

Firm Brochure

(Part 2A of Form ADV)

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This brochure provides information about the qualifications and business practices of First Capital Consulting, Inc. ("FCC"). If you have any questions about the contents of this brochure, please contact us at: (516) 487-8220, or by email at: dhs@fcequities.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 FCC is available on the SEC's website at www.adviserinfo.sec.gov

References herein to FCC as a "registered investment adviser" or any reference to being "registered" does not imply a certain level of skill or training.

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Item 2. Material Changes

Annual Update

The Material Changes section of this brochure will be updated annually when material changes occur since the previous release of the Firm Brochure.

Material Changes since the Last Update

The U.S. Securities and Exchange Commission issued a final rule in July 2010 requiring advisers to provide a Firm Brochure in narrative “plain English” format. The new final rule specifies mandatory sections and organization.

Full Brochure Available

Whenever you would like to receive a complete copy of our Firm Brochure, please contact us by telephone at: (516) 487-8220 or by email at: dhs@fcequities.com.

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Item 4A. Advisory Business

Firm Description

First Capital Consulting, Inc. ("FCC") is incorporated in the state of New York. FCC became registered as an Investment Adviser Firm in 1984. FCC is wholly owned by FCE Group, Inc., which is jointly owned by David Schwartz, CFP and Fred Sloan, with David maintaining a majority interest.

FCC is a Registered Investment Adviser under the Investment Advisers Act of 1940 and provides discretionary portfolio investment management of individuals and small businesses involving a broad range of financial instruments, including but not limited to: individual debt and equity securities, certificates of deposit, bonds, option contracts, mutual funds; investment subdivisions which comprise a variable annuity/life product; exchange traded funds ("ETFs"); and/or independent investment manager(s) and/or program(s). FCC's advisory process is based on more than thirty (30) years of investment research and implementation conducted by the firm's president, David Schwartz.

In addition, the firm manages three Investment Partnerships, Excelsior Investment Fund, L.P., Excelsior Qualified, L.P. and Excelsior Discovery L.P.'s (the "Investment Partnerships") of which the general partners are Excelsior Management, LLC. or Excelsior Discovery Management, LLC. David H. Schwartz and Fred Sloan are the co-members of the General Partner. The general partner has sole and complete authority to manage the Investment Partnerships' operations and activities.

FCC may also recommend that certain clients authorize, for a portion of their assets, the use of certain independent investment manager[s] and/or investment programs (the "Independent Manager[s]"), based upon the investment objectives of the client. The terms and conditions under which the client shall engage the Independent Manager[s] shall be set forth in separate written agreements between the client and FCC as well as the client and the designated Independent Manager[s].

Item 4B. Types of Advisory Services

FCC provides day-to-day portfolio management services for individuals and/or small businesses, pooled investment vehicles and charitable organizations. FCC has developed a portfolio modeling process with three basic parameters: 1) Client investment objectives are identified, as well as the depth of client investment resources and their view of acceptable risk/reward assumptions, 2) Client investment strategy utilizes long-term planning techniques, such as dollar cost averaging and sophisticated asset allocation models, and 3) Client assets are appropriately diversified across a wide range of investment categories. These investment categories are managed on a discretionary basis exclusively and may

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include: equities (stocks), warrants, index funds, corporate debt securities, commercial paper, certificates of deposit, municipal bond securities, investment company securities (variable life insurance, variable annuities, and mutual funds shares), U.S. government securities, options contracts, futures contracts, and interests in Investment Partnerships.

FCC may allocate investment management assets of its client accounts among various investments on a discretionary or non-discretionary basis, in accordance with the investment objective of the client. The terms and conditions under which the client shall engage FCC is set forth in separate written agreements between the client and FCC. FCC maintains ongoing responsibility to select or make recommendations, based upon the needs of the client, as to the specific securities or other investments the account may purchase or sell.

A portion of a client's assets may be invested in the Investment Partnerships. The General Partner, with the assistance of one or more investment advisors, will research, identify, interview, evaluate, select and monitor the individual investment managers (the "Designated Managers") selected by the General Partner. The General Partner manages the Investment Partnership's overall investment position, including on-going evaluation of the Designated Managers, and the General Partner makes periodic changes in the allocation of funds to existing and new Designated Managers as it deems appropriate.

Excelsior Management LLC and Excelsior Discovery Management, LLC (the "General Partner's") believe that the Investment Partnership's investment objective can be achieved with diversified asset management utilizing a number of independent Designated Managers that employ Equity, Event Driven, Global Macro, Relative Value and other investment strategies (See "Strategies Employed" below). These Designated Managers, either through a directly managed account or their own pooled investment vehicle in which the Investment Partnership is a participant, employ varying investment styles and strategies.

