

Beacon Financial Advisors, Inc.

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FORM ADV PART 2A BROCHURE

This brochure provides information about the qualifications and business practices of Beacon Financial Advisors, Inc. If you have any questions about the contents of this Brochure, please contact us at (914) 872-4040 or rrobins@beaconfinadv.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Beacon Financial Advisors, Inc. is also available on the SEC's website at www.adviserinfo.sec.gov. Our Firm IARD/CRD number is 119672.

Any references to Beacon Financial Advisors, Inc. as a registered investment adviser or its related persons as registered advisory representatives does not imply a certain level of skill or training.

Item 2 - Material Changes

At least annually, this section will discuss only specific material changes that are made to the Beacon Financial Advisors, Inc. (BFA) Brochure and provide you with a summary of such changes. Additionally, reference to the date of the last annual update to this Brochure will be provided.

Our last annual updating amendment occurred on March 12, 2014. The changes made to our Brochure since then are as follows:

Item 4

- Beacon offers Retirement Plan Consulting services. These services to qualified retirement plans may be one-time or on an ongoing basis. Beacon may provide discretionary investment advice to the plan in general, or to specific participants in the plan depending on the plan design, although most plans are self directed by participants.
- As of December 31, 2014, we had approximately \$119.2 million in discretionary assets under our management.

Item 5

- Beacon offers retirement plan consulting services as a percentage of the plan's assets under management or for a fixed or hourly fee. The agreed upon fee and fee paying arrangements will be stated in the advisory agreement between Beacon and the plan sponsor on behalf of a retirement plan.

A copy of our updated Brochure is available to you free of charge and may be requested by contacting us at (914) 872-4040 or rrobins@beaconfinadv.com.

Additional information about Beacon Financial Advisors, Inc. is also available via the SEC's web site www.adviserinfo.sec.gov. The IARD number for Beacon is 119672. The SEC's web site also provides information about any persons affiliated with Beacon who are registered, or are required to be registered, as Advisory Representatives of Beacon.

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Item 4 - Advisory Business

Beacon Financial Advisors, Inc. ("Beacon") is an independent investment advisory firm offering comprehensive wealth management and asset management services customized to the needs of individuals and their families, pension and profit sharing plans, charitable organizations, and businesses.

Beacon Financial Advisors, Inc. is a corporation formed in 2000 and registered in New York as an investment adviser from May 2000 through April 2013. Beacon Financial Advisors filed for registration with the Securities and Exchange Commission in March 2013. Ronald M. Robins, the President and sole owner of Beacon, has been in the financial services industry since 1992. Additional business information about Ronald Robins is disclosed in the Supplemental Brochure attached to this Brochure.

Beacon is focused on providing preeminent financial advice and superior service to a limited number of clients. Many of our client relationships are multi-generational. For these clients, the greatest benefit to working with us comes from the intimate knowledge we possess of their estate, financial goals and structure and knowing that we will work with attorneys and other advisors to help create their financial structure.

We specialize in:

- ⇒ Estate Planning and Wealth Preservation
- ⇒ Retirement/Income Planning
- ⇒ Asset Management
- ⇒ Stock Option Planning
- ⇒ Non-Citizen Issues
- ⇒ Business Succession Planning
- ⇒ Qualified Plans

We tailor our advisory services to your individual needs. You may ask us to restrict and/or limit certain securities or types of securities when we invest for you. To begin the process, we will ask you to complete our data-gathering form to assist us with obtaining information about your financial situation and history. Additionally, we will meet with you and conduct an interview and data gathering session to continue the due diligence process. We will discuss your desired level of risk, your knowledge of investing, and how we can best meet your needs. The information we collect will help us to provide a program customized to your financial situation.

Depending on the services you have requested, we will gather various financial information and history from you such as:

- Retirement and financial goals
- Investment objectives
- Investment horizon
- Financial needs
- Cash flow analysis
- Cost of living needs
- Education needs
- Savings tendencies
- Other applicable financial information in order to provide the investment advisory services requested.

We use proprietary modeling software to develop custom, financial planning solutions.

Comprehensive Wealth Management Services

Our wealth management service is a process. We will review your entire financial profile, identify potential qualitative and quantitative issues, develop an outline of steps to address the assorted and often interrelated issues and, finally, work through those issues. The solutions to the various issues identified often involve other professionals, most frequently estate attorneys and accountants.



Beacon quarterbackes the interactions with these professionals so that you are not left to handle these interactions on your own.

The initial process lasts from as little as 6 months to as long as 2 years. Typically, the process involves a data gathering session wherein Beacon gathers financial and personal information about the client. This includes a review of any previous estate planning, investments, insurance and assorted executive / company / institutional benefits.

Proprietary modeling software is employed to develop custom, financial planning solutions.

