



ITEM 1 – COVER PAGE

ADV PART 2A – FIRM BROCHURE

**LATEEF INVESTMENT MANAGEMENT, L.P.
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MARCH 12, 2014

This brochure provides information about the qualifications and business practices of Lateef Investment Management, L.P. ("Lateef"), a Registered Investment Adviser. If you have any questions about the contents of this brochure, please contact us at 415-461-3800. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority. Registration with the SEC does not imply a certain level of skill or training.

Additional information about Lateef also is available on the SEC's website at www.adviserinfo.sec.gov.



ITEM 2 – MATERIAL CHANGES

This brochure provides information about the policies and business practices of Lateef Investment Management, L.P. There have been no material changes since Lateef's last annual amendment dated March 25, 2013.

In the future, this section (Item 2) will discuss specific material changes that are made to the brochure and provide clients with a summary of such changes. We will also reference the date of our last annual update of our brochure.

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 material changes to this and subsequent brochures within 120 days of the close of our business' fiscal year end. We may further provide other ongoing disclosure information about material changes as necessary.

Currently, our brochure may be requested by contacting Heather Slate, Chief Compliance Officer, at (415) 461-3800 or hslate@lateef.com. Our brochure is also available for download on our website www.lateef.com.



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ITEM 4 – ADVISORY BUSINESS

Founded in 1974 by Khateeb A. Lateef, Lateef Investment Management, L.P. (“Lateef”), provides professional portfolio management to individuals for taxable and retirement accounts, and to corporate and union pension plans, charitable foundations, and academic endowments through separately managed accounts. Lateef also provides investment management services as an adviser to the Lateef Fund, a registered investment company, and as a sub-adviser to the Goldman Sachs Multi-Manager Alternatives Fund. Lateef maintains two separate investment platforms. The California Team Platform consists of products managed by Matthew Sauer, James Tarkenton, and Quoc Tran. The Portland Team Platform consists of products managed by Larry Frager.

Lateef Capital Partners, LLC. (LCP) is the General Partner of Lateef Investment Management, L.P. LCP’s ownership percentage is 1.00%. LCP is responsible for the day-to-day management of Lateef. The Limited Partners and their ownership percentages of Lateef are:

- Ryan Willson (36.00%)
- James Tarkenton (22.07%)
- Quoc Tran (21.46%)
- Matthew Sauer (9.40%)
- Jennifer Lavin (5.53%)
- Khateeb Lateef (4.54%)

TYPES OF INVESTMENTS

Lateef offers discretionary investment management and investment advisory services for equity, balanced and fixed income strategies, utilizing securities that include, but are not limited to, common stock, preferred stock, options contracts, corporate bonds, municipal bonds and U.S. government bonds. Lateef may offer investment advice on the following types of investments:

- Equity securities (exchange listed, over-the-counter and foreign issues)
- Corporate debt securities
- Municipal securities
- Mutual fund shares
- U.S. government securities
- Options contracts on securities

In limited circumstances, where clients are deemed able and are willing to accept greater risk in pursuit of potential higher total return, Lateef may also use some leveraging and hedging techniques (e.g., covered calls and puts, buying securities on margin).



INVESTMENT STRATEGIES

Lateef invests and manages client's portfolios in accordance with an investment strategy selected by the client. The selected strategy is then based on a model portfolio of securities that Lateef believes best represent their strategy in accordance with the client's overall investment objectives and any client imposed restrictions.

The current investment strategies offered by Lateef are as follows:

CALIFORNIA TEAM STRATEGIES

- Multi-Cap Growth Equity
- Large-Cap Growth Equity
- Multi-Cap Growth Balanced
- Fixed Income

PORTLAND TEAM STRATEGIES

- Core Equity
- Core Balanced
- Fixed Income

Clients may impose restrictions on investing in certain securities. Some of Lateef's clients have restrictions as to which securities may be purchased. Clients have also placed restrictions on the percentage of assets under management that may be held in the security of any one company.

WRAP FEE PROGRAMS

Lateef provides portfolio management services to clients in certain wrap fee programs. The wrap fee accounts are managed in accordance with the applicable investment strategy selected by the client and are managed in a similar fashion as the non-wrap fee accounts in the same strategy. Lateef receives a portion of the wrap fee for the portfolio management services provided.

ASSETS UNDER MANAGEMENT

As of December 31, 2013, the total assets under management amounted to \$5,983,843 (\$5.983 billion).

ITEM 5 – FEES AND COMPENSATION

Lateef charges a tiered, percentage based fee, calculated on the market value of the assets in the client's account. Fees are generally payable quarterly in arrears. Alternative frequency of payment and/or methods of calculation may be available, where appropriate or upon a client's request. The quarterly fee is calculated by multiplying the fair market value of cash and securities in the portfolio as of the close of the quarter by the applicable quarterly percentage. Accounts that open or close during the quarter will receive a prorated bill for the partial quarter. For those clients that pay fees in advance, clients will receive a prorated refund of any unearned prepaid fees upon termination. Client may terminate the investment advisory agreement at any time upon written notice thereof to Lateef. Lateef may terminate the investment advisory agreement at any time upon thirty (30) days' prior written notice thereof to the client.

Lateef's management fees are ordinarily calculated by Lateef and are calculated on Lateef's valuation of the assets in the client's portfolio. In certain instances, Lateef and the client may agree that the fees should be calculated based upon the custodian's valuation of the assets in the client's portfolio. In addition, when



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Lateef manages multiple accounts for a particular client, or for a related group of clients, fee calculations may be based on the total assets under management or a relationship fee discount may be available.

Lateef obtains authorization from its clients to deduct management fees directly from the client's account. However, clients may direct Lateef to bill for fees incurred. Where Lateef has authorization to deduct the fees from the account, Lateef delivers an original invoice to the broker/custodian for payment and delivers a copy of the invoice to the client.

In addition to Lateef's management fees, clients may incur brokerage, custodial and other transaction costs. Please refer to Item 12 – Brokerage Practices for additional details.

