

Align Wealth Management, LLC

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FORM ADV PART 2A BROCHURE

This brochure provides information about the qualifications and business practices of Align Wealth Management, LLC. If you have any questions about the contents of this brochure, please contact us at 405.607.4820. 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 Align Wealth Management, LLC is also available on the SEC's website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for Align Wealth Management, LLC is 131482.

Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

Item 2 Summary of Material Changes

Form ADV Part 2 requires registered investment advisers to amend their brochure when information becomes materially inaccurate. If there are any material changes to an adviser's disclosure brochure, the adviser is required to notify you and provide you with a description of the material changes. At the time we filed our most recent annual updating amendment on March 11, 2015, we had made no material changes from the filing of our previous annual update in 2014. Since then, however, we have made the following material changes to our Brochure:

We have amended Item 4 regarding our Wrap Fee Program. Additionally, we revised Item 4 to note that, in the event of your death, disability, or incompetency, your executor, guardian, attorney-in-fact or other authorized representative may authorize us to continue serving as investment adviser to you or your estate.

We amended Item 5 to state that, in certain limited, unique, circumstances, and solely at our discretion, we may agree to negotiate a fee. We also revised Item 5 to clarify that an administrative employee of our firm is licensed as a registered representative solely to service legacy variable annuities or other commissionable products. This service is made available only upon the client's specific request. You are under no obligation to utilize this service and Align does not receive any income from this particular business. We also added additional disclosures concerning IRA rollovers in Item 5.

We amended Item 7 to disclose our minimum account size requirements.

Finally, we revised Item 14 to note that we no longer have solicitor arrangements with any individual or entity.

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Item 4 Advisory Business

Align Wealth Management, LLC is a registered investment advisor headquartered in Oklahoma City, Oklahoma with an office in St. Petersburg, Florida. We are organized as a limited liability company under the laws of the State of Oklahoma. We have been providing investment advisory services since 1993. W. Brian Puckett, Managing Member and Chief Compliance Officer, is our principal owner. Our advisory representatives are Certified Financial Planners who can help you manage your investments, plan your retirement, reduce your taxes, minimize your risks, and leave a legacy to your loved ones.

As used in this brochure, the words "we", "our" and "us" refer to Align Wealth Management, LLC and the words "you", "your" and "client" refer to you as either a client or prospective client of our firm. Also, you may see the term Associated Person throughout this Brochure. As used in this Brochure, our Associated Persons are our firm's officers, employees, and all individuals providing investment advice on behalf of our firm.

The following paragraphs describe our services and fees. Please refer to the description of each investment advisory service listed below for information on how we tailor our advisory services to your individual needs.

Currently, we offer portfolio management services, financial planning, and pension consulting.

Portfolio Management Services

We offer discretionary portfolio management services. Our investment advice is tailored to meet our clients' needs and investment objectives. If you retain our firm for portfolio management services, we meet with you to determine your investment objectives, risk tolerance, and other relevant information at the beginning of our advisory relationship. We use the information we gather to develop a strategy that enables our firm to give you continuous and focused investment advice and/or to make investments on your behalf. As part of our portfolio management services, we customize an investment portfolio for you in accordance with your risk tolerance and investing objectives. Once we construct an investment portfolio for you, we monitor your portfolio's performance on an ongoing basis, and will rebalance your portfolio as required by changes in market conditions and in your financial circumstances.

As a client of our discretionary portfolio management services, we require you to grant our firm discretionary authority to manage your account. Discretionary authorization will allow our firm to determine the specific securities, and the amount of securities, to be purchased or sold for your account without your approval prior to each transaction, but will be done according to the agreed upon Investment Policy Statement. Discretionary authority is typically granted by the investment advisory agreement you sign with our firm, a power of attorney, or trading authorization forms. You may limit our discretionary authority (for example, limiting the types of securities that can be purchased for your account) by providing our firm with your restrictions and guidelines in writing.

Sub-Advisers

As part of our portfolio management services, we may use one or more sub-advisers to manage a portion of your account on a discretionary basis. The sub-adviser(s) may use one or more of their model portfolios to manage your account. We will regularly monitor the performance of your accounts managed by sub-adviser(s), and may hire and fire any sub-adviser without your prior approval. The sub-adviser we use will charge a fee in addition to our fee. However, you will not pay our firm a higher advisory fee as a result of any sub-advisory relationships.