Accordingly, each limited partnership is disclosed on FCC's Form ADV, Part I, Section 7.B. of Schedule D.

The Investment Partnerships are as follows:

The Excelsior Investment Fund L.P. and Excelsior Qualified L.P. a Delaware limited partnership and New York limited Partnership, respectively, are investment partnerships that pool their Limited Partners' capital in order to have such funds managed by a number of Designated Managers.

The Investment Partnerships' investment objectives are to seek above average rates of return, on a semi-annual basis in excess of one-half (0.5) of the average of the six (6) month United States Treasury Bill rates at the beginning and end of each semi-

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annual period plus one-half percent (0.5%), with limited exposure to market risk. However, no assurance can be given that the Investment Partnership's investment objective will be achieved and investment results may vary substantially on a monthly, quarterly, annual and/or other periodic basis.

Excelsior Discovery, L.P., a New York limited partnership is an investment partnership that pools its Limited Partners' capital contributions in order to have such funds managed by a number of independent Designated Managers.

Excelsior Discovery's investment objective is to achieve a return better than the stock market while taking less risk in general than the stock market. However, no assurance can be given that the Investment Partnership's investment objective will be achieved and investment results may vary substantially on a monthly, quarterly, annual and/or other periodic basis.

Investment Partnerships Strategies Employed

Equity: Equity strategies maintain positions both long and short in primarily equity and equity derivative securities. A wide variety of investment processes can be employed to arrive at an investment decision, including both quantitative and fundamental techniques; strategies can be broadly diversified or narrowly focused on specific sectors and can range broadly in terms of levels of net exposure, leverage employed, holding period, concentrations of market capitalizations and valuation ranges of typical portfolios. Equity managers would typically maintain at least 50% exposure to, and may in some cases be entirely invested in, equities - both long and short. Sub strategies in Equity includes, but not limited to: Global/International, Natural Resources, Commodity, Technology, Telecom, Multi Strategy and USA only.

Event Driven: Designated Managers who maintain positions in companies currently or prospectively involved in corporate transactions of a wide variety including but not limited to mergers, restructurings, financial distress, tender offers, shareholder buybacks, debt exchanges, security issuance or other capital structure adjustments. Security types can range from most senior in the capital structure to most junior or subordinated, and frequently involve additional derivative securities. Event Driven exposure includes a combination of sensitivities to equity markets, credit markets and idiosyncratic, company specific developments. Investment theses are typically predicated on fundamental characteristics (as opposed to quantitative), with the realization of the thesis predicated on a specific development exogenous to the existing capital structure. Sub strategies in Event Driven includes, but not limited to: Global/International, Distressed, Credit, Special Situations and Multi Strategy.

Global Macro: Designated Managers which trade a broad range of strategies in which the investment process is predicated on movements in underlying economic variables and the impact these have on equity, fixed income, hard currency and

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commodity markets. Designated Managers employ a variety of techniques, both discretionary and systematic analysis, combinations of top down and bottom up theses, quantitative and fundamental approaches and long and short term holding periods. Although some strategies employ Relative Value techniques, Macro strategies are distinct from Relative Value strategies in that the primary investment thesis is predicated on predicted or future movements in the underlying instruments, rather than realization of a valuation discrepancy between securities. In a similar way, while both Macro and equity hedge managers may hold equity securities, the overriding investment thesis is predicated on the impact movements in underlying macroeconomic variables may have on security prices, as opposed to Equity Strategies, in which the fundamental characteristics of the company are the most significant and integral to investment thesis. Sub strategies in Global Macro includes, but not limited to: Global/International, Commodities, Systematic, Discretionary and Multi Strategy.

Relative Value: Designated Managers who maintain positions in which the investment thesis is predicated on realization of a valuation discrepancy in the relationship between multiple securities. Designated Managers employ a variety of fundamental and quantitative techniques to establish investment theses, and security types range broadly across equity, fixed income, derivative or other security types. Fixed income strategies are typically quantitatively driven to measure the existing relationship between instruments and, in some cases, identify attractive positions in which the risk adjusted spread between these instruments represents an attractive opportunity for the Designated Manager. Relative Value position may be involved in corporate transactions also, but as opposed to Event Driven exposures, the investment thesis is predicated on realization of a pricing discrepancy between related securities, as opposed to the outcome of the corporate transaction. Sub strategies in Relative Value includes, but not limited to: Fixed Income, Volatility and Multi Strategy.

