

GulfCoast Financial Services, Inc.

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FORM ADV PART 2

BROCHURE

This brochure provides information about the qualifications and business practices of GulfCoast Financial Services, Inc. If you have any questions about the contents of this brochure, please contact us at 386.755.9018. 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 GulfCoast Financial Services, Inc. is also available on the SEC's website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for GulfCoast Financial Services, Inc. is 137201.

GulfCoast Financial Services, Inc. is a Registered Investment Adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

Item 2 Material Changes

Form ADV Part 2 requires registered investment advisers to amend their brochure when information becomes materially inaccurate. If there are any material changes to an adviser's disclosure brochure, the adviser is required to notify you and provide you with a description of the material changes.

Generally, GulfCoast Financial Services, Inc. will notify clients of material changes on an annual basis. However, where we determine that an interim notification is either meaningful or required, we will notify our clients promptly. In either case, we will notify our clients in a separate document.

Item 3 Table of Contents

Table of Contents

| | |
|---|---------|
| Item 4 Advisory Business | Page 1 |
| Item 5 Fees and Compensation | Page 7 |
| Item 6 Performance-Based Fees and Side-By-Side Management | Page 7 |
| Item 7 Types of Clients | Page 8 |
| Item 8 Methods of Analysis, Investment Strategies and Risk of Loss | Page 8 |
| Item 9 Disciplinary Information | Page 9 |
| Item 10 Other Financial Industry Activities and Affiliations | Page 9 |
| Item 11 Code of Ethics, Participation or Interest in Client Transactions and Personal Trading | Page 10 |
| Item 12 Brokerage Practices | Page 10 |
| Item 13 Review of Accounts | Page 12 |
| Item 14 Client Referrals and Other Compensation | Page 12 |
| Item 15 Custody | Page 13 |
| Item 16 Investment Discretion | Page 13 |
| Item 17 Voting Client Securities | Page 13 |
| Item 18 Financial Information | Page 13 |
| Item 19 Requirements for State Registered Investment Advisers | Page 14 |
| Item 20 Additional Information | Page 14 |

Item 4 Advisory Business

Description of Services and Fees

We are a registered investment adviser based in Lake City, Florida. We are organized as a corporation under the laws of the State of Florida. We have been providing investment advisory services since 2006. John Kuykendall is our firm's principal owner.

The following paragraphs describe our services and fees. You may see the term Associated Person throughout this Brochure. As used in this Brochure, our Associated Persons are our firm's officers, employees, and all individuals providing investment advice on behalf of our firm.

What We Do

We provide investment management services and financial planning solutions that stress fiscal responsibility and shrewd planning that is not always about the accumulation of assets, which we believe has little to do with real happiness, but what is best for your personal health and wellbeing. Some of the best advice we could ever offer you is that success, achievement, and contentment in life have little to do with personal wealth but are instead related to lifestyle choices. These lifestyle choices are your unique values, life goals, and plans. Therefore the economic solutions we develop based on your lifestyle choices, whether investment management or financial planning, reflect how *you* define true wealth not us. Our services include:

- Advice on how to best navigate the current economic and investment environment.
- The construction of a financial plan, when necessary, to evaluate the investing and financial options available to you based upon your defined goals.
- The design of an asset allocation guideline unique to your predefined goals and objectives.
- Implementation of the investment and risk management strategies necessary to attain your financial goals.
- Monitoring the investment performance of such management strategies.

How We Get to Know You

Our services are tailored to your individual needs. We get to know you through one-on-one consultations to discuss issues such as your current income and expenses, career, personal goals, investment return expectations and prior investment experience.

With the complexity of today's marketplace, it is critical for us to understand who you are and what you want to accomplish financially. We must have a clear picture of your unique financial composition and risk tolerance so that we can develop a successful investment plan and tailored asset allocation guideline. If you have difficulty expressing your monetary needs or do not truly have a grasp of your overall personal finances, a financial plan may be suggested before proceeding with any investment services.

Our meetings with you to discuss your finances, and, if necessary, develop a financial plan, will help to eliminate much of the guesswork in achieving the security and independence you desire and simplify your financial alternatives. In return, we will have:

- Defined and narrowed objectives and investment options;
- Identified areas of greatest distress;
- Developed a strategy for addressing concerns about the future;
- Cultivated peace of mind; and,
- Created a unique picture of your overall economic personality.

Once your financial parameters have been identified, we will prepare a recommended allocation plan that outlines what asset mix is most suitable for your unique investment expectations and risk tolerance. This allocation plan will guide us in the management of your account(s), and as a standard against which to measure future results and to make modifications where necessary.

Investment Management Services

We offer discretionary investment management services to our clients and prospective clients. Once we construct an investment portfolio for you, we will monitor your portfolio's performance on an ongoing basis, and will rebalance the portfolio as required by changes in market conditions and in your financial circumstances.