Financial Planning Services

As part of our portfolio management service, we offer financial planning services at no additional charge. Financial planning typically involves providing a variety of advisory services to clients regarding the management of their financial resources based upon an analysis of their individual needs. These services can range from broad, comprehensive, financial planning to consultative or single subject planning such as retirement income planning. If you need financial planning services, we will meet with you to gather information about your financial circumstances and objectives. We may also use financial planning software to determine your current financial position and to define and quantify your long-term goals and objectives. Once we specify those long-term objectives (both financial and non-financial), we will develop shorter-term, targeted objectives. Once we review and analyze the information you provide to our firm and the data derived from our financial planning software, we will deliver a written plan to you, designed to help you achieve your stated financial goals and objectives.

Financial plans are based on your financial situation at the time we present the plan to you, and on the financial information you provide to us. You must promptly notify our firm if your financial situation, goals, objectives, or needs change.

You are under no obligation to act on our financial planning recommendations. Should you choose to act on any of our recommendations, you are not obligated to implement the financial plan through any of our other investment advisory services. Moreover, you may act on our recommendations by placing securities transactions with any brokerage firm.

Pension Consulting Services

We offer pension consulting services to employee benefit plans (such as 401(k) plans) and their fiduciaries based upon the needs of the plan and the services requested by the plan sponsor or named fiduciary. In general, these services may include an existing plan review and analysis, plan-level advice regarding fund selection and investment options, education services to plan participants, investment performance monitoring, and/or ongoing consulting. Depending on the agreement entered into with the plan fiduciary, we may act as a 3(38) fiduciary and make investment decisions on behalf of the plan, including providing access to our managed portfolios. Such services are considered discretionary in nature.

We may also assist with participant enrollment meetings and provide investment-related educational seminars to plan participants on such topics as:

- Diversification
- Asset allocation
- Risk tolerance
- Time horizon

Our educational seminars may include other investment-related topics specific to the particular plan.

We may also provide additional types of pension consulting services to plans on an individually negotiated basis. All services, whether discussed above or customized for the plan based upon requirements from the plan fiduciaries (which may include additional plan-level or participant-level services) shall be detailed in a written agreement and be consistent with the parameters set forth in the plan documents.

Use of Third Party Service Provider

Forum Financial Management, LLC. We have engaged Forum Financial Management, LLC ("Forum") as a third party service provider for the provision of back office services for the benefit of Clients' accounts. We pay Forum a fee for its services, which include, but are not limited to, account administration, technology, and trading. Clients are not charged any additional fees for Forum's services. We share relevant Client information with Forum. Forum maintains a privacy policy whereby Forum does not disclose non-public information obtained from us to any non-affiliated third parties, except as required to process transactions on Client's behalf.

Types of Investments

We primarily offer advice on institutional asset class funds and exchange traded funds ("ETFs").

Additionally, we may advise you on any type of investment that we deem appropriate based on your stated goals and objectives. We may also provide advice on any type of investment held in your portfolio at the inception of our advisory relationship.

You may request that we refrain from investing in particular securities or certain types of securities. You must provide these restrictions to our firm in writing.

Wrap Fee Program(s)

We offer a wrap fee program through TD Ameritrade, Inc. ("TD Ameritrade") and Charles Schwab & Co., Inc. ("Schwab"). A wrap fee program is a type of investment program that provides clients with portfolio management services and/or access to several money managers or mutual fund asset allocation models for a single fee that includes administrative fees, management fees, and transaction costs. If you participate in our wrap fee program, you will pay a single fee, which includes our portfolio management fees, certain transaction costs, and custodial and administrative costs. We will receive a portion of the wrap fee for our services. The overall cost you will incur if you participate in the wrap fee program may be higher or lower than you might incur by separately purchasing the types of securities available in the program.

Transactions for your account must be executed by TD Ameritrade or Schwab, securities broker-dealers and a members of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. To compare the cost of the wrap fee program with non-wrap fee portfolio management services, you should consider the frequency of trading activity associated with our investment strategies and the brokerage commissions charged by TD Ameritrade, Schwab, or other broker-dealers, and the advisory fees charged by investment advisers. Please refer to Form ADV Part 2A Appendix 1 for further information on this program. See also Item 7 below for the minimum account size requirements.