Other: In addition to the above strategies, the General Partner may invest in Designated Managers who employ other strategies that will assist in achieving the Investment Partnerships return objective. The General Partner may also invest Partnership funds in other initiatives, including but not limited to short term U.S. Government securities, mutual funds, exchange traded funds (ETFs), money market accounts and/or other short-term interest bearing instruments located at major financial institutions in the United States. Any income earned from such **investments** will be reinvested by the Investment Partnership in accordance with the Investment Partnership's investment strategies.

Item 4C. Tailored Relationships

The goals and objectives for each client are documented in our client relationship management system. Clients may impose restrictions on investing in certain

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securities or types of securities. Agreements may not be assigned without client consent.

Types of Agreements

The following agreements define the typical client relationships.

Financial Planning Agreement

A financial plan is designed to help the client with all aspects of financial planning without ongoing investment management after the financial plan is completed. The financial plan may include, but is not limited to: a net worth statement; a cash flow statement; a review of investment accounts, including reviewing asset allocation and providing repositioning recommendations; strategic tax planning; a review of retirement accounts and plans including recommendations; a review of insurance policies and recommendations for changes, if necessary; one or more retirement scenarios; estate planning review and recommendations; and education planning with funding recommendations.

Detailed investment advice and specific recommendations are provided as part of a financial plan. Implementation of the recommendations is at the discretion of the client.

Investment Advisory Agreement

Most clients choose to have FCC manage their assets in order to obtain ongoing in-depth advice and planning. All aspects of the client's financial affairs are reviewed, including those of their children. Realistic and measurable goals are set and objectives to reach those goals are defined. As goals and objectives change over time, suggestions are made and implemented on an ongoing basis.

The scope of work and fee for an Investment Advisory Agreement is provided to the client in writing prior to the start of the relationship. An Investment Advisory Agreement includes: cash flow management; insurance review; investment management (including performance reporting); education planning; retirement planning; estate planning; and tax preparation, as well as the implementation of recommendations within each area.

Although the Investment Advisory Agreement is an ongoing agreement and constant adjustments are required, term of the agreement is up to the client. The client or the investment manager may terminate an Agreement by written notice to the other party. At termination, fees will be billed on a pro rata basis for the portion of the quarter completed.

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The portfolio value at the completion of the prior full billing quarter is used as the basis for the fee computation, adjusted for the number of days during the billing quarter prior to termination.

Assets are invested primarily in no-load or low-load mutual funds and exchange-traded funds, usually through discount brokers or fund companies. Fund companies charge each fund shareholder an investment management fee that is disclosed in the fund prospectus. Discount brokerages may charge a transaction fee for the purchase of some funds.

Stocks and bonds may be purchased or sold through a brokerage account when appropriate. The brokerage firm charges a fee for stock and bond trades. FCC does not receive any compensation, in any form, from fund companies.

Investments may include: equities (stocks), warrants, index funds, corporate debt securities, commercial paper, certificates of deposit, municipal bond securities, investment company securities (variable life insurance, variable annuities, and mutual funds shares), U.S. government securities, options contracts, futures contracts, and interests in Investment Partnerships.

Initial public offerings (IPOs) are not available through FCC.

Consulting Agreement

In some circumstances, a Consulting Agreement is executed in lieu of an Advisory Service Agreement when it is more appropriate to work on a fixed-fee basis. The annual fee for a Consulting Agreement is negotiable.

Hourly Planning Engagements

FCC provides hourly planning services for clients who need advice on a limited scope of work. The hourly rate for limited scope engagements is \$400.

Termination of Agreement

A client may terminate any of the aforementioned agreements at any time by notifying FCC in writing and paying the rate for the time spent on the agreement prior to notification of termination. If the client made an advance payment, FCC will refund any unearned portion of the advance payment.

FCC may terminate any of the aforementioned agreements at any time by notifying the client in writing. If the client made an advance payment, FCC will refund any unearned portion of the advance payment.

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Item 4D. Wrap Fees

FCC does not participate in a wrap fee program.

Item 4E. Assets Under Management

As of January 1, 2011, FCC had \$802,000,000 in assets under management on a discretionary basis.

Item 5. Fees and Compensation

Item 5A. Description

FCC may provide both initial and ongoing financial planning and investment management services on a fee-only basis. In the event the client determines to engage FCC on a fee-only basis for financial planning and investment management services, FCC shall charge an initial fixed fee, which fee shall vary (typically between \$1,500 and \$5,000), followed by an annual investment management fee, which fee shall vary (between 0.50% and 1.00%) depending upon the market value of the assets under management. FCC's annual fee shall be pro-rated and paid quarterly, in arrears, based upon the market value of the assets on the last day of the previous calendar quarter.

