conflict of interest. As indicated above in Item 11 C, Stepp & Rothwell has a personal securities transaction policy in place to monitor the personal securities transaction and securities holdings of each of Stepp & Rothwell’s Access Persons.

Item 12 Brokerage Practices

- A. In the event that the client requests that Stepp & Rothwell recommend a broker-dealer/custodian for execution and/or custodial services (exclusive of those clients that may direct Stepp & Rothwell to use a specific broker-dealer/custodian), Stepp & Rothwell generally recommends that investment management accounts be maintained at *Schwab*. Prior to engaging Stepp & Rothwell to provide investment management services, the client will be required to enter into a formal *Investment Advisory Agreement* with Stepp & Rothwell setting forth the terms and conditions under which Stepp & Rothwell shall manage the client’s assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Factors that Stepp & Rothwell considers in recommending *Schwab* (or any other broker-dealer/custodian to clients) include historical relationship with Stepp & Rothwell, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by Stepp & Rothwell's clients shall comply with Stepp & Rothwell's duty to obtain best execution, a client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where Stepp & Rothwell determines, in good faith, that the commission/transaction fee is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Stepp & Rothwell will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, Stepp & Rothwell's investment management fee. Stepp & Rothwell's best execution responsibility is qualified if securities that it purchases for client accounts are mutual funds that trade at net asset value as determined at the daily market close.

1. Research and Additional Benefits

Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, Stepp & Rothwell may receive from *Schwab* (or another broker-dealer/custodian) without cost (and/or at a discount) support services and/or products, certain of which assist Stepp & Rothwell to better monitor and service client accounts maintained at such institutions. Included within the support services that may be obtained by Stepp & Rothwell may be investment-related research, pricing information and market data, software, and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or free consulting services, discounted and/or free attendance at conferences, meetings, and other educational and/or social events, marketing support, computer hardware and/or software and/or other products used by Stepp & Rothwell in furtherance of its investment advisory business operations.

As indicated above, certain of the support services and/or products that *may* be received may assist Stepp & Rothwell in managing and administering client accounts. Others do not directly provide such assistance, but rather assist Stepp & Rothwell to manage and further develop its business enterprise.

Stepp & Rothwell's clients do not pay more for investment transactions effected and/or assets maintained at *Schwab* as a result of this arrangement. There is no corresponding commitment made by Stepp & Rothwell to *Schwab* or any other any entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities, or other investment products as result of the above arrangement.

Stepp & Rothwell's Chief Compliance Officer, Howard R. Rothwell, remains available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding perceived conflict of interest such arrangement may create.

2. Stepp & Rothwell does not receive referrals from broker-dealers.

3. Stepp & Rothwell does not generally accept directed brokerage arrangements (when a client requires that account transactions be effected through a specific broker-dealer). In such client-directed arrangements, the client will negotiate terms and arrangements for his/her/its account with that broker-dealer, and Stepp & Rothwell will not seek better execution services or prices from other broker-dealers or be able to “batch” the client’s transactions for execution through other broker-dealers with orders for other accounts managed by Stepp & Rothwell. As a result, clients may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.

Please Note: In the event that the client directs Stepp & Rothwell to effect securities transactions for the client’s accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through alternative clearing arrangements that may be available through Stepp & Rothwell.

Stepp & Rothwell’s Chief Compliance Officer, Howard R. Rothwell, remains available to address any questions that a client or prospective client may have regarding the above arrangement.

- B. To the extent that Stepp & Rothwell provides investment management services to its clients, the transactions for each client account generally will be effected independently, unless Stepp & Rothwell decides to purchase or sell the same securities for several clients at approximately the same time. Stepp & Rothwell may (but is not obligated to) combine or “bunch” such orders to obtain best execution, to negotiate more favorable commission rates, or to allocate equitably among Stepp & Rothwell’s clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders placed for each client account on any given day. Stepp & Rothwell shall not receive any additional compensation or remuneration as a result of such aggregation.

Item 13 Review of Accounts

- A. For those clients to whom Stepp & Rothwell provides investment supervisory services, account reviews are conducted on an ongoing basis by Stepp & Rothwell’s Principals and/or representatives. All investment supervisory clients are advised that it remains their responsibility to advise Stepp & Rothwell of any changes in their investment objectives and/or financial situation. All clients are encouraged to comprehensively review financial planning issues (to the extent applicable), investment objectives, and account performance with Stepp & Rothwell on a quarterly basis.
- B. Stepp & Rothwell *may* conduct account reviews on an other than periodic basis upon the occurrence of a triggering event, such as a change in client investment objectives and/or financial situation, market corrections, and client request.