FEE SCHEDULES – DUAL CONTRACT, SEPARATELY MANAGED ACCOUNTS

The following describes Lateef's standard fee schedules for separately managed accounts by platform and product. Fees may be negotiable where special circumstances exist and arrangements with any particular client may vary. Certain accounts of persons affiliated with Lateef may be managed without fees or at a reduced fee. In some cases, fees charged by Lateef may be greater than fees charged by other investment advisers for similar services, in other cases, our fees may be lower.

CALIFORNIA TEAM STRATEGIES

MULTI-CAP GROWTH EQUITY

1.00% on the first \$15mm, plus
0.75% on the next \$15mm, plus
0.625% on the next \$15mm, plus
0.50% on assets over \$45mm
Minimum Account Size: \$1,000,000
Minimum Quarterly Fee*: \$2,500.00

MULTI-CAP GROWTH BALANCED

1.00% on the first \$15mm, plus
0.75% on the next \$15mm, plus
0.625% on the next \$15mm, plus
0.50% on assets over \$45mm
Minimum Account Size: \$1,000,000
Minimum Quarterly Fee*: \$2,500.00

LARGE-CAP GROWTH EQUITY

0.75% on the first \$15mm, plus
0.625% on the next \$15mm, plus
0.50% on assets over \$30mm
Minimum Account Size: \$250,000
Minimum Quarterly Fee*: \$468.75

FIXED INCOME

1.00% on the first \$15mm, plus
0.75% on the next \$15mm, plus
0.625% on the next \$15mm, plus
0.50% on assets over \$45mm
Minimum Account Size: \$1,000,000
Minimum Quarterly Fee*: \$2,500.00

** As a result of market conditions, Lateef began waiving the minimum fees as of April 1, 2008. Lateef reserves the right to reinstate the minimum fee at its sole discretion.*



PORTLAND TEAM STRATEGIES

CORE EQUITY

1.00% on the first \$3mm, plus
 0.75% on the next \$2mm, plus
 0.625% on assets over \$5mm
 Minimum Account Size: \$750,000
 Minimum Quarterly Fee*: \$1,875

CORE BALANCED

1.00% on the first \$3mm, plus
 0.75% on the next \$2mm, plus
 0.625% on assets over \$5mm
 Minimum Account Size: \$750,000
 Minimum Quarterly Fee*: \$1,875

FIXED INCOME

1.00% on the first \$3mm, plus
 0.75% on the next \$2mm, plus
 0.625% on assets over \$5mm
 Minimum Account Size: \$750,000
 Minimum Quarterly Fee*: \$1,875

** As a result of market conditions, Lateef began waiving the minimum fees as of April 1, 2008. Lateef reserves the right to reinstate the minimum fee at its sole discretion.*

FEE SCHEDULES – WRAP PROGRAMS, SEPARATELY MANAGED ACCOUNTS

Wrap program sponsors typically offer comprehensive brokerage, custodial and advisory services for a single “wrap fee” based on a percentage of assets under management. The program sponsor then pays Lateef a portion of the wrap fee in connection with the advisory services it provides. In wrap fee accounts, Lateef is chosen by the client to act as an investment adviser through a selection process administered by the wrap program sponsor. The client information compiled through the selection process enables Lateef to provide individualized investment services, which it maintains through ongoing contact with the wrap sponsor. Lateef is available for direct telephone calls with wrap clients at their request, and periodically, at the discretion of the wrap sponsor. The wrap sponsor’s services generally include, in addition to assistance with the selection of one or more investment advisers, execution of portfolio transactions (free of commissions), custodial services, including trade confirmation and periodic reporting, continuing evaluation of investment performance, and consultation on investment objectives and suitability.

When Lateef serves as a wrap investment sub-adviser, it contracts with the wrap program sponsor for its services rather than the clients of the wrap sponsor. The wrap sponsor serves as a master investment adviser and is responsible for much of the client record-keeping and reporting. The management fees payable to Lateef are generally lower than those paid to Lateef as a dual contract separate account manager, reflecting that some of the services it would otherwise provide are provided instead by the program sponsor.

Each client should evaluate whether a given wrap program is suitable for their needs. The client should consider the level of the single fee being charged under the wrap program relative to the package of services being provided including the amount of portfolio activity in the account as well as the value of custodial and portfolio monitoring services. The single fee may be higher or lower than the total cost of all services the client is receiving were they to pay for each service separately.



The following describes Lateef's standard fee schedules for WRAP platforms by product. Fees may be negotiable where special circumstances exist and arrangements with any particular client may vary.

MULTI-CAP GROWTH EQUITY

0.50% on all assets

Minimum Account Size: \$1,000,000

LARGE-CAP GROWTH EQUITY

0.36% on all assets

Minimum Account Size: \$250,000

FEE SCHEDULES – MUTUAL FUNDS

Lateef provides investment management services as an adviser to the “Lateef Fund – Fundvantage Trust” (Lateef Fund) a portfolio registered under the Investment Company Act of 1940. Lateef charges the fund a management fee based on assets under management. Please refer to the prospectus and other promotional material for a description of the fees and expenses related to this fund.

FEE SCHEDULES – SUB-ADVISED FUNDS

Lateef provides investment management services as a sub-adviser to the Goldman Sachs Multi-Manager Alternatives Fund. Lateef is paid a management fee based on assets under management. Please refer to the offering memorandum, prospectus and other promotional material for a description of the fees and expenses related to these funds.