FCC generally requires a minimum quarterly fee of \$500.00. However, FCC, in its sole discretion, may charge a lesser management fee and/or accept a lesser account initial minimum, based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.)

Fees are negotiable.

Investment Advisory Fees

Most clients choose to have FCC manage their assets in order to obtain ongoing in-depth advice and planning. All aspects of the client's financial affairs are reviewed, including those of their children. Realistic and measurable goals are set and objectives to reach those goals are defined. As goals and objectives change over time, suggestions are made and implemented on an ongoing basis.

The scope of work and fee for an Investment Advisory Agreement is provided to the client in writing prior to the start of the relationship. An Investment Advisory Agreement includes: cash flow management; insurance review; investment management (including performance reporting); education planning; retirement

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planning; estate planning; and tax preparation, as well as the implementation of recommendations within each area.

The annual Investment Advisory Agreement fee is based on a percentage of the investable assets according to the following schedule:

1.00% - on the first \$1,000,000;

0.75% - on the next \$2,000,000 (from 1,000,001 to 3,000,000); and

0.50% - on the assets above \$3,000,000.

The minimum annual fee is \$2,000 and is negotiable. Current client relationships may exist where the fees are higher or lower than the fee schedule above. New Investment Advisory Agreement fees are calculated on a formula basis and adjusted for complexity of individual situations. The formula is based on gross income, gross assets and other financial considerations.

The Excelsior Investment, L.P. & Excelsior Discovery, L.P. Fees

The Excelsior Investment, L.P. and The Excelsior Discovery, L.P. funds are subject to the following fees: The Investment Partnerships are subject to a "layering" of asset-based or performance based allocations, fees and expenses. The Investment Partnership is directly subject to its own asset-based fee (i.e., the Management Fee and/or Operations Fee) and expenses as discussed herein and is indirectly subject, through its investments with Designated Managers, to both asset-based and performance-based fees or allocations charged by the Designated Managers, as well as the ongoing expenses of those Designated Managers.

Management Fee

The General Partner will receive a quarter-annual management fee calculated and accrued monthly and payable in arrears, equal to one-quarter (0.25%) percent of the Net Assets at the end of each quarter. For the avoidance of doubt, the General Partner may waive, reduce or rebate the Management Fee attributable to any Limited Partner, including, without limitation, any employee, agent or affiliate of the General Partner.

General Partner Allocation

The General Partner shall have reallocated by credit to its capital account and each Limited Partner shall have reallocated by debit to such Limited Partner's capital account a portion of the "increase in Net Assets" (after deducting appropriate Management Fee (as defined above)) allocated to the applicable Limited Partners in the amount of ten (10%) percent in the case of Excelsior Discovery LP and twenty (20%) percent in the case of The Excelsior Investment Fund LP of the amount by

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which the annualized return to the applicable Limited Partner during any Fiscal Year exceeds the Preferred Return (collectively, the "General Partner Allocation"), in addition to the allocation of the balance of income and profits, or losses, to the General Partner based upon its capital account. The Preferred Return to Limited Partners is calculated semiannually. The rate for the period from January 1 to June 30 is based on one-half (0.5) of the average of the six (6) month United States Treasury Bill rate at the beginning and at the end of the period plus one-half percent (0.5%). The rate for the second semi-annual period from July 1 to December 31 is also based on one-half (0.5) the average of the six (6) month United States Treasury Bill Rate at the beginning and at the end of the period plus one-half percent (0.5%). The annual "Preferred Return" is the two (2) rates combined together.

Expenses

The General Partner pays all expenses arising out of the performance of its duties, except that the Investment Partnership pays up to one percent (1%) ("Expense Cap") of the Investment Partnership's Net Assets (or a prorated amount for the first and last Fiscal Years and on amounts invested or withdrawn during any Fiscal Period) valued as of the end of its Fiscal Year for operating expenses (including an allocation of overhead and administrative expenses, not to exceed 0.25% of the Investment Partnership's Net Assets, incurred by the General Partner and its affiliates) during such year including, without limitation, (i) all legal fees, (ii) the fees charged by public accountants for preparing and reviewing financial statements and preparation of tax returns, (iii) the fees charged by financial institutions for their services in connection with the handling and distribution of Investment Partnership funds, (iv) the fees to engage other independent investment advisors to advise it in its research, identification, interviewing, evaluation, selection and monitoring of individual Designated Managers and Underlying Funds, and (v) all fees of any custodian or custodians incurred in connection with the holding and transferring of securities and collecting income therefrom.