- C. Clients are provided with transaction confirmation notices and regular summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts.

Comprehensive reports are prepared for each meeting with a client. Reports are updated and provided upon any client's request. Regular reports include balance sheets, income and expense summaries of investment and non-investment assets, tax projections, cash flow projections, retirement projections, estate analyses, and any other reports or analyses particular to the financial counseling services being provided to each specific client.

Clients also receive reports that detail the portfolio holdings, summarize purchases and sales, and measure performance against the client's objectives and relevant issues. Financial planning matters and recommendations for change are also communicated within the context of this update.

Item 14 Client Referrals and Other Compensation

- A. As referenced in Item 12.A.1 above, Stepp & Rothwell may receive an indirect economic benefit from *Schwab*. Stepp & Rothwell, without cost (and/or at a discount), may receive support services and/or products from *Schwab*.

Stepp & Rothwell's clients do not pay more for investment transactions effected and/or assets maintained at *Schwab* as a result of this arrangement. There is no corresponding commitment made by Stepp & Rothwell to *Schwab* or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangement.

Stepp & Rothwell's Chief Compliance Officer, Howard R. Rothwell, remains available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding perceived conflict of interest any such arrangement may create.

- B. Stepp & Rothwell may enter into agreements with solicitors and compensate them for client referrals. If a client is introduced to Stepp & Rothwell by a solicitor, Stepp & Rothwell may pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Advisers Act of 1940, and any corresponding state securities law requirements. Any such referral fee shall be paid solely from the investment management fees earned by Stepp & Rothwell, and shall not result in any additional charge to the client. If the client is introduced to Stepp & Rothwell by an unaffiliated solicitor, the client will be given, prior to or at the time of entering into any advisory contract, (1) a copy of Stepp & Rothwell's written disclosure statement which meets the requirements of Rule 204-3 of the Advisers Act, and (2) a copy of the solicitor's disclosure statement containing the terms and conditions of the solicitation arrangement, including a description of the compensation to be paid to the solicitor. Any solicitor of Stepp & Rothwell shall disclose the nature of his/her relationship to prospective clients at the time of solicitation and will provide all prospective clients with a copy of Stepp & Rothwell's written disclosure statement at the time of the solicitation. Solicitors do not have the authority to accept any client(s) on behalf of Stepp & Rothwell, and Stepp & Rothwell is under no obligation to accept any prospective client referred by a solicitor.

Item 15 Custody

Stepp & Rothwell is deemed to have custody when it is given the ability to have clients' advisory fees debited by the custodian from the client's account. On occasion, clients may choose to appoint principals of Stepp & Rothwell to serve as trustees of their trusts, which is deemed to give Stepp & Rothwell custody of any investment accounts held in those trusts. In all cases, clients are provided with transaction confirmation notices and regular summary account statements directly from the broker-dealer/custodian for the client accounts, which they should carefully review.

Please Note: To the extent that Stepp & Rothwell provides clients with periodic account statements or reports, the client is urged to compare any statement or report provided by Stepp & Rothwell with the account statements received from the account custodian.

Item 16 Investment Discretion

The client can determine to engage Stepp & Rothwell to provide investment advisory services on a discretionary basis. Prior to Stepp & Rothwell assuming discretionary authority over a client's account, the client shall be required to execute an *Investment Advisory Agreement*, naming Stepp & Rothwell as the client's attorney and agent in fact, granting Stepp & Rothwell full authority to buy, sell, or otherwise effect investment transactions involving the assets in the client's name found in the discretionary account.

Clients who engage Stepp & Rothwell on a discretionary basis may, at anytime, impose restrictions, **in writing**, on Stepp & Rothwell's discretionary authority (i.e., limit the types/amounts of particular securities purchased for their account, exclude the ability to purchase securities with an inverse relationship to the market, limit or proscribe Stepp & Rothwell's use of margin, etc).

Item 17 Voting Client Securities

- A. Stepp & Rothwell does not vote client proxies. Clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings, or other types of events pertaining to the client's investment assets.
- B. Clients will receive their proxies or other solicitations directly from their custodian. Clients may contact Stepp & Rothwell to discuss any questions they may have with a particular solicitation.

Item 18 Financial Information

- A. Stepp & Rothwell does not solicit fees of more than \$1,200, per client, six months or more in advance.
- B. Stepp & Rothwell is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts.
- C. Stepp & Rothwell has not been the subject of a bankruptcy petition.

ANY QUESTIONS: Stepp & Rothwell's Chief Compliance Officer Howard R. Rothwell, remains available to address any questions that a client or prospective client may have regarding the above disclosures and arrangements.