

DISCLOSURE BROCHURE

THE INVESTMENT ADVISERS ACT OF 1940 RULE 203-1

Part 2A of Form ADV: Firm Brochure



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Wealth Design Consulting, LLC
REGISTERED INVESTMENT ADVISOR

Cover Page **ITEM 1**

505 South Third Street
Suite 200
Laramie, Wyoming 82070

Tel: 307.745.6257
Fax: 307.745.6120
Toll: 800.872.3654

cookd@cookandassociatespc.com

This Disclosure Brochure provides information about the qualifications and business practices of Wealth Design Consulting, LLC, which should be considered before becoming a client. You are welcome to contact us if you have any questions about the contents of this brochure - our contact information is listed to the right. Additional information about Wealth Design Consulting, LLC is also available on the SEC's website at www.adviserinfo.sec.gov.

The information contained in this Disclosure Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any State Securities Administrator. Furthermore, the term "registered investment advisor" is not intended to imply that Wealth Design Consulting, LLC has attained a certain level of skill or training.

BROCHURE
DATED

1
JANUARY
2015



MATERIAL CHANGES

ITEM 2

There have been no material changes made to this document since the last revision date indicated on the cover of this Disclosure Brochure.



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	Dennis C. Cook	



ADVISORY BUSINESS

Who We Are

Wealth Design Consulting, LLC (hereinafter referred to as the “Company” “we”, “us” and “our”), a registered investment advisor¹, organized as a Wyoming Limited Liability Company, has been offering advisory services since December 2006. Our focus is to create comprehensive long-term financial solution designed to assist you, our client², create the financial stability, security, and independence you desire now and into your retirement years.

Owners

The Company is controlled by the following person:

Name	Title	CRD#
Dennis C. Cook, Esq.	Managing Partner & Chief Executive Officer	4073366

Assets Under Management

We do not offer discretionary or non-discretionary portfolio management services. If you need asset management, we will recommend from a select group of independent third-party money managers (hereinafter referred to as “Portfolio Managers”) to manage your portfolio account. We refer to this service as **Portfolio Monitoring**³. As of January 1, 2015, the assets we have managed by these Portfolio Managers⁴ totaled: \$15,600,000.

Our Mission

Our mission is to be your trusted confidant for all your financial matters: investments, tax exposure/liability, and estate planning. Our success is simple - to set a straight financial path with realistic goals for you to achieve your monetary goals for today’s needs, tomorrow’s dreams, and a legacy for future generations.

What We Do

We offer financial solutions that stress fiscal responsibility and shrewd planning that is not always about the accumulation of assets, which we believe has little to do with real happiness, but what is best for your personal health and well-being.

Some of the best advice we could ever offer you is that success, achievement, and contentment in life have little to do with personal wealth but are instead related to lifestyle choices. These **lifestyle choices are your unique values, life goals, and plans**. Therefore the

¹ The term “registered investment advisor” is not intended to imply that Wealth Design Consulting, LLC has attained a certain level of skill or training. It is used strictly to reference the fact that we are “registered” as a licensed “investment advisor” with the United States Securities & Exchange Commission - and “Notice Filed” with such other State Regulatory Agencies that may have limited regulatory jurisdiction over our business practices.

² A client could be an individual and their family members, a family office, a foundation or endowment, a charitable organization, a corporation and/or small business, a trust, a guardianship, an estate, another fiduciary, a retirement plan, or any other type of entity to which we choose to give investment advice.

³ You can read more about our Portfolio Monitoring services below under “What We Do” and the cost of this service under “Portfolio Monitoring” in Item 5, “Fees & Compensation.”

⁴ We do not include assets managed by independent Portfolio Managers in our “Regulatory Assets Under Management” calculation in our Form ADV Part 1A, Item 5.F. since we do not manage the securities held in your account on a discretionary or non-discretionary basis. The Portfolio Manager managing your account is required to include your assets in their Discretionary Account totals since they do physically manage the securities.



economic solutions we develop, whether financial planning and/or investment management, reflect how **you** define true wealth, not us. Our services include:

- ❖ The construction of a financial plan to evaluate the investing and financial options available to you based upon your defined goals.
- ❖ The design of an asset allocation guideline unique to your predefined goals and objectives.
- ❖ Advice on how to best navigate the current economic and investment environment.
- ❖ Implementation of the investment and risk management strategies necessary to attain your financial goals.
- ❖ Monitoring the investment performance of such management strategies.