In addition thereto, the Investment Partnership will pay all expenses incurred in connection with the offering of the limited Investment Partnership interests of the Investment Partnership and with the purchase, sale and transfer of securities (including broker and insurance fees and stock transfer taxes) and fees to Designated Managers as determined by the General Partner.

Asset-Based and Performance-Based Fees of Designated Managers

The asset-based fees of the Designated Managers generally are expected to range from 0% to 2%, and the performance-based allocations of the Designated Managers generally are expected to range from 10% to 20% of net income or capital appreciation. This additional "layer" of fees and expenses is added where the

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Investment Partnership invests in funds managed by the Designated Managers. Such fees and expenses, in the aggregate, will exceed the fees and expenses that would typically be incurred by an investor making a direct investment in an Underlying Limited Partnership due to the fees charged by the General Partner of the Investment Partnerships and the service providers thereto.

Excelsior Qualified, L.P. Fees

The Excelsior Qualified Investment Partnership is subject to following fees: The Investment Partnership is subject to a "layering" of asset-based management fees, and expenses. The Investment Partnership is directly subject to its own asset-based fee (i.e., the Management Fee and/or Operations Fee) and expenses as discussed herein and is indirectly subject, through its investments with Designated Managers, to both asset-based and performance-based fees or allocations charged by the Underlying Funds, as well as the ongoing expenses of those Underlying Funds.

Investment Advisor's Management Fee

In consideration for the investment management services provided to the Investment Partnership, the Investment Advisor will receive a quarter-annual management fee ("Management Fee") calculated and accrued monthly and payable in arrears, equal to forty-five one hundredths percent (0.45%) of each Limited Partner's share of the Investment Partnership's Net Worth at the end of each quarter-annual Fiscal Period (approximately 1.8% annually). The Management Fee shall be payable within ten (10) days after the end of each quarter. A pro rata Management Fee is charged to Limited Partners on any amounts invested or withdrawn during any quarter-annual Fiscal Period.

For the avoidance of doubt, the Investment Advisor may waive, reduce or rebate the Management Fee attributable to any Limited Partner, including, without limitation, any employee, agent or affiliate of the General Partner.

Expenses

The Investment Partnership pays the General Partner an additional operations fee of up to one percent (1%) of the Investment Partnership's Net Assets (or a prorated amount for the first and last Fiscal Years and on amounts invested or withdrawn during any Fiscal Period) valued as of the end of its Fiscal Year for certain operating expenses of the Investment Partnership (including an allocation of overhead and administrative expenses of the General Partner, not to exceed 0.25% of the Investment Partnership's Net Assets, incurred by the General Partner and its affiliates) during such year including, without limitation, (i) all legal fees, (ii) the fees charged by public accountants for preparing and reviewing financial statements and preparation of tax returns, (iii) the fees charged by financial institutions for their services in connection with the handling and distribution of Investment Partnership

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funds, (iv) all fees of any custodian or custodians incurred in connection with the holding and transferring of securities and collecting income therefrom, (v) all fees of independent investment advisors hired by the Investment Advisor to advise it in its research, identification, interviewing, evaluation, selection and monitoring of individual Designated Managers and Underlying Funds, and (vi) all expenses of the admission of the Limited Partners to the Investment Partnership.

To the extent that such operating expenses exceed the operations fee in any calendar year, the General Partner pays such excess expenses either by charging its capital account or by making a direct payment, as determined by the General Partner in its sole and absolute discretion. However, to the extent that such operating expenses are less than the Operations Fee in any calendar year, the General Partner may, in its discretion waive all or a portion of the difference between the amount of the Operations Fee and the actual operating expenses.

Asset-Based and Performance-Based Fees

The asset-based fees of the Designated Managers generally are expected to range from 0% to 2%, and the performance-based allocations of the Designated Managers generally are expected to range from 10% to 20% of net income or capital appreciation. This additional "layer" of fees and expenses is added where the Investment Partnership invests in funds managed by the Designated Managers. Such fees and expenses, in the aggregate, will exceed the fees and expenses that would typically be incurred by an investor making a direct investment in an Underlying Limited Partnership due to the fees charged by the General Partner of the Investment Partnerships and the service providers thereto.