Right to Terminate and Request a Refund

Either party may terminate the Investment Advisory Agreement ("Agreement"), without penalty, at any time by giving written notice to the other party. If you decide to terminate the Agreement within one year after the effective date, you will receive a full refund of all management fees paid to Align Wealth Management, LLC. Termination is effective upon our actual receipt of written notice. In the event of your death, disability, or incompetency, your executor, guardian, attorney-in-fact or other authorized representative may authorize us to continue serving as investment adviser to you or your estate. Upon termination (after the initial year), our management fees will be pro-rated through the date of termination and you will authorize us to deduct same from your Account. Termination will not preclude the consummation of any transaction initiated prior to our actual receipt of written termination. Upon termination, all parties are relieved of all obligations and we will have no duty to take any action with regard to your Account.

Assets Under Management

As of March 8, 2015, we provide continuous management services for \$208,500,000 in client assets on a discretionary basis, and \$3,900,000 in client assets on a non-discretionary basis.

Item 5 Fees and Compensation

Portfolio Management Services

Our fees are billed on a quarterly basis in arrears and are calculated on the total portfolio value of the assets under management. Fees are calculated in accordance with the following tiered schedule:

Combined Account Size	Annual Fee
\$500,000 - \$1,000,000	1.00%
Next \$2,000,000	0.90%
Next \$2,000,000	0.75%
Next \$5,000,000	0.60%
Over \$10,000,000	0.40%

Households under \$500,000 may be accepted on a case by case basis and Align's annual fee in such cases is 1.20%.

Please refer to the "Advisory Business" section in this Brochure for additional information on our advisory fees, fee deduction arrangements, and refund policy according to each service we offer.

In certain limited, unique, circumstances, and solely at our discretion, we may agree to negotiate a fee.

Pension Consulting Services

Our fees are billed on a quarterly basis in arrears and are calculated on the plan size in accordance with the following tiered schedule:

Plan Size	Annual Fee
First \$1,000,000	0.60%
Next \$2,000,000	0.50%
Next \$2,000,000	0.45%
Next \$5,000,000	0.40%
Over \$10,000,000	0.30%

The recommended plan minimum is \$500,000. If a plan is less than \$500,000 at the end of a calendar quarter, the Advisor management fee for that quarter will be \$750. A plan sponsor may elect to subsidize any part of our advisory management fee.

Our advisor management fee is not included in the expense ratio of the plan mutual funds. We do not receive commissions from any party other than the plan participants and/or the plan sponsor.

Where we utilize a sub-adviser, fees charged by such sub-adviser are separate and apart from our fee. We do not share in the fee charged by the sub-adviser nor does the sub-adviser share any portion of our fee. The total fees you pay when we use a sub-adviser will not be any more than you would pay if we did not use the sub-adviser. The specific amounts to be charged will be set forth in your advisory contract.

Additional Fees and Expenses

As part of our investment advisory services to you, we may invest, or recommend that you invest, in mutual funds and exchange traded funds. The fees that you pay to our firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. We do not receive any compensation from mutual funds or exchange traded funds. You may also incur transaction charges and/or brokerage fees when purchasing or selling securities. These charges and fees are typically imposed by the broker-dealer or custodian through whom your account transactions are executed. **We do not share in any portion of the brokerage fees/transaction charges imposed by the broker-dealer or custodian .** We pay very close attention to the total cost of our investments and can provide that information upon request. For information on our brokerage practices, please refer to the "Brokerage Practices" section of this Disclosure Brochure.

