

Form ADV Part 2A Brochure

Wheaton Wealth Partners, LLC

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January 30, 2012

This brochure provides information about the qualifications and business practices of Wheaton Wealth Partners, LLC (hereinafter “WWP”). If you have any questions about the contents of this brochure, please contact John R. Dragstrem at (630) 221-9222. 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 Wheaton Wealth Partners, LLC is available on the SEC’s website at www.adviserinfo.sec.gov.

Wheaton Wealth Partners, LLC is a state registered investment adviser. Registration as an investment adviser does not imply any level of skill or training.

Item 2 - Material Changes

This Brochure, dated January 30, 2012, is an amendment to WWP's previously published Brochure dated August 4, 2011.

This January 30, 2012 amendment includes various updates.

In Item 1, detail about our registration, address, ownership, hours of operation, phone number and assets under management has been updated.

In Item 5, our fee schedule has been updated to include additional pricing levels.

In Item 5, Item 10, and Item 12, detail was removed regarding commission arrangements and affiliations related to former advisory and brokerage affiliations with Ausdal Financial Partners, Inc.

In Item 19, detail about our principal executive officers has been updated.

In the past we have been required to offer or deliver information about our qualifications and business practices to clients on at least an annual basis. Pursuant to SEC Rules, we will deliver to you a summary of any materials changes to this and subsequent Brochures within 120 days of the close of our fiscal year. We may further provide other ongoing disclosure information about material changes as necessary. All such information will be provided to you free of charge.

Currently, our Brochure may be requested by contacting us at (630) 221-9222.

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Item 4 - Advisory Business

Wheaton Wealth Partners, LLC (CRD # 153638) (WWP) is registered as an investment adviser in the state of Illinois and Florida. WWP is based in Illinois and is organized as a limited liability company under the laws of the State of Illinois and the United States of America. The firm has been in business since 2010 and currently has 5 employees.

WWP’s principal office and place of business is located at 316 W. Roosevelt, Suite 100, Wheaton, Illinois 60187. Regular business hours are from 8:00am to 4:00pm Monday through Friday. The firm can be contacted by phone at (630) 221-9222 and by fax at (888) 580-1687.

John R. Dragstrem is the principal owner of WWP.

WWP is an investment adviser providing financial planning and wealth management services. Prior to engaging WWP to provide any of the foregoing investment advisory services, the client is required to enter into one or more written agreements with WWP setting forth the terms and conditions under which WWP renders its services (collectively the “*Agreement*”). Neither WWP nor the client may assign the *Agreement* without the consent of the other party. A transaction that does not result in a change of actual control or management of WWP is not considered an assignment.

This Disclosure Brochure describes the business of WWP. Certain sections will also describe the activities of *Supervised Persons*. *Supervised Persons* are any of WWP’s officers, partners, directors (or other persons occupying a similar status or performing similar functions), or employees, or any other person who provides investment advice on WWP’s behalf and is subject to WWP’s supervision or control.

Financial Planning Services

WWP may provide its clients with a broad range of comprehensive financial planning (which may include non-investment related matters), either through its ongoing wealth management services or on a project basis. For wealth management clients, WWP offers its Annual Partnership. The Annual Partnership is ongoing financial planning that addresses areas such as cash flow, tax planning, insurance analysis, estate planning, stock options, education funding, charitable planning, business succession, and goal planning. WWP also offers project-based financial planning.

WWP’s financial planning includes three primary levels, but is tailored to each client’s specific needs and requests, as follows:

- I. The first tier of financial planning services is generally provided to clients with assets under management of less than \$1,000,000 and is geared towards clients that do not have significant

cash flow needs. WWP anticipates that this level of planning will consist of 10 hours of services. This level of financial planning generally includes (1) identification of the client's financial goals and objectives; (2) review of the client's investments and other relevant data; (3) coordination with the client's other professional advisors such as outside counsel and insurance agents; and (4) preparation of a financial plan in the form of specific recommendations.

- II. The middle tier of financial planning services is generally provided to clients with assets under management between \$1,000,000 and \$3,500,000. WWP anticipates that this level of planning will consist of 30 hours of services. This level of financial planning generally includes (1) identification of the client's financial goals and objectives; (2) review of the client's investments, retirement funds, estate and tax documents and other relevant data; (3) planning of cash flow needs; (4) coordination with the client's other professional advisors such as outside counsel and insurance agents; and (5) the preparation of a financial plan in the form of specific recommendations.
- III. The third tier of financial planning services is generally provided to clients with assets under management of greater than \$3,500,000. WWP anticipates that this level of planning will consist of 60 hours of services. This level of financial planning generally includes (1) identification of the client's financial goals and objectives; (2) review of the client's investments, retirement funds, estate and tax documents and other relevant data; (3) planning of cash flow needs; (4) joint meetings with the client's other professional advisors such as outside counsel and insurance agents; and (5) the potential preparation of a multi-generational financial plan (which may include the creation of a plan for the client's children).

In performing its services, WWP will rely on information provided by the client or the client's other professionals (e.g., attorney, accountant, etc.) and is expressly authorized to rely on such information. WWP may recommend the services of itself, its *Supervised Persons* in their individual capacities as registered representatives of a broker-dealer, and/or other professionals to implement its recommendations. Clients are advised that a conflict of interest exists if WWP recommends its own services. However, the client is under no obligation to act upon any of the recommendations made by WWP under a financial planning engagement or to engage the services of any such recommended professional, including WWP itself. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any of WWP's recommendations. Clients are advised that it remains their responsibility to promptly notify WWP if there is ever any change in their financial situation or investment objectives for the purpose of reviewing, evaluating, or revising WWP's previous recommendations and/or services.

Wealth Management Services

Clients can engage WWP to manage all or a portion of their assets on a discretionary or non-discretionary basis. WWP may provide clients with wealth management services which include a broad range of financial planning services as well as discretionary and/or non-discretionary management of investment portfolios. WWP provides an investment management service (which does not include financial planning unless WWP is separately engaged) exclusively to legacy clients under the terms of the client's existing contract.

WWP primarily allocates clients' wealth management assets among *Independent Managers* (as defined below) and exchange traded funds ("ETFs"), and to a lesser extent among mutual funds, individual debt and equity securities and/or options in accordance with the investment objectives of the client. WWP also provides advice about any type of investment held in clients' portfolios.

WWP also may render non-discretionary investment management services to clients relative to variable life/annuity products that they may own, their individual employer-sponsored retirement plans, and/or 529 plans or other products that may not be held by the client's primary custodian. In so doing, WWP either directs or recommends the allocation of client assets among the various investment options that are available with the product. Client assets are maintained at the specific insurance company or custodian designated by the product.

Clients are advised to promptly notify WWP if there are changes in their financial situation or investment objectives or if they wish to impose any reasonable restrictions upon WWP's management services.

Use of Independent Managers

As mentioned above, WWP recommends that certain clients authorize the active discretionary management of a portion of their assets by and/or among certain independent investment managers ("*Independent Managers*"), based upon the stated investment objectives of the client. The terms and conditions under which the client engages the *Independent Managers* are set forth in a separate written agreement between WWP or the client and the designated *Independent Managers*. WWP renders services to the client relative to the discretionary and/or non-discretionary selection or recommendation of *Independent Managers*. WWP also monitors and reviews the account performance and the client's investment objectives. WWP receives an annual advisory fee which is based upon a percentage of the market value of the assets being managed by the designated *Independent Managers*. WWP does not maintain a sub-advisory arrangement with the *Independent Managers*. WWP may retain the discretion to hire or fire certain *Independent Managers* on behalf of clients.

WWP only recommends or selects those *Independent Managers* that are registered in the jurisdictions in which its clients reside or qualify for a corresponding exemption or exclusion. When recommending or selecting an *Independent Manager* for a client, WWP reviews information about the *Independent Manager* such as its disclosure brochure and/or material supplied by the *Independent Manager* or independent third parties for a description of the *Independent Manager's* investment strategies, past performance and risk results to the extent available. Factors that WWP considers in recommending or selecting an *Independent Manager* include the client's stated investment objectives, management style, performance, reputation, financial strength, reporting, pricing, and research. In addition to WWP's disclosure brochure, the client also receives the disclosure brochure of the designated *Independent Managers*. Certain *Independent Managers* may impose more restrictive account requirements and varying billing practices than WWP. In such instances, WWP may alter its corresponding account requirements and/or billing practices to accommodate those of the *Independent Managers*.

Additions and Withdrawals to Accounts

Clients may make additions to and withdrawals from their account at any time, subject to WWP's right to terminate an account. Clients may withdraw account assets on notice to WWP, subject to the usual and customary securities settlement procedures. However, WWP designs its portfolios as long-term investments and the withdrawal of assets may impair the achievement of a client's investment objectives.

As of December 31, 2011 WWP had \$100,037,000 of assets under management, \$27, 018,000 of which was on a discretionary basis.

Item 5 - Fees and Compensation

WWP offers its services on a fee basis which may include hourly and/or fixed fees as well as fees based upon assets under management. Alternatively, certain of WWP's *Supervised Persons* may offer securities brokerage services and insurance products under a commission arrangement.

Financial Planning Fees

For wealth management clients, WWP charges a fixed fee for the financial planning aspect of its services based on the client's net worth (as set forth below). WWP may charge a fixed fee and/or hourly fee for financial planning for clients who engage WWP for a one-time project. WWP's hourly fees are generally \$250/hour. For fixed fees, WWP generally charges \$2,500 for its first tier of financial planning, \$7,500 for its middle tier of financial planning, and \$15,000 for its top tier of financial planning. These fees are negotiable and depend on the level of financial planning WWP provides to the client. If the client engages WWP for additional investment advisory services, WWP may offset all or a portion of its fees for those services based upon the amount paid for the financial planning services.

Prior to engaging WWP to provide financial planning services, the client is required to enter into a written agreement with WWP setting forth the terms and conditions of the engagement. Generally, WWP requires one-half of the financial planning (estimated hourly or fixed) payable upon entering the written agreement. The balance is generally due upon delivery of the financial plan or completion of the agreed upon services.

Wealth Management Fees

In the event the client determines to engage WWP to provide wealth management services, WWP does so on an ongoing fee basis. WWP's annual fee is exclusive of, and in addition to brokerage commissions, transaction fees, and other related costs and expenses which is incurred by the client. However, WWP does not receive any portion of these commissions, fees, and costs. WWP charges an annual fee based upon a combination of a fixed fee and a percentage of the client's assets under management. The fee for the assets under management is calculated based on the client's net worth.

WWP’s annual fee is prorated and charged quarterly, in arrears. In addition to the annual fee, WWP may impose a one-time fee of half of the Annual Partnership Fee as part of its initial assessment and development of a baseline financial plan. The annual fees are as follows:

| Client Net Worth | Annual Partnership | Investment Management (% of assets under management) |
|-----------------------------|--------------------|---|
| Up to \$2,000,000 | \$3,000 | 0.70% |
| \$2,000,001 - \$5,000,000 | \$5,000 | 0.50% |
| \$5,000,001 - \$10,000,000 | \$8,000 | 0.40% |
| \$10,000,001 - \$20,000,000 | \$12,000 | 0.30% |
| Above \$20,000,000 | Negotiated | Negotiated |

As set forth above in response to Item 4 (above), WWP provides certain preexisting clients with investment management-only services. In these limited circumstances, WWP charges an annual fee based solely upon the amount of assets under its management. Under this legacy fee schedule, WWP charges a fee equal to 90 basis points on the first \$1,000,000 under management, 70 basis points on the second \$1,000,000 under management, and 50 basis points on all assets under management in excess of \$2,000,000.

WWP, in its sole discretion, may negotiate to charge a lesser management fee based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, pre-existing client, account retention, *pro bono* activities, etc.).

Fees Charged by Financial Institutions

As further discussed in response to Item 12 (below), WWP generally recommends that clients utilize the brokerage and clearing services of TD Ameritrade Institutional, a division of TD Ameritrade, Inc. for investment management accounts. WWP participates in the institutional customer program offered by TD Ameritrade Institutional. TD Ameritrade Institutional is a division of TD Ameritrade Inc., member FINRA/SIPC (“*TD Ameritrade*”), an 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. WWP receives some benefits from *TD Ameritrade* through its participation in the program

WWP may only implement its investment management recommendations after the client has arranged for and furnished WWP with all information and authorization regarding accounts with appropriate financial institutions. Financial institutions include, but are not limited to, *TD Ameritrade*, any other broker-dealer recommended by WWP, broker-dealer directed by the client, trust companies, banks etc. (collectively referred to herein as the “*Financial Institutions*”).

Clients may incur certain charges imposed by the *Financial Institutions* and other third parties such as fees charged by *Independent Managers* (as defined below), custodial fees, charges imposed directly by a mutual fund or ETF in the account, which shall be disclosed in the fund’s prospectus (e.g., fund management fees and other fund expenses), deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and

securities transactions. Additionally, for assets outside of any wrap fee programs, clients may incur brokerage commissions and transaction fees. Such charges, fees and commissions are exclusive of and in addition to WWP’s fee.

WWP does not receive any form of direct or indirect compensation from the *Independent Managers* in which it recommends to clients. The firm does not act as a sub-adviser of any such *Independent Manager*. The investment management fees charged by the designated *Independent Managers*, together with the fees charged by the corresponding designated broker-dealer/custodian of the client’s assets, may be exclusive of, and in addition to, WWP’s investment advisory fee set forth above. As discussed above, the client may incur additional fees than those charged by WWP, the designated *Independent Managers*, and corresponding broker-dealer and custodian.

WWP’s *Agreement* and the separate agreement with any *Financial Institutions* may authorize WWP or *Independent Managers* to debit the client’s account for the amount of WWP’s fee and to directly remit that management fee to WWP or the *Independent Managers*. Any *Financial Institutions* recommended by WWP have agreed to send a statement to the client, at least quarterly, indicating all amounts disbursed from the account including the amount of management fees paid directly to WWP.

Fees for Management During Partial Quarters of Service

For the initial period of investment management services, the fees shall be calculated on a *pro rata* basis.
The *Agreement* between WWP and the client will continue in effect until terminated by either party pursuant to the terms of the *Agreement*. WWP’s fees shall be prorated through the date of termination and any remaining balance shall be charged or refunded to the client, as appropriate.

Additions may be in cash or securities provided that WWP reserves the right to liquidate any transferred securities or decline to accept particular securities into a client’s account. WWP may consult with its clients about the options and ramifications of transferring securities. However, clients are advised that when transferred securities are liquidated, they are subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax ramifications.

If assets are deposited into or withdrawn from an account after the inception of a quarter, the fee payable with respect to such assets will not be adjusted or prorated based on the number of days remaining in the quarter

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

Performance-based fees are fees based on a share of capital gains on or capital appreciation of the assets of a client. WWP does not charge performance-based fees.

Item 7 - Types of Clients

WWP provides its services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations and business entities.

Minimum Account Size

As a condition for starting and maintaining a relationship, WWP generally imposes a minimum portfolio size of \$250,000. WWP, in its sole discretion, may accept clients with smaller portfolios based upon certain criteria including anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, pre-existing client, account retention, and *pro bono* activities. WWP shall only accept clients with less than the minimum portfolio size if, in the sole opinion of WWP, the smaller portfolio size will not cause a substantial increase of investment risk beyond the client’s identified risk tolerance. WWP may aggregate the portfolios of family members to meet the minimum portfolio size.

Additionally, certain *Independent Managers* may impose more restrictive account requirements and varying billing practices than WWP. In such instances, WWP may alter its corresponding account requirements and/or billing practices to accommodate those of the *Independent Managers*.

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

Methods of Analysis and Investment Strategies

WWP believes that in order to appropriately recommend an investment strategy to a client, it must understand a client’s risk profile, time horizon, tax picture and need for liquidity. This understanding comes from the implementation of a four part methodology.

Identify Risk: WWP believes it is crucial to understand a client’s ability to take risk by offering a two-phase method of risk profiling prior to beginning any asset allocation or making any investment recommendations. The first phase of this process is weighing risk tolerance. This is done by having the client take a psychometric survey to identify their risk tolerance. WWP then compares and contrasts the client’s risk assessment against their current asset allocation. Once this is completed, the second phase assesses the client’s capacity for risk through detailed cash flow analysis. WWP believes a client should not take unnecessary risk to meet their annual budget. In crafting a detailed cash flow, WWP uses conservative assumptions on rates of return, inflation and expenses. Generally, WWP will not advise placing more assets in risky asset classes if a client is targeted to be able to meet their current and future budgeted expenses with a conservative investment return assumption.

Determine Asset Allocation: WWP engages reviews with the client the results of their risk tolerance and their capacity to take risk, pointing out potential concerns. WWP believes that it is its responsibility to identify potential dangers in taking too much risk since it may cause a client to alter

their lifestyle in a severe market decline. WWP recommends an appropriate asset allocation for all of the client's investable assets. WWP believes that assets allocation, rather than a specific security, is the chief determinant of a client's long term investment success.

Selection of Investment Managers: Once the client and WWP finalize an asset allocation, WWP recommends specific investment strategies, which may involve the use of one or more *Independent Managers*. WWP recommends *Independent Managers* and strategies based on the client's risk profile and financial objectives. The *Independent Managers* vary in strategies, and may include long quantitative equity managers, fixed income specialists, tactical managers, and/or specialty managers, such as covered called strategies. WWP actively monitors the investment manager's process, total return and adherence to the investment discipline.

Managing Taxes: After completion of the asset allocation and selection of the investments, WWP seeks to place tax inefficient investment strategies in tax deferred and tax free accounts to minimize tax liability. WWP believes that minimizing taxable investment income will increase the overall total return to the client.

Mutual Funds and Exchange Traded Funds (ETFs)

An investment in a mutual fund or ETF involves risk, including the loss of principal. Mutual funds and ETFs are subject to secondary market trading risks. Shares of mutual funds and ETFs will be listed for trading on an exchange, however, there can be no guarantee that an active trading market for such shares will continue. Shares of the mutual fund or ETF may trade on an exchange at prices at, above or below their most recent net asset valuation (NAV), which is the price that an investor would buy or sell the mutual fund or ETF at. The per share NAV of a mutual fund is calculated at the end of each business day, and fluctuates with changes in the market value of the mutual fund's holdings. The trading prices of a mutual fund's or ETF's shares may differ significantly from NAV during periods of market volatility, which may, among other factors, lead to the mutual fund's ETF's shares trading at a premium or discount to NAV.

Options

WWP may recommend the use of options for certain clients. Options allow WWP to hedge (limit) certain losses on positions clients hold. The option allows WWP to buy or sell a security at a certain price (not the current market price). A client may purchase an option. If the option falls outside the money (i.e., the market price of the security does not justify purchasing/selling the security at the option price), the client will lose the fee paid for that option. Conversely a client may sell/write an option and receive the fee from the purchaser of the option. If the option falls outside the money the client may be forced to sell or purchase the associated security. Investing with options involves substantial risk and may not be suitable for all clients.

Market Risks

The profitability of a significant portion of WWP's recommendations may depend to a great extent upon correctly assessing the future course of price movements of stocks and bonds. There can be no assurance that WWP will be able to predict those price movements accurately.

Use of Independent Managers

As discussed above, WWP may recommend the use of *Independent Managers* for certain clients. WWP performs ongoing due diligence of such managers, but WWP does not have the ability to supervise the *Independent Managers* on a day-to-day basis,.

General Risk of Loss

Investing in securities involves risk of loss that clients should be prepared to bear. Such risks include market risk, interest rate risk, currency risk, and political risk, among others. No investment strategy can assure a profit or avoid a loss.

Item 9 - Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to the evaluation of WWP or the integrity of our management. WWP is currently not subject to, nor has ever been subject to, any legal or disciplinary events of a material nature.

Item 10 - Other Financial Industry Activities and Affiliations

WWP is a licensed insurance agency. Certain of WWP's *Supervised Persons* are also licensed insurance agents, and in such capacity, may recommend, on a fully-disclosed commission basis, the purchase of certain insurance products. While WWP does not sell such insurance products to its investment advisory clients, WWP does permit its *Supervised Persons*, in their individual capacities as licensed insurance agents, to sell insurance products to its investment advisory clients. A conflict of interest exists to the extent that WWP recommends the purchase of insurance products where WWP's *Supervised Persons* receive insurance commissions or other additional compensation. WWP's *Supervised Persons* currently devote approximately ten percent (10%) of their time to insurance sales.

Item 11 - Code of Ethics

WWP and persons associated with WWP ("Associated Persons") are permitted to buy or sell

securities that it also recommends to clients consistent with WWP's policies and procedures.

WWP has adopted a code of ethics ("*Code of Ethics*") made up of its personal securities transaction and insider trading policies and procedures. When WWP is purchasing or considering for purchase any security on behalf of a client, no *Covered Person* (as defined below) may effect a transaction in that security prior to the completion of the purchase or until a decision has been made not to purchase such security. Similarly, when WWP is selling or considering the sale of any security on behalf of a client, no *Covered Person* may effect a transaction in that security prior to the completion of the sale or until a decision has been made not to sell such security.

Unless specifically defined in WWP's procedures (summarized above), neither WWP nor any of WWP's Associated Persons may effect for himself or herself, for an Associated Person's immediate family (i.e., spouse, minor children, and adults living in the same household as the Associated Person), or for trusts for which the Associated Person serves as a trustee or in which the Associated Person has a beneficial interest (collectively "*Covered Persons*"), any transactions in a security which is being actively purchased or sold, or is being considered for purchase or sale, on behalf of any of WWP's clients.

The foregoing policies and procedures are not applicable to (a) transactions effected in any account over which neither WWP nor any of its *Supervised Persons* (as defined in this Form ADV) has any direct or indirect influence or control; and (b) transactions in securities that are: direct obligations of the government of the United States; bankers' acceptances, bank certificates of deposit, commercial paper, and high quality short-term debt instruments, including repurchase agreements; or shares issued by registered open-end investment companies.

This policy has been established recognizing that some securities being considered for purchase and sale on behalf of WWP's clients trade in sufficiently broad markets to permit transactions by clients to be completed without any appreciable impact on the markets of such securities. Under certain limited circumstances, exceptions may be made to the policies stated above. WWP will maintain records of these trades, including the reasons for any exceptions.

In accordance with Section 204A of the Advisers Act, WWP also maintains and enforces written policies reasonably designed to prevent the unlawful use of material non-public information by WWP or any of its *Supervised Persons*.

Clients and prospective clients may contact WWP to request a copy of its *Code of Ethics*.

Item 12 - Brokerage Practices

WWP may recommend that clients arrange to execute securities transactions through a particular *Financial Institution* that is registered in the states in which its clients reside. As discussed above in Item 5, WWP generally recommends that clients utilize the brokerage and clearing services of *TD Ameritrade*.

Factors which WWP considers in recommending *TD Ameritrade* or any other broker-dealer to clients include their respective financial strength, reputation, execution, pricing, research and service. *TD Ameritrade* enables WWP to obtain many mutual funds without transaction charges and other securities at nominal transaction charges. The commissions and/or transaction fees charged by *TD Ameritrade* may be higher or lower than those charged by other *Financial Institutions*.

Clients may pay commissions that are higher than another qualified *Financial Institution* might charge to effect the same transaction where WWP determines that the commissions are reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not necessarily the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a *Financial Institution's* services, including among others, the value of research provided, execution capability, commission rates, and responsiveness. WWP seeks competitive rates but may not necessarily obtain the lowest possible commission rates for client transactions.

WWP periodically and systematically reviews its policies and procedures regarding its recommendation of *Financial Institutions* in light of its duty to obtain best execution.

The client may direct WWP in writing to use a particular *Financial Institution* to execute some or all transactions for the client. In that case, the client will negotiate terms and arrangements for the account with that *Financial Institution*, and WWP will not seek better execution services or prices from other *Financial Institutions* or be able to "batch" client transactions for execution through other *Financial Institutions* with orders for other accounts managed by WWP (as described below). As a result, the client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case. Subject to its duty of best execution, WWP may decline a client's request to direct brokerage if, in WWP's sole discretion, such directed brokerage arrangements would result in additional operational difficulties or violate restrictions imposed by other broker-dealers (as further discussed below).

Transactions for each client generally will be effected independently, unless WWP decides to purchase or sell the same securities for several clients at approximately the same time. WWP may (but is not obligated to) combine or "batch" such orders to obtain best execution, to negotiate more favorable commission rates, or to allocate equitably among WWP's clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will generally be averaged as to price and allocated among WWP's clients pro rata to the purchase and sale orders placed for each client on any given day. To the extent that WWP determines to aggregate client orders for the purchase or sale of securities, including securities in which WWP's *Supervised Persons* may invest, WWP shall generally do so in accordance with applicable rules promulgated under the Advisers Act and no-action guidance provided by the staff of the U.S. Securities and Exchange Commission. WWP shall not receive any additional compensation or remuneration as a result of the aggregation. In the event that WWP determines that a prorated allocation is not appropriate under the particular circumstances, the allocation will be made based upon other relevant factors, which may include: (i) when only a small percentage of the order is executed, shares may be allocated to the account with the smallest order or the smallest position or to an account that is out of line with respect to security or sector weightings

relative to other portfolios, with similar mandates; (ii) allocations may be given to one account when one account has limitations in its investment guidelines which prohibit it from purchasing other securities which are expected to produce similar investment results and can be purchased by other accounts; (iii) if an account reaches an investment guideline limit and cannot participate in an allocation, shares may be reallocated to other accounts (this may be due to unforeseen changes in an account's assets after an order is placed); (iv) with respect to sale allocations, allocations may be given to accounts low in cash; (v) in cases when a pro rata allocation of a potential execution would result in a *de minimis* allocation in one or more accounts, WWP may exclude the account(s) from the allocation; the transactions may be executed on a pro rata basis among the remaining accounts; or (vi) in cases where a small proportion of an order is executed in all accounts, shares may be allocated to one or more accounts on a random basis.

Consistent with obtaining best execution, brokerage transactions may be directed to certain broker-dealers in return for investment research products and/or services which assist WWP in its investment decision-making process. Such research generally will be used to service all of WWP's clients, but brokerage commissions paid by one client may be used to pay for research that is not used in managing that client's portfolio. The receipt of investment research products and/or services as well as the allocation of the benefit of such investment research products and/or services poses a conflict of interest because WWP does not have to produce or pay for the products or services.

Software and Support Provided by Financial Institutions

WWP may receive from *TD Ameritrade*, without cost to WWP, computer software and related systems support, which allow WWP to better monitor client accounts maintained at *TD Ameritrade*. WWP may receive the software and related support without cost because WWP renders investment management services to clients that maintain assets at *TD Ameritrade*. The software and related systems support may benefit WWP, but not its clients directly. In fulfilling its duties to its clients, WWP endeavors at all times to put the interests of its clients first. Clients should be aware, however, that WWP's receipt of economic benefits from a broker-dealer creates a conflict of interest since these benefits may influence WWP's choice of broker-dealer over another broker-dealer that does not furnish similar software, systems support, or services.

There is no direct link between WWP's participation in the program and the investment advice it gives to its clients, although WWP 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): duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving advisor 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 WWP by third party vendors.

TD Ameritrade may also pay for business consulting and professional services received by WWP's related persons, and may also pay or reimburse expenses (including travel, lodging, and meals expenses) for WWP's personnel to attend conferences or meetings relating to the program or to *TD Ameritrade's* advisor custody and brokerage services generally. Some of the products and services made available by *TD Ameritrade* through the program may benefit WWP, but may not benefit all of its client accounts. These products or services may assist WWP in managing and administering client accounts, including accounts not maintained at *TD Ameritrade*. Other services made available by *TD Ameritrade* are intended to help WWP manage and further develop its business enterprise. The benefits received by WWP (or its personnel) through participation in the program do not depend on the amount of brokerage transactions directed to *TD Ameritrade*. Clients should be aware, however, that the receipt of economic benefits by WWP or its related persons in and of itself creates a potential conflict of interest and may indirectly influence WWP's recommendation of *TD Ameritrade* for custody and brokerage services.

Item 13 - Review of Accounts

For those clients to whom WWP provides investment management services, WWP monitors those portfolios as part of an ongoing process while regular account reviews are conducted on at least a quarterly basis. For those clients to whom WWP provides financial planning services, reviews are conducted on an "as needed" basis. Such reviews are conducted by one of WWP's investment adviser representatives. All investment advisory clients are encouraged to discuss their needs, goals, and objectives with WWP and to keep WWP informed of any changes thereto. WWP shall contact ongoing investment advisory clients at least annually to review its previous services and/or recommendations and to discuss the impact resulting from any changes in the client's financial situation and/or investment objectives.

Clients are provided with transaction confirmation notices and regular summary account statements directly from the broker-dealer or custodian for the client accounts. Those clients to whom WWP provides financial planning services will receive written reports from WWP summarizing its analysis and conclusions as requested by the client or otherwise agreed to in writing by WWP.

Item 14 - Client Referrals and Other Compensation

WWP is required to disclose any relationship or arrangement where it receives an economic benefit from a third party (non-client) for providing advisory services. In addition, WWP is required to disclose any direct or indirect compensation that it provides for client referrals.

If a client is introduced to WWP by either an unaffiliated or an affiliated solicitor, WWP may pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Advisers Act and

any corresponding state securities law requirements. Any such referral fee shall be paid solely from WWP’s investment management fee, and shall not result in any additional charge to the client. If the client is introduced to WWP by an unaffiliated solicitor, the solicitor shall provide the client with a copy of WWP’s written disclosure statement which meets the requirements of Rule 204-3 of the Advisers Act and a copy of the solicitor’s disclosure statement containing the terms and conditions of the solicitation arrangement including compensation. Any affiliated solicitor of WWP shall disclose the nature of his/her relationship to prospective clients at the time of the solicitation and will provide all prospective clients with a copy of WWP’s written disclosure statement at the time of the solicitation.

WWP may receive economic benefits from non-clients for providing advice or other advisory services to clients. This type of relationship poses a conflict of interest and any such relationship is disclosed in response to Item 10, above.

Item 15 - Custody

WWP’s *Agreement* and/or the separate agreement with any *Financial Institution* may authorize WWP through such *Financial Institution* to debit the client’s account for the amount of WWP’s fee and to directly remit that management fee to WWP in accordance with applicable custody rules.

The *Financial Institutions* recommended by WWP have agreed to send a statement to the client, at least quarterly, indicating all amounts disbursed from the account including the amount of management fees paid directly to WWP. Clients should carefully review the statements sent directly by the *Financial Institutions*.

Item 16 – Investment Discretion

WWP may be given the authority to exercise discretion on behalf of clients. WWP is considered to exercise investment discretion over a client’s account if it can effect transactions for the client without first having to seek the client’s consent. WWP is given this authority through a power-of-attorney included in the agreement between WWP and the client. Clients may request a limitation on this authority (such as certain securities not to be bought or sold). WWP takes discretion over the following activities:

- The securities to be purchased or sold;
- The amount of securities to be purchased or sold;
- When transactions are made;

- The *Independent Managers* to be hired or fired.

Item 17 - Voting Client Securities

WWP does not vote proxies on behalf of clients. We may answer questions related to the proxy, however the ultimate decision on how to vote the proxy is left to the client.

Item 18 - Financial Information

Registered investment advisers are required in some cases to provide certain financial information and or disclosures about financial condition. For example, if the firm requires prepayment of fees for six months in advance, has custody of client funds, or has a condition that is reasonably likely to impair its ability to meet its contractual commitments to its clients, it must make provide financial information and make disclosures.

WWP has no financial or operating conditions which trigger such additional reporting requirements.

Item 19 - Requirements for State Registered Investment Advisers

Principal Executive Officers and Management Persons

Below is the formal education and business background of each of WWP's principal executive officers and management persons:

JOHN R. DRAGSTREM, CFP®

Born 1957

Post-Secondary Education:

Western Illinois University – 1979, Bachelor of Business, Quantitative Information Science

Recent Business Background:

Wheaton Wealth Partners, LLC, Member, 6/2010 – Present

McDonnell Investment Management, LLC, Managing Director and Chief Information Officer, 4/2007 – 4/2010

Financial Outfitters, Inc., President, 6/2004 – 4/2007