If you participate in our discretionary investment management services, we require you to grant our firm discretionary authority to manage your account. Discretionary authorization will allow our firm to determine the specific securities, and the amount of securities, to be purchased or sold for your account without your approval prior to each transaction. Discretionary authority is typically granted by the investment advisory agreement you sign with our firm, a power of attorney, or trading authorization forms.

Our fee for investment management services is based on a percentage of your assets we manage and is billed and payable quarterly in advance based on the value of your account on the last business day of the previous calendar quarter. In other words, the fee for a quarter will be one-fourth of the annual percentage (i.e., $1.50\% \div 4 = 0.375\%$) multiplied by the fair market value of the assets in the client's account on the last business day of the previous calendar quarter. We retain discretion to negotiate the management fee under 1.50% on a client-to-client basis. Generally, fee breaks occur as the total assets in the portfolio increase past the following tiers:

| Assets Under Management | Annual Fee |
|--------------------------------|-------------------|
| \$25,000 - \$100,000 | 1.50% |
| \$100,000 - \$500,000 | 1.25% |
| \$500,001 - \$1,000,000 | 1.00% |
| Over \$1,000,000 | Negotiable |

We require a minimum initial investment of \$25,000 to open any managed account. However, this minimum may be waived under certain circumstances. For example, we may waive the minimum if you appear to have significant potential for increasing your assets under our management.

At our discretion, we may combine the account values of family members living in the same household to determine the applicable advisory fee. For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts. Combining account values may increase the asset total, which may result in your paying a reduced advisory fee based on the available breakpoints in our fee schedule stated above.

If the investment management agreement is executed at any time other than the first day of a calendar quarter, our fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the quarter for which you are a client. Advisory fees will be taken first from free credit balances or from any money market funds or balances. If such assets are insufficient to satisfy payment of such fees, a portion of the account assets will be liquidated to cover the fees. Such liquidation may affect the relative balances of the account.

Assets deposited by you into your account between billing cycles will not result in additional management fees being billed to you unless such deposits exceed \$25,000. Such deposits of this amount or greater, in most cases, will require modifications and adjustments to your investment allocation. Therefore, a pro-rata fee based upon the number of days remaining in the current quarterly period may be assessed to you for deposits exceeding the above amount. For assets you may withdraw, we do not make partial refunds of your management fees. Just as with deposits, withdrawals may require modifications and adjustments to be made in the account to correct your allocation of assets.

You may be assessed a one-time initial set-up fee of up to 1.00% of your assets to be managed. This set-up fee covers: (i) meeting with you to gather information and prepare an allocation plan that outlines what asset mix is most suitable for your unique investment expectations and risk tolerance; (ii) the administrative services involved in transferring your assets to our custodial firm; and, (iii) general communications to ensure a successful start of our relationship. Should we assess this set-up fee, it will be non-refundable.

We will send you an invoice for the payment of our advisory fee, or we will deduct our fee directly from your account through the qualified custodian holding your funds and securities. We will deduct our advisory fee only when the following requirements are met:

- You provide our firm with written authorization permitting the fees to be paid directly from your account held by the qualified custodian.
- The qualified custodian agrees to send you a statement, at least quarterly, indicating all amounts dispersed from your account including the amount of the advisory fee paid directly to our firm.

To terminate investment advisory services, either party (you or us) by written notification to the other party, may terminate the Investment Advisory Agreement at any time, provided such written notification is received at least 30 days prior to the date of termination. Such notification should include the date the termination will go into effect along with any final instructions on the account (i.e., liquidate the account, finalize all transactions and/or cease all investment activity). Once the termination of investment advisory services has been implemented, neither party has any obligation to the other - we no longer earn management fees or give investment advice and you become responsible for making your own investment decisions. You will incur a pro rata charge for services rendered prior to the termination of the investment management agreement, which means you will incur advisory fees only in proportion to the number of days in the quarter for which you are a client. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

Financial Planning Services

Financial planning is an evaluation of the investment and financial options available to you based upon your defined lifestyle choices. Planning includes: (i) attempting to make optimal decisions; (ii) projecting the consequences of these decisions for you in the form of a financial plan - a working blueprint; and, (iii) implementing the protocol to achieve the objectives of the plan. Once complete the plan is then used to compare future performance against the working blueprint.

A financial plan is a mutually defined area or areas for review of your personal financial needs. In general, our financial planning encompasses one or more of the following areas of financial need as presented by you:

- Personal - Family records, budgeting, personal liability, estate information and financial goals.
- Education - Education IRAs, financial aid, and state savings plans including 529 plans, grants and general assistance in preparing to meet dependents continuing educational needs through development of an education plan.
- Taxes & Cash Flow - Understanding the impact of various investments on your current income tax and future tax liability.
- Survivor and Beneficiary Planning - Cash needs at death, income needs of surviving dependents, estate planning and income analysis.
- Estate - Reviewing estate planning documents, including wills and trusts, to determine if you should seek the assistance of an estate planning attorney. Reviewing powers of attorney, nursing home and assisted living agreements, living trusts, and Medicare/Medicaid benefits.
- Retirement - Analysis of current strategies and investment plans to help you achieve your retirement goals.
- Investments - Analysis of investment alternatives and their effect on your investment portfolio(s), including a risk and return analysis. Assessment of your risk tolerance profile.
- Real Estate - Analysis of real estate investment opportunities.