Legacy Variable Annuities and Other Commissionable Investment Products

In order to service legacy variable annuities and/or other legacy commissionable products, an administrative employee of our firm is licensed as a registered representative with Purshe Kaplan Sterling, a securities broker-dealer, and a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. In her capacity as a registered representative, this person is entitled to receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products. In such cases, the compensation earned by this person in her capacity as a registered representative would be separate and in addition to our advisory fees. This employee could, therefore, have an incentive to effect securities transactions for the purpose of generating commissions rather than solely based upon the client's needs and this could present a conflict of interest. Consequently, we do not permit such person to offer or effect securities transactions as a registered representative of a broker-dealer. It is our policy that we permit such person to retain her registered representative status solely to service any variable annuity contracts or other commissionable products, that clients may own when they open an account with us and which they do not want to leave with their prior broker-dealer or custodian. Clients are under no obligation, contractually or otherwise, to do so and may leave such securities products with any broker-dealer or custodian of their choosing. Align Wealth Management does not receive any income from this particular business and this service is made available only upon the client's specific request.

IRA Rollover Considerations

As part of our investment advisory services to you, we may recommend that you withdraw the assets from your employer's retirement plan and roll the assets over to an individual retirement account ("IRA") that we will manage on your behalf. If you elect to roll the assets to an IRA that is subject to our management, we will charge you an asset based fee as set forth in the agreement you executed with our firm. This practice presents a conflict of interest because persons providing investment advice on our behalf have an incentive to recommend a rollover to you for the purpose of generating fee based compensation rather than solely based on your needs. You are under no obligation, contractually or otherwise, to complete the rollover. Moreover, if you do complete the rollover, you are under no obligation to have the assets in an IRA managed by our firm.

Many employers permit former employees to keep their retirement assets in their company plan. Also, current employees can sometimes move assets out of their company plan before they retire or change jobs. In determining whether to complete the rollover to an IRA, and to the extent the following options are available, you should consider the costs and benefits of:

An employee will typically have four options:

1. Leaving the funds in your employer's (former employer's) plan.
2. Moving the funds to a new employer's retirement plan.
3. Cashing out and taking a taxable distribution from the plan.
4. Rolling the funds into an IRA rollover account.

Each of these options has advantages and disadvantages and before making a change we encourage you to speak with your CPA and/or tax attorney.

If you are considering rolling over your retirement funds to an IRA for us to manage here are a few points to consider before you do so:

1. Determine whether the investment options in your employer's retirement plan address your needs or whether you might want to consider other types of investments.
 - a. Employer retirement plans generally have a more limited investment menu than IRAs.
 - b. Employer retirement plans may have unique investment options not available to the public such as employer securities, or previously closed funds.
2. Your current plan may have lower fees than our fees.
 - a. If you are interested in investing only in mutual funds, you should understand the cost structure of the share classes available in your employer's retirement plan and how the costs of those share classes compare with those available in an IRA.
 - b. You should understand the various products and services you might take advantage of at an IRA provider and the potential costs of those products and services.
3. Our strategy may have higher risk than the option(s) provided to you in your plan.
4. Your current plan may also offer financial advice.
5. If you keep your assets titled in a 401k or retirement account, you could potentially delay your required minimum distribution beyond age 70.5.
6. Your 401k may offer more liability protection than a rollover IRA; each state may vary.
 - a. Generally, federal law protects assets in qualified plans from creditors. Since 2005, IRA assets have been generally protected from creditors in bankruptcies. However, there can be some exceptions to the general rules so you should consult with an attorney if you are concerned about protecting your retirement plan assets from creditors.
7. You may be able to take out a loan on your 401k, but not from an IRA.
8. IRA assets can be accessed any time; however, distributions are subject to ordinary income tax and may also be subject to a 10% early distribution penalty unless they qualify for an exception such as disability, higher education expenses or the purchase of a home.
9. If you own company stock in your plan, you may be able to liquidate those shares at a lower capital gains tax rate.
10. Your plan may allow you to hire us as the manager and keep the assets titled in the plan name.

It is important that you understand the differences between these types of accounts and to decide whether a rollover is best for you. Prior to proceeding, if you have questions contact your investment adviser representative, or call our main number as listed on the cover page of this brochure.

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

We do not accept performance-based fees or participate in side-by-side management. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees.

Performance-based fees are fees that are based on a share of capital gains or capital appreciation of a client's account. Our fees are calculated as described in the *Advisory Business* section above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds in your advisory account.

Item 7 Types of Clients

We offer investment advisory services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations, 401(k) plans and other business entities.