In addition to creating a financial plan and coordinating with other professionals, Beacon is capable of executing asset management and risk management related portions of the plans. Asset management is accomplished using institutional style money management techniques. Risk management encompasses a range of insurance related products, which typically enable a client to transfer specific risks to a qualified carrier. Clients may find the ability to execute financial planning solutions to be helpful.

Your plan may include advice on tax planning analysis, estate planning analysis, business planning, retirement planning, budgeting and cash flow, and/or fringe benefit analysis. Beacon will schedule a meeting with you and present the analysis of your situation and recommendations for steps to be taken to assist you towards your financial goals.

Plans are based on your financial situation at that time and are based on financial information disclosed by you to Beacon. Certain assumptions may be made with respect to interest and inflation rates and use of past trends and performance of the market and economy. However, past performance is in no way an indication of future performance. Beacon cannot offer any guarantees or promises that your financial goals and objectives will be met. Further, you must continue to review the plan and update the plan based upon changes in your financial situation, goals, or objectives or changes in the economy. Should your financial situation or investment goals or objectives change, you must notify Beacon promptly of the changes. The advice offered by Beacon may be limited and is not meant to be comprehensive. Therefore, you may need to seek the services of other professionals such as an insurance adviser, attorney and/or accountant.

You are not obligated to implement advice through Beacon or its Advisory Representatives.

Asset Management Services

Beacon provides discretionary, fee-based investment advisory services. Once we complete our analysis of your situation we will work with you to determine which investments would be most suitable for you and what level of risk is most comfortable for you.

Typically, clients elect to use our comprehensive wealth management services, and based on their needs, choose to use our asset management services as a result of that process. Clients are not required to use our comprehensive wealth management services and may choose to retain Beacon strictly for asset management services.

A description of our management services appears below.

Beacon provides continuing and ongoing supervisory services. We will customize your portfolio allocation taking into consideration your limitations or restrictions, the market and economy at the time, and your financial situation, goals and objectives.

We will schedule a meeting with you and present the Investment Policy Statement to outline how your account will be managed. It will include the recommended portfolio allocation. Upon your approval, we will implement the portfolio allocation.

Beacon will provide continuous and ongoing management services. We will manage your account on a discretionary basis, making changes to the allocation as deemed appropriate by Beacon and in accordance with your Investment Policy Statement. We will determine the securities to be purchased and sold in the account and will alter the securities holdings from time to time, without prior consultation with you. Beacon may actively trade securities and hold such holdings for periods of 30 days or less or maintain positions for longer or shorter term periods.

We will primarily use open-ended mutual funds including no-load and load waived or mutual funds purchased at net asset value (NAV). Less frequently, we may recommend closed-end funds, exchange traded funds (ETFs), limited partnerships, non-publicly traded real estate investment trusts (REITs), and variable annuities. Additionally, when transferring your account to Beacon, you may have stock and/or bond holdings and, at your request, we may provide advice on these investments.

Transactions in your account, account reallocations and rebalancing may trigger a taxable event, with the exception of IRA accounts, 403(b) accounts and other qualified retirement accounts.

As previously stated, Beacon will start the portfolio construction process by determining the investments that best meets your suitability parameters. Your managed account may be similarly managed and contain similar holdings as compared to other clients' managed accounts.

In addition to providing continuing and ongoing asset management services, Beacon also offers asset allocation and periodic investment supervision services on a discretionary basis. If you elect this service, we will determine an asset allocation customized to your financial goals, objectives and risk tolerance. Your portfolio allocation will take into consideration your limitations or restrictions, the market and economy at the time and your financial situation, goals and objectives. We will monitor your account on a regular, but not continuous and ongoing basis. We will provide periodic monitoring of your account. Beacon will prepare an Investment Policy Statement or similar document and

make changes to the allocation as deemed appropriate by Beacon and in accordance with your Investment Policy Statement.

Symmetry Partners, LLC

In providing its asset management and monitoring services to clients, Beacon uses the services of a sub-adviser, Symmetry Partners, LLC. Symmetry, an SEC-registered investment adviser, provides portfolio design, asset allocation, and securities selection for investment portfolios to be used in client accounts. Based on investment analysis, Symmetry will monitor and recommend changes to portfolio models. Beacon will review the recommendations, make decisions, and execute the transactions based on the information provided by Symmetry.

Retirement Plan Consulting

Beacon offers one-time or ongoing advisory services to qualified retirement plans. Through the Retirement Plan Consulting program, Beacon will assist plan sponsors with their fiduciary duties and provide individualized advice based upon the particular needs of the plan and/or plan participants regarding investment management matters, such as:

- Investment Policy Statement support
- Investment selection and monitoring
- Overall portfolio composition
- Participant advice programs

Beacon offers clients access to investment options through either its relationship with National Financial Services/Commonwealth or third party platforms. In some cases, Beacon may provide discretionary investment advice to the plan in general, or to specific participants in the plan depending on the plan design. Plans may also be participant directed from a pre-selected investment palette that meets certain investment criteria.