Item 5B. Fee Deductions

Clients may elect to have FCC's advisory fees deducted from their custodial account. Both FCC's Investment Management Agreement and the custodial/ clearing agreement may authorize the custodian to debit the account for the amount of FCC's investment advisory fee and to directly remit that management fee to FCC in compliance with regulatory procedures. In the event that FCC bills the client directly, payment is due upon receipt of FCC's invoice. FCC shall deduct fees and/or bill clients quarterly in arrears, based upon the market value of the assets on the last business day of the previous quarter.

FCC, in its sole discretion, may waive its minimum fee and/or charge a lesser investment advisory fee based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with clients, etc.).

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FCC reserves the right to stop work on any account that is more than 30 days overdue. In addition, FCC reserves the right to terminate any financial planning engagement where a client has willfully concealed or has refused to provide pertinent information about financial situations when necessary and appropriate, in FCC's judgment, to providing proper financial advice. Any unused portion of fees that may have been collected in advance will be refunded within 30 days.

Item 5C. Other Fees

To the extent applicable, custodians and/or broker-dealers sometimes charge transaction fees and/or commissions for effecting certain mutual fund securities transactions. In addition to FCC's investment management fee, brokerage commissions and/or transaction fees, the client will also incur, relative to all mutual fund purchases, charges imposed at the mutual fund level (e.g. advisory fees and other fund expenses). Factors which FCC considers in recommending a particular broker-dealer/custodian to clients include financial strength, reputation, execution, pricing, reporting, research, and service. The brokerage commissions, transaction fees and/or custodial fees charged are exclusive of, and in addition to, FCC's investment management fee. FCC will not directly receive any of the brokerage commissions and/or transaction fees charged to the client.

Certain client's may have a portion of their assets managed by independent investment manager[s] and/or investment programs. The terms and conditions under which the client shall engage the Independent Manager[s] shall be set forth in separate written agreements between the client and FCC as well as the client and the designated Independent Manager[s]. These fees generally range from .20% to 1.00% and may or may not include transaction costs.

Item 5D. Other Fee Arrangements

Financial Planning Agreement: The fee for a financial plan is predicated upon the facts known at the start of the engagement. The minimum fee is \$1,500 and is negotiable. Since financial planning is a discovery process, situations sometimes occur wherein the client is unaware of certain financial exposures or predicaments.

In the event that the client's situation is substantially different than disclosed at the initial meeting, a revised fee will be provided for mutual agreement. The client must approve the change of scope in advance of the additional work being performed when a fee increase is necessary.

After delivery of a financial plan, future face-to-face meetings may be scheduled as necessary for up to one year. Follow-on implementation work is billed separately at the rate of \$400 per hour.

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Item 5E. Outside Compensation

Certain mutual funds and/or variable life/annuity products which comprise a client's investment portfolio may have been purchased by the client, prior to, contemporaneous with, or subsequent to the engagement of FCC, through its affiliated broker-dealer, First Capital Equities, Ltd. ("FCE"), an SEC registered and FINRA member broker/dealer, for which product sales it may have been paid a commission. In addition, relative to commission mutual fund sales, in its individual capacity as a FINRA broker-dealer, may also receive ongoing 12b-1 trailing commission compensation from a specific mutual fund company during the period that the client maintains the mutual fund investment in his/her/its portfolio managed by FCC.

In the event that the client desires, the client can engage certain of FCC's Principals and/or Associated Persons, in their individual capacities as registered representatives of First Capital Equities, Ltd. ("FCE") an SEC registered and FINRA member broker-dealer affiliated with FCC, to implement investment recommendations on a fully-disclosed commission basis.

In the event the client chooses to purchase investment products through FCE, brokerage commissions will be charged by FCE to effect securities transactions, a portion of which commissions shall be paid by FCE to the applicable Principal and/or Associated Persons. The brokerage commissions charged by FCE may be higher or lower than those charged by other broker-dealers. In addition, FCE, as well as to the applicable Principal and/or Associated Persons, relative to commission mutual fund purchases, may also receive additional ongoing 12b-1 trailing commission compensation directly from the mutual fund company during the period that the client maintains the mutual fund investment.