In general, we require a minimum account size of \$2,000,000 for our Wrap Fee Program. We may, in our sole discretion, waive the minimum account size for certain legacy clients in the Wrap Fee Program. Additionally, we generally require a minimum account size of \$500,000 for our standard Portfolio Management service. At our discretion, we may waive or lower this minimum account size. We may also combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts to meet the stated minimum.

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

Our investment strategies and advice may vary depending upon each client's specific financial situation. As such, we determine investments and allocations based upon your predefined objectives, risk tolerance, time horizon, financial horizon, financial information, liquidity needs, and other various suitability factors. Your restrictions and guidelines may affect the composition of your portfolio.

We may use one or more of the following methods of analysis when formulating investment advice:

- Fundamental Analysis - involves analyzing asset classes and/or individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company's industry. The resulting data is used to measure the true value of the company's stock compared to the current market value.
- Modern Portfolio Theory (MPT) is a theory of investment which attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, by carefully diversifying the proportions of various assets.

Associated Risks

Fundamental Analysis - The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.

We generally utilize investment strategies involving long term purchases with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than three years.

Tax Considerations

For taxable accounts, we take a number of steps to maximize after-tax returns. During our investment screening process, we assess the tax efficiency of each potential holding. Our objective is to identify investments that will deliver solid after-tax returns. We consider carefully whether it makes sense to continue to hold investments that we might otherwise sell once they have built up large capital gains. Using our portfolio trading software, we assess the opportunity cost of holding an existing position with a significant unrealized gain vs. selling and generating capital gain taxes. We review a variety of scenarios before making a final sell decision. When the markets are volatile on the downside, we look for opportunities to harvest capital losses by selling investments, or specific tax lots, that have unrealized losses that could be used to offset gains on a client's tax return.

If we are planning on selling an investment position with a gain, we will first consider the holding period and if we are close to creating a long-term capital gain, (after a one year holding period), then we may consider holding the position for a few more days or weeks in order to allow the client to take advantage of lower tax rates on long-term capital gains. For our taxable accounts that include fixed income, municipal tax-free bonds are often used in lieu of taxable bonds.

Moreover, as a result of revised IRS regulations, custodians and broker-dealers will begin reporting the cost basis of equities acquired in client accounts on or after January 1, 2011. Our firm will instruct the custodian to use the highest cost tax basis accounting method for calculating and reporting the cost basis of your investments, although other methods may be used on a transaction by transaction basis. Any such method would be discussed with you prior to executing the transaction.

Please note that decisions about cost basis accounting methods will need to be made before trades settle, as the cost basis method cannot be changed after settlement.

Risk of Loss

Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

Recommendation of Particular Types of Securities

As disclosed under the "Advisory Business" section in this Brochure, we primarily recommend institutional *asset class funds* and *exchange traded funds ("ETFs")*. Further, we utilize only pure no load funds and ETFs with no 12b-1 fees and no surrender fees. Each type of security has its own unique set of risks associated with it and it would not be possible to list here all of the specific risks of every type of investment. Even within the same type of investment, risks can vary widely.

Mutual funds are professionally managed collective investment companies that pool money from many investors and invest in stocks, bonds, short-term money market instruments, other mutual or exchange traded funds, other securities or any combination thereof. The fund will have a manager that trades the fund's investments in accordance with the fund's investment objective. While mutual funds generally provide diversification, risks can be significantly increased if the fund is concentrated in a particular sector of the market, primarily invests in small cap or speculative companies, uses leverage (i.e., borrows money) to a significant degree, or concentrates in a particular type of security (i.e., equities) rather than balancing the fund with different types of securities. Other fund risks include foreign securities and currency risk, emerging markets risk, small-cap, mid-cap and large-cap risk, trading risk, and turnover risk that can increase fund expenses and may decrease fund performance. Brokerage and transactions costs incurred by the fund will reduce returns.

An ETF is an investment fund traded on stock exchanges, much like stocks or equities. An ETF holds assets such as stocks, commodities, or bonds and trades at approximately the same price as the net asset value of its underlying assets over the course of the trading day. Many ETFs track an index, such as the S&P 500. However, some ETFs are fully transparent actively managed funds. Market risk is, perhaps, the most significant risk associated with ETFs. This risk is defined by the day to day fluctuations associated with any exchange traded security, where fluctuations occur in part based on the perception of investors.