Earning your trust and confidence is a great compliment. We understand that when this is accomplished, you are at peace knowing your financial affairs are being managed with your best interest always in mind.

Services We Offer

Financial Planning

All our advice begins with a plan. Financial planning is one of the most important tools that successful people use to create an extraordinary personal life and business career. However it requires a lifetime commitment, not only from us, the Financial Planner, but from you as well.

What is a Financial Plan?

Financial planning is an evaluation of the investment and financial options available to you based upon your defined lifestyle choices. Planning includes: (i) attempting to make optimal decisions; (ii) projecting the consequences of these decisions for you in the form of a financial plan - **a working blueprint**; and, (iii) implementing the protocols to achieve the objectives of the plan. Once complete the financial plan, or working blueprint, becomes the plumb-line to compare a future financial performance to be sure you are achieving your economic goals and objectives.

Financial Planning Composition

A financial plan can be **comprehensive** - a mutually defined review of your personal financial needs; or, **targeted** - a review, analysis and evaluation of a core area of financial need. In general, our financial planning may encompass one or more of the following areas of financial need as communicated by you:

- ❖ **Personal** - Family records, budgeting, personal liability, estate information and financial goals.
- ❖ **Education** - Education IRAs, financial aid, and state savings plans including 529 plans, grants and general assistance in preparing to meet dependents' continuing education needs through development of an education plan.
- ❖ **Taxes and Cash Flow** - Understanding the impact of various investments on current and future income tax and estate tax liability.
- ❖ **Survivor and Beneficiary Planning** - Cash needs at death, income needs of surviving dependents, estate planning and income analysis.
- ❖ **Estate** - Reviewing estate planning documents, including wills and trusts, to determine if you should seek the assistance of an estate planning attorney (performed by an affiliated law practice, **Cook and Associates, PC** or by another law firm of your choice). Reviewing powers of attorney, nursing home and assisted living agreements, living trusts, and Medicare/Medicaid benefits.



- ❖ **Retirement** - Analysis of current strategies and investment plans to help achieve retirement goals.
- ❖ **Investments** - Analysis of investment alternatives including risk and return analysis and their effect on your investment portfolio(s). Assessment of your risk tolerance profile.
- ❖ **Insurance** - Review of existing policies to ensure proper coverage for life, health, disability, long-term care, liability, home and automobile.

Preparing the Financial Plan

In the development of your financial plan we will follow the Financial Planning Practice Standards process established by the Certified Financial Planner Board of Standards, Inc. Your financial plan will be prepared in four (4) phases. These phases are defined as follows:

Phase I - EVALUATE

Through the detailed assessment process, we learn about you and what you want to achieve. This is accomplished through personal interviews and profile questionnaires,⁵ which are designed to address all of the financial planning disciplines discussed above. You will have the opportunity to prioritize your objectives and to remove from the process any areas that are not applicable to your circumstances.

The time we invest in this detailed assessment process to listen and cater to your desires is critical for developing a strong financial planning foundation. Such time helps to:

- ❖ Define and narrow objectives and investment options;
- ❖ Stimulate creative thinking;
- ❖ Identify areas of greatest concern;
- ❖ Cultivate peace of mind;
- ❖ Create an accurate picture of your overall financial personality; and,
- ❖ Provide an effective and efficient way for us to address your unique financial needs and objectives.

After the interview process, we will prepare an agenda and conduct a meeting with you to begin formally documenting your goals and objectives. From this meeting, we will draft a report documenting the financial planning process disciplines that you wish to address, detailing the specific objectives under each discipline. Redrafting and meetings can be repeated until you are completely satisfied.

Depending upon the engagement, different levels of financial reporting will be undertaken. At a minimum a statement of financial position designed for financial planning use only will be prepared.

