

Part 2A of Form ADV: *Firm Brochure*

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This brochure provides information about the qualifications and business practices of BKM Wealth Management Group, LLC (hereinafter “BKM” or “firm” or “we”). If you have any questions about the contents of this brochure, please contact us at 260 – 918 - 4500 or at Admin@bkmwealth.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 BKM is available on the SEC’s website at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. The CRD number for BKM is 140030.

Item 2. Summary of Material Changes

On July 28, 2010, the United State Securities and Exchange Commission (“SEC”) published “Amendments to Form ADV” which amends the disclosure document that we provide to clients as required by SEC Rules. This Brochure is a new document prepared according to the SEC’s new requirements and rules. As such, this document is materially different in structure and requires certain new information that our previous brochure did not require.

In the future, this Item will discuss specific material changes that are made to the Brochure and provide clients with a summary of such changes.

In the past we have offered or delivered information about our qualifications and business practices to clients on at least an annual basis. Pursuant to new SEC Rules, we will ensure that you receive a summary of any materials changes to this and subsequent Brochures within 120 days of the close of our business’ fiscal year. We may further provide other ongoing disclosure information about material changes as necessary.

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Item 4. Advisory Business

Portfolio Management Services

BKM provides continuous advice to a client regarding investment of client funds based on the individual needs of the client. Through personal discussions in which goals and objectives based on a client's particular circumstances are established, BKM develops a client's personal investment policy and creates and manages a portfolio based on that policy. BKM will manage advisory accounts on a discretionary or non-discretionary basis. Account supervision is guided by the stated objectives of the client (i.e., maximum capital appreciation, growth, income, or growth and income).

BKM will create a portfolio consisting of one or all of the following: individual equities, bonds, exchange traded funds (ETFs), separately managed accounts (SMAs), other investment products, and no-load or load-waived mutual funds. BKM will allocate the client's assets among various investments taking into consideration the overall management style selected by the client. The mutual funds will be selected on the basis of any or all of the following criteria: the fund's performance history; the industry sector in which the fund invests; the track record of the fund's manager; the fund's investment objectives; the fund's management style and philosophy; and the fund's management fee structure. Portfolio weighting between funds and market sectors will be determined by each client's individual needs and circumstances. Clients will have the opportunity to place reasonable restrictions on the types of investments which will be made on the client's behalf. Clients will retain individual ownership of all securities.

When appropriate to the needs of the client, BKM may recommend the use of trading (securities sold within 30 days). Because these investment strategies involve certain additional degrees of risk, they will only be recommended when consistent with the client's stated tolerance for risk.

During its reviews, if BKM believes that a particular investment is performing inadequately, or if BKM believes that a different investment is more suitable for the client's account, then BKM will recommend a different investment.

For Portfolio Management Services accounts managed on a non-discretionary basis, BKM will assist the client in selecting a new investment or adviser. If contracted for, BKM will monitor the performance of that investment or adviser. However, any such change is solely at the discretion of the client.

Discretionary assets as of 12/31/11 totaling \$15,984,362 representing 186 accounts.
Non-discretionary assets as of 12/31/11 totaling \$2,140,285 representing 34 accounts.

Financial Planning

BKM also provides advice in the form of a Financial Plan. Clients purchasing this service will receive a written report, providing the client with a detailed financial plan designed to achieve his or her stated financial goals and objectives.

In general, the financial plan will address any or all of the following areas of concern:

- **PERSONAL:** Family records, budgeting, personal liability, estate information and financial goals.
- **EDUCATION:** Education IRAs, financial aid, state savings and 529 plans, grants and general assistance in preparing to meet dependent's continuing educational needs through development of an education plan.
- **TAX & CASH FLOW:** Income tax and spending analysis and planning for past, current and future years. BKM will illustrate the impact of various investments on a client's current income tax and future tax liability.
- **DEATH & DISABILITY:** Cash needs at death, income needs of surviving dependents, estate planning and disability income analysis.
- **RETIREMENT:** Analysis of current strategies and investment plans to help the client achieve his or her retirement goals.
- **INVESTMENTS:** Analysis of investment alternatives and their effect on a client's portfolio.