When we perform our agreed upon services, we will not be required to verify the accuracy or consistency of any information received from the plan sponsor. The plan sponsor is always free to seek independent advice about the appropriateness of any recommendations made by us.

General Information

The investment recommendations and advice offered by Beacon are not legal advice or accounting advice. You should coordinate and discuss the impact of financial advice with your attorney and/or accountant. If your financial situation, investment goals, and/or objectives should change, please inform Beacon promptly. The change may trigger a need for adjustments in your plan or portfolio. Failure to notify Beacon of any such changes could result in investment recommendations not meeting your needs.

Assets Under Management

The amount of discretionary assets under our management totaled \$119.2 million as of December 31, 2014. Beacon does not offer non-discretionary asset management services.

Item 5 - Fees and Compensation

Comprehensive Wealth Management Services

Fees for comprehensive wealth management services are strictly for comprehensive wealth management services. Therefore, you may pay fees and/or commissions for additional services obtained such as asset management or products purchased such as insurance.

Fixed fees for comprehensive financial plans are negotiable. Your fees will be dependent on several factors including time spent with Beacon, number of meetings, complexity of your situation, amount of research, services requested and staff resources.

The advisory agreement is in effect for a period of one year. It will automatically renew for a period of one-year at the end of each year unless terminated.

After one year, Ronald M. Robins will contact you and offer to review the plan. This will help to ensure that the plan still reflects your financial goals and objectives, and will provide us with the opportunity to amend the plan to accommodate any change in your circumstances (retirement, marriage, disability, etc.). This service is optional, and you are not obligated to accept. If you choose to have this annual review, the fee for consultation is based on the degree of change in your situation and based on the \$400 per hour hourly charge.

As part of its comprehensive wealth management services, Beacon may provide general non-securities advice on topics including tax planning analysis, estate planning analysis, business succession planning, retirement planning, education planning, budgeting and cash flow, and/or fringe benefit analysis.

The fee schedule appears below:

Beacon Financial Advisors, Inc.

Fee Type	Maximum Fee	Payable
Fixed Fee	Up to \$50,000 per year	Fee is negotiable and based on \$400/hour hourly rate; payable upon execution of the advisory agreement.
Hourly Fee	\$400 per hour (Ronald Robins)	Fee is non-negotiable and payable as services are rendered.
Hourly Fee	\$100 to \$250 per hour (staff under Ronald's direct supervision)	Fee is non-negotiable and payable as services are rendered.

Termination Provisions

The advisory agreement is in effect for a period of one year. It will automatically renew at the end of each year for a period of one-year unless terminated.

You may terminate our advisory services, without penalty, upon written notice within five (5) business days after entering into the advisory agreement with Beacon. Thereafter, you may terminate investment advisory services with 30-days written notice to Beacon. You will be responsible for any time spent by Beacon. We will refund any prepaid unearned fees to you for any reason. Refunds will not be provided for work that has already been performed.

Upon termination, you will be liable for any transaction fees associated with liquidation and transfer of account positions. In addition, Beacon will have no further obligation to act or advise with respect to your accounts. The exclusive responsibility to monitor the securities in the account will belong to you.

Asset Management Services

Fees are negotiable in some cases or may be waived. Fees are subject to change. Fees are not based on a share of capital gains or capital appreciation of the funds or any portion of the funds.

Advisory fees are generally based on the aggregate value of all managed accounts within the established household. However, by mutual agreement, certain accounts or individual positions may be excluded from the aggregate valuation or subject to an asset management fee that differs from the fee charged under the aggregate value calculation.

Beacon Financial Advisors, Inc.

Beacon's fee schedule is as follows:

Fee Schedule

Aggregate Value of Accounts	Per Quarter	Per Year
\$100,000 - \$500,000	0.500%	2.00%
\$500,001 - \$1,000,000	0.375%	1.50%
\$1,000,001 - \$2,000,000	0.250%	1.00%
\$2,000,001 - \$3,500,000	0.1875%	0.75%
\$3,500,001 - \$5,000,000	0.150%	0.60%
\$5,000,001 - \$10,000,000	0.125%	0.50%
\$10,000,001 - up	Negotiable	Negotiable

Beacon may change the above fee schedule upon 30-days prior written notice to you.

Advisory fees will be charged in advance of the billing period. The billing period will be on a calendar quarterly basis (i.e., March 31, June 30, September 30, and December 31). The quarterly advisory fee will be based on the value of the Account on the last business day of the just completed three-month period. Fees for partial periods may be prorated. Accounts which have margin balances will be billed on the gross value of billable securities, not the net after deduction for margin balance.