- Insurance - Review of existing policies to ensure proper coverage for life, health, disability, long-term care, liability, home and automobile.

We need to learn about you - your needs, concerns, priorities and what you want to achieve financially. To do this we will gather the necessary information to complete the particular area of analysis through a financial profile and personal interviews. Information gathered could include your current financial status, future goals, a list of assets, insurances, wills and/or trusts documents, monthly expenses and any other information deemed necessary/relevant. Throughout this process, we will explain how we will assist you in meeting your stated personal and financial objectives, and the responsibilities we have as a fiduciary on this journey.

Financial plans are based on your financial situation at the time we present the plan to you, and on the financial information you provide to our firm. You must promptly notify our firm if your financial situation, goals, objectives, or needs change.

You are under no obligation to act on our financial planning recommendations. Should you choose to act on any of our recommendations, you are not obligated to implement the financial plan through any of our other investment advisory services. Moreover, you may act on our recommendations by placing securities transactions with any brokerage firm.

How we charge to develop a financial plan depends on the size, complexity, and nature of your personal and financial situation and the amount of time it will take to analyze and summarize the plan and perform the services you desire. Financial planning services are offered on either a fixed fee basis not to exceed \$2,000 or at an hourly rate of \$150 for the initial engagement. The fee will be fully disclosed up-front in a Financial Planning Agreement, which will include the cost to review your financial information and prepare the financial plan. Rarely will a fee exceed those costs outlined in the Financial Planning Agreement. However, there can be instances where we did not contract with you to perform a particular task and therefore merit notifying you of the additional cost prior to beginning such services.

We maintain the option to: (i) require full payment up-front; or, (ii) require one-half the fee be paid at the time the Financial Planning Agreement is signed, with the remaining balance due upon completion of the financial plan. The recommendations made in a financial plan are generally completed within 30 to 45 days from you signing the Financial Planning Agreement. However, implementing the plan using outside professionals (i.e., attorneys, CPAs, etc.) may require additional time that is out of our control. Therefore, when we refer to the completion of the financial plan, we are referring to us (you and our firm) finalizing your financial benchmarks/objectives before approaching any outside professional.

Should you wish to terminate the Financial Planning Agreement before the presentation of any financial planning documents, we will be compensated through the date of termination for time spent in design of such financial documents at the hourly rate agreed to in the Financial Planning Agreement. If you have prepaid any fees, such fees will be returned on a prorated basis. After the financial plan has been completed and presented to the client, termination of the Financial Planning Agreement is no longer an option.

Material changes in your personal circumstances, the general economy, or tax law changes are some of the reasons why the recommendations made in a financial plan should be reviewed periodically and possibly adjusted. It is also important to note, that your risk profile changes over time. We strongly suggest that the overall financial plan be reviewed not less than on an annual basis. If you elect an Annual Retainer Agreement, we will notify you of the annual cost to perform the desired work at the beginning of each year. Such retainer fee will not exceed one-half of the financial planning fees we originally charged.

Asset Allocation Services

We offer non-discretionary asset allocation services to our clients and prospective clients who do not otherwise participate in our discretionary investment management services. If you retain our firm for asset allocation services, we will gather information about your financial situation and

objectives, and assist you in determining your investment goals, objectives, risk tolerance, and retirement plan time horizon. We will initially provide you with recommendations as to how to allocate your investments among categories of assets. We will then review your account on a quarterly basis. Where appropriate, we may provide you with recommendations to change your asset allocation in an effort to remain consistent with your stated financial objectives. You are free at all times to accept or reject any of our investment recommendations. You are solely responsible for implementing our recommendations. Unless you separately retain our investment management services, we will not execute any transactions or changes in asset allocation on your behalf.

Our fee for asset allocation services is based on a percentage of your assets that we review and is billed and payable quarterly in advance based on the value of your account on the last business day of the previous quarter. The annual fee is no more than 0.25% of the value of your account, subject to a minimum fee of \$150 per quarter.