BKM gathers required information through in-depth personal interviews. Information gathered includes a client's current financial status, future goals and attitudes towards risk. Related documents supplied by the client are carefully reviewed, including a questionnaire completed by the client, and a written report is prepared. Should a client choose to implement the recommendations contained in the plan, BKM suggests the client work closely with his/her attorney, accountant, insurance agent, and/or stockbroker. Implementation of financial plan recommendations is entirely at the client's discretion.

Financial Planning recommendations are not limited to any specific product or service offered by a broker dealer or insurance company. All recommendations are of a generic nature.

Qualified Plan In A Box

Through Qualified Plan In A Box, LLC (QBOX), an affiliated entity through common control and ownership, BKM offers selected qualified plan services. The following is a general overview of services. Services are selected in a separate agreement by each client and are outlined below.

1. Preparation of Investment Policy Statement (IPS)
2. Performance monitoring and reporting
3. Investment recommendations
4. Investment manager –
 - a. as defined in 3(38) of ERISA, pursuant to the authority granted under the Plan's IPS and 402(c)(3) of ERISA.
 - b. Grant limited power of attorney to act in the name of the plan to select specific instruments to be held by the Plan or offered as investment options under the Plan.
5. Selection of Qualified Default Investment alternative (QDIA)
6. Education services to plan committee
7. Participant enrollment and education
 - a. BKM will NOT provide investment advice to participants under this Agreement
8. Request for proposals / plan vendor search
9. 404(c) Services
 - a. BKM will assist Client in meeting the “broad range” requirements but shall have no other responsibilities with respect to compliance by the Plan with this Regulation.
10. Other services as determined by the client agreement

BKM shall not, and cannot, provide legal or tax advice to client or the Plan. Client agrees to seek the advice of its legal and tax advisers as to matters that might arise relating to the operations and administration of the Plan. Finally, client will acknowledge that BKM has no responsibility to provide any services with respect to the following types of assets: employer securities, real estate, participant loans, non-publicly traded securities or assets (other than collective investment funds or non-publicly traded securities or assets recommended by BKM), illiquid investments, or brokerage window programs. Client will further acknowledge that BKM shall have no authority or responsibility to provide services with respect to voting proxies for securities held by the Plan or take other action related to the exercise of shareholder rights regarding any portfolio securities.

Item 5. Fees and Compensation

Portfolio Management Services

The annual fee for investment supervisory services will be charged as a percentage of assets under management, according to the following schedule:

Assets Under Management	Annualized Fee	Quarterly Fee	Monthly Fee
Up to \$999,999	1.00%	0.25%	0.083%
\$1,000,000 to \$2,499,999	0.75%	0.1875%	0.0625%
\$2,500,000 to \$4,999,999	0.60%	0.15%	0.0500%
\$5,000,000 to \$9,999,999	0.50%	0.125%	0.0417%
\$10,000,000 +	Negotiable		
Managed Portfolio Models	Negotiable		

Qualified Plan In A Box

BKM will typically receive an annual fee of negotiable basis points (based upon the time-weighted value of the Plan's assets during the previous "Payment Period") or a negotiated dollar amount, whichever is greater. The value of the Plan's assets during the first Payment Period shall be based upon the value of those assets on the Effective Date. The specific fee structure will be set forth in each client agreement.

The client shall be ultimately liable for the compensation due to BKM under the client agreement, the client shall instruct the Plan's custodian to automatically deduct the amount described in the above paragraph from the Plan's assets each month or quarter ("Payment Period"), in arrears, and remit that amount directly to BKM on its behalf.

In addition to BKM's advisory, hourly or project fee, the client may also incur certain charges imposed by unaffiliated third parties. Such charges include, but are not limited to, custodial fee; brokerage commissions; transaction fees; charges imposed directly by a mutual fund, index fund, or exchange traded fund selected as an investment; fees charged by the manager of an actively managed portfolio model selected as an investment; wire transfer fees; and other fees and taxes on brokerage accounts and securities transactions.