Item 5E1. Potential Conflicts of Interest

Conflicts of interest may include, but not be limited to:

- Advice offered by investment adviser representatives of FCC ("IARs") may involve investments in mutual funds. Mutual funds may carry loads (i.e. sales charges) that may be up-front or on a contingent deferred basis or be no-loads with no initial or contingent deferred sales charges. Fees paid to FCC or any IAR for advisory services are separate from the fees and expenses charged to shareholders of mutual fund shares by the mutual fund companies. A complete explanation of fees and expenses charged by mutual funds is contained in each mutual fund's prospectus. Clients are advised that certain IARs are registered representatives of FCE, a registered Broker/Dealer, member of the Financial Industry Regulatory Authority ("FINRA") and SIPC. Therefore, IARs have a conflict

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of interest in recommending mutual funds that carry a load since such mutual funds will pay IAR, in his or her capacity of a registered representative of the broker/dealer, a commission should the purchase be made through IARs.

- A conflict of interest may exist between the interests of FCC and/or its IARs and the interests of client in that FCC and IARs offer financial planning and investment advisory services for a fee and also offer various securities products for which they may be paid a commission in their capacity of a registered representative of the broker/dealer. The securities products available through FCC may be limited to certain products that have been reviewed and made available for offering through FCE with which IARs may be RRs.
- Accordingly, lower fees for comparable services may be available from other sources. Material conflicts of interest have been disclosed to the client in writing via this Form ADV, Part 2A that could cause FCC or its affiliates to not render unbiased and objective advice. Clients are advised that the investment recommendations and advice offered by FCC are not legal advice or accounting advice. Clients should coordinate and discuss the impact of financial advice with their attorney and/or accountant. Clients are advised that it is necessary to inform FCC promptly with respect to any changes in client's financial situation and investment goals and objectives. Failure to notify FCC of any such changes could result in investment recommendations not meeting the needs of client.
- Adviser has discretionary authority.
- Adviser manages different types of accounts in a parallel manner (i.e., private investment company, and/or separately managed accounts – all with the same investment objective).
- Adviser manages accounts with differing compensation structures (i.e., performance-based compensation versus asset-based management fees). The Adviser earns additional fees for offering the Investment Partnerships.
- Adviser makes proprietary investments in the same securities that are recommended to clients.
- Adviser invests client assets in affiliated entities.

These conflicts are documented in FCC's policies and procedures and are implemented by exercising the following internal controls:

- Adviser has segregation of duties (when practicable) among personnel performing certain functions – especially portfolio management and marketing and portfolio management and valuation of clients' positions.
- Adviser performs forensic testing to identify accounts or portfolio managers that have outlier performance and determines the cause for these unusual results.

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- Portfolio managers periodically review offering documents, client contracts, disclosure information, and/or marketing materials to ensure that the strategy or investments utilized are accurately described and that accounts are managed consistently.
- Adviser periodically reminds clients of their need to update the firm of any changes in their contact information, objectives or financial situation and documents all changes received (whether they are received verbally or in writing).
- Adviser carefully considers appropriate procedures to address those situations in which the firm might benefit from client relationships or transactions Adviser establishes front-end compliance parameters to ensure that client mandates, such as restrictions and diversification standards, are followed.
- Adviser provides disclosure (rather than merely offering to provide disclosure) and discusses highlights and changes during periodic client communications.
- Clients are informed of violations of restrictions and the corrective action taken – even if it was promptly found and corrected.
- Adviser regularly reviews the SEC's website for changes to required practices and recent enforcement actions and reconciles these developments with the firm's policies and procedures to determine if updates are warranted.

Excelsior Investment Partnerships:

Certain inherent conflicts of interest arise from the fact that the General Partner and their respective affiliates act on behalf of the Investment Partnership and other accounts, and may carry on investment activities for other clients, including other Investment Partnerships sponsored by the General Partner and/or their respective affiliates in which the Partnership may have no interest.

The General Partner and/or their respective affiliates may be investing on behalf of the Investment Partnership while simultaneously withdrawing on behalf of another investment Partnership sponsored by the General Partner and/or their respective affiliates or vice versa.

The General Partner, their respective affiliates and/or any of their respective officers, directors, partners, members, equity holders or employees may invest for their own respective accounts in various investment opportunities, including, without limitation, in investment funds in which the Investment Partnership will not have any interest.

In the conduct of the Investment Partnership's business, conflicts may arise between the interests of the General Partner and their respective members and affiliates, on the one hand, and those of the Investment Partnership and its Limited Partners, on the other hand. While the General Partner is accountable to the Investment Partnership as a fiduciary and, consequently, must exercise good faith and integrity in handling such business, Clients

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should be aware of the existence of such conflicts of interest. Among the conflicts which each Client should consider are the following:

(a) None of the General Partner or their respective members, shareholders, directors or officers have any obligation to devote their full time to the business of the Investment Partnership; the General Partner is required to devote only such time and attention to the affairs of the Investment Partnership as may in its judgment be necessary to accomplish the purposes of the Investment Partnership. In addition, the General Partner and their respective members, shareholders, directors and officers may manage other accounts for which they may be compensated. The General Partner serves as the sole general partner for a number of Investment partnership operating since 1990. These Investment Partnerships may use some of the Designated Managers used by one Investment Partnership and certain of such entities may also utilize some of the investment strategies and techniques used the other Investment Partnerships.