You may terminate the non-discretionary investment advisory agreement by providing written notice to our firm. The asset allocation fee will be prorated for the quarter in which the termination notice is given, which means that you will incur advisory fees only in proportion to the number of days in the quarter for which you are a client. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

Pension Consulting Services

Our firm brings a disciplined management process to every plan engagement. In serving as a fiduciary, we adhere to ERISA professional practice standards in managing a pension/retirement plan. Our services generally follow these five steps:

Step 1: Review Current Investment Architecture

We will conduct a fiduciary review of the retirement plan's current investment activities. This includes reviewing existing trust documents and the plan's current Investment Policy Statement. Third-party money manager ("Portfolio Manager") and/or mutual fund structures and fees (including transaction costs) will be scrutinized. We will also examine recordkeeping and administration expenses, and will confirm bonding requirements are currently being satisfied. In addition, we will review and evaluate strategic investment strategies and policies, and all existing contracts. Broadly, this step is intended to help the sponsor and/or the plan's named fiduciaries identify, confirm, and measure objectives, concerns, and performance in managing the retirement plan. We will take steps to educate fiduciaries about their responsibilities and duties. Moreover, we will use this education process as a convenient forum for eliciting feedback and input from existing plan fiduciaries so that the findings in this first step will also reflect the knowledge and experience and insights of the existing fiduciary team.

Step 2: Design the Optimum Portfolio/Menu

Identify diversification and optimization approaches for the retirement plan to effectively control individual asset allocation decisions. The asset classes and various asset class combinations that will be made available to the plan need to be identified. The identification of the asset classes to be made available requires a consideration of anticipated returns and risk measures, as well as the historical correlation coefficients between asset classes. This work will result in setting the foundation for the management approach to appropriately diversify and optimize the investments that will be included in the investment menu and reflected in the investment policy.

Step 3: Formalize the Investment Policy

We will draft, or amend, a written investment policy that will address specific plan and investment objectives, the various asset classes and alternative asset class combination funds to be included, as well as the investment guidelines and procedures for selecting and monitoring Portfolio Managers.

Step 4: Implement Investment Policy

We will propose a number of alternative Portfolio Manager or mutual fund options for the fiduciary or trustee's consideration. The proposal will include a review of active and passive alternatives. We will consider the individual management styles and disciplines that each Portfolio Manager or mutual fund is expected to bring to the total portfolio.

Step 5: Monitor the Investment Program

Most importantly, we will provide ongoing supervision of the investment program, and will submit and present quarterly performance reports comparing the returns of each investment in the portfolio/menu against stated investment objectives, and the policy benchmarks. On a regular basis, we will assess the qualitative and organizational structures affecting each of the plan's investments. Generally, we will keep the fiduciaries/trustees apprised of the overall costs of the retirement plan, and material changes in any investments that are being utilized. Evolving economic, financial and competitive developments will be included as part of our ongoing monitoring.

The investment programs we put together for the pension plan sponsors and fiduciaries are based on the investment disciplines that most closely resemble the pension plan's investment objectives and risk tolerance as outlined in the plan's Investment Policy Statement. The investment programs offer:

- Customized platforms of leading Portfolio Managers.
- Investment management expertise.
- Construction tools to implement effective investment portfolios.
- Provide plan sponsors with online reporting and account access.

We will perform any initial qualifying analysis that may be required by the Portfolio Manager(s) on the platform including any professional, administrative and clerical duties prior to establishing the pension plan account and any follow-up thereafter. The Portfolio Manager(s) may have little or no direct contact with the plan sponsors and/or fiduciaries.

Once the pension plan account has been established, we will continuously evaluate the performance of the Portfolio Manager(s) and notify the plan sponsor of our recommendations on whether the Portfolio Manager(s) is meeting the investment objectives as outlined in the Investment Policy Statement.

The Portfolio Managers who will be used to manage the pension plan will disclose their fees for management services in their disclosure brochure, which we will provide the plan sponsor prior to establishing the management account. The fees that will be charged include:

1. The Portfolio Manager's management fee;
2. Our monitoring fee (not to exceed 1.50%) that the Portfolio Manager platform will pay us from their management fee; and/or,
3. Trading commissions and/or account charges, depending on if the Portfolio Manager is "wrapping" all the fees, which may be imposed by the custodian or broker/dealer used to custody the pension plan account(s).

The Portfolio Manager's disclosure brochure contains all pertinent disclosures relating to their management services, fee structure for such services, and their termination provisions - the plan sponsor is encouraged to carefully review these disclosures.

Types of Investments

When managing our client's portfolios, we primarily use investment company products (mutual funds), equities (stocks), debt instruments (bonds), exchange traded funds (ETFs), and the occasional real estate investment trusts (REITs).

In addition, depending on our clients' risk tolerance, we may also recommend using the following investment vehicles to achieve our clients' desired investment objective: leveraged index funds, closed-end funds, and other publicly traded securities.

Assets Under Management

As of 01/12/2011, we manage \$42,047,553 client assets, all of which are managed on a discretionary basis.

Item 5 Fees and Compensation

Please refer to the "Advisory Business" section in this Brochure for information on our advisory fees, fee deduction arrangements, and refund policy according to each service we offer.