Phase II - INTEGRATE

We define the financial plan as a road map (a series of blueprints) designed to take you from where you currently are financially, to where you want to be financially at some future point. This is the **creative portion** of the process. There are usually many different ways to accomplish a given goal. The objective, however, is to integrate

⁵ The profile questionnaire we use is an important tool in gathering information about your investment methodology, risk tolerance, income/tax bracket, liquidity, time horizons, etc. If you elect not to answer the questionnaire or choose to respond with limited input, it is possible that we could operate in a handicapped capacity contrary to your investment needs. Therefore, if you desire the most effective and accurate recommendations regarding your managed account(s), you should make every effort to provide us with your detailed personal needs and objectives, along with detailed financial and tax information.



financial instruments into a plan that you will be comfortable executing. In some cases, the drafting of the plan reveals the need for us to help you reconcile the gap between your expectations and your financial realities. Once a viable plan has been drafted, it is presented to you and reviewed. The draft and review process may be repeated until you are satisfied with the financial plan.

Phase III - FORMULATE

A financial plan is of limited value if it is not put into action. Accordingly, we assist you with implementing⁶ and monitoring the plan. The implementation schedule provides you with a list of tasks and deadlines designed to ensure that **you put your plan into action**. The following are some examples of implementation:

- ❖ Drafting of appropriate estate documents (performed by an affiliated law practice, **Cook and Associates, PC** or by another estate planning attorney of your choice).
- ❖ Purchase of various insurance policies (provided by an independent insurance agent of your choice).
- ❖ Investment advisory services, including preparation of an Investment Policy Statement (“IPS”) and implementing your asset allocation strategy (performed by us, or another investment adviser/broker-dealer of your choice).
- ❖ Adopting and monitoring of a personal budget.
- ❖ Ongoing income tax planning (prepared by a Certified Public Accountant of your choice).

Phase IV - DELEGATE

Once the plan has been built and the recommendations have been implemented it is critical that these recommendations be monitored on a continuing basis to ensure that they remain consistent with your IPS. **This process requires periodic rebalancing of the portfolio to ensure your original objectives are maintained.** Continued monitoring of established personal budgets and the continued effects of taxation on the plan are assessed regularly at your option per the Annual Review.

You will find more information about our financial planning fees under “Financial Planning” below in Item 5, “Fees & Compensation”.

Portfolio Monitoring

We will not directly manage your assets. Rather, our portfolio management services focus on recommending independent third-party money managers (Portfolio Managers”) for you to choose whose investment disciplines most closely resemble your investment objectives as outlined in your IPS. Included in your IPS is:

- ❖ An asset allocation study illustrating the balancing of investment return and risk, emphasizing spreading risk among various asset classes and investment vehicles as a classic way to increase portfolio security; and,
- ❖ A recommended Portfolio Manager to implement your asset allocation strategy.

Under these arrangements, we are not involved in the day to day management of your portfolio assets. Our responsibility will be to continuously evaluate the performance of your

⁶ Implementing the recommendations made in a financial plan often requires consultation or coordination with one or more outside professionals (e.g. attorneys, CPAs, insurance agents, and securities representatives). All personal and private information received from you will be kept entirely confidential, not only by us, but by the outside professionals as well. Your confidential information will be disclosed to third parties only with your consent or as may be permitted or required by law.



portfolio to ensure the Portfolio Manager adheres to the standards of your IPS and will make recommendations to you regarding the Portfolio Manager as market factors and your personal goals dictate. More information about our “Portfolio Monitoring” services is available below under Item 5, “Fees & Compensation” and further description of our investment strategies is available under Item 8, “Methods of Analysis, Investment Strategies & Risk of Loss.”

FEES & COMPENSATION

ITEM 5

Financial Planning

How we charge to develop a financial plan depends on the size, complexity, and nature of your personal and financial situation and the amount of time it will take to analyze and summarize the plan and perform the services you desire.

Planning Fees

Comprehensive

Comprehensive financial planning services are offered on an **hourly rate of \$225 with a maximum fixed fee not to exceed \$20,000** for the initial engagement. Such fee will be fully disclosed up-front in a Financial Planning Agreement, which will include the cost⁷ to review your financial information and prepare the comprehensive financial plan. We maintain the option to:

1. Require full payment up-front;
2. Require one-half the fee be paid at the time the Agreement is signed, with the remaining balance due upon completion of the financial plan⁸; or,
3. Require one-half the fee be paid at the time the Agreement is signed, with the remaining balance billed monthly on a progress basis as the work is completed.