FEE SCHEDULES – UNIFIED MANAGED ACCOUNTS (UMA)

Lateef provides investment management services, as a sub-adviser, to investment advisers that seek advice and recommendations through the development of model portfolios. These model portfolios are used by the investment adviser to manage their client accounts. Lateef does not enter into a direct relationship with the clients of the investment advisory firms that offer its models and provides no administrative account-specific performance reporting services to those end clients. The fees paid to Lateef under the UMA agreements are generally lower than the traditional management fees charged by Lateef. Lateef currently participates in the following UMA programs:

1. Placemark Investments- UMA Marketplace
2. UBS – Strategic Wealth Portfolio
3. Morgan Stanley – Select UMA

FEE SCHEDULES – MULTI DISCIPLINE PORTFOLIOS (MDP)

Lateef provides investment management services, as a sub-adviser, to investment advisers that seek advice and recommendations through the development of model portfolios. These model portfolios are used by the investment adviser to manage their client accounts. Lateef does not enter into a direct relationship with the clients of the investment advisory firms that offer its models and provides no administrative account-specific performance reporting services to those end clients. The fees paid to Lateef under the MDP agreements are generally lower than the traditional management fees charged by Lateef. Lateef currently participates in the following MDP program:



1. Credit Suisse – Managed Portfolio Advisors

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

Item 6 is not applicable as Lateef does not currently provide investment advisory services for performance based fees.

ITEM 7 – TYPES OF CLIENTS

Lateef offers investment advice to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, academic endowments, corporations and other business entities through separately managed accounts. Lateef also provides investment advice to other corporate entities as a sub-adviser and provides investment management services as an adviser to the Lateef Fund, a registered investment company, and as a sub-adviser to the Goldman Sachs Multi-Manager Alternatives Fund.

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

Lateef's primary method of analysis is fundamental analysis. Sources of information used by Lateef include financial newspapers and magazines, inspection of corporate activities, research materials prepared by others, corporate ratings series, annual reports, prospectuses, filings with the Securities and Exchange Commission and company press releases.

The California Investment Platform relies heavily on our own intensive fundamental research. We visit with the management of the companies in which we invest and their competitors when appropriate, including visits to their corporate offices. We feel our direct interaction with management teams coupled with our proprietary due diligence process offers a better understanding and deeper conviction in the company's competitive advantage and risks.

Investing in securities involves risk of loss that clients should be prepared to bear.

ITEM 9 – DISCIPLINARY INFORMATION

Item 9 is not applicable. Lateef does not have any disciplinary information to disclose.

ITEM 10 – OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

Item 10 is not applicable. Lateef does not participate in other financial industry activities nor does Lateef have any affiliations.

ITEM 11 – CODE OF ETHICS

Lateef has adopted a Code of Ethics expressing the firm's commitment to ethical conduct. The Code of Ethics is designed to mitigate conflicts of interest and the potential appearance of impropriety in an employee's personal action. Lateef permits its employees to engage in personal securities transactions, and



to purchase and sell securities that may be held by or may be suitable for investment by client accounts. Personal securities transactions may raise potential conflicts of interest with the interests of Lateef clients. In order to ensure compliance with the policy, each Lateef employee is required to instruct each broker-dealer with whom he or she maintains an account to send directly to Lateef's Compliance Department a duplicate copy of all transaction confirmations generated by that broker-dealer for that employee's account. Lateef restricts the purchase and sale by its personnel for their own accounts, securities that have been or are being considered for purchase for client accounts. For across the board trades, personnel are not to engage in a transaction in the same security while an order for a client's account is pending or within a certain period of time before (two days) and after (same day) execution of the transaction in that security on behalf of the client. However, personnel ARE permitted to engage in transactions in the same security if the client activity is the result of a client cash flow or direction (client directed). Lateef may, from time to time, buy or sell securities for its own investment account. In addition, Lateef is the sponsor of the Lateef Profit Sharing Plan (the "Plan"), a plan whose participants are limited to employees of Lateef. The Plan is administered by Pensionalysis, Inc. The Plan may invest in securities that may be bought or sold by Lateef clients.

Lateef will provide a copy of the Code of Ethics to any client or prospective client upon request. To request a copy of Lateef's Code of Ethics, please send a written request to:

Lateef Investment Management, L.P.
Attention: Compliance Department
300 Drakes Landing Road, Suite 210
Greenbrae, CA 94904.

Email requests may be sent to hslate@lateef.com.

ITEM 12 – BROKERAGE PRACTICES

Where Lateef has discretion to select the executing broker, Lateef will endeavor to select those brokers or dealers which will provide the best services at the lowest commission rates possible. The reasonableness of commissions is based on the broker's ability to provide professional services, competitive commission rates, research and other services, which will help Lateef in providing investment management services to clients. Lateef may, therefore, recommend the use of (or use) a broker who provides useful research and securities transaction services even though a lower commission may be charged by a broker who offers no research services and minimal securities transaction assistance. Research services may be useful for the account for which the particular transaction was effected. It is Lateef's policy to seek the best execution available in light of the overall quality of brokerage and research services provided to it or its clients. Best execution involves reasonably seeking the most favorable terms for a transaction under the circumstances.

The allocation of brokerage commissions will vary from year to year, depending on Lateef's evaluations of all applicable considerations. In no case will Lateef make binding commitments as to the level of brokerage commission it will allocate to a broker.



Lateef participates in a number of Managed Account (aka WRAP) programs that direct accounts to Lateef. Lateef has a fiduciary obligation to determine whether the wrap-fee arrangements are suitable for clients. Lateef has delegated this suitability responsibility to the wrap-fee program sponsors and relies on the sponsors to determine if the program and its fees are suitable for clients. On an annual basis, Lateef requests that each program sponsor confirm in writing that the sponsor has accepted the delegated responsibility and is adequately performing this function.

RESEARCH AND OTHER SOFT DOLLAR BENEFITS

Lateef evaluates the amount and nature of research and research services provided by brokers and attempts to allocate a portion of the brokerage business of its clients on the basis of that evaluation. When Lateef uses client brokerage commissions (or markups or markdowns) to obtain research or other products and services, Lateef benefits because it does not have to pay for the research, products or services. Lateef may have an incentive to select a broker/dealer based on its interest in receiving research or other products and services.

Subject to the criteria of the safe harbor in Section 28(e) of the Securities and Exchange Act of 1934, Lateef may pay a broker a brokerage commission in excess of that which another broker might have charged for effecting the same transaction, in recognition of the value of the brokerage and research services provided by or through the broker. Lateef believes it is important to the investment decision making process to have access to independent research. Research furnished by brokers may be used to service any or all of Lateef's clients and may be used in connection with accounts other than those transacting with the broker providing the research.