After executing the asset management agreement, your initial quarterly fee is due and payable and will be deducted from your account. It will be pro-rated based on the number of days remaining in the three-month period, and based on the current value of all assets to be transferred into the account. Thereafter, advisory fees will be charged in advance of the billing period, and deducted from your account on or about the first day of each calendar quarter.

Subsequent quarterly fees are calculated by applying the appropriate percentage from the fee schedule or as agreed between Beacon and the client to the appropriate account balance as defined below and deducted from the client's account on or about the first day of each calendar quarter. The calculation is as follows:

1. The first method is based on the market value of all assets in the client's account subject to the asset management fee on the last day of the preceding calendar quarter. In this method, any 12b-1 fees generated by the positions in the account are credited back directly into the client account.
2. The second method, like the first, is based on the market value of all assets in the client's account on the last day of the preceding calendar quarter with the addition of a credit for any 12b-1 fees received by Beacon. The credit appears in

Beacon Financial Advisors, Inc.

the client's quarterly asset management invoice for some or all of the service fees (described below) received by Beacon during the preceding quarter.

The fees are calculated by Commonwealth and transmitted to National Financial Services LLC for deduction from the client's account.

Provided the account continues to meet minimum account size requirements, you may make additions to the account or withdrawals from the account. No fee adjustments will be made for additional deposits, partial withdrawals or for account appreciation or depreciation. If your account is closed, we will refund any prepaid, unearned fees.

In providing its asset management services to clients, Beacon uses the services of a sub-adviser, Symmetry Partners, LLC. Symmetry charges an ongoing annualized fee. The advisory fees disclosed in the fee schedule above include both Beacon's fee and Symmetry's fee. Your fee will not exceed the total fee stated.

In addition to the advisory fees above, you will pay transaction fees for securities transactions executed in your account in accordance with the custodian's transaction fee schedule. Additionally, you may pay fees for custodial services, account maintenance fees, transaction fees, and other fees associated with maintaining the Account. Such fees are not charged by Beacon and are charged by the product, broker/dealer or account custodian. Beacon does not share in any portion of such fees. Additionally, you may pay your proportionate share of the fund's management and administrative fees and sales charges as well as the mutual fund adviser's fee of any mutual fund they purchase. Such advisory fees are not shared with Beacon and are compensation to the fund-manager. You should read the mutual fund prospectus prior to investing.

For additional information, please refer to Item 12 that describes the factors that Beacon considers in selecting or recommending broker-dealers for client transactions and determining the reasonableness of their compensation.

You may deposit assets into your fee based account on which a commission was previously paid, such as mutual funds on which a sales charge was paid. If such transactions were made through Beacon or its Advisory Representative, they may have previously received a commission and they may receive an additional advisory fee based on the fee schedule disclosed above.

The fee schedule and other information supplied in this Item 5 are also applicable to those clients that choose to receive periodic investment supervisory services.

Ronald Robins, President and Advisory Representative of Beacon, is dually registered as a Registered Representative and Advisory Representative of Commonwealth Financial

Network® (“Commonwealth”). Commonwealth Equity Services, Inc. has adopted the “doing business as” name of Commonwealth Financial Network®. The firm’s legal name will remain Commonwealth Equity Services, Inc. Commonwealth Equity Services, Inc. is a FINRA registered broker/dealer and SEC-registered investment adviser.

As a Registered Representative, Ronald may receive trail commissions (i.e., 12b-1 fees) for a period of time as a result of directing securities transactions through Commonwealth. Load and no-load mutual funds may pay annual distribution charges, sometimes referred to as 12b-1 fees. 12b-1 fees come from fund assets, therefore, indirectly from your assets. 12b-1 fees may be initially paid to Commonwealth and a portion passed to the Advisory Representative. The receipt of these fees could represent an incentive for the Advisory Representative to recommend funds with 12b-1 fees over funds that have no fees or lower fees. As a result, there is a potential conflict of interest because the receipt of compensation may provide an incentive to recommend investment products based on the compensation received, rather than on your needs.

Ronald Robins, Beacon’s sole Advisory Representative, is also an Advisory Representative of Commonwealth and may offer securities products on a fee basis and receive advisory fees. There is a potential conflict of interest in that he may recommend the use of advisory programs at Commonwealth for which he will receive compensation.

Other compensation for the sale of investment products recommended to clients, including asset-based distribution fees from the sale of mutual funds, comprise less than two percent of the total revenue derived from advisory clients. 12b-1 fees are credited back into client accounts except where this functionality doesn’t exist or is not practical. As noted above, you are not obligated to implement advice through Beacon or its Advisory Representative, Ronald Robins.

Beacon will attempt to mitigate conflicts of interest by:

- Informing you of conflicts of interest in our disclosure document and agreement;
- Maintaining and abiding by our Code of Ethics which requires us to place your interests first and foremost;
- Advising you of the right to decline to implement our recommendations and the right to choose other financial professionals for implementation.