Targeted

If you desire only targeted planning - review, analysis and evaluation of a core area of financial need - the fee will be billed at our **rate of \$225 per hour**⁹. All fees will be completely itemized in a billing statement to you, or as otherwise predetermined in a proposal, engagement letter and/or by retainer.

Annual Review

It is important to note that any planning is kinetic (always in motion) and alive. A financial plan is a roadmap that is only as good as how well it reflects your current economic position to then guide you on a clear path to a future financial destination. However you can veer off course, intentionally or unintentionally, as circumstances in your life take you down another path. An annual financial plan review is designed to systematically address these unexpected diversions and continually keep you on the right road headed to your future financial destination.

⁷ Rarely will a fee exceed those costs outlined in the Agreement. However, there can be instances where we did not contract with you to perform a particular task and therefore merit notifying you of the additional cost prior to beginning such services.

⁸ The recommendations made in a financial plan are generally completed within 30 to 45 days from you signing the Agreement. However, implementing the plan using outside professionals (i.e., attorneys, CPAs, etc...) may require additional time that is out of our control. Therefore when we refer to the completion of the financial plan, we are referring to us (you and the Company) finalizing your financial benchmarks/objectives before approaching any outside professional.

⁹ For a Targeted Financial Plan, we require a minimum of four hours consultation to address any personal and financial needs you may have.



Annual Review

Once the initial financial planning services have been completed, we will establish a future “Annual Review.” The Annual Review dates, generally beginning after the first anniversary, will be to review and make adjustments, if necessary, to the financial plan. Together we will set the calendar dates for your future Annual Reviews; inasmuch, an Annual Review may consist of two or three visits during the calendar year.

Annual Review Fee

We reserve the option to waive our annual financial planning fee if we are currently monitoring your investment portfolio. If we do not monitor your investment portfolio and you want us to review your financial plan, we will notify you of the cost to perform the desired work before commencing. Such retainer fee **will generally not exceed half of the original coordinated planning fee you paid** (i.e., \$20,000 fixed fee based our rate of \$195 per hour). However, if you have experienced significant change in your life circumstances since the date of your previously prepared plan, the fee may be higher.

Termination

Comprehensive or Targeted Planning Termination

You can terminate the Financial Planning Agreement at any time prior to the presentation of any final planning documents. We will be compensated through the date of termination for time spent in design of such financial documents at the hourly rate agreed to in the Agreement. If you have prepaid any fees, such fees will be returned on a pro-rata basis. **After the financial plan has been completed and presented to you, termination of the Agreement is no longer an option.**

Annual Review Termination

Annual Review services can be terminated at any time. The Company will bill you for any services rendered from the date of the last bill up to the date of termination at the fee rate that was agreed to in the proposal, engagement letter and/or retainer agreement.

Portfolio Monitoring

Under the arrangements with the Portfolio Managers, we are not involved in the day to day management of your portfolio assets. **Our responsibility to the Portfolio Manager(s)** will be to ensure you meet their minimum qualifications. Once your account has been established we will perform all administrative and clerical duties as may be required to service your account. The Portfolio Manager(s) may have little or no direct contact with you.

Our responsibility to you will be to continuously evaluate the performance of your portfolio to ensure the Portfolio Manager adheres to the standards of your IPS and will make recommendations to you regarding the Portfolio Manager as market factors and your personal objectives and goals dictate.

Portfolio Managers Fee Structure

The Portfolio Managers who will be used to manage your account(s) will disclose their fees for management services in their Disclosure Brochures (the Portfolio Manager’s ADV Part 2A: Firm Brochure or Part 2A Appendix 1: Wrap Fee Program Brochure), **which we will provide you prior to, or at the same time as, opening an account.** The fees that will be charged to your account(s) will include:

1. The Portfolio Manager’s management fee;



2. Our Portfolio Monitoring fee (not to exceed 1.00%) that the Portfolio Manager **will pay us from the total management fee they collect**; and,
3. Trading commissions and/or account charges, depending on if the Portfolio Manager is “wrapping” all the fees, which may be imposed by the custodian or broker/dealer used to custody your account(s).