Brokerage and research services provided by brokers may include, among other things, executing securities transactions, performing other incidental services (such as clearance, settlement and custody), and providing information regarding: the economy; industries; sectors of securities; individual companies; legal developments; pricing and performance analysis. Such research services are received primarily in the form of written reports; telephone contacts and personal meetings with analysts. In addition, research services may be provided in the form of access to conferences and meetings arranged with company management, industry spokespersons and economists.

Lateef does not currently have any contractual commission recapture arrangements in place and does not currently use brokerage commissions to obtain products or services which do not qualify for the safe harbor in Section 28(e) of the Securities and Exchange Act of 1934 (i.e., products and services that do not aid in the investment decision-making or trade execution).

DIRECTED BROKERAGE

Lateef will accept direction from clients regarding the brokers to be used for their account. Clients may have existing arrangements permitting them to offset certain administration, accounting, custody or other fees in relation to the amount of brokerage transactions handled by a specific broker. At the same time, Lateef may have arrangements to receive investment related research products or services provided by the broker/dealer, which are separate from the arrangement negotiated by the client. In following the client's



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direction to use a particular broker to execute either all or part of the brokerage transactions from their accounts, clients must be aware that they may adversely affect our ability to, among other things, obtain, investment related research and/or seek to achieve best execution.

In those cases where the client has selected and negotiated a fee arrangement with a particular broker/dealer and/or directs transactions to a particular broker/dealer, the client is hereby advised that Lateef might be in a better position to (i) negotiate commission, (ii) achieve best execution and (iii) aggregate orders if brokerage was not selected/negotiated by the client. In the cases where the client has negotiated an “asset based” commission structure instead of a “transaction based” commission structure, the client is advised that the reasonableness of the asset based fee is dependent on Lateef’s trading volume over the period and may result in a higher fee than would be paid under a “transaction based” structure.

TRADE AGGREGATION AND ALLOCATION

Lateef seeks, but is not obligated, to aggregate orders for the purchase or sale of the same security for client accounts where Lateef deems this to be appropriate and in the best interests of the accounts. Generally, Lateef aggregates orders by the account’s broker/custodian. All orders for accounts that are held at a broker/dealer are aggregated into blocks (“non-DVP Blocks”) and all orders for accounts that are held at traditional custodians (one that does not provide execution services) are aggregated into a block (“DVP Block”). These blocks are then randomly sorted to determine the order in which the trades are placed for execution. When a block order is filled in its entirety, each participating client account will participate at the average share price of the blocked order on the same business day. When a block order is only partially filled, the securities purchased or sold will be allocated on a pro-rata basis to each account participating in the bunched order based upon the initial amount requested for the account, subject to minimis orders. The commission costs for each allocation in the “non-DVP Block” are determined based on the commission schedule negotiated by the client. The commission costs for each allocation in the “DVP Block” are shared pro-rata based on each client’s participation in the block order.

Lateef performs investment advisory services for many clients. The timing of an account’s funding and/or the timing of a contribution or withdrawal will impact the timing and nature of action taken. As a result, variations in the positions and weights will naturally exist between client accounts. Over time, to the extent possible, Lateef strives to allocate investment opportunities to each account on a fair and equitable basis.

ITEM 13 – REVIEW OF ACCOUNTS

Accounts are reviewed on a regular basis by a senior member of the portfolio management team assigned to the account and/or by the Lateef traders. Accounts are reviewed: (1) when a decision has been made regarding a security held in the account, such as the addition, liquidation or the switching of a position, (2) when prompted by client communication, (3) when notified of a contribution or withdrawal of assets, (4) when a decision has been made to alter the asset allocation, (5) at the discretion of the portfolio management, client service or trading teams.



Generally, reports are furnished to each client on a quarterly basis. Reports generally include a written Market Commentary, Portfolio Summary, Investment Performance, Assets in Portfolio, Transaction Schedule, and a Tax Report. More frequent reports may be provided upon request.

ITEM 14 – CLIENT REFERRALS AND OTHER COMPENSATION

Lateef does not enter into agreements with or make commitments to broker/dealers under which Lateef is obligated to compensate broker/dealers for client referrals. However, in some cases, Lateef may recommend to a client a broker/dealer that has referred clients to Lateef when Lateef believes that said broker/dealer is capable of providing the best services to the client.

In some cases Lateef will direct brokerage to certain brokers or dealers who have also referred clients to Lateef. Under such circumstances, the client is not, in all instances, assured of the lowest commissions and/or broker/dealer compensation.

Lateef may participate in a number of referral programs that provide qualified leads to Lateef. Participation in these programs may pose potential conflicts of interest. Lateef does not directly compensate the program sponsor for these leads. The leads are not required to custody their assets with the program sponsor. If the lead decides to engage the services of the program sponsor, the program sponsor will be the primary broker for the account and, as a result, will receive compensation in the form of brokerage commissions on the trades executed by the sponsor for the account.

Lateef participates in a number of Managed Account (aka WRAP) programs that direct accounts to Lateef. Lateef does not compensate the program sponsor for these accounts. The program sponsor charges a bundled fee (in some cases, representing research, execution and reporting services) of which a portion is paid to Lateef for providing investment advisory services to the account. Client is hereby advised that the services provided for the bundled fee may be less costly if negotiated on an unbundled basis.

Lateef currently participates in the following Managed Account programs:

1. Credit Suisse – Preferred Advisors
2. Deutsche Bank – Advisor Select
3. Morgan Stanley– Fiduciary Services
4. Envestnet Asset Management – Envestnet
5. Charles Schwab – Access
6. UBS – Access
7. Janney Montgomery Scott – Advisor’s Platform
8. Lockwood/Pershing – Managed Account Command
9. LPL – Manager Select

Lateef may permit certain designated persons (referred to as “Solicitors”) to refer potential business to Lateef. Any Solicitor will be required to enter into a written agreement with Lateef that requires the Solicitor to deliver a disclosure document relating to Lateef and a separate disclosure document relating to the Solicitor’s arrangement with Lateef. Payments to Solicitors may vary.