In addition, Advisory Representatives who are also Registered Representatives and Advisory Representatives of Commonwealth are subject to Commonwealth’s supervision.

You may purchase the securities recommended by Beacon directly or through other brokers or agents not affiliated with Beacon.

Termination Provisions

You may terminate investment advisory services obtained from Beacon, without penalty, upon written notice within five (5) business days after entering into the advisory agreement with Beacon. You will be responsible for any fees and charges incurred from third parties as a result of maintaining the Account such as transaction fees for any securities transactions executed and Account maintenance or custodial fees. Thereafter, you may terminate investment advisory services with 30 days written notice to Beacon. Should you terminate investment advisory services during the quarter, you will be issued a pro-rated refund of the prepaid advisory fee from the date of termination to the end of the three-month billing period.

Upon termination, you will be liable for any transaction fees associated with liquidation and transfer of account positions. In addition, Beacon will have no further obligation to act or advise with respect to your accounts. The exclusive responsibility to monitor the securities in the account will belong to you.

Retirement Plan Consulting

Beacon offers retirement plan consulting services as a percentage of the plan's assets under management, for a flat dollar amount, or for an hourly fee. The maximum annual account consulting fee, when stated as a percentage of assets, is 2% and is negotiable. Our annual fixed fee is negotiated in advance of services rendered. If fees are being charged on an hourly basis, they are \$600 per hour or less depending on plan complexity and may be negotiable.

The agreed upon fee and billing arrangements will be stated in the advisory agreement between Beacon and the plan sponsor on behalf of a retirement plan. Fees may be taken directly from plan assets or, in special circumstances, billed to the plan sponsor via an invoice. Plan fees are billed quarterly in advance unless there are unusual circumstances that necessitate other fee paying arrangements.

The plan may be assessed transaction charges, as set forth in the plan's agreements, and may be subject to customary fees and charges related to mutual fund investments and other investments, including, but not limited to, 12b-1 service fees, deferred sales charges, short-term redemption fees, and plan fees. Beacon's compensation, however, is based solely on a percentage of the total value of assets under management.

Beacon or the plan sponsor may terminate this Agreement upon written notice to the other. Termination of this Agreement shall not affect the plan's obligation to pay fees and other charges through the effective date of termination. In the event termination does not coincide with the end of a billing period, the plan will be obligated to pay a prorated portion of the last quarterly installment of the annual fee. Beacon will issue a pro-rated refund of any unearned prepaid advisory fee.

Item 6 - Performance-Based Fees and Side-By-Side Management
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Beacon does not charge performance-based fees.

Item 7 - Types of Clients

Beacon's services are geared toward individuals and their families including high net worth individuals, trusts, estates, as well as pension and profit sharing plans, charitable organizations, corporations and other business entities.

Beacon generally requires a minimum amount of assets be deposited to an account for the purpose of obtaining asset management services. Beacon will generally require you to deposit a minimum of \$1,000,000 (cash or securities) per client relationship. However, under certain circumstances, Beacon may waive the minimum account size requirement and accept accounts less than \$1,000,000. Such circumstances may include but not be limited to additional assets will soon be deposited or you have other accounts under management with Beacon. You are advised performance may suffer due to difficulties with diversifying smaller accounts and due to risk controls potentially being compromised. Performance of smaller accounts may vary from the performance of accounts with more dollars invested since fluctuations in the market may affect smaller accounts more.

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

Beacon conducts economic analysis and attempts to analyze and determine the trends. Additionally, Beacon conducts fundamental analysis. Fundamental analysis generally involves assessing a company's or security's value based on factors such as sales, assets, markets, management, products and services, earnings, and financial structure.

While Beacon will often construct portfolios that accommodate pre-existing positions or large positions in company stock, we do not recommend individual stocks. Our primary approach is to hire professional managers through mutual funds or exchange traded funds.

Accounts are managed individually and customized to specific client needs.

Beacon employs several disciplines in the management of client accounts. In addition to the basic tenets of modern portfolio theory, which include broad based diversification across many asset classes, Beacon provides regular rebalancing and tax loss harvesting.

Beacon's principals maintain awareness of economic trends through a variety of original research. Generally, this involves written and recorded analysis by leading economists. This research provides perspective with which to color specific investment recommendations based on developing trends and market conditions.

Generally, an investment allocation is developed as part of the financial planning process. This is generally an intuitive process where we learn your financial condition, financial aspirations, and your risk tolerance. We then develop a target asset allocation to help you achieve your financial aspirations without accepting undue amounts of risk.

For "investment only" clients who sign up for our asset management services only, we will design a program for you after considering the purpose of your investment portfolio entrusted to Beacon.