The Portfolio Manager’s Disclosure Brochure contains all pertinent disclosures relating to their management services, fee structure for such services, and their termination provisions - **you are encouraged to carefully review these disclosures.**

Portfolio Monitoring Protocols

You will want to consult the Portfolio Manager’s Disclosure Brochure for their policies on how they will handle your account; such as, billing, deposits and withdrawals, fee exclusions, termination, and any other unique advisory costs associated with their service since we **do not take discretion** over the management of your account and we **do not handle any of the billing**. We will discuss these arrangements with you when we go to open your account with a Portfolio Manager; however, **you are encouraged to read their terms for management on your own - don’t take our word for it!**

PERFORMANCE-BASED FEES & SIDE-BY-SIDE MANAGEMENT

ITEM 6

We do not charge fees based on a share of capital gains or the capital appreciation of the assets held in your accounts.

TYPES OF CLIENTS

ITEM 7

The types of clients we offer advisory services to are described above under “Who We Are” in Item 4, the “**Advisory Business**” section. We do not have a minimum portfolio account size, such requirements may be required by the Portfolio Manager managing your account. See “Portfolio Monitoring” above in Item 5, “**Fees & Compensation**” for information on how we will monitor your portfolio account.

METHODS OF ANALYSIS, INVESTMENT STRATEGIES & RISK OF LOSS

ITEM 8

Portfolio Monitoring - Methods of Analysis, Investment Strategies & Managing Risk

With the use of Portfolio Managers, focus of our selection and monitoring **is to balance investment return and risk, with the emphasis on spreading risk among asset classes**. The specific methods of analysis, investment strategies, and risk management will be handled at the discretion of the Portfolio Manager.

We will perform a due-diligence review of our current and prospective Portfolio Managers to evaluate:

- ❖ **Regulatory Oversight:** Show proper licensure as: (a) a bank/trust company, (b) an insurance company, (c) a registered investment company, or (d) a registered



investment advisor. In addition, a clear track record of compliance and understanding of their fiduciary duties.

- ❖ **Track Record:** The Portfolio Manager should have at least three years of history so that performance statistics can be properly calculated.
- ❖ **Stability:** The same management team should be in place for at least two years. This reflects team unity and balance.
- ❖ **Composition:** At least 80% of the Portfolio Manager's underlying securities investments should be consistent with the broad asset class.
- ❖ **Performance:** The Portfolio Manager's investment performance should show a competitive advantage relative to their peer group in both up and down markets. This reflects an investment knowledge and understanding of the inner-workings of the securities markets.

In monitoring the investment performance of Portfolio Managers, we will utilize the above criteria to trigger when we should more closely scrutinize a particular Manager for possible replacement.

DISCIPLINARY INFORMATION

ITEM 9

We have no legal or disciplinary events to report.

OTHER FINANCIAL INDUSTRY ACTIVITIES & AFFILIATIONS

ITEM 10

Law Firm Affiliation

Cook and Associates, P.C., Attorneys at Law

Mr. Dennis C. Cook, Esq., is not only the Managing Partner of Wealth Design Consulting, LLC, he is also the President and owner of the law firm of Cook and Associates, P.C. Mr. Cook devotes approximately 80% of his time to the legal services offered by his law practice.

Mr. Cook is a practicing attorney in the States of Wyoming and Colorado. As an attorney, focus of his practice is in the areas of personal planning law (i.e., estate, business, business succession, probate, retirement, and wealth planning). His activities as an attorney should not interfere with the advisory services we offer or present any inherent risks to you, our advisory client. However, if any conflicts of interest should arise, they will be fully disclosed to you prior to executing any transactions.

Per the American Bar Association Model Rules for Professional Conduct, as a client, or potential client, of ours, **you are hereby advised that none of the services we provide are considered legal services although they may be law related.** Furthermore since no legal services are offered through our advisory practice, any conversations or consultations with Mr. Cook through our advisory practice are **not considered to be an attorney-client relationship and therefore no attorney-client privileges exist.**

Potential Conflicts Working with Affiliated Entities

Referrals to and between Cook and Associates, P.C. and Wealth Design Consulting, LLC can create a potential conflict of interest to our fiduciary duty to be impartial with our advice and to keep your interests ahead of our own. As the owner and control person of both entities, Mr. Cook is able to influence you to use Cook and Associates for legal services, or



to use Wealth Design Consulting for investment activities. If you accept his recommendation, this will lead to increased personal revenues in the form of advisory/consulting fees, salary, and income/dividend returns. Therefore before accepting recommendations to engage either of these affiliated companies, you should consider other options to ensure that the service is comparable or equivalent to the service you might receive from another independent firm.