ITEM 15 – CUSTODY

Clients should receive monthly or quarterly account statements from their bank, broker/dealer or other qualified custodian, in addition to the account statements that they may receive from Lateef. We urge clients to carefully review both account statements and compare official custodial records to the account statements provided by Lateef.

Lateef statements may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

Lateef generally has the client's authority to instruct a client's broker/dealer to deduct Lateef advisory fees directly from the client's account.

ITEM 16 – INVESTMENT DISCRETION

Generally, Lateef's clients grant full discretionary authority over securities purchases and sales, subject to investment objectives and guidelines that are established by agreement between Lateef and the client at the time the account is opened. Absent instructions to the contrary from the client, Lateef has the authority to determine, without obtaining specific client consent, the securities to be bought or sold, amount of securities to be bought or sold, broker/dealer to be used and commission rates to be paid (for "DVP Blocks").

Where Lateef has discretion to select the executing broker, Lateef will endeavor to select those brokers or dealers which will provide the best services at the lowest commission rates possible. The reasonableness of commissions is based on the broker's ability to provide professional services, competitive commission rates, research and other services, which will help Lateef in providing investment management services to clients. Lateef may, therefore, recommend the use of (or use) a broker who provides useful research and securities transaction services even though a lower commission may be charged by a broker who offers no research services and minimal securities transaction assistance. Research services may be useful for the account for which the particular transaction was effected.

CLASS ACTION LAWSUITS

Lateef is not responsible for exercising client's rights to participate in the proceeds of class action lawsuits affecting securities they own or have owned. Lateef will generally not notify clients regarding class action lawsuits and will not transmit proof of claim forms to clients except upon client request. Upon client request, Lateef may assist with the processing of a class action claim on behalf of the client. However, Lateef may refrain from processing the claim if it deems the claim to be de-minimis relative to the time and effort involved to file the claim.

ITEM 17 – VOTING CLIENT SECURITIES

Lateef typically does not vote proxies as part of its discretionary authority to manage accounts, unless the client has requested Lateef to do so in writing. When voting proxies, Lateef's primary objective is to make voting decisions solely in the best economic interests of its clients. Lateef will act in a manner that it deems



prudent and diligent and which is intended to enhance the economic value of the underlying securities held in its clients' accounts.

Lateef has adopted written Proxy Policy Guidelines and Procedures (the "Proxy Guidelines") that are reasonably designed to ensure that Lateef is voting in the best interest of its clients. The Proxy Guidelines reflect Lateef's general voting positions on specific corporate governance issues and corporate actions. Some issues may require a case-by-case analysis prior to voting and may result in a vote being cast that will deviate from the Proxy Guidelines. Upon receipt of a client's written request, Lateef may also vote proxies for that client's account in a particular manner that may differ from the Proxy Guidelines. Deviation from the Proxy Guidelines will be documented and maintained in accordance with Rule 204-2 under the Investment Advisers Act of 1940.

In accordance with the Proxy Guidelines, Lateef may review additional criteria associated with voting proxies and evaluate the expected benefit to its clients when making an overall determination on how or whether to vote the proxy. Lateef may vote proxies individually for an account or aggregate and record votes across a group of accounts, strategy or product. In addition, Lateef may refrain from voting a proxy on behalf of its clients' accounts due to de-minimis holdings, impact on the portfolio, items related to foreign issuers, timing issues related to the opening/closing of accounts and contractual arrangements with clients and/or their authorized delegate.

To assist in the proxy voting process, Lateef may retain an independent third party services provider to assist in providing research, analysis and voting recommendations on corporate governance issues and corporate actions, as well as assist in the administrative process. Lateef currently uses ISS as a third party service provider for proxy voting.

Lateef may have conflicts of interest that can affect how it votes its clients' proxies. For example, Lateef may manage a pension plan whose management is sponsoring a proxy proposal. The Proxy Guidelines are designed to prevent material conflicts of interest from affecting the manner in which Lateef votes its clients' proxies. In order to ensure that all material conflicts of interest are addressed appropriately while carrying out its obligation to vote proxies, Lateef has designated a Managing Director who is not on the investment team to be responsible for addressing how Lateef resolves such material conflicts of interest with its clients. Resolutions of all material conflicts of interest will be documented.

If you are a client of Lateef and you would like to find out how your proxies have been voted or you would like a complete copy of Lateef's current Proxy Guidelines, please send a written request to:

Lateef Investment Management, L.P.
Attention: Compliance Department
300 Drakes Landing Road, Suite 210
Greenbrae, CA 94904.

Email requests may be sent to hslate@lateef.com.



ITEM 18 – FINANCIAL INFORMATION

Lateef has many clients who pay their management fees annually in advance. As a result, Lateef is required to include a balance sheet for our most recent fiscal year. The balance sheet for the period ending December 31, 2013 is included.

LATEEF INVESTMENT MANAGEMENT, L.P.

BALANCE SHEET

DECEMBER 31, 2013

INDEPENDENT AUDITORS' REPORT

To the Partners of
Lateef Investment Management, L.P.

We have audited the accompanying balance sheet of Lateef Investment Management, L.P. as of December 31, 2013 and the related notes to the balance sheet.

Management's Responsibility for the Balance Sheet

Management is responsible for the preparation and fair presentation of this balance sheet in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the balance sheet that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the balance sheet based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the balance sheet is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the balance sheet. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the balance sheet, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the balance sheet in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the balance sheet.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the balance sheet referred to above presents fairly, in all material respects, the financial position of Lateef Investment Management, L.P. as of December 31, 2013, in conformity with accounting principles generally accepted in the United States of America.

Navolio & Tallman LLP

***San Francisco, California
February 4, 2014***

LATEEF INVESTMENT MANAGEMENT, L.P.