Either party shall give the other at least thirty (30) days written notice of its intent to terminate. In the event the Agreement is terminated, Client will be required to pay a prorated portion of any unpaid compensation owed from the last billing period to the termination date

Financial Planning

Advisor offers financial planning services on an hourly basis for \$200 per hour paid in arrears, which may be negotiable depending on the nature and complexity of each client's circumstances. An estimate for total hours will be determined at the start of the advisory relationship.

The Advisor's fee is exclusive of, and in addition to brokerage commissions, transaction fees, and other related costs and expenses which shall be incurred by the client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

Financial plans will be presented to the clients within 6 months of the contract date, provided that all information needed to prepare the financial plan has been promptly provided by the clients.

As stated previously, the hourly rate is \$200 per hour. In the event that a client should cancel the financial planning agreement under which any plan is being created, the client

shall be billed for actual hours logged on the planning project times the agreed upon hourly rate. Any surplus in BKM's possession as the result of collecting a deposit at the time of signing the financial planning agreement will be returned to the client within five (5) business days of cancellation.

Qualified Plan Consulting

BKM will typically receive an annual fee of negotiable basis points (based upon the time-weighted value of the Plan's assets during the previous "Payment Period") or a negotiated dollar amount, whichever is greater. The value of the Plan's assets during the first Payment Period shall be based upon the value of those assets on the Effective Date. The specific fee structure will be set forth in each client agreement.

The client shall be ultimately liable for the compensation due to BKM under the client agreement, the client shall instruct the Plan's custodian to automatically deduct the amount described in the above paragraph from the Plan's assets each month or quarter ("Payment Period"), in arrears, and remit that amount directly to BKM on its behalf.

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Either party shall give the other at least thirty (30) days written notice of its intent to terminate. In the event the Agreement is terminated, Client will be required to pay a prorated portion of any unpaid compensation owed from the last billing period to the termination date

Fees in General

Depending on the particular arrangement with each client, we will either invoice clients or directly debit their custodial accounts.

Fees are billed either in arrears at the beginning of each quarter or on a monthly basis, based upon the billable balance on the last day of the previous calendar quarter or month as the case may be. Some accounts are billed in advance on either a quarterly or monthly basis, based upon the billable balance on the last day of the previous calendar quarter or month as the case may be.

Fees and account minimums for all services are negotiable 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.). Discounts and fee waivers, not generally available to our advisory clients, may be offered to family members and friends.

We may group certain related client accounts for the purposes of determining the account size and/or annualized fee.

Under no circumstances will we earn fees in excess of \$1,200 more than six months in advance of services rendered.

BKM generally requires a minimum account size of \$100,000 for managed accounts, and for households with account sizes less than \$100,000 in assets; BKM may charge up to \$250 fee per quarter per account as a minimum.

ERISA Accounts

BKM is deemed to be a fiduciary to advisory clients that are employee benefit plans or individual retirement accounts (IRAs) pursuant to the Employee Retirement Income and Securities Act ("ERISA"), and regulations under the Internal Revenue Code of 1986 (the "Code"), respectively. . As such, our firm is subject to specific duties and obligations under ERISA and the Internal Revenue Code that include among other things, restrictions concerning certain forms of compensation. To avoid engaging in prohibited transactions, BKM may only charge fees for investment advice about products for which our firm and/or our related persons do not receive any commissions or 12b-1 fees, or conversely, investment advice about products for which our firm and/or our related persons receive commissions or 12b-1 fees, however, only when such fees are used to offset BKM's advisory fees.

Account Termination

Clients will have a period of five (5) business days from the date of signing the agreement to unconditionally rescind the agreement and receive a full refund of all fees. Thereafter, the client may terminate the agreement by providing us with 30 day advance written notice at our principal place of business. Upon termination of any account, any prepaid, unearned fees will be promptly refunded, and any earned, unpaid fees will be due and payable.