Additional Fees and Expenses

As part of our investment advisory services to you, we may invest, or recommend that you invest, in mutual funds and exchange traded funds. The fees that you pay to our firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. You will also incur transaction charges and/or brokerage fees when purchasing or selling securities. These charges and fees are typically imposed by the broker-dealer or custodian through which your account transactions are executed. We do not share in any portion of the brokerage fees/transaction charges imposed by the broker-dealer or custodian. To fully understand the total cost you will incur, you should review all the fees charged by mutual funds, exchange traded funds, our firm, and others. For information on our brokerage practices, please refer to the "Brokerage Practices" section of this Brochure.

Compensation for the Sale of Securities or Other Investment Products

Mr. Kuykendall is a registered representative with Summit Brokerage Services, Inc. ("Summit Brokerage Services"), a securities broker-dealer, and a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. In his capacity as a registered representative, he will receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products. Compensation earned by Mr. Kuykendall in his capacity as a registered representative is separate and in addition to our advisory fees. This practice presents a conflict of interest because Mr. Kuykendall has an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on your needs. However, you are under no obligation, contractually or otherwise, to purchase securities products through Mr. Kuykendall.

Mr. Kuykendall is also licensed as an independent insurance agent. He will earn commission-based compensation for selling insurance products, including insurance products they sell to you. Insurance commissions earned by Mr. Kuykendall is separate and in addition to our advisory fees. This practice presents a conflict of interest because Mr. Kuykendall has an incentive to recommend insurance products to you for the purpose of generating commissions rather than solely based on your needs. However, you are under no obligation, contractually or otherwise, to purchase insurance products through any Mr. Kuykendall.

Any material conflicts of interest between you and our firm, or our employees are disclosed in this Brochure. If at any time, additional material conflicts of interest develop, we will provide you with written notification of the material conflicts of interest or an updated Brochure.

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

We do not charge performance-based fees or participate in side-by-side management. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees. Performance-based fees are fees that are based on a share of capital gains or capital appreciation of a client's account. Our fees are calculated as described in the **Advisory Business** section above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds in your advisory account.

Item 7 Types of Clients

We offer investment advisory services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations, and other business entities.

In general, we require a minimum of \$25,000 to open and maintain an advisory account. At our discretion, we may waive this minimum account size. For example, we may waive the minimum if you appear to have significant potential for increasing your assets under our management. We may also combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts to meet the stated minimum.

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

Our investment management approach incorporates your financial needs and investment objectives, time horizon, and risk tolerance to yield an effective investment strategy.

We are not bound to a specific investment strategy or ideology for the management of your investment portfolio except for how such strategy might affect the risk tolerance levels we predefined for you during the getting-to-know-you process. However, our investment strategies generally incorporate these methodologies:

Modern Portfolio Theory

Modern Portfolio Theory ("MPT") is the analysis of a portfolio of stocks as opposed to selecting stocks based on their unique investment opportunity. The objectives of MPT is to determine your preferred level of risk then construct a portfolio that maximizes your expected return for that given level of risk. Our investment methodology follows five (5) basic premises, each of which is derived from MPT.

- You, as with all clients, are inherently risk-averse.
- The markets are basically efficient.
- The focus of attention is shifted away from individual securities analysis to consideration of portfolios as a whole, predicated on explicit risk-reward parameters.
- For any level of risk that you are willing to accept, there is a rate of return that should be targeted.
- Portfolio diversification is not so much a function of how many issues are involved, but more a function of the relationships and proportions of each asset to its correlating asset.

Modern Portfolio Theory was developed and introduced by Harry M. Markowitz in his paper "Portfolio Selection" published in 1952 by the *Journal of Finance*.

Asset Allocation

Asset Allocation is a broad term used to define the process of selecting a mix of asset classes and the efficient allocation of capital to those assets by matching rates of return to a specified and quantifiable tolerance for risk. From this there are more narrow and aggressive Asset Allocation derivatives that we may use.

Dollar-Cost Averaging

Dollar-cost averaging is the technique of buying a fixed dollar amount of securities at regularly scheduled intervals, regardless of the price per share. This will gradually, over time, decrease the average share price of the security. Dollar-cost averaging lessens the risk of investing a large amount in a single investment at the wrong time.

We may also use one or more of the following methods of analysis or investment strategies when providing investment advice to you:

- Technical Analysis - involves studying past price patterns and trends in the financial markets to predict the direction of both the overall market and specific stocks.
- Long Term Purchases - securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.

- Short Term Purchases - securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short term price fluctuations.
- Margin Transactions - a securities transaction in which an investor borrows money to purchase a security, in which case the security serves as collateral on the loan.

More than a small portion of our clients' assets are advised using long term investment strategies with a minimum investment horizon of five to ten years. Long term purchases may be affected by unforeseen long term changes in the company in which you are invested or in the overall market.

Margin accounts present special risks because you can lose more money than you deposit in your account. Additionally, the custodian can force the sale of securities in your account and can sell securities without contacting you.