Balance Sheet

December 31, 2013

Assets

Current assets

Cash and cash equivalents	\$ 3,278,924
Accounts receivable	377,821
Management fees earned and unbilled	7,430,814
Prepaid and other current assets	<u>179,561</u>
<i>Total current assets</i>	11,267,120

Furniture and equipment, net of accumulated depreciation and amortization of \$255,940	260,499
Goodwill from redemption of partners' interests	<u>47,038,601</u>

Total assets	<u><u>\$ 58,566,220</u></u>
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Liabilities and partners' capital

Current liabilities

Accrued expenses	\$ 209,256
Current portion of note payable	4,264,806
Estimated current portion of notes payable to redeeming partners	2,080,588
Current portion of capital lease obligation	18,650
Deferred income	<u>1,806,401</u>
<i>Total current liabilities</i>	8,379,701

Note payable, net of current portion	12,495,195
Notes payable to redeeming partners, net of estimated current portion	21,177,100
Capital lease obligation, net of current portion	<u>35,858</u>

<i>Total liabilities</i>	42,087,854
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Partners' capital	<u>16,478,366</u>
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<i>Total liabilities and partners' capital</i>	<u><u>\$ 58,566,220</u></u>
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See Accompanying Notes to Balance Sheet

LATEEF INVESTMENT MANAGEMENT, L.P.
Notes to Balance Sheet
December 31, 2013

1. Nature of operations

Founded in 1974, Lateef Investment Management, L.P. ("Lateef" or "the Partnership") is a California limited partnership providing professional portfolio management to individuals for taxable and retirement accounts, and to corporate pension plans, charitable foundations, and academic endowments through separate managed accounts. Lateef's main office is in Greenbrae, California with additional offices in Portland, Oregon and Towson, Maryland.

2. Summary of significant accounting policies

Method of accounting

Lateef maintains its accounting records on the cash basis method of accounting but converts to the accrual method for presentation of the balance sheet in conformity with accounting principles generally accepted in the United States of America.

Cash and cash equivalents

Cash and cash equivalents include all cash balances and highly liquid investments with an initial maturity of three months or less. The Partnership places its temporary cash investments with high credit quality financial institutions. At times such investments may be in excess of the Federal Deposit Insurance Corporation (FDIC) insurance limit. Management does not believe the Partnership is exposed to undue risk of loss to the extent cash balances may, from time to time, exceed the limits of insurance coverage.

Accounts receivable

Accounts receivable are recorded at the invoiced amount of management fees. Based on historical collection rates, the Partnership has not provided for an allowance for doubtful accounts. However, the Partnership continually reviews historical write-off experience, current market trends and, for larger accounts, the ability to pay outstanding balances. Past due balances over 90 days and other higher risk amounts are reviewed individually for collectability.

Management fees earned and unbilled

Management fees earned and unbilled include unbilled amounts resulting from services provided to customers that have not yet been invoiced as of December 31, 2013. Fees are generally invoiced within 20-25 business days of the end of the period in which services are provided.

LATEEF INVESTMENT MANAGEMENT, L.P.
Notes to Balance Sheet
December 31, 2013

2. Summary of significant accounting policies (continued)

Furniture and equipment

Furniture and equipment are stated at cost, less accumulated depreciation and amortization. Depreciation is recorded using the straight-line method over the estimated useful lives of the assets, which range from three to five years. The cost of improvements to leased properties is amortized over the shorter of the estimated useful lives of the assets or term of the related lease. When assets are retired or disposed of, the cost and accumulated depreciation are removed from the accounts, and any resulting gains or losses are included in income for the year of disposition. Lateef's capitalization policy is to capitalize furniture and equipment with a cost of greater than \$5,000.

In August 2012, Lateef entered into a lease agreement for office equipment for four years. In August 2013, Lateef entered into an additional lease agreement for office equipment for four years. The leases qualify as capital leases and Lateef recorded an asset and an obligation at an amount equal to the present value of the minimum lease payments at the beginning of the lease terms (see Note 5).

Goodwill from redemption of partners' interests

Goodwill of \$17,351,587 and \$29,687,014 were recorded in connection with the redemption of partners' interests in 2007 and 2012, respectively. Goodwill represents the excess of the redemption price over the respective partners' book capital at the time of redemption.

The Partnership evaluates the carrying value of goodwill during the end of each year and between annual evaluations if events occur or circumstances change that would more likely than not reduce the fair value of the goodwill of the reporting unit below its carrying amount. Such circumstances could include, but are not limited to (1) a significant adverse change in legal factors or in business climate, (2) a management fee collection problem, or (3) a reduction in the current sales price of partnership interests (if any). When evaluating whether goodwill is impaired, the Partnership reviews the current sales price of partnership interests and any other indicators of impairment to cash flow. The Partnership's evaluation of goodwill completed during the year resulted in no impairment losses.

Revenue recognition

The Partnership recognizes revenues from management fees ratably over applicable periods for which services are performed. Amounts billed and collected before the services are performed are included in deferred income. Deferred income consists of management fees either invoiced in advance or received in advance of earning the fees. Certain fees are invoiced either annually or quarterly at the beginning of the period in which they will be earned. If the invoiced amount covers a period that extends beyond year-end, the invoiced amount is not recorded as income until earned.

2. Summary of significant accounting policies (continued)

Use of estimates

The preparation of a balance sheet in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the balance sheet. The most significant estimates relate to management fees earned and unbilled on wrap accounts and the current portion of the notes payable to redeeming partners. These estimates may be adjusted as more current information becomes available, and any adjustment could be significant.

3. Partnership interest redemptions and purchases

On December 31, 2012, Lateef entered into three separate redemption agreements effective December 31, 2012. To finance the redemptions, Lateef amended its loan agreement with the financial institution and issued installment notes to two of the redeeming partners (see Note 4).

On December 31, 2012, Lateef also entered into a Redemption Agreement with one of its limited partners to redeem his 4.54% partnership interest effective December 31, 2014 or at another date agreed upon by the Partnership and the limited partner in a written agreement.

4. Notes payable

Term loan

On July 26, 2007, Lateef entered into a loan agreement with a financial institution acting as the administrative agent and issuing bank (the "Term Loan") to pay a withdrawing partner for his partnership interest. Since this initial agreement, the Term Loan has been renegotiated seven times. As of the most recent amendment, the due date was extended from December 2016 to December 2018 and the use of the Term Loan proceeds was expanded to include payments for the 2012 repurchase of a limited partner's interest.

The agreement requires an annual minimum payment plus an additional payment of principal within 120 days after the end of each calendar year equal to a specified percentage of excess cash flow, as defined in the agreement. The additional principal payments are applied to the Term Loan balance in the inverse order of maturity. The additional principal payment based on 2013 results was \$2,264,806, which is included in the current portion of the note payable in the accompanying balance sheet.

LATEEF INVESTMENT MANAGEMENT, L.P.
Notes to Balance Sheet
December 31, 2013

4. Notes payable (continued)

The minimum principal payments on the Term Loan are due as follows:

Year	Amount
2014	\$ 2,000,000
2015	2,500,000
2016	3,000,000
2017	3,000,000
2018	3,000,000
Thereafter	995,195
	14,495,195
Plus: additional principal payment	2,264,806
	<u>\$ 16,760,001</u>

The Term Loan bears an annual interest rate equal to the greater of 4% or the prime rate plus the applicable margin, as defined in the loan agreement.

The Term Loan is secured by all of Lateef's receivables, furniture and equipment, and other property as defined in the Term Loan agreement. Under the recent Term Loan amendments, borrowings are subject to certain restrictions and financial covenants including, but not limited to: (i) a debt to pre-tax income ratio of not more than 1.5 to 1 at the end of each fiscal quarter, (ii) a cash flows from operations to debt service ratio of not less than 1.25 to 1 during the last ended fiscal quarter and (iii) a minimum of \$3,000,000,000 of assets under management at the end of each fiscal quarter. As of December 31, 2013, the Partnership was in compliance with all covenants.

Partner redemptions

On December 31, 2012, Lateef issued installment notes for \$15,051,222 and \$10,704,416 to redeem a 17.58% and a 12.8% partnership interest, respectively. Interest on the notes accrues daily at an annual rate of five and one quarter percent from January 1, 2013 through December 31, 2017 and accrues at an annual rate equal to the Prime Rate plus two percent annually, up to eight percent, from January 1, 2018 through December 31, 2027. Interest is paid monthly in arrears on the last business day of the month. The first installment note includes a deferred down payment of \$323,379, which is due quarterly over three years, beginning in 2013. In addition, minimum principal payments on the remainder of the first note of \$83,618 are due on the last business day of every month. Principal payments on the second note are due quarterly and are calculated at 7.68% of "Cash Basis Net Income" as defined in the redemption agreement less an adjustment for interest expense.

LATEEF INVESTMENT MANAGEMENT, L.P.

Notes to Balance Sheet

December 31, 2013

4. Notes payable (continued)

The partner redemption agreements also require the Partnership to make additional payments of principal against the notes equal to the excess of a calculated amount as defined in the respective agreements. Per these redemption agreements, the additional principal payments, if any, are due annually by February 28th and January 31st for the first and second notes, respectively. The additional payments based on 2013 results were \$292,396 for the first note and \$0 for the second note, which are included in the estimated current portion of the notes payable to redeeming partners in the accompanying balance sheet.

The remaining minimum principal payments on the first note are due as follows:

<u>Year</u>	<u>Amount</u>
2014	\$ 1,111,208
2015	1,111,208
2016	1,003,415
2017	1,003,415
2018	1,003,415
Thereafter	7,988,336
	<u>13,220,997</u>
Plus: additional principal payment	292,396
	<u>\$ 13,513,393</u>

The estimated current portion of the second installment note, which is included in the estimated current portion of notes payable to redeeming partners in the accompanying balance sheet, is \$676,984.

5. Capital lease obligations

On August 20, 2012, the Partnership entered into a 48 month lease agreement for office equipment. On August 13, 2013, the Partnership entered into an additional 48 month lease agreement for office equipment. Both leases are accounted for as capital leases.

LATEEF INVESTMENT MANAGEMENT, L.P.
Notes to Balance Sheet
December 31, 2013

5. Capital lease obligations (continued)

Minimum future lease payments for the years ending December 31 under the capital leases are as follows:

Year	Amount
2014	\$ 22,780
2015	22,780
2016	17,112
2017	3,852
Total minimum lease payments	66,524
Less amount representing interest	(12,016)
Present value of minimum lease payments	<u>\$ 54,508</u>

The present value of minimum lease payments is reflected in the balance sheet as current and noncurrent obligations under capital leases of \$18,650 and \$35,858, respectively.

6. Operating lease commitments

Lateef's primary office lease agreement expired in June 2013. Lateef then entered into a new lease agreement on June 26, 2013, with an effective date of December 2, 2013. The new lease for the Partnership's primary office space is a non-cancellable operating lease which contains provisions for future rent increases through July 2020. During 2011, Lateef entered into another lease for a secondary office in Maryland. The secondary office lease was most recently renewed in January 2014 for a 12 month term. Lateef's future minimum payments under the leases for the years ending December 31 are as follows:

Year	Amount
2014	\$ 432,516
2015	428,723
2016	440,090
2017	453,267
2018	466,849
Thereafter	769,058
	<u>\$ 2,990,503</u>

In addition, Lateef reimburses its Oregon office on a month to month basis for office rent.

7. Profit sharing plan

Lateef has a profit sharing Keogh Plan ("Plan") which is discretionary in nature. No contribution is required unless agreed upon by management. The 2013 contribution was \$688,033, all of which was funded as of December 31, 2013.

LATEEF INVESTMENT MANAGEMENT, L.P.
Notes to Balance Sheet
December 31, 2013

8. *Income taxes*

No liability for income taxes has been made in the accompanying balance sheet because each partner is individually responsible for reporting income or loss based on their respective share of the Partnership's income and expenses as reported for income tax purposes. The Partnership prepares calendar year U.S. and state information tax returns and reports to the partners their allocable shares of the Partnership's income, expenses, and realized gains or losses.

The Partnership applies the provisions of FASB Accounting Standards Codification Topic 740, *Income Taxes*, which provides guidance for how uncertain tax positions should be recognized, measured, presented and disclosed in the balance sheet. This guidance requires the evaluation of tax positions taken or expected to be taken in the course of preparing the Partnership's balance sheet to determine whether the tax positions are "more-likely-than-not" of being sustained by the applicable taxing authorities. Tax positions with respect to tax at the partnership level not deemed to meet the "more-likely-than-not" threshold would be recorded as a tax benefit or expense in the current year. The General Partner has concluded there is no tax expense to be recorded by the Partnership for the year ended December 31, 2013. The Partnership continues to remain subject to examination by U.S. federal authorities for the years 2010 and forward and to various state authorities for the years 2009 and forward.

9. *Subsequent events*

From January 1, 2014 through February 4, 2014, the Partnership made distributions to its partners of \$744,779.

In accordance with FASB accounting Standards Codification Topic 855, *Subsequent Events*, the Partnership has evaluated subsequent events through February 4, 2014, the date this balance sheet was available to be issued. With the exception of the matter discussed above, there were no other material subsequent events that required recognition or additional disclosure in this balance sheet.



ITEM 1 – COVER PAGE

ADV PART 2B – FIRM BROCHURE SUPPLEMENT

**LATEEF INVESTMENT MANAGEMENT, L.P.
300 DRAKES LANDING ROAD, SUITE 210
GREENBRAE, CALIFORNIA 94904
(415) 461-3800**

WWW.LATEEF.COM

MARCH 12, 2014

This brochure supplement provides information about each supervised person at Lateef Investment Management, L.P. and supplements the Lateef Investment Management, L.P. brochure. You should have received a copy of that brochure. Please contact Heather Slate, Chief Compliance Officer, if you did not receive Lateef Investment Management, L.P.'s brochure or if you have any questions about the contents of this supplement.

Additional information about the supervised persons at Lateef Investment Management, L.P. is available on the SEC's website at www.adviserinfo.sec.gov.



ITEM 2 – EDUCATIONAL BACKGROUND AND BUSINESS EXPERIENCE

RYAN WILLSON

Chief Executive Officer, joined Lateef in 2000 and became an owner in 2001. Prior to Lateef, he was Founder and President of Willson Investment Management, Inc. In prior years, Ryan was a Financial Consultant with Merrill Lynch and a Financial Advisor with Dean Witter. Mr. Willson received his B.A. degree in Communication from the University of Southern California.

JAMES TARKENTON, CFA¹, MBA

Managing Director and Portfolio Manager, joined Lateef in 2008 and became an owner in 2009. Previous positions include Managing Member and Portfolio Manager at RBO & Co., LLC, Vice President and Senior Research Analyst at Oak Value Capital Management, and Senior Research Associate at Cambridge Associates. James received a B.S. degree in Finance from Virginia Commonwealth University and his MBA, with honors, from the University of North Carolina at Chapel Hill. Mr. Tarkenton is a CFA Charterholder.

QUOC TRAN, MBA

Managing Director and Co-Portfolio Manager, joined Lateef in 2005 and became an owner in 2007. In 2002, Quoc joined Wallace R. Weitz & Co. and held various positions in portfolio management and research. Prior to that, he spent five years at Goldman Sachs and Co. as an institutional sales professional, and left the company as Vice President and Director in the Equities Division. Mr. Tran received a B.A. degree with high honors in Rhetoric from Bates College and his MBA in Finance and Competitive Strategy at the University of Chicago where he was also a Business Fellow.

MATTHEW SAUER, MBA

Managing Director and Portfolio Manager, joined Lateef in 2012 and became an owner in 2013. Prior to Lateef, Matt spent six years as a Portfolio Manager at Ariel Investments and thirteen years at Oak Value Capital Management as an Executive Vice President, Senior Portfolio Manager and Director of Research. Matt received a B.S. degree in Humanities from Lawrence Technological University and his MBA from Duke University.

KHATEEF LATEEF, CFA¹

Founder, established Lateef Investment Management in 1974. Prior to forming Lateef, he was a general partner at Hambrecht & Quist as Research Director. In 1964, Mr. Lateef joined Glore Forgan, WM. R. Staats, Inc., which later merged with F.I. Dupont. At the time of the merger, Mr. Lateef was Vice President and voting stockholder in charge of West Coast research. In 1959, he joined the Trust Investment

¹ To become a Chartered Financial Analyst (CFA) candidates must pass each of three six-hour exams, possess a bachelor's degree from an accredited institution (or have equivalent education or work experience) and have 48 months of qualified, professional work experience. CFAs are also obligated to adhere to a strict Code of Ethics and Standards governing their professional conduct.



Department of the Bank of America as a securities analyst. He received his B.S. degree in Finance from Fordham University. Mr. Lateef is a CFA Charterholder.

LARRY FRAGER

Portfolio Manager, heads our Portland, Oregon office and manages the Portland Team Strategies. Mr. Frager received his J.D. degree from the School of Law at UCLA. Prior to joining Lateef Investment Management in 1982, Mr. Frager practiced corporate law in Portland, Oregon. Earlier, he had worked at the law firms Dewey, Ballantine, Bushby, Palmer & Wood in New York, and Carlsmith, Carlsmith, Wichman & Case in Honolulu, Hawaii. Mr. Frager joined Lateef Investment Management in 1982.

ITEM 3 – DISCIPLINARY INFORMATION

Item 3 is not applicable. Lateef does not have any disciplinary information to disclose.

ITEM 4 – OTHER BUSINESS ACTIVITIES

Item 4 is not applicable. Lateef does not have other business activities to disclose.

ITEM 5 – ADDITIONAL COMPENSATION

Item 5 is not applicable. Lateef does not have additional compensation to disclose.

ITEM 6 – SUPERVISION

Ryan Willson, James Tarkenton, Quoc Tran, Matthew Sauer, Khateeb Lateef and Larry Frager are supervised by the Managing Members of Lateef Investment Management, L.P.