Item 9 Disciplinary Information

Align Wealth Management, LLC has been registered and providing investment advisory services since 1993. Neither our firm, nor any of our management persons have any material legal or disciplinary events to disclose.

Item 10 Other Financial Industry Activities and Affiliations

W. Brian Puckett, Managing Member/CCO is a Certified Public Accountant ("CPA"). Mr. Puckett is also an attorney but does not provide legal services to clients at this time. Mr. Puckett spends 100% of his professional time on behalf of Align Wealth Management, LLC.

Item 11 Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

Description of Our Code of Ethics

We strive to comply with applicable laws and regulations governing our practices. Therefore, our Code of Ethics includes guidelines for professional standards of conduct for our Associated Persons. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with you. All of our Associated Persons are expected to adhere strictly to these guidelines. Our Code of Ethics also requires that certain persons associated with our firm submit reports of their personal account holdings and transactions to a qualified representative of our firm who will review these reports on a periodic basis. Persons associated with our firm are also

required to report any violations of our Code of Ethics. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about you or your account holdings by persons associated with our firm.

Our Code of Ethics is available to you upon request. You may obtain a copy of our Code of Ethics by contacting us at the telephone number displayed on the cover page of this brochure.

Participation or Interest in Client Transactions

Neither our firm nor any of our Associated Persons has any material financial interest in client transactions beyond the provision of investment advisory services as disclosed in this Brochure. However, as noted below we may invest in the same investments as our clients.

Personal Trading Practices

Our firm or persons associated with our firm may buy or sell the same securities that we recommend to you or securities in which you are already invested. A conflict of interest exists in such cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To eliminate this conflict of interest, it is our policy that neither our Associated Persons nor we shall have priority over your account in the purchase or sale of securities.

Item 12 Brokerage Practices

We endeavor to select brokers or dealers that provide quality services at reasonable commission rates and fees. We believe that recommended broker-dealers provide quality execution services for our clients at competitive prices. Price is not the sole factor we consider in evaluating best execution. We also consider the quality of the brokerage services provided by recommended broker-dealers including the value of research provided, the firm's reputation and financial stability, execution capabilities, commission rates, and responsiveness to our clients and our firm.

We typically recommend that you establish brokerage accounts with TD Ameritrade Institutional, a division of TD Ameritrade, Inc., member FINRA/SIPC (hereinafter "TD Ameritrade") or Charles Schwab & Co., Inc., member FINRA/SIPC (hereinafter "Schwab"), among others, to maintain custody of the client's assets and to effect trades for your accounts.

We participate in the TD Ameritrade Institutional program. TD Ameritrade Institutional is a division of TD Ameritrade, Inc. ("TD Ameritrade") member FINRA/SIPC/NFA. TD Ameritrade is an independent and unaffiliated SEC-registered broker-dealer. TD Ameritrade offers to independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions. We receive some benefits from TD Ameritrade through our participation in the program.

We participate in TD Ameritrade's institutional customer program and we may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between our participation in the program and the investment advice we give to our Clients, although we receive economic benefits through our participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving our participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to us by third party vendors. TD Ameritrade may also have

paid for business consulting and professional services received by our related persons. Some of the products and services made available by TD Ameritrade through the program may benefit us but may not benefit our Client accounts. These products or services may assist us in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help us manage and further develop our business enterprise. The benefits received by us or our personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of our fiduciary duties to clients, we endeavor at all times to put the interests of our clients first. Clients should be aware, however, that the receipt of economic benefits by us or our related persons in and of itself creates a potential conflict of interest and may indirectly influence the our choice of TD Ameritrade for custody and brokerage services.

We may also recommend that clients establish brokerage accounts with the Schwab Advisor Services division of Charles Schwab & Co., Inc. (Schwab), a registered broker-dealer, member SIPC, to maintain custody of clients' assets and to effect trades for their accounts. The final decision to custody assets with Schwab is at your discretion, including those accounts under ERISA or IRA rules and regulations, in which case you are acting as either the plan sponsor or IRA accountholder. We are independently owned and operated and not affiliated with Schwab. Schwab provides us with access to its institutional trading and custody services, which are typically not available to Schwab retail investors. These services generally are available to independent investment advisors on an unsolicited basis, at no charge to them so long as a total of at least \$10 million of the advisor's clients' assets are maintained in accounts at Schwab Advisor Services. Schwab's services include brokerage services that are related to the execution of securities transactions, custody, research, including that in the form of advice, analyses and reports, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.