Our strategies and investments may have unique and significant tax implications. However, unless we specifically agree otherwise, and in writing, tax efficiency is not our primary consideration in the management of your assets. Regardless of your account size or any other factors, we strongly recommend that you continuously consult with a tax professional prior to and throughout the investing of your assets.

Risk of Loss

Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

Recommendation of Particular Types of Securities

As disclosed under the "Advisory Business" section in this Brochure, we primarily recommend the following types of securities investment company products (mutual funds), equities (stocks), debt instruments (bonds), exchange traded funds (ETFs), and the occasional real estate investment trusts (REITs). You should be advised that investing in these types of securities involves risks including the occurrence of a severe market decline in one or more financial markets, risk of economic contraction or decline and inflation or deflation. When appropriate, we may recommend "no-load" mutual funds to you in order to minimize your costs.

Item 9 Disciplinary Information

Neither our firm nor Mr. John Kuykendall has any reportable disciplinary events occurring within the past ten years.

Item 10 Other Financial Industry Activities and Affiliations

We have not provided information on other financial industry activities and affiliations because we do not have any relationship or arrangement that is material to our advisory business or to our clients with any of the types of entities listed below.

1. broker-dealer, municipal securities dealer, or government securities dealer or broker
2. investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund)
3. other investment adviser or financial planner
4. futures commission merchant, commodity pool operator, or commodity trading advisor
5. banking or thrift institution
6. accountant or accounting firm
7. lawyer or law firm
8. insurance company or agency
9. pension consultant

- 10. real estate broker or dealer
- 11. sponsor or syndicator of limited partnerships

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

Description of Our Code of Ethics

We strive to comply with applicable laws and regulations governing our practices. Therefore, our Code of Ethics includes guidelines for professional standards of conduct for our Associated Persons. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with you. All of our Associated Persons are expected to adhere strictly to these guidelines. Persons associated with our firm are also required to report any violations of our Code of Ethics. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about you or your account holdings by persons associated with our firm.

Our Code of Ethics is available to you upon request. You may obtain a copy of our Code of Ethics by contacting Mr. John Kuykendall at 386.755.9018.

Personal Trading Practices

Our firm or persons associated with our firm may buy or sell securities for you at the same time we or persons associated with our firm buy or sell such securities for our own account. We may also combine our orders to purchase securities with your orders to purchase securities ("block trading"). Please refer to the "Brokerage Practices" section in this Brochure for information on our block trading practices. A conflict of interest exists in such cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To mitigate this conflict of interest, it is our policy that neither our Associated Persons nor we shall have priority over your account in the purchase or sale of securities.

Item 12 Brokerage Practices

We recommend the brokerage and custodial services of Summit Brokerage Services, a securities broker-dealer and a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation and TD AMERITRADE, Inc., a securities broker-dealer and a member of the Financial Industry Regulatory Authority, National Futures Association, and the Securities Investor Protection Corporation.

We believe that the recommended broker-dealer/custodian provides quality execution services for you at competitive prices. Price is not the sole factor we consider in evaluating best execution. We also consider the quality of the brokerage services provided by the recommended broker-dealer/custodian, including the value of research provided, the firm's reputation, execution capabilities, commission rates, and responsiveness to our clients and our firm. In recognition of the value of research services and additional brokerage products and services the recommended broker-dealer/custodian provides, you may pay higher commissions and/or trading costs than those that may be available elsewhere.

Research and Other Benefits

Our firm participates in the TD AMERITRADE Institutional program. TD AMERITRADE Institutional is a division of TD AMERITRADE, Inc. ("TD AMERITRADE") member FINRA/SIPC/NFA. TD AMERITRADE is an independent and unaffiliated SEC-registered broker-dealer and FINRA member. TD AMERITRADE offers to independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions. Our firm receives some benefits from TD AMERITRADE through its participation in the program.

There is no direct link between our firm's participation in the program and the investment advice it gives to its Clients, although our firm receives economic benefits through its participation in the program that are typically not available to TD AMERITRADE retail investors. These benefits include

the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations ; research related products and tools; consulting services; access to a trading desk serving adviser participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to our firm by third party vendors. TD AMERITRADE may also have paid for business consulting and professional services received by our firm's related persons. Some of the products and services made available by TD AMERITRADE through the program may benefit our firm but may not benefit its Client accounts. These products or services may assist our firm in managing and administering Client accounts, including accounts not maintained at TD AMERITRADE. Other services made available by TD AMERITRADE are intended to help our firm manage and further develop its business enterprise. The benefits received by our firm or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD AMERITRADE. As part of its fiduciary duties to Clients, the firm endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits by our firm or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the our firm's choice of TD AMERITRADE for custody and brokerage services.

Brokerage for Client Referrals

We do not receive client referrals from broker-dealers in exchange for cash or other compensation, such as brokerage services or research.