For further information on the potential conflicts and economic benefits, see Item 14, “Client Referrals & Other Compensation” of this Brochure.

CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS & PERSONAL TRADING

ITEM 11

Code of Ethics

As a fiduciary, we have an affirmative duty to render continuous, unbiased investment advice, and at all times act in your best interest. To maintain this ethical responsibility, we have adopted a Code of Ethics that establishes the fundamental principles of conduct and professionalism expected by all personnel in discharging their duties. This Code is a value-laden guide committing such persons to uphold the highest ethical standards, rooted in the most elementary maxim - to do right by others. Our Code of Ethics is designed to deter inappropriate behavior and heighten awareness as to what is right, fair, just and good by promoting:

- ❖ Honest and ethical conduct.
- ❖ Full, fair and accurate disclosure.
- ❖ Compliance with applicable rules and regulations.
- ❖ Reporting of any violation of the Code.
- ❖ Accountability.

To help you understand our ethical culture and standards, how we control sensitive information and what steps have been taken to prevent personnel from abusing their inside position, a copy of our Code of Ethics is available for review upon request.

Client Transactions

We have a fiduciary duty to ensure that your welfare is not subordinated to any interests of ours or any of our personnel. The following disclosures are internal guidelines we have adopted to assist us in protecting all of our clientele.

Participation or Interest

It is against our policies for any of our personnel to invest with you or with a group of clients, or to advise you or a group of clients to invest in a private business interest or other non-marketable investment unless prior approval has been granted by Mr. Dennis C. Cook, and such investment is not in violation of any SEC and/or State rules and regulations.



Class Action Policy

The Company, as a general policy, does not elect to participate in class action lawsuits on your behalf. Rather, such decisions shall remain with you or with an entity you designate. We may assist you in determining whether you should pursue a particular class action lawsuit by assisting with the development of an applicable cost-benefit analysis, for example. However, the final determination of whether to participate, and the completion and tracking of any such related documentation, shall generally rest with you.

BROKERAGE PRACTICES

ITEM 12

Selection of Portfolio Managers

We will make available a select group of Portfolio Managers from which you may choose to manage your account(s). We will assist you in determining which will provide the most effective financial growth based upon your stated investment objectives and risk tolerance level as outlined in your IPS. **The brokerage practices of the Portfolio Manager will be disclosed in their ADV Part 2A: Firm Brochure or Part 2A Appendix 1: Wrap Fee Program Brochure, which we will provide you prior to, or at the same time as, opening an account.**

While we have exercised our best efforts evaluating the investment performance and cost of service offered by these Portfolio Managers, we make no representation that the Portfolio Manager in which we refer you has the best investment performance or has the lowest portfolio management costs. In addition, your selection of such Portfolio Managers will be limited to those with whom we have entered into service agreements. Therefore, it is possible that you might be able to contract for similar services elsewhere or separately, with equivalent or better performance at lower cost.

REVIEW OF ACCOUNTS

ITEM 13

Portfolio Monitor Reviews

Mr. Dennis C. Cook will continuously monitor and evaluate the Portfolio Managers performance on a regular basis. We understand your goals and tolerance for risk may change over time; therefore, even though we are not involved in any way with the day-to-day management of your assets maintained with a Portfolio Manager(s), Mr. Cook will supervise your portfolio and will make recommendations to you regarding the Portfolio Manager(s) as market factors and your personal goals dictate.

Financial Planning Reviews

Mr. Dennis C. Cook will work closely with you to be sure the action points identified in the financial plan have been or are being properly executed. Once the action points have been completed, the financial plan should be reviewed at least annually. Material changes in your lifestyle choices, personal circumstances, the general economy, or tax law changes can trigger more frequent reviews. However, **it is your responsibility to communicate these changes to us** so that the appropriate adjustments can be made.



CLIENT REFERRALS & OTHER COMPENSATION

Referral Compensation

We may directly compensate persons/firms for client referrals, provided that those persons are qualified and have entered a solicitation agreement with us. Under such arrangements, if you were referred to us by a solicitor, the solicitor will provide complete information on our relationship and the compensation that solicitor will receive should you choose to open an account. In no case will the fee that you pay be higher than it would be if you had dealt directly with us. In addition, we will adhere to each State's rules and regulations where the Solicitor resides prior to entering into any solicitation agreement with that person/firm.