Asset management is conducted in a manner consistent with classic asset allocation theory using both active and passive investment management. Risk reduction may be accomplished through diversification and active portfolio rebalancing. We rely on several, key institutional money management firms to provide the bulk of the asset management expertise. Through our asset management relationships, we can offer a wide exposure to investment management styles, often with institutional money managers that are unavailable to all but the largest investors.

From time to time, Beacon recommends insurance related products for client needs. Typically, these products are selected based on client's needs (often identified in the financial planning process) and objective criteria like insurance company financial strength or product features. As an independent entity, Beacon is able to offer insurance products from a variety of carriers. Recommendations are not colored by special relationships or financial incentives.

Beacon does not represent, warrant or imply that the services or methods of analysis used by Beacon can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to major market corrections or crashes. Past performance is no indication of future performance. No guarantees can be offered that your goals or objectives will be achieved. Further, no promises or assumptions can be made that the advisory services offered by Beacon will provide a better return than other investment strategies.

As stated above, Beacon primarily uses mutual funds. The risks with mutual funds include the costs and expenses within the fund that can impact performance, change of managers, and fund straying from its objective. Open ended mutual funds do not typically have a liquidity issue and the price does not fluctuate throughout the trading day. Mutual fund fees are described in the fund's prospectus, which the custodian mails directly to the client following any purchase of a mutual fund that is new to the client's account. In addition, a prospectus is available online at each mutual fund company's Web site. At the client's request at any time Beacon will direct the client to the appropriate Web page to access the prospectus.

Investing in securities involves risk of loss, including the potential loss of principal. Therefore, your participation in any of the management programs offered by Beacon will require you to prepare to bear the risk of loss and fluctuating performance.

Item 9 - Disciplinary Information

There is no reportable disciplinary information required for Beacon or its Advisory Representatives.

Item 10 - Other Financial Industry Activities and Affiliations

Beacon does not have a related person who is a: broker/dealer or other similar type of broker or dealer; investment company or other pooled investment vehicle, other investment adviser or financial planner; futures commission merchant or commodity pool operator; banking or thrift institution; accountant or accounting firm; lawyer or law firm; insurance company or agency; pension consultant; real estate broker or dealer; or sponsor or syndicator of a limited partnership.

As previously stated in Item 5, Ronald Robins is dually registered as an Advisory Representative of Beacon and as a Registered Representative of Commonwealth Financial Network® (“Commonwealth”). He is also registered as an Advisory Representative of Commonwealth. You are under no obligation to purchase or sell securities through him. However, if you choose to implement the plan through Ronald, commissions and/or advisory fees may be earned in addition to any fees paid for our advisory services. Commissions may be higher or lower at Commonwealth than at other broker/dealers. Advisory Representatives may have a conflict of interest in having you purchase securities and/or insurance related products through Commonwealth in that the higher their production with Commonwealth the greater potential for obtaining a higher pay-out on commissions earned.

Commonwealth and Beacon are not affiliated.

Advisory Representatives are licensed with various insurance companies. The insurance business is not a significant business to the Advisory Representatives and they do not concentrate resources toward the business. However, it is important to know that if Advisory Representatives recommend insurance products and if you purchase insurance products through them, they will earn commissions. This represents a conflict of interest in that the Advisory Representative recommends the insurance product and compensation is received by the Advisory Representative.

Beacon attempts to mitigate the conflicts of interest by notifying you of these potential conflicts. We inform you that you are free to consult other financial professionals and

that you may implement recommendations through these professionals. We are bound by our Code of Ethics to act in an ethical manner.

Item 11 - Code of Ethics, Participation or Interest in Client Transactions & Personal Trading
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CODE OF ETHICS

Beacon has a fiduciary duty to you to act in your best interest and always place your interests first and foremost. Beacon takes seriously its compliance and regulatory obligations and requires all staff to comply with such rules and regulations as well as Beacon's policies and procedures. Further, Beacon strives to handle your non-public information in such a way to protect information from falling into hands that have no business reason to know such information and provides you with Beacon's Privacy Policy. As such, Beacon maintains a code of ethics for its Advisory Representatives, supervised persons and staff. The Code of Ethics contains provisions for standards of business conduct in order to comply with federal securities laws, personal securities reporting requirements, pre-approval procedures for certain transactions, code violations reporting requirements, and safeguarding of material non-public information about your transactions. Further, Beacon's Code of Ethics establishes Beacon's expectation for business conduct.

A copy of our Code of Ethics will be provided to any client or prospective client upon request.

Beacon Financial Advisors, Inc. Code of Ethics

Principle 1 Integrity

Offer and provide professional services with integrity.

Principle 2 Objectivity

Be objective in providing professional services to clients.

Principle 3 Competence

Provide services to clients competently and maintain the necessary knowledge and skill to continue to do so in those areas in which the designee is engaged.

Principle 4 Fairness

Perform professional services in a manner that is fair and reasonable to clients, principals, partners, and employers and disclose conflict(s) of interest(s) in providing such services.

Beacon Financial Advisors, Inc.

Principle 5 Confidentiality

Not disclose any confidential client information without the specific consent of the client unless in response to proper legal process, to defend against charges of wrongdoing or in connection with a civil dispute with a client.

Principle 6 Professionalism

Conduct all matters in a professional manner that will reflect credit upon the financial planning profession.

Principle 7 Diligence

Act diligently in providing professional services. Diligence is the provision of services in a reasonable prompt and thorough manner. Diligence also includes proper planning for and the supervision of the rendering of professional services.

Neither Beacon nor its associated persons recommends to clients or buys or sells for client accounts any securities in which we have a material financial interest.

Beacon and its associated persons may buy or sell securities identical to those securities recommended to you. Therefore, Beacon and/or its associated persons may have an interest or position in certain securities that are also recommended and bought or sold to you. Beacon and its associated persons will not put their interests before your interest. Beacon and its associated persons may not trade ahead of you or trade in such a way to obtain a better price for themselves than for you or other clients.

Beacon is required to maintain a list of all securities holdings for its associated persons and develop procedures to supervise the trading activities of associated persons who have knowledge of your transactions and their related family accounts at least quarterly. Further, associated persons are prohibited from trading on non-public information or sharing such information.

You have the right to decline any investment recommendation. Beacon and its associated persons are required to conduct their securities and investment advisory business in accordance with all applicable Federal and State securities regulations.

Item 12 - Brokerage Practices

As previously stated in Items 5 and 10, Beacon's Advisory Representative is a Registered Representative of Commonwealth. Therefore, if you elect to implement investment recommendations through him, you will need to establish an account with Commonwealth.

Beacon Financial Advisors, Inc.

In initially selecting Commonwealth, Beacon conducted due diligence. We examined the ability to service you, staying power as a company, industry reputation, reporting ability, trading platform, products and services available, technology resources, and educational resources. We consider Commonwealth's commissions to be reasonable in comparison to the value provided although they may be higher or lower as compared to on-line or discount broker-dealers.

Additionally, product sponsors such as life insurance companies, investment companies and limited partnerships may provide support to Beacon and its Advisory Representative. Such support includes research, educational information, and monetary support for due diligence trips and client events.

Commonwealth has a wide range of approved securities products for which Commonwealth performs due diligence prior to selection. Commonwealth's Registered Representatives are required to adhere to these products when implementing securities transactions through Commonwealth. Commissions charged for these products may be higher or lower than commissions you may be able to obtain if transactions were implemented through another broker/dealer. Commonwealth also provides Advisory Representatives, and therefore Beacon, with back-office, operational, technology, and other administrative support. Other services may include consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance and marketing. Such services are intended to help Advisory Representatives and Beacon manage and further develop its business enterprise.

Commonwealth and its clearing broker/dealer, National Financial Services, LLC, make available to Beacon other products and services that benefit us but may not directly benefit you. Some of these other products and services assist us with managing and administering your accounts. These include software and other technology that provide access to your account data (such as trade confirmation and account statements); facilitate trade execution; provide research, pricing information and other market data; facilitate payment of our advisory fees from your accounts; and assist with back-office functions; recordkeeping and client reporting. Many of these services generally may be used to service all or a substantial number of Beacon's clients, including clients who do not maintain accounts at Commonwealth.

Beacon manages accounts on an individual basis and does not bunch or conduct aggregated orders for client securities.

Item 13 - Review of Accounts

Comprehensive Wealth Management Services

Clients participating in comprehensive wealth management services will not receive regular reviews or reports other than the initial plan or analysis. Beacon recommends that you have your plan reviewed and updated at least annually, or sooner if changes dictate. However, you will decide on the time and frequency of any further review. To obtain additional services, you will be required to re-contract with us based on the fee schedule disclosed under the program.

Financial plans are prepared for clients who have retained Beacon's services for this purpose. Upon completion of the written plan, Ronald Robins will meet with every client to review the plan and answer questions the client may have about the contents of the plan. There are no different levels of review. After this consultation, there are no further reviews unless you request additional meetings. After one year, Ronald M. Robins will contact financial planning clients and offer to review the plan. This will help to ensure that the plan still reflects your financial goals and objectives, and will provide us with the opportunity to amend the plan to accommodate any change in your circumstances (retirement, marriage, disability, etc.). This service is optional, and you are not obligated to accept. If you choose to have this annual review, the fee for consultation will be determined based on the degree of change in the clients situation and based on the \$400 per hour hourly charge.

Financial planning clients receive no reports other than the initial plan. However, you may, at your discretion, choose to implement the financial plan through Ronald Robins in his capacity of registered representative. In that event, you will receive monthly, quarterly and/or annual statements from investment companies, product sponsors, broker/dealers and/or custodians.