Directed Brokerage

Persons providing investment advice on behalf of our firm who are registered representatives of Summit Brokerage Services will recommend Summit Brokerage Services to you for brokerage services. These individuals are subject to applicable rules that restrict them from conducting securities transactions away from Summit Brokerage Services unless Summit Brokerage Services provides the representative with written authorization to do so. Therefore, these individuals are generally limited to conducting securities transactions through Summit Brokerage Services. It may be the case that Summit Brokerage Services charges higher transactions costs and/or custodial fees than another broker charges for the same types of services. If transactions are executed through Summit Brokerage Services, these individuals (in their separate capacities as registered representatives of Summit Brokerage Services) may earn commission-based compensation as result of placing the recommended securities transactions through Summit Brokerage Services. This practice presents a conflict of interest because these registered representatives have an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on your needs. You may utilize the broker-dealer of your choice and have no obligation to purchase or sell securities through such broker as, we recommend. However, if you do not use Summit Brokerage Services, we may not be able to accept your account. Please see the "Fees and Compensation" section in this Brochure for more information on the compensation received by registered representatives who are affiliated with our firm.

Block Trades

We combine multiple orders for shares of the same securities purchased for advisory accounts we manage (this practice is commonly referred to as "block trading"). We will then distribute a portion of the shares to participating accounts in a fair and equitable manner. The distribution of the shares purchased is typically proportionate to the size of the account, but it is not based on account performance or the amount or structure of management fees. Subject to our discretion regarding factual and market conditions, when we combine orders, each participating account pays an average price per share for all transactions and pays a proportionate share of all transaction costs. Accounts owned by our firm or persons associated with our firm may participate in block trading with your accounts; however, they will not be given preferential treatment.

Item 13 Review of Accounts

Investment Management Services

Each investment management account is reviewed on an ongoing basis by Mr. Kuykendall to ensure that your needs and objectives are being met. All accounts are reviewed in the context of your stated investment objectives and guidelines. Cash needs will be adjusted as necessary. In addition, you will receive at least quarterly statements from the brokerage firm where your accounts are custodied. Each statement will summarize the specific investments currently held, the value of your portfolio and account transactions.

Financial Planning

Mr. Kuykendall will work closely with you to be sure the action points identified in the financial plan have been properly executed. Once the action points have been completed, the financial plan should be reviewed at least annually. Material changes in your lifestyle choices, personal circumstances, the general economy, or tax law changes can trigger more frequent reviews. However, it is your responsibility to communicate these changes to us so that the appropriate adjustments can be made.

Pension Consulting

Performance Reports

On a periodic basis, we will provide the pension plan sponsor with a performance evaluation of the investment(s) (herein called the Performance Report). The Performance Report reviews the performance of the pension plan expressed by various modern portfolio statistics that compare the performance of the investment funds to the guidelines called for by the Investment Policy Statement. The Performance Report provides historical and comparative information, and may not be relied upon as predictive of future performance.

Investment Manager Reports

We will review fund data for all the investment managers on at least an annual basis, with respect to their overall performance in achieving the desired objectives of the plan sponsor's Investment Policy Statement. The review is directed to whether the investment manager's performance and discipline is consistent with the intent and objectives of the Investment Policy Statement. We will provide information to facilitate comparisons of the investment manager's overall performance benchmarks described in the Plan's Investment Policy Statement.

Item 14 Client Referrals and Other Compensation

Compensation for Client Referrals

We directly compensate unaffiliated (outside) entities (Solicitors) for client referrals. In order to receive a cash referral fee from our firm, Solicitors must comply with the requirements of the jurisdictions in which they operate. If you were referred to our firm by a Solicitor, you should have received a copy of this brochure along with the Solicitor's disclosure statement at the time of the referral. If you become a client, the Solicitor that referred you to our firm will receive either a percentage of the advisory fee you pay our firm for as long as you are a client with our firm (or until such time as our agreement with the Solicitor expires) or a one-time, flat referral fee upon your signing an advisory agreement with our firm.

You will not pay additional fees because of this referral arrangement. Referral fees paid to a Solicitor are contingent upon your entering into an advisory agreement with our firm. Therefore, a Solicitor has a financial incentive to recommend our firm to you for advisory services. This creates a conflict of interest; however, you are not obligated to retain our firm for advisory services. Comparable services and/or lower fees may be available through other firms.

Solicitors that refer business to more than one investment adviser may have a financial incentive to recommend advisers with more favorable compensation arrangements. We request that our Solicitors disclose to you whether multiple referral relationships exist and that comparable services may be available from other advisers for lower fees and/or where the Solicitor's compensation is less favorable.

Other Compensation

As disclosed under the "Fees and Compensation" section in this Brochure, persons providing investment advice on behalf of our firm are licensed insurance agents, and are registered representatives with Summit Brokerage Services. For information on the conflicts of interest this presents, and how we address these conflicts, please refer to the "Fees and Compensation" section.