Mutual Fund Fees and Expenses:

All fees paid to our firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds to their shareholders. These fees and expenses are described in each fund's prospectus. These fees will generally include a management fee, other fund expenses, and a possible distribution fee. A client could invest in a mutual fund directly, without the services of our firm. In that case, the client would not receive the services provided by us which are designed, among other things, to assist the client in determining which mutual fund or funds are most appropriate to each client's financial condition and objectives. Accordingly, the client should review both the fees charged by the funds and the fees charged by us to fully understand the total amount of fees to be paid by the client and to thereby evaluate the advisory services being provided.

Brokerage and Custodian Fees

In addition to advisory fees paid to our firm, clients will also be responsible for all transaction, brokerage, separately managed account, and custodian fees incurred as part of their account management.

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

BKM does not charge performance-based fees.

Item 7. Types of Clients

Our firm generally provides advisory services to individuals, banking or thrift institutions, pension and profit sharing plans, defined contribution plans, SIMPLE IRA and other small business retirement plans, trusts, estates, and charitable organizations.

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

We use the following methods of analysis in formulating our investment advice and/or managing client assets:

Fundamental Analysis. We attempt to measure the intrinsic value of a security by looking at economic and financial factors (including the overall economy, industry conditions, and the financial condition and management of the company itself) to determine if the company is underpriced (indicating it may be a good time to buy) or overpriced (indicating it may be time to sell).

Fundamental analysis does not attempt to anticipate market movements. This presents a potential risk, as the price of a security can move up or down along with the overall market regardless of the economic and financial factors considered in evaluating the stock

Technical Analysis. We analyze past market movements and apply that analysis to the present in an attempt to recognize recurring patterns of investor behavior and potentially predict future price movement.

Technical analysis does not consider the underlying financial condition of a company. This presents a risk in that a poorly-managed or financially unsound company may underperform regardless of market movement.

Cyclical Analysis. In this type of technical analysis, we measure the movements of a particular securities against the overall market in an attempt to predict the price movement of the security.

Charting. In this type of technical analysis, we review charts of market and security activity in an attempt to identify when the market is moving up or down and to predict when how long the trend may last and when that trend might reverse.

Risks for all forms of analysis. Our securities analysis methods rely on the assumption that the companies whose securities we purchase and sell, the rating agencies that review these securities, and other publicly-available sources of information about these securities, are providing accurate and unbiased data. While we are alert to indications that data may be incorrect, there is always a risk that our analysis may be compromised by inaccurate or misleading information.

INVESTMENT STRATEGIES

We use the following strategy(s) in managing client accounts, provided that such strategy(s) are appropriate to the needs of the client and consistent with the client's investment objectives, risk tolerance, and time horizons, among other considerations:

Long-term purchases. We purchase securities with the idea of holding them in the client's account for a year or longer. Typically we employ this strategy when:

- we believe the securities to be currently undervalued, and/or
- we want exposure to a particular asset class over time, regardless of the current projection for this class.

A risk in a long-term purchase strategy is that by holding the security for this length of time, we may not take advantage of short-term gains that could be profitable to a client. Moreover, if our predictions are incorrect, a security may decline sharply in value before we make the decision to sell.

Short-term purchases. When utilizing this strategy, we purchase securities with the idea of selling them within a relatively short time (typically a year or less). We do this in an attempt to take advantage of conditions that we believe will soon result in a price swing in the securities we purchase. BKM utilizes this strategy on a case by case basis and only as the situation warrants.

A short-term purchase strategy poses risks should the anticipated price swing not materialize; we are then left with the option of having a long-term investment in a security that was designed to be a short-term purchase, or potentially taking a loss.

In addition, this strategy involves more frequent trading than does a longer-term strategy, and will result in increased brokerage and other transaction-related costs, as well as less favorable tax treatment of short-term capital gains.

Risk of Loss. Securities investments are not guaranteed and you may lose money on your investments. We ask that you work with us to help us understand your tolerance for risk.

Clients should understand that investing in any securities, including mutual funds, involves a risk of loss of both income and principal.

Item 9. Disciplinary Information

We are required to disclose any legal or disciplinary events that are material to a client's or prospective client's evaluation of our advisory business or the integrity of our

management.