Asset Management Services

Asset managed accounts are reviewed on a periodic basis, either quarterly, semi-annually or as agreed to by the client. Ronald M. Robins, Beacon's President, will conduct all reviews.

If you are participating in the Asset Management Services, we will attempt to meet with you annually or as agreed by you. The meeting may be in person, over the telephone, or electronically. You may request more frequent reviews and may set thresholds for triggering events that would cause a review to take place. You must notify Beacon promptly of any changes to your financial goals, objectives or financial situation. This may trigger a review of your portfolio allocation and lead to recommendations for changes.

Periodic Investment Supervision

Investment supervision is on a periodic basis. It does not involve daily attention and review of specific positions. Typically, the investment vehicles used in these accounts are mutual funds. After creating your initial asset allocation, we will usually review accounts on an annual basis. We will examine the asset allocation and adjust and re-balance your account as needed.

Continuous and Ongoing Supervisory Services

We will review your accounts receiving continuous and ongoing supervisory services weekly or more frequently as necessary. You will receive annual statements from the custodian.

During any month in which there is activity in your account, you will receive a(n):

- ⇒ Monthly account statement from NFSC or similar clearing firm showing your account activity as well as positions held in the account at month end
- ⇒ Confirmation of each transaction that occurs within the account.
- ⇒ Detailed quarterly performance report describing all activity in the your account, along with account performance information prepared in accordance with GIPS performance reporting standards. This will include realized and unrealized gains.
- ⇒ Annual tax reporting statement from the appropriate clearing firm.

Item 14 - Client Referrals and Other Compensation

Product vendors recommended by Beacon may provide monetary and non-monetary assistance with client events and provide educational tools and resources. Beacon does not select products as a result of any monetary or non-monetary assistance. The selection of product is first and foremost. Beacon's due diligence of a product does not take into consideration any assistance it may receive. While the receipt of products or services is a benefit for you and us, it also presents a conflict of interest.

Item 15 - Custody

With the exception of deduction of Beacon's advisory fees from your accounts, Beacon does not have custody of your funds or securities. Your custodian maintains the actual custody of your assets. You will receive account statements directly from the custodian at least quarterly.

Item 16 - Investment Discretion
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By execution of our advisory agreement, you will grant Beacon authorization to manage your account on a discretionary basis. We will have the authority to determine, without obtaining specific client consent, the securities to be bought or sold and the amount of the securities to be bought or sold. You may terminate discretionary authorization at any time upon receipt of written notice by Beacon.

Discretionary trading authority facilitates placing trades in client accounts so that we may promptly implement the investment policy that clients have approved in writing. A limited power of attorney is a trading authorization for this purpose. Clients sign a limited power of attorney so that we may execute trades, subject to the limitations of the agreement.

In all cases, such discretion is exercised in a manner consistent with your Investment Policy Statement that specifies your investment objectives, goals, and asset allocation for the account. Investment guidelines and restrictions must be provided to Beacon in writing.

Investment decisions to buy or sell securities for any account are the product of many factors including but not limited to the particular client's investment objectives, available cash resources, the relative size of the client's portfolio holdings of the same or similar securities, trading restrictions with respect to certain types of securities or quantities thereof, the size of investment commitments generally held by the client and the opinions of the persons responsible for making investment decisions for such account. Thus, a particular security may be bought for certain clients when that security is being sold in other client accounts. Additionally, it is possible that two accounts with similar objectives would contain significantly different quantities and types of positions

In addition, certain discretionary accounts may be deliberately structured in such a way as to contain more concentrated positions in fewer holdings with specific focus on securities, market sectors, fund managers or other types of positions that are expected to benefit from changing market or economic conditions. These positions may result in a portfolio that is inconsistent with conventional guidelines with respect to asset allocation and appropriate levels of diversification. Portfolios of this nature will contain specific language in the investment policy statement acknowledging the more concentrated and less diverse nature of these portfolios.

Item 17 - Voting Client Securities

Beacon does not vote your securities. Unless you suppress proxies, securities proxies will be sent directly to you by the account custodian or transfer agent. You may contact your Advisory Representative about questions you may have and opinions on how to vote the proxies. However, the decision to vote and how you vote the proxies is solely up to you.

Item 18 - Financial Information

Beacon will not require you to prepay more than \$1,200 and six or more months in advance of receiving the advisory service.

Beacon is financially stable. There is no financial condition that is likely to impair our ability to meet our contractual commitment to you or any other client.

Beacon has not been the subject of a bankruptcy petition.

Item 19 - Requirements for State Registered Advisers

This section is not applicable to Beacon Financial Advisors, Inc. since it is not state registered. Beacon Financial Advisors, Inc. is registered with the Securities and Exchange Commission.