Financial Planning Compensation

You are cautioned to consider your options carefully when we suggest the need for outside consultations and professional services (e.g.: attorneys, CPAs, insurance, and securities representatives) to implement certain aspects of an estate or financial plan.

Even though we are fee-only and do not share in any fees earned by the outside professionals when implementing a financial plan, it does create an incentive on our part to refer your business to only those professionals that in turn refer potential clients to us (See "Law Firm Affiliations" above under Item 10, "Other Financial Industry Activities & Affiliations" for other disclosures relating to affiliated services.). This can eliminate the possibility for you to be referred to someone who may provide equivalent professional services, and possibly at a lower cost.

Therefore, to ensure you understand the relationship we have with any related persons and outside parties that they may refer your business, as well as the choices and risks you have in receiving investment and financial planning services, the following disclosures are provided:

- ❖ Investments involve risk and some investment decisions will result in losses. You understand that we cannot guarantee that your investment objectives will be achieved by working with us.
- ❖ You are under no obligation to have any related parties that we recommend prepare planning documents (i.e.; financial, estate, tax, etc...). You are free to choose those outside professionals to implement the recommendations made in the financial or estate plan.
- ❖ You understand that Mr. Cook, or any other attorney affiliated with the Company, does not offer legal advice through the Company and therefore any conversation or consultations with such attorneys or other relationships created through the Company are not considered to be an attorney-client relationship and no attorney-client privileges exist.
- ❖ Certain aspects of a financial plan require the assistance of a Registered Representative of a broker-dealer and/or licensed insurance agent of insurance company to execute the transaction. Regardless of who performs the transaction(s), such person will be entitled to earn a commission.
- ❖ The Company does not receive any economic benefit from referring you to another professional without first notifying you of such possibilities.

Notwithstanding such potential conflicts of interest, we strive to serve your best interest and ensure such disclosure is being properly made to you in compliance with the Investment Adviser Act of 1940, Rule 275.206.



CUSTODY

ITEM 15

We do not take possession of or maintain custody of your funds or securities, but will simply monitor the holdings maintained with the Portfolio Manager. The Portfolio Manager is authorized to deduct advisory fees directly from your account and **pay us our portion from the total management fee they collect**. Since the Portfolio Manager is authorized to deduct the advisory fee from your account, they are required to implement regulatory safeguards to protect your account. The Portfolio Manager's Disclosure Brochure contains all pertinent disclosures relating these safeguard requirements - **you are encouraged to carefully review these disclosures**.

INVESTMENT DISCRETION

ITEM 16

We do not have investment discretion of your portfolio management account. However we do continuously evaluate the performance of your portfolio to ensure the Portfolio Manager adheres to the standards of your IPS and will make recommendations to you regarding the Portfolio Manager as market factors and your personal objectives and goals dictate. The Portfolio Manager will require you to execute an Investment Advisory Agreement, which set forth their authority to buy and sell securities in whatever amounts are determined to be appropriate for your account at their discretion. You may, at anytime, impose restrictions, **in writing**, on their discretionary authority (i.e., limit the types/amounts of particular securities purchased for your account, exclude the ability to purchase securities with an inverse relationship to the market, limit our use of leverage, etc.).

VOTING CLIENT SECURITIES

ITEM 17

The Company does not vote client proxies. You understand and agree that you retain the right to vote all proxies, which are solicited for securities held in your managed accounts. Any proxy solicitations inadvertently received by us will be immediately forwarded to you for your evaluation and decision. However if you have specific questions regarding an action being solicited by the proxy that you do not understand or you want clarification, you may contact us and we will explain the particulars. Keep in mind we will not advise you in a direction to vote, that ultimate decision will be left to you.

FINANCIAL INFORMATION

ITEM 18

We are not required to include financial information in our Disclosure Brochure since we will not take physical custody of client funds or securities or bill client accounts six (6) months or more in advance for more than \$1,200.

We are not aware of any financial conditions that are likely to impair our ability to meet our contractual commitments to you.

END OF DISCLOSURE BROCHURE