Our firm and our management personnel have no reportable disciplinary events to disclose.

Item 10. Other Financial Industry Activities and Affiliations

As licensed insurance agents, Mr. Moerchen, Mr. Kaufman and Mr. Bojrab may recommend to advisory clients a variety of insurance and insurance related products, and may offer commissionable (non-variable) insurance products to Advisor's clients for which Mr. Moerchen, Mr. Kaufman and Mr. Bojrab may receive compensation.

Additionally, Mr. Kaufman and Mr. Bojrab are licensed as CPAs in Indiana and are partners at Bojrab, Kaufman, & Co, a public accounting firm located in Fort Wayne Indiana. These individuals are currently engaged in active practice as CPAs at the accounting firm. Bojrab, Kaufman may recommend BKM to its accounting clients in need of advisory services. Also, BKM may recommend Bojrab, Kaufman to advisory clients in need of accounting services. Any accounting services provided by Bojrab, Kaufman are separate and distinct from the BKM advisory services and provided for separate and typical compensation. There are not any referral arrangements between BKM and Bojrab, Kaufman for these referrals. No BKM advisory client is obligated to use Bojrab, Kaufman for any accounting services and likewise, no accounting client is obligated to retain BKM for advisory services.

Additionally, Qualified Plan In A Box, LLC ("QBOX") is an affiliated entity co-owned by Greg Moerchen and Mark Kaufman, two of the principals of BKM. Through QBOX, BKM offers selected qualified plan services.

While the principals of BKM endeavor at all times to put the interests of the clients first as part of BKM's fiduciary obligation, clients should be aware that the receipt of additional compensation itself creates a conflict of interest and may affect the judgment of these individuals when making recommendations. Also, and with respect to any recommendations regarding insurance and insurance-related products, clients are not obligated to purchase any recommended products through these BKM professionals and may choose to accept or reject the recommendation or to select other insurance provider.

Mr. Bojrab spends the majority of his time on these other non-advisory activities, Mr. Kaufman spends around half of his time on these other non-advisory activities, Mr. Moerchen spends the minority of his time on these other non-advisory activities.

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

Code of Ethics Disclosure

Our firm has adopted a Code of Ethics which sets forth high ethical standards of business conduct that we require of our employees, including compliance with applicable federal securities laws.

BKM and our personnel owe a duty of loyalty, fairness and good faith towards our clients, and have an obligation to adhere not only to the specific provisions of the Code of Ethics but to the general principles that guide the Code.

Our Code of Ethics includes policies and procedures for the review of quarterly securities transactions reports as well as initial and annual securities holdings reports that must be submitted by the firm's access persons. Among other things, our Code of Ethics also requires the prior approval of any acquisition of securities in a limited offering (e.g., private placement) or an initial public offering. Our code also provides for oversight, enforcement and recordkeeping provisions.

BKM's Code of Ethics further includes the firm's policy prohibiting the use of material non-public information. While we do not believe that we have any particular access to non-public information, all employees are reminded that such information may not be used in a personal or professional capacity.

A copy of our Code of Ethics is available to our advisory clients and prospective clients. You may request a copy by email sent to Admin@bkmwealth.com.

BKM and individuals associated with our firm are prohibited from engaging in principal transactions.

BKM and individuals associated with our firm are prohibited from engaging in agency cross transactions.

Our Code of Ethics is designed to assure that the personal securities transactions, activities and interests of our employees will not interfere with (i) making decisions in the best interest of advisory clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts.

Our firm and/or individuals associated with our firm may buy or sell for their personal accounts securities identical to or different from those recommended to our clients. In addition, any related person(s) may have an interest or position in a certain security(s) which may also be recommended to a client.

It is the expressed policy of our firm that no person employed by us may purchase or sell any security prior to a transaction(s) being implemented for an advisory account, thereby preventing such employee(s) from benefiting from transactions placed on behalf of advisory accounts.

We may aggregate our employee trades with client transactions where possible and when compliant with our duty to seek best execution for our clients. In these instances, participating clients will receive an average share price and transaction costs will be shared equally and on a pro-rata basis. In the instances where there is a partial fill of a particular batched order, we will allocate all purchases pro-rata, with each account paying the average price. Our employee accounts will be **excluded** in the pro-rata allocation.