For client accounts maintained in its custody, Schwab generally does not charge separately for custody services but is compensated by account holders through commissions or other transaction-related or asset-based fees for securities trades that are executed through Schwab or that settle into Schwab accounts.

Schwab also makes available to us other products and services that benefit us but may not benefit our clients' accounts. These benefits may include national, regional or advisor specific educational events organized and/or sponsored by Schwab Advisor Services. Other potential benefits may include occasional business entertainment of personnel of ours by Schwab Advisor Services personnel, including meals, invitations to sporting events, including golf tournaments, and other forms of entertainment, some of which may accompany educational opportunities. Other of these products and services assist us in managing and administering clients' accounts. These include software and other technology (and related technological training) that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts), provide research, pricing information and other market data, facilitate payment of our fees from clients' accounts, and assist with back-office training and support functions, recordkeeping and client reporting. Many of these services generally may be used to service all or some substantial number of our accounts, including accounts not maintained at Schwab Advisor Services. Schwab Advisor Services also makes available to us other services intended to help us manage and further develop our business enterprise. These services may include professional compliance, legal and business consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance, employee benefits providers, human capital consultants, insurance and marketing. In addition, Schwab may make available, arrange and/or pay vendors for these types of services rendered to us by independent third parties. Schwab Advisor Services may discount or waive fees it would otherwise charge for some of these services or

pay all or a part of the fees of a third-party providing these services to us. While, as a fiduciary, we endeavor to act in our clients' best interests, our recommendation that clients maintain their assets in accounts at Schwab may be based in part on the benefit to us of the availability of some of the foregoing products and services and other arrangements and not solely on the nature, cost or quality of custody and brokerage services provided by Schwab, which may create a potential conflict of interest.

Brokerage for Client Referrals

We do not receive client referrals from broker-dealers in exchange for cash or other compensation, such as brokerage services or research.

Block Trades

We typically combine multiple orders for shares of the same securities purchased for advisory accounts we manage (this practice is commonly referred to as "block trading"). We will then distribute a portion of the shares to participating accounts in a fair and equitable manner. The distribution of the shares purchased is typically proportionate to the size of the account; however, smaller clients may bear higher charges if they fail to meet the minimum account sizes set by the broker. This practice is not based on account performance or the amount or structure of management fees. Subject to our discretion regarding factual and market conditions, when we combine orders, each participating account pays an average price per share for all transactions and pays a proportionate share of all transaction costs. Accounts owned by our firm or persons associated with our firm may participate in block trading with your accounts; however, they will not be given preferential treatment.

Item 13 Review of Accounts

W. Brian Puckett, Managing Member/CCO and Dennis Packard, Member/IAR, will conduct a weekly investment policy meeting. They will monitor your accounts and holdings on a daily basis. We typically recommend formal in-person meetings 2 - 4 times per year with our clients who live in the Oklahoma City and Tampa Bay areas, based upon each client's preference. For our clients who live outside of these areas, we suggest regular updates via email, phone, web-conferencing and in-person meetings as appropriate. Additional reviews may be conducted based on various circumstances, including, but not limited to:

- contributions and withdrawals,
- year-end tax planning,
- changes in your goals,
- security specific events, and/or,
- changes in your risk/return objectives.

We will send you a detailed performance report each quarter that compares your portfolio's performance to a series of relevant benchmarks. You will also receive trade confirmations and monthly or quarterly statements from your account custodian(s).

Item 14 Client Referrals and Other Compensation

We had, in the past, solicitor relationships with TD Ameritrade and one individual. We do not have an active relationship with any solicitor at this time although some solicitors that provided such service in the past are still being compensated for client referrals. If you were referred to our firm by a Solicitor, you should have received a copy of this Disclosure Brochure along with the Solicitor's disclosure statement at the time of the referral. The Solicitor that referred you to our firm will receive a percentage of the advisory fee you pay our firm for as long as you are a client with our firm, or until such time as our agreement with the Solicitor expires.