Item 15 Custody

We directly debit your account(s) for the payment of our advisory fees. This ability to deduct our advisory fees from your accounts causes our firm to exercise limited custody over your funds or securities. We do not have physical custody of any of your funds and/or securities. Your funds and securities will be held with a bank, broker-dealer, or other independent, qualified custodian. You will receive account statements from the independent, qualified custodian(s) holding your funds and securities at least quarterly. The account statements from your custodian(s) will indicate the amount of our advisory fees deducted from your account(s) each billing period. You should carefully review account statements for accuracy. We will also provide statements to you reflecting the amount of advisory fee deducted from your account.

You should compare our statements with the statements from your account custodian(s) to reconcile the information reflected on each statement. If you have a question regarding your account statement or if you did not receive a statement from your custodian, please contact Mr. John Kuykendall at 386.755.9018.

Item 16 Investment Discretion

Before we can buy or sell securities on your behalf, you must first sign our discretionary management agreement, a power of attorney, and/or trading authorization forms. You may grant our firm discretion over the selection and amount of securities to be purchased or sold for you account(s) without obtaining your consent or approval prior to each transaction. Please refer to the "Advisory Business" section in this Brochure for more information on our discretionary management services.

Item 17 Voting Client Securities

We will not vote proxies on behalf of your advisory accounts. At your request, we may offer you advice regarding corporate actions and the exercise of your proxy voting rights. If you own shares of common stock or mutual funds, you are responsible for exercising your right to vote as a shareholder.

In most cases, you will receive proxy materials directly from the account custodian. However, in the event we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward any electronic solicitation to vote proxies.

Item 18 Financial Information

Our firm does not have any financial condition or impairment that would prevent us from meeting our contractual commitments to you. We do not take physical custody of client funds or securities, or serve as trustee or signatory for client accounts, and, we do not require the prepayment of more

than \$1,200 in fees six or more months in advance nor have we filed a bankruptcy petition at any time in the past ten years. Therefore, we are not required to include a financial statement with this brochure.

Item 19 Requirements for State Registered Investment Advisers

We are a federally registered investment adviser; therefore, we are not required to respond to this item.

Item 20 Additional Information

Your Privacy

We view protecting your private information as a top priority. Pursuant to applicable privacy requirements, we have instituted policies and procedures to ensure that we keep your personal information private and secure.

We do not disclose any nonpublic personal information about you to any nonaffiliated third parties, except as permitted by law. In the course of servicing your account, we may share some information with our service providers, such as transfer agents, custodians, broker-dealers, accountants, consultants, and attorneys.

We restrict internal access to nonpublic personal information about you to employees who need that information in order to provide products or services to you. We maintain physical and procedural safeguards that comply with regulatory standards to guard your nonpublic personal information and to ensure our integrity and confidentiality. We will not sell information about you or your accounts to anyone. We do not share your information unless it is required to process a transaction, at your request, or required by law.

You will receive a copy of our privacy notice prior to or at the time you sign an advisory agreement with our firm. Thereafter, we will deliver a copy of the current privacy policy notice to you on an annual basis. Please contact Mr. John Kuykendall at 386.755.9018 if you have any questions regarding this policy.

Trade Errors

In the event a trading error occurs in your account, our policy is to restore your account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account. If a trade error results in a profit, the trade error will be corrected in the trade error account of the executing broker-dealer and you will not keep the profit.

Item 2 Summary of Material Changes Supplement

The following material change occurred since the last brochure dated January 18, 2011:

Since we have entered into an arrangement whereby we compensate an unaffiliated entity for client referrals, we have amended the language in Item 14 under the "Compensation for Client Referrals" sub-heading.

The language as previously written:

We do not compensate any individual or firm for client referrals.

has been replaced with:

We directly compensate unaffiliated (outside) entities (Solicitors) for client referrals. In order to receive a cash referral fee from our firm, Solicitors must comply with the requirements of the jurisdictions in which they operate. If you were referred to our firm by a Solicitor, you should have received a copy of this brochure along with the Solicitor's disclosure statement at the time of the referral. If you become a client, the Solicitor that referred you to our firm will receive either a percentage of the advisory fee you pay our firm for as long as you are a client with our firm (or until such time as our agreement with the Solicitor expires) or a one-time, flat referral fee upon your signing an advisory agreement with our firm.

You will not pay additional fees because of this referral arrangement. Referral fees paid to a Solicitor are contingent upon your entering into an advisory agreement with our firm. Therefore, a Solicitor has a financial incentive to recommend our firm to you for advisory services. This creates a conflict of interest; however, you are not obligated to retain our firm for advisory services. Comparable services and/or lower fees may be available through other firms.

Solicitors that refer business to more than one investment adviser may have a financial incentive to recommend advisers with more favorable compensation arrangements. We request that our Solicitors disclose to you whether multiple referral relationships exist and that comparable services may be available from other advisers for lower fees and/or where the Solicitor's compensation is less favorable.