As these situations represent actual or potential conflicts of interest to our clients, we

have established the following policies and procedures for implementing our firm's Code of Ethics, to ensure our firm complies with its regulatory obligations and provides our clients and potential clients with full and fair disclosure of such conflicts of interest:

1. No principal or employee of our firm may put his or her own interest above the interest of an advisory client.
2. No principal or employee of our firm may buy or sell securities for their personal portfolio(s) where their decision is a result of information received as a result of his or her employment unless the information is also available to the investing public.
3. It is the expressed policy of our firm that no person employed by us may purchase or sell any security prior to a transaction(s) being implemented for an advisory account. This prevents such employees from benefiting from transactions placed on behalf of advisory accounts.
4. Our firm requires prior approval for any IPO or private placement investments by related persons of the firm.
5. We maintain a list of all reportable securities holdings for our firm and anyone associated with this advisory practice that has access to advisory recommendations ("access person"). These holdings are reviewed on a regular basis by our firm's Chief Compliance Officer or his/her designee.
6. We have established procedures for the maintenance of all required books and records.
7. Clients can decline to implement any advice rendered, except in situations where our firm is granted discretionary authority.
8. All of our principals and employees must act in accordance with all applicable Federal and State regulations governing registered investment advisory practices.
9. We require delivery and acknowledgement of the Code of Ethics by each supervised person of our firm.
10. We have established policies requiring the reporting of Code of Ethics violations to our senior management.
11. Any individual who violates any of the above restrictions may be subject to termination.

Item 12. Brokerage Practices

Fidelity

With client's consent and direction, BKM may execute and/or suggest the execution of transactions through Fidelity Institutional Wealth Services ("FIWS") through Fidelity Brokerage Services LLC, ("FBS") an unaffiliated service provider. Factors which BKM

considers in recommending FBS (or any other broker-dealer/custodian) to clients include its respective financial strength, reputation, execution, pricing, reporting, research, and service.

Clients wishing to implement BKM's advice are free to select any broker they wish, and are so informed. Those wishing BKM to recommend a broker will get a recommendation of FBS or others based on the broker's costs, skills, reputation, dependability and compatibility with the client. Clients are advised that they may be able to obtain lower commissions and fees from other brokers and the value of products, research and services given to the applicant is not a factor in determining the selection of broker/dealers or the reasonableness of their commissions.

BKM may execute or recommend that clients execute their securities transactions through various firms including, but not limited to broker-dealers such as FBS, as mentioned previously. FBS and other firms may charge commissions (ticket charges) for executing BKM's transactions. BKM does not receive any part of these separate charges which are assessed directly to clients. FBS's role with respect to BKM's investment advisory accounts is brokerage and custody services. It is also important to note that FBS does not maintain a supervisory relationship with respect to BKM or its representatives nor are they in any way affiliated with it. BKM is independently owned and operated.

BKM may recommend/require that clients establish accounts with FBS or other firms to maintain custody of clients' assets and effect trades for their accounts. Such firms may provide BKM with access to their institutional trading and custody services, which are typically not available to their retail investors. For BKM clients' accounts maintained in their custody, FBS and other firms do not charge separately for custody but are compensated by account holders through commissions or other transaction-related fees or securities trades that are executed through their firms or that settle into their respective accounts.

FBS and other firms may also make available to BKM other products and services that may benefit BKM but which may not benefit its clients. These types of services will help BKM in managing and administering client accounts. These include software and other technology that provide access to client account data (i.e. trade confirmations and account statements); facilitate trade executions; provide research, pricing information, and other market data; facilitate in the payment of BKM's fees from its clients' accounts; and assist with back-office functions, record-keeping, and client reporting. Many of these services may be used to service all or a substantial number of BKM's accounts.