(b) The General Partner will determine the allocation of Investment Partnerships funds on whatever basis it considers appropriate or desirable in its sole and absolute discretion.

(c) The General Partner and/or their respective affiliates manage other accounts and provide investment advice to other parties, and may decide to invest the funds of one or more other accounts or recommend the investment of funds by other parties, rather than the Investment Partnership's funds, in a particular security or strategy with a particular Designated Manager.

The General Partner and their affiliates will divide their time between the Investment Partnerships and these other accounts and parties as they see fit, and, from time to time, such other accounts and parties may receive a disproportionate share of their attention.

(d) In determining capital allocations among Designated Managers, these Designated Managers may, in their discretion also limit the capacity available to the Investment Partnerships. In these cases, in order to provide for long-term management of the Investment Partnerships, the General Partner and its affiliates may determine to increase the investment in a Designated Manager to a level greater than otherwise would be the case. Such allocations may result in the Partnership's assets being more concentrated from time to time and for substantial periods of time. As a result of any such concentration, the Investment Partnerships assets may be subject to more rapid changes in value than would be the case if the Investment Partnerships assets were less concentrated and the economic returns of the Investment Partnership may thereby be materially adversely affected. In addition, the possibility that a Designated Manager limits the capacity available to the Investment Partnerships, to the extent the Investment Partnerships experience different levels of capital activity from one another,

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the percentage invested in Designated Managers will vary among the Investment Partnerships.

(e) In determining how to allocate investment opportunities among its clients, the General Partner and its affiliates will take into account the investment objectives of each such investment fund or account, the capital capacity of the Designated Managers, and such other considerations as deemed relevant in its sole and absolute discretion. Certain Designated Managers to which the Investment Partnerships has previously allocated assets may be closed to new investments or may otherwise limit subscriptions. The General Partner and its affiliates may determine, for various reasons, including, without limit strategic fit and other portfolio construction considerations, that a Designated Manager is more appropriately included as part of the portfolio of another of its investment funds or accounts rather than the Investment Partnerships. In such event, the General Partner and affiliates may cause the Investment Partnership to transfer its interest in such Designated Manager to another investment fund or account advised by the General Partner, notwithstanding that such Designated Manager may continue to be an appropriate investment for the Investment Partnership. Any such transfer may give rise to potential conflicts of interest.

(f) The General Partner, their respective principals and/or their respective affiliates may make trades and investments for their own accounts. In these accounts, they may use trading and investment methods that are similar to, or substantially different from, the methods used by them to direct the Investment Partnership's assets. The records of these personal accounts will not be made available to Limited Partners. Subject to internal compliance policies and approval procedures, the principals and/or employees of the General Partner, and/or their respective affiliates may engage, from time to time, in personal trading of securities and other instruments, including, without limitation, securities and instruments in which the Investment Partnerships may invest.

(g) The General Partner reserves the right, in its sole and absolute discretion to sell Interests through banks and/or registered broker-dealers which may charge a fee or commission thereon of up to two percent (2%). Any such fee or commission will be paid solely by the Limited Partner purchasing the interest through the bank or registered brokerdealer, and no portion thereof will be paid by the Investment Partnerships or the General Partner.

(h) While presently none of the General Partner or any of their respective affiliates own any equity interests in any of the Designated Managers with which the Investment Partnership invests its assets, it is possible that one or more of the affiliates of the General Partner will in the future acquire non-controlling interests in one or more of such Designated Managers. The Partnership Agreements requires the General Partner to exercise its duties with care, skill, prudence and diligence. In the event of a conflict of interest between the Investment Partnership and any other entity managed by the

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General Partner or any of its affiliates, the General Partner or such affiliate, as the case may be, will resolve such conflict by taking into account the investment objective of each entity (or account), any investment restrictions applicable to each entity and the other available investment options for each entity and will seek to resolve such conflict in a fair and equitable manner.

In order to mitigate the aforementioned conflicts of interest, The General Partner has retained another investment advisor, at the cost and expense of the Partnership, to assist and advise it in its research, identification, interview, evaluation, selection and monitoring of individual Designated Managers and Underlying Funds. The independent investment advