

FIRM BROCHURE
(Part 2A of Form ADV)

March 01, 2012

Sigdestad Financial, Inc.

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Part 2A of Form ADV (the “Brochure”) provides information about the qualifications and business practices of Sigdestad Financial, Inc. If you have any questions about the contents of this Brochure, please contact us at (858) 695-6600 and/or www.retiremeasap.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.

Sigdestad Financial, Inc. is a registered investment adviser with the Department of Corporations (“DOC”); however, such registration does not imply a certain level of skill or training and no inference to the contrary should be made.

Additional information about Sigdestad Financial, Inc. is also available on the SEC’s website at www.adviserinfo.sec.gov.

ITEM 1: COVER PAGE

Please refer to previous page.

ITEM 2: MATERIAL CHANGES

Our prior Disclosure Brochure was dated August 2, 2011. The updates we are making to this Disclosure Brochure are to reflect that the Firm is no longer registered with the Securities and Exchange Commission ("SEC") and is now registered with the State of California.

Pursuant to state regulation, Sigdestad Financial, Inc. will ensure that clients receive a summary of any materials changes to this Brochure within 120 days of the close of Sigdestad Financial, Inc.'s fiscal year end. Additionally, as Sigdestad Financial, Inc., experiences material changes in the future, we will send you a summary of our "Material Changes" under separate cover. For more information about the firm, please visit www.retiremeasap.com.

Additional information about Sigdestad Financial Inc. and its investment adviser representatives is available on the SEC's website at www.adviserinfo.sec.gov.

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Item 4: Advisory Business

A. Description of Firm

Sigdestad Financial, Inc. ("SF" or the "Firm") is a San Diego, California based investment advisory firm, founded in 2011 (previously Sigdestad Financial since 2005). SF was previously registered with the Securities and Exchange Commission ("SEC") and is now registering with the California Department of Corporations ("DOC") as an investment adviser and is organized under the laws of the State of California as a corporation. The Firm conducts business in California, Arizona, Colorado, Hawaii, New Mexico, Pennsylvania, Texas, Massachusetts, Washington, and Kansas. SF offers customized investment management, separately managed accounts, and financial consulting services to individuals and high net worth individuals. Some of the investment instruments SF advises its clientele on include, among other things, mutual funds, exchange traded funds ("ETFs"), bonds, treasuries, REITS (real estate investment trusts), separately managed accounts, and Master Limited Partnerships. No minimum is required to open and maintain an investment advisory account.

B. Principal Owner

SF is 100% owned by Eric Sigdestad, who serves as the firm's CEO and Chief Compliance Officer.

C. Types of Advisory Services Offered

SF offers clients financial consulting and/or investment management services, both of which are fully described below. A client may engage Sigdestad Financial for financial consulting services, or investment advisory services, or both.

1. Financial Consulting Services

SF provides clients with customized financial consulting services and charges an hourly rate for said services. Financial planning services will typically involve providing a variety of services, principally advisory in nature, to clients regarding the management of their financial resources based upon an analysis of their individual needs. SF will first conduct a complimentary initial consultation. After the initial consultation, if the client decides to engage SF for financial planning services, pertinent information about the client's financial circumstances and objectives is collected and such information will be reviewed and analyzed. A written financial plan – designed to achieve the clients' stated financial goals and objectives – may be produced and presented to the client- depending on the complexities and needs of the individual client. The primary objective of this process is to allow SF to assist the client in developing a strategy for the successful management of income, assets, and liabilities in meeting the client's financial goals and objectives.

2. Investment Advisory Services

SF provides discretionary portfolio management on a continuous basis. The investment advice provided is variable depending upon the desires, investment objectives, and other preferences of

the client and in accordance with a written Investment Advisory Agreement entered into between SF and the client. SF offers comprehensive investment advisory services, which encompasses portfolio management as well as providing financial consulting/financial planning to clients, and is designed to assist clients in meeting their financial goals through the use of financial investments. SF will conduct one or more meetings (in person if possible, otherwise via telephone conference) with the client in order to understand the client's current financial situation, existing resources, financial goals, and tolerance for risk. Based on this information SF will recommend an investment approach to the client. Upon written execution of the Investment Advisory Agreement, SF will work with the client to establish or transfer investment accounts so that the Firm is able to manage the client's portfolio. Once the assets are under SF's management, the Firm will review such accounts on a periodic basis, no less than quarterly. SF may periodically rebalance or adjust client accounts under its management.

Investment advisory recommendations are based on the client's financial situation at the time the services are provided and are based on financial information disclosed by the client. If the client experiences any significant changes to his/her financial or personal circumstances, it is the client's responsibility to timely notify the Firm so that such information can be used in managing the client's portfolio. In addition, SF does not assume any responsibility for the accuracy of the information provided by clients. Clients are advised that certain assumptions may be made with respect to interest and inflation rates and past trends and performance of the market and economy. Past performance is in no way an indication of future performance.

D. Investment Advisory Agreements

Prior to engaging SF to provide investment advisory services, each client is required to enter into a written Investment Advisory Agreement with the Firm, which will describe the management fees to be charged and the terms and conditions under which SF will render its services. SF will provide a Brochure and one or more Brochure Supplements to each client or prospective client prior to or at the same time a client executes SF's Investment Advisory Agreement. SF will continue to provide services until terminated by the client or SF in accordance with the provisions outlined within the agreement.

Neither SF nor the client may assign the Investment Advisory Agreement without the prior written consent of the other party. Transactions that do not result in a change of actual control or management of SF shall not be considered an assignment.

E. Assets Under Management as of December 31, 2011

As of December 31, 2011, the following represents the amount of client assets under management by SF on a discretionary basis:

Type of Account	Assets Under Management ("AUM")
Discretionary	\$83,105,868.28
Non-Discretionary	\$0.00
Total:	\$83,105,868.28

ITEM 5: FEES AND COMPENSATION

Fees for investment advisory services will be calculated and paid quarterly in advance based on the market value of the account at the end of the previous quarter end. Fees are generally not negotiable. Any exceptions made to the published fee schedule are under certain circumstances pursuant to a written Investment Advisory Agreement with the client. No increase in the fee schedule shall be effective without prior written notification to the client.

Assets Under Management	Annual Advisory Fee
Up to \$50,000	2.00%
\$50,001 to \$100,000	1.75%
\$100,001 to \$250,000	1.50%
\$250,001 to \$500,000	1.25%
\$500,001 to \$1,000,000	1.00%
Over \$1,000,000	0.90%

The first advisory fee will be based on the value of the account on the first day of management and is payable upon execution of the Investment Advisory Agreement. The first advisory fee will be assessed on a pro-rata basis taking into account the time for which the account was not managed by SF and the time left in the quarter.

SF's fee schedule does not include the following separately incurred expenses, of which the Firm does not receive any part: mutual fund, index fund and/or exchange traded fund expenses, trading costs, separately managed account expenses, and custodial costs. These fees will be separately charged by the relevant parties and borne by the client. Unless the client requests direct billing, fees will be automatically deducted from the account. If fees are automatically deducted from the client's account as per the Investment Advisory Agreement, the client adheres and acknowledges the following:

- The custodian sends statements at least quarterly to the client showing all disbursements for the custodian account, including the amount of the advisory fees; and
- The client provides authorization through the written Investment Advisory Agreement to the custodian permitting SF to be directly paid by these terms.

The client may terminate the Investment Advisory Agreement within five business days of execution without incurring any charges or penalties. Either party may terminate the Investment Advisory Agreement at any time by providing written notice to the other party. Full refunds will only be made in cases where cancellation occurs within five (5) business days of signing the investment advisory agreement. After five (5) business days, the client will receive a pro-rata refund of any unearned fees. The client will incur charges for bona fide advisory services rendered to the point of termination, and such fees will be due and payable by the client.

SF provides clients with customized financial consulting services. Fees for financial consulting services are separate from investment advisory services. With respect to financial consulting, the Firm will generally charge an hourly fee of \$200/hour, which may be negotiable in certain

circumstances, depending upon the level and scope of these services. The total number of hours will be estimated prior to the engagement for hourly billing, and the total estimated fees will be specified in SF's Financial Consulting Agreement. Half of the total amount of fees is due upon the execution of Adviser's Financial Consulting Agreement, and the remaining amount of fees will be due upon completion of the consultation.

SF's financial consulting 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. Financial consultations shall be completed within six (6) months of the prepayment of any fees.

Either party may terminate the financial consulting agreement at any time by providing written notice to the other party. Full refunds will only be made in cases where cancellation occurs within five (5) business days of signing the financial consulting agreement. After five (5) business days, clients will receive a pro-rata refund, which takes into account work completed by SF on behalf of the client. The client will incur charges for bona fide financial consulting services rendered to the point of termination, and such fees will be due and payable by the client.

A. Additional Information Concerning Fees

No portion of SF's compensation shall be based on capital gains or capital appreciation of assets under management except as provided for under the Investment Advisers Act of 1940.

All fees paid for investment advisory accounts are separate and distinct from the fees and expenses charged by mutual funds and exchange traded funds to their shareholders. These fees and expenses are described in each fund's prospectus. Such 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 SF. In that case, the client would not receive the services provided by the SF which are designed, among other things, to assist the client in determining which mutual fund or funds are most appropriate for the client's financial situation and objectives. Accordingly, clients should review both the fees charged by the funds and the fees charged by SF to fully understand the total amount of fees to be paid, and to evaluate the advisory services being provided.

The Firm does not have physical custody of any client funds or securities, and a qualified and independent custodian will be used to hold client assets.

ITEM 6: PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

SF does not charge performance-based fees (*i.e.*, fees calculated based on a share of capital gains on or capital appreciation of the client's assets or any portion of the client's assets).

Consequently, SF does not engage in side-by-side management of accounts that are charged a performance-based fee with accounts that are charged another type of fee (such as assets under management). As described above, the Firm provides its services for a fixed fee, hourly charges and/or based upon a percentage of assets under management. Any performance-based fee arrangements will only be charged in accordance with the provisions of Section 260.234 of the California Code of Regulations. Notably, accounts that are managed in the same style (*e.g.*,

moderately aggressive) may not be managed the same way due to the client's overall investment objective, discretion of the investment professional assigned to the account, asset size and account restrictions.

ITEM 7: TYPES OF CLIENTS

SF provides independent, objective advice regarding investments and planning for individuals, and high net-worth individuals. There is no minimum required to open and maintain an investment advisory account.

ITEM 8: METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

A. Methods of Analysis, Sources of Information and Investment Strategies

When SF is engaged to provide investment advice, the client's current financial situation, needs, goals, objectives and tolerance for risk are first evaluated. Asset allocation and investment policy decisions are then made to help the client achieve their overall financial objectives while minimizing risk exposure. Asset allocation is a key component of investment portfolio design. SF believes the appropriate allocation of assets across diverse investment categories (stock vs. bond, foreign vs. domestic, large cap vs. small cap, high quality vs. high yield, etc.) is the primary determinant of portfolio returns and critical to the long-term success of one's financial objectives.

SF employs charting, fundamental, technical and cyclical analysis and encourages long-term, "buy-and-homework" philosophies and approaches in their investment selection and implementation strategies. Recommendations provided are based on publicly available reports, analysis, research materials, computerized asset allocation models, and various subscription services. The client is required to complete a questionnaire to assist the SF in formulating the client's financial planning objectives. Copies of certain client documents may be requested by SF to assist in conducting a more complete evaluation of the client's financial planning objectives and to prepare a financial plan. SF may reasonably request certain of the following documents: insurance policies, wills, tax returns, and other documents depending upon the client's circumstances, in order to permit a complete financial evaluation. SF shall not be required to verify any information obtained from the client, client's attorney, accountant or other professionals, and is expressly authorized to rely thereon.

SF's investment strategies used to implement any investment advice given to client long term purchases (securities held at least a year), short term purchases (securities sold within a year) and trading (securities sold within 30 days).

B. Risk of Loss

SF's investment recommendations are subject to various markets, geographical, currency, economic, political and business risk and such investment decisions may not always be profitable. Clients should be aware that there may be a loss or depreciation to the value of their

account, which clients should be prepared to bear. There can be no assurance that a client's investment objectives will be obtained and no inference to the contrary is being made.

In addition, generally, the market value of stocks will fluctuate with market conditions, and small cap stock prices generally will move up and down more than large cap stock prices. Small-cap stocks may be subject to a higher degree of risk than more established (large cap) companies' securities. The illiquidity of the small-cap market may adversely affect the value of client investments. The market value of bonds will generally fluctuate inversely with interest rates and other market conditions prior to maturity and will equal par value (face value) at maturity. Interest rates for bonds may be fixed at the time of issuance or purchase, and payment of principal and interest may be guaranteed by the issuer and, in the case of U.S. Treasury obligations, backed by the full faith and credit of the U.S. Treasury. The market value of Treasury bonds will generally fluctuate more than Treasury bills, since Treasury bonds have longer maturities. In addition, there is no assurance that a mutual fund or ETF will achieve its investment objective. Past performance of investments is no guarantee of future results. High yield bonds are considered to be predominantly speculative with respect to the payment of interest and repayment of principal. Such securities may also be subject to greater volatility as a result of changes in prevailing interest rates than other debt securities. Investments in overseas markets (international securities) also pose special risks, including currency fluctuation and political risks, and such investment may be more volatile than that of a U.S. only investment. The risks are generally intensified for investments in emerging markets.

Prior to entering into an agreement with SF, a client should carefully consider:

- committing to investment management only those assets that the client believes will not be needed for current purposes and that can be invested on a long-term basis, usually a minimum of three to five years;
- that volatility from investing in global capital markets can occur; and
- that over time the client's assets may fluctuate and at anytime be worth more or less than the amount invested

SF does not represent, guarantee or imply that the services or methods of analysis employed can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. Past performance is no guarantee of future results.

ITEM 9: DISCIPLINARY INFORMATION

Registered investment advisers such as SF are required to disclose all material facts regarding any legal or disciplinary events that would be material to a client's or prospective client's evaluation of SF or the integrity of its management. Please refer to the Brochure Supplement, Part 2B of Form ADV for further information.

ITEM 10: OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

Mr. Sigdestad is licensed to sell fixed and variable insurance products. He may receive the normal commissions for insurance sales in his separate role as an insurance agent. This activity constitutes less than 5% of his time.

Additionally, Eric Sigdestad is a registered representative of Purshe Kaplan Sterling Investments, Inc. ("PKS"), an unaffiliated securities broker-dealer registered with the SEC and member of the Financial Industry Regulatory Authority ("FINRA"). In that capacity, Mr. Sigdestad serves as a registered representative and may place SF clients in investment products sold through PKS and receive a usual and customary commission for doing so. Many of such products have fixed commissions as they are sold through a prospectus.

Although Mr. Sigdestad will devote as much time to the business and affairs of SF as he believes is necessary to deliver the financial planning, consulting, and investment advisory services described herein, he may devote a portion of his time to these other businesses activities.

ITEM 11: CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

A. Code of Ethics Summary

As a registered investment adviser, SF has a fiduciary duty of utmost good faith to act solely in the best interests of clients. Clients entrust us with their money and financial future, which in turn places a high standard on conduct and integrity. Fiduciary duty compels all employees to act with the utmost integrity in all of dealings

Because SF's investment professionals and associated persons may transact in the same securities for their personal accounts as they may buy or sell for client accounts, it is important to mitigate potential conflicts of interest. To that end, SF has adopted a standard of conduct for all of its supervised persons in the form of a Code of Ethics ("Code"), which all SF associated persons must follow. This Code provides personnel with guidance in their ethical obligations regarding their personal securities transactions and fiduciary duties formulating the basis of all of our client dealings. Specifically, the Code requires personnel to obtain written pre-approval of certain securities, report personal trades and holdings and prohibits certain trades in certain circumstances (*e.g.*, insider trading). The Code also contains procedures for reporting violations and enforcement. The Code is distributed to personnel for review initially upon hire, annually and anytime an amendment is made. SF will provide a copy of the Code to any client or prospective client upon request.

SF obtains information from a wide variety of publicly available resources. SF and its personnel do not have, nor claim to have, insider or private knowledge.

B. Participation or Interest in Client Transactions

Clients are advised that they are not required to affect any securities transactions SF may recommend as a result of a Financial Consulting engagement and may use any broker/dealer they chose to implement recommendations made by SF. Clients are also under no obligation to act upon any recommendations we may make as a result of a Financial Consulting engagement.

SF's employees may buy or sell securities for their own accounts that the firm buys or sells for its client accounts. The Firm understands that this could create a conflict of interest, where the employee's interest may be at odds with the interest of clients. To mitigate the appearance of or actual conflict, SF has adopted a Code of Ethics ("Code") with which all employees must comply.

ITEM 12: BROKERAGE PRACTICES

A. Selection Criteria

SF may recommend that clients establish accounts with certain custodian brokers, such as Schwab Institutional division, a of Charles Schwab & Co., Inc. ("Schwab"), in order to maintain custody of client assets and effect trades for their accounts. Factors considered by SF in recommending custodian brokers include but are not limited to, the reasonableness of their commissions, their financial strength, product availability, research and other services available to both the client and the Firm.

SF places trades for its clients' accounts subject to its duty to seek best execution and its other fiduciary duties. The Firm will generally place client trades with the appointed custodian broker since the custodian broker, such as Schwab, does not charge separately for custody services so long as client transactions are executed by the custodian broker.

B. Soft Dollar Consideration

As part of a "bundled package" provided from the custodial broker-dealer, SF may receive certain benefits, such as interface software, investment research or invitations to attend seminars and conferences. These benefits are paid for with clients' commissions/transaction fees or assets known as "soft dollars." The use of soft dollar arrangements, which is governed by §28(e) of the Securities Exchange Act of 1934, presents a potential conflict of interest by reason of the fact that the Firm could potentially select a particular broker-dealer custodian that charges higher commission/transaction fees than what may be available elsewhere. Section 28(e) permits soft dollar arrangements so long as certain conditions and requirements are met. For example, the benefits which the Firm receives must be eligible research or brokerage products and services. For these purposes, "research" means services or products used to provide lawful and appropriate assistance to SF in making investment decisions for its clients. "Brokerage" services and products are those used to effect securities transactions for the Firm's clients or to assist in effecting those transactions. Furthermore, in accordance with §28(e), SF must, among other things, determine that commissions/transaction fees paid are reasonable in light of the qualitative execution received and value of the brokerage and research services and products acquired.

Clients should be aware that the research and services acquired with soft dollars may or may not be utilized across the Firm's entire client base and client accounts may not benefit equally from research derived from soft dollars.

C. Directed Brokerage

Under limited circumstances, SF may allow a client to direct SF to execute all or a portion of client transactions through a specific broker (aka "Directed Brokerage"). If that is the case, the client should understand that: (1) SF does not negotiate specific brokerage commission rates with the broker on client's behalf, or seek better execution services or prices from other broker/dealers and, as a result, the client may pay higher commissions and/or receive less favorable net prices on transactions for their account than might otherwise be the case, (2) transactions for that account generally will be effected independently unless SF decides to purchase or sell the same security for several clients at approximately the same time (block trade), in which case the Firm may include such client's transaction with that of other clients for execution by the same broker. If transactions are not able to be traded as a block, SF may have to enter the transactions for the client's account after orders for other clients, with the result that market movements may work against the client, and (3) conflicts may arise between the client's interest in receiving best execution with respect to transactions effected for the account and SF's interest in receiving future client referrals from the broker. Therefore, prior to directing SF to use a specific broker-dealer, a client should consider whether, under that restriction, execution, clearance and settlement capabilities, commission expenses and whatever amount is allocated to custodian fees, if applicable, would be comparable to those otherwise obtainable.

D. Order Aggregation

Transactions for each client generally will be effected independently, unless SF decides to purchase or sell the same securities for several clients at approximately the same time. SF 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 SF'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 the Firm's clients pro rata to the purchase and sale orders placed for each client on any given day. To the extent that SF determines to aggregate client orders for the purchase or sale of securities, SF 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. SF shall not receive any additional compensation or remuneration as a result of the aggregation. In the event that SF 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, SF 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.

E. Trade Errors

From time-to-time the SF may make an error in submitting a trade order on a client's behalf. When this occurs, the Firm may place a correcting trade with the broker-dealer which has custody of the client's account. If an investment gain results from the correcting trade, the gain will remain in the client's account unless the same error involved other client account(s) that should have received the gain. If the gain does not remain in the client's account and Charles Schwab & Co. Inc. ("Schwab") is the custodian, Schwab will donate the amount of any gain \$100 and over to charity. If a loss occurs greater than \$100, the Firm will pay for the loss. Schwab will maintain the loss or gain (if such gain is not retained in the client's account) if it is under \$100 to minimize and offset its administrative time and expense. Generally, if related trade errors result in both gains and losses in the client's account, they will be netted.

ITEM 13: REVIEW OF ACCOUNTS

Eric Sigdestad, Owner and Chief Compliance Officer, reviews all accounts on at least a quarterly basis. More frequent reviews may be necessary due to the client's individual circumstances, economic conditions, and other general factors affecting the performance of a client's portfolio. Clients will receive transaction confirmations and/or statements at least on a quarterly basis from their account custodians. Collectively, these reports will list clients' account holdings as well as interest and dividends for the reporting period.

ITEM 14: CLIENT REFERRALS AND OTHER COMPENSATION

A. Compensation for Client Referrals

Adviser may pay certain referral fees (non-commission) for the referral of clients to SF in accordance with Rule 206 (4)-3 of the Investment Advisers Act of 1940. Such referral fees may represent a share of the Firm's asset-based investment advisory fee.

This arrangement will not result in higher costs to the client. In this regard, SF maintains Solicitors Agreements in compliance with Rule 206 (4)-3 of the Investment Advisers Act of 1940 and applicable state and federal laws. All clients referred by solicitors will be given full written disclosure describing the terms and fee arrangements between SF and its solicitor.

B. Additional Compensation

SF requires certain custodian brokers to clients. While there is no direct link between the investment advice given to clients and SF's recommendation to use a specific custodian broker

as their custodian, certain benefits are received by SF due to this arrangement. For example, the Firm may receive computer software and related systems support, which allow it to better monitor client accounts maintained at the custodian broker. The software and related systems support may benefit SF, but not its clients directly. In fulfilling its duties to its clients, SF endeavors at all times to put the interests of its clients first. Clients should be aware however, that SF's receipt of economic benefits from the custodian broker creates a conflict of interest since these benefits may influence SF's choice of a recommended custodian broker over another broker-dealer/custodian that does not furnish similar software, systems support, or services. To the extent the Firm receives benefits in exchange for soft dollars, this could be deemed to be additional compensation.

ITEM 15: CUSTODY

SF is deemed to have custody of client funds because the Firm has the authority and ability to debit its fees directly from clients' accounts. To mitigate any potential conflicts of interests, all SF client account assets will be maintained with an independent qualified custodian.

For clients receiving investment advisory services, SF suggests the account assets to be custodied with Schwab Institutional, a division of Charles Schwab & Co., Inc. ("Schwab"). In addition to the advisory fee charged by SF, there are transaction charges involved when purchasing and selling securities in client accounts, which are charged by Schwab. A written confirmation of each transaction including all transaction charges will be sent by Schwab to the client immediately following execution of each transaction.

Payment of SF's fees will be made by Schwab provided the client has given Schwab written authorization permitting the advisory fees to be deducted and paid directly from the client's account. SF will not have access to client account assets for payment of fees without client consent in writing. Further, Schwab will deliver a monthly account statement directly to the client, which will include all transactions that took place in the account during the period covered and reflect any advisory fees deducted and paid to SF. Clients are encouraged to review their account statements for accuracy.

ITEM 16: INVESTMENT DISCRETION

A. Discretionary Authority; Limitations

For investment advisory account clients that have granted SF limited power of attorney and discretion via the written client agreement, SF will have discretionary authority over:

- the securities to be bought and sold;
- the dollar amounts of the securities to be bought and sold; the broker-dealer through which transactions will be executed;
- whether a client's transaction should be combined with those of other clients and traded as a "block"; and
- the commission rates and/or transactions costs paid to effect the transactions.

However, the Firm's authority may be subject to conditions imposed by a client, an example of which may include where the client restricts or prohibits transactions in securities of a specific company or industry.

For clients that are receiving financial consulting services the client has full discretion to accept or reject the Firm's recommendations and is responsible for implementing any accepted recommendations with any broker-dealer the client chooses.

ITEM 17: VOTING CLIENT SECURITIES

SF has established a Proxy Voting Policy. When SF is responsible to vote proxies on securities held in a client's account, SF has adopted policies and procedures in an effort to ensure that all votes are cast in the best interests of our clients and that the proper documentation is maintained relating to how the proxies were voted. These policies and procedures are summarized below.

SF has adopted proxy voting guidelines to make every effort to ensure the manner in which shares are voted is in the best interest of clients and the value of the investment. However, we reserve the right to delegate to a non-affiliated third party vendor, the responsibility to review proxy proposals and make voting recommendations to us. In addition, we may, in some cases, vote a proxy contrary to our guidelines if we determine that such action is in the best interest of our clients.

In cases where sole proxy voting authority rests with SF for plans governed by ERISA, we will vote proxies in accordance with our proxy voting guidelines unless otherwise outlined in the plan's governing documents and subject to the fiduciary responsibility standards of ERISA.

SF votes proxies as they are received. If at any time, SF becomes aware of any type of potential or actual conflict of interest relating to a proxy proposal, such conflict is promptly reported to the Chief Compliance Officer. Conflicts will be handled in a number of ways depending on the type, materiality, and requirements of applicable laws, and will always be handled in the client(s) best interest.

There are certain situations or for certain accounts in which SF will not vote proxies. For example, where a client has retained the right to vote the proxies or where a proxy is received for a client account that has been terminated.

A complete copy of SF's Proxy Voting Policies and Procedures is available upon request. Clients may obtain information on how their proxies were voted by contacting SF.

ITEM 18: FINANCIAL INFORMATION

SF does not require or solicit prepayment of more than \$500 in fees per client, six months or more in advance and therefore is not required to provide, and has not provided, a balance sheet. SF does not have any financial commitments that impair its ability to meet contractual and fiduciary obligations to clients, and has not been the subject of a bankruptcy proceeding.

ITEM 19: REQUIREMENT FOR STATE-REGISTERED ADVISERS

A. Principal Executive Officers

Eric Allen Sigdestad

Year of Birth: 1976

College/University:

California State University, Fullerton, Fullerton, California, B.A. in Finance, 1998

Business Background:

Sigdestad Financial, Inc., Chief Executive Officer / Chief Compliance Officer / President,
August 2010 –Present

Purshe Kaplan Sterling Investments, Registered Representative, September 2010 – Present

LPL Financial, Registered Principal, January 2008 - August 2010

Financial Network Investment Corporation, Investment Adviser Representative, May 2005 -
December 2007

B. Outside Business Activity

Outside of his activities at Sigdestad Financial, Mr. Sigdestad is engaged in other investment-related business or occupation. Outside of his activities at Sigdestad Financial, Inc., Eric Sigdestad currently serves as a registered representative of Purshe Kaplan Sterling Investments (“PKS”), an unaffiliated broker-dealer registered with the Securities and Exchange Commission and member of the Financial Industry Regulatory Authority (“FINRA”). In addition, Mr. Sigdestad is a licensed insurance agent with various unaffiliated insurance companies or agencies (California Insurance License # OC43424). Please refer to Item 4 for further information.

For additional information relating to Eric Sigdestad, please refer to his brochure supplement (Part 2B of Form ADV).

C. Performance-based Fees

At this time Mr. Sigdestad is not compensated for advisory services with performance-based fees.

D. Disclosure Events

Sigdestad Financial, Inc., as a state registered investment adviser, is required to disclose all material facts regarding any legal or disciplinary event. Mr. Sigdestad has one applicable legal or disciplinary events required to be disclosed under this Item.

During the course of his affiliation with LPL Financial, Mr. Sigdestad allegedly circumvented the firm's policies and procedures related to electronic communications which resulted in his termination.

E. Relationship or Arrangement with Any Issuer of Securities

Sigdestad Financial Inc. nor Mr. Sigdestad have any relationships or arrangements with any issuer of securities.

F. Disclosure of Material Conflicts of Interest

All material conflicts of interest under CCR Section 260.238(k) have been disclosed about Sigdestad Financial, Inc., its representatives and employees, which could be reasonably expected to impair the rendering of unbiased and objective advice.