Folio Institutional

With client's consent and direction, BKM may execute and/or suggest the execution of transactions through Folio Institutional ("FI") an unaffiliated service provider. Factors which BKM considers in recommending FI (or any other broker-dealer/custodian) to clients include its respective financial strength, reputation, execution, pricing, reporting, research, and service.

Clients wishing to implement BKM's advice are free to select any broker they wish, and are so informed. Those wishing BKM to recommend a broker will get a recommendation of FI or others based on the broker's costs, skills, reputation, dependability and compatibility with the client. Clients are advised that they may be able to obtain lower commissions and fees from other brokers and the value of products, research and services given to the applicant is not a factor in determining the selection of broker/dealers or the reasonableness of their commissions.

BKM may execute or recommend that clients execute their securities transactions through various firms including, but not limited to broker-dealers such as FI, as mentioned previously. FI and other firms may charge commissions (ticket charges) for executing BKM's transactions. BKM does not receive any part of these separate charges which are assessed directly to clients. FI's role with respect to BKM's investment advisory accounts is brokerage and custody services. It is also important to note that FI does not maintain a supervisory relationship with respect to BKM or its representatives nor are they in any way affiliated with it. BKM is independently owned and operated.

BKM may recommend/require that clients establish accounts with FI or other firms to maintain custody of clients' assets and effect trades for their accounts. Such firms may provide BKM with access to their institutional trading and custody services, which are typically not available to their retail investors. For BKM clients' accounts maintained in their custody, FI and other firms do not charge separately for custody but are compensated by account holders through commissions or other transaction-related fees or securities trades that are executed through their firms or that settle into their respective accounts.

FI and other firms may also make available to BKM other products and services that may benefit BKM but which may not benefit its clients. These types of services will help BKM in managing and administering client accounts. These include software and other technology that provide access to client account data (i.e. trade confirmations and account statements); facilitate trade executions; provide research, pricing information, and other market data; facilitate in the payment of BKM's fees from its clients' accounts; and assist with back-office functions, record-keeping, and client reporting. Many of these services may be used to service all or a substantial number of BKM's accounts.

TD Ameritrade

With client's consent and direction, BKM may execute and/or suggest the execution of transactions through TD Ameritrade Institutional, a division of TD Ameritrade, Inc. Member FINRA/SIPC/NFA ("TD") an unaffiliated service provider. Factors which BKM considers in recommending TD (or any other broker-dealer/custodian) to clients include its respective financial strength, reputation, execution, pricing, reporting, research, and service.

Clients wishing to implement BKM's advice are free to select any broker they wish, and are so informed. Those wishing BKM to recommend a broker will get a recommendation of TD or others based on the broker's costs, skills, reputation, dependability and compatibility with the client. Clients are advised that they may be able to obtain lower commissions and fees from other brokers and the value of products, research and services given to the applicant is not a factor in determining the selection of broker/dealers or the reasonableness of their commissions.

BKM may execute or recommend that clients execute their securities transactions through various firms including, but not limited to broker-dealers such as TD, as mentioned previously. TD and other firms may charge commissions (ticket charges) for executing BKM's transactions. BKM does not receive any part of these separate charges which are assessed directly to clients. TD's role with respect to BKM's investment advisory accounts is brokerage and custody services. It is also important to note that TD does not maintain a supervisory relationship with respect to BKM or its representatives nor are they in any way affiliated with it. BKM is independently owned and operated.

BKM may recommend/require that clients establish accounts with TD or other firms to maintain custody of clients' assets and effect trades for their accounts. Such firms may provide BKM with access to their institutional trading and custody services, which are typically not available to their retail investors. For BKM clients' accounts maintained in their custody, TD and other firms do not charge separately for custody but are compensated by account holders through commissions or other transaction-related fees or securities trades that are executed through their firms or that settle into their respective accounts.

TD and other firms may also make available to BKM other products and services that may benefit BKM but which may not benefit its clients. These types of services will help BKM in managing and administering client accounts. These include software and other technology that provide access to client account data (i.e. trade confirmations and account statements); facilitate trade executions; provide research, pricing information, and other market data; facilitate in the payment of BKM's fees from its clients' accounts; and assist with back-office functions, record-keeping, and client reporting. Many of these services may be used to service all or a substantial number of BKM's accounts.

Item 13. Review of Accounts

Portfolio management

REVIEWS: While the underlying securities within Individual Portfolio Management Services accounts are continually monitored, these accounts are reviewed at least quarterly. Accounts are reviewed in the context of each client's stated investment objectives and guidelines. More frequent reviews may be triggered by material changes in variables such as the client's individual circumstances, or the market, political or economic environment.

These accounts are reviewed by any one of the following: Greg Moerchen, Managing Member and/or Ron Bojrab the Chief Compliance Office.

REPORTS: In addition to the monthly statements and confirmations of transactions that clients receive from their broker-dealer, BKM may provide quarterly or as requested reports summarizing account performance, balances and holdings.

Financial Planning

REVIEWS: While reviews may occur at different stages depending on the nature and terms of the specific engagement, typically no formal reviews will be conducted for Financial Planning clients unless otherwise contracted for.

REPORTS: Financial Planning clients will receive a completed financial plan. Additional reports will not typically be provided unless otherwise contracted for.

These accounts are reviewed by any one of the following individuals (1) Greg Moerchen, Managing Member (2) Ron Bojrab the Chief Compliance Officer.

REPORTS: In addition to the monthly statements and confirmations of transactions that clients receive from their broker-dealer, BKM may provide quarterly or as requested reports summarizing account performance, balances and holdings as contracted for.

Qualified Pension Consulting

REVIEWS: While reviews may occur at different stages depending on the nature and terms of the specific engagement, typically reviews will be conducted as contracted for.

These accounts are reviewed by any one of the following individuals (1) Greg Moerchen, Managing Member (2) Ron Bojrab the Chief Compliance Officer.

REPORTS: In addition to the monthly statements and confirmations of transactions that clients receive from their broker-dealer, BKM may provide quarterly or as requested reports summarizing account performance, balances and holdings.

Qualified Plan in a Box

REVIEWS: While reviews may occur at different stages depending on the nature and terms of the specific engagement, typically reviews will be conducted as contracted for.

These accounts are reviewed by any one of the following individuals (1) Greg Moerchen, Managing Member (2) Ron Bojrab the Chief Compliance Officer.

REPORTS: In addition to the monthly statements and confirmations of transactions that clients receive from their broker-dealer, we provide quarterly reports summarizing account performance, balances and holdings.

Item 14. Client Referrals and Other Compensation

BKM has no formal or informal relationship with solicitors whereby compensation is given for referring potential clients.

However, BKM anticipates that it may decide to engage an outside referral firm and or individual in the future.

Item 15. Custody

We previously disclosed in the "Fees and Compensation" section (Item 5) of this Brochure that our firm directly debits advisory fees from client accounts.

As part of this billing process, the client's custodian is advised of the amount of the fee to be deducted from that client's account. On at least a quarterly basis, the custodian is required to send to the client a statement showing all transactions within the account during the reporting period.

Because the custodian does not calculate the amount of the fee to be deducted, it is important for clients to carefully review their custodial statements to verify the accuracy of the calculation, among other things. Clients should contact us directly if they believe that there may be an error in their statement.

Our firm does not have actual or constructive custody of client accounts.

Item 16. Investment Discretion

For clients granting us discretionary authority to determine which securities and the amounts of securities that are to be bought or sold for their account(s), we request that such authority be granted in writing, typically in the executed advisory agreement.

Should the client wish to impose reasonable limitations on this discretionary authority, such limitations shall be included in this written authority statement. Clients may change and or amend these limitations as desired. Such amendments must be submitted to us by the client in writing.

Item 17. Voting Client Securities

As a matter of firm policy, we do not vote proxies on behalf of clients. Therefore, although our firm may provide investment advisory services relative to client investment assets, clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets. Clients are responsible for instructing each custodian of the assets, to forward to the client copies of all proxies and shareholder communications relating to the client's investment assets.

We do not offer any consulting assistance regarding proxy issues to clients.

Item 18. Financial Information

BKM has no additional no financial circumstances to report.