You will not pay additional or higher fees because of this referral arrangement. Referral fees paid to a Solicitor are contingent upon your entering into an advisory agreement with our firm. Therefore, a Solicitor has a financial incentive to recommend our firm to you for advisory services.

We do not receive any economic benefit, compensation or kickback from a non-client in connection with providing investment advice or other advisory services to you.

Item 15 Custody

Provided we receive your written authorization, we will instruct your custodian to directly debit your account(s) for the payment of our advisory fees. This ability to deduct our advisory fees from your accounts causes our firm to exercise limited custody over your funds or securities. We do not have physical custody of any of your funds and/or securities.

Your funds and securities will be held with a bank, broker-dealer, or other qualified custodian. You will receive account statements from the qualified custodian(s) holding your funds and securities at least quarterly. The account statements from your custodian(s) will indicate the amount of our advisory fees deducted from your account(s) each billing period. You should carefully review account statements for accuracy. We will also provide statements to you reflecting the amount of advisory fee deducted from your account. If you have a question regarding your account statement or if you did not receive a statement from your custodian, please contact us at (405) 607-4820.

Item 16 Investment Discretion

All accounts are handled on a discretionary basis pursuant to an investment policy statement defining your goals and objectives, including asset allocation parameters. You may grant our firm discretion over the selection and amount of securities to be purchased or sold for your account(s) without obtaining your consent or approval prior to each transaction. Before we can buy or sell securities on your behalf, you must first sign our discretionary management agreement, a power of attorney, and/or trading authorization forms.

You may specify investment objectives, guidelines, and/or impose certain conditions or investment parameters for your account(s). For example, you may specify that the investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio and/or restrictions or prohibitions of transactions in the securities of a specific industry or security. Please refer to the "Advisory Business" section in this brochure for more information on our discretionary management services.

Item 17 Voting Client Securities

We will not vote proxies on behalf of your advisory accounts. At your request, we may offer you advice regarding corporate actions and the exercise of your proxy voting rights. If you own shares of common stock or mutual funds, you are responsible for exercising your right to vote as a shareholder.

In most cases, you will receive proxy materials directly from the account custodian. However, in the event we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward any electronic solicitation to vote proxies.

Item 18 Financial Information

Our firm does not have any financial conditions or impairments that would prevent us from meeting our contractual commitments to you. We **do not** take physical custody of client funds or securities, or serve as trustee or signatory for client accounts, and we do not require the prepayment of fees. Therefore, we are not required to include a financial statement with this brochure.

Item 19 Requirements for State Registered Investment Advisers

We are a federally registered investment adviser; therefore, we are not required to respond to this item.

Item 20 Additional Information

Your Privacy

We view protecting your private information as a top priority. Pursuant to applicable privacy requirements, we have instituted policies and procedures to ensure that we keep your personal information private and secure.

We do not disclose any nonpublic personal information about you to any nonaffiliated third parties, except as permitted by law. In the course of servicing your account, we may share some information with our service providers, such as transfer agents, custodians, broker-dealers, accountants, consultants, and attorneys.

We restrict internal access to nonpublic personal information about you to employees, who need that information in order to provide products or services to you. We maintain physical and procedural safeguards that comply with regulatory standards to guard your nonpublic personal information and to ensure our integrity and confidentiality. We will not sell information about you or your accounts to anyone. We do not share your information unless it is required to process a transaction, at your request, or required by law.

You will receive a copy of our privacy notice prior to or at the time you sign an advisory agreement with our firm. Thereafter, we will deliver a copy of the current privacy policy notice to you on an annual basis. Please contact us at (405) 607-4820 if you have any questions regarding this policy.

Trade Errors

In the event a trading error occurs in your account, our policy is to restore your account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account. If a trade error results in a profit, you will keep the profit.

Class Action Lawsuits

We do not determine if securities held by you are the subject of a class action lawsuit or whether you are eligible to participate in class action settlements or litigation nor do we initiate or participate in litigation to recover damages on your behalf for injuries as a result of actions, misconduct, or negligence by issuers of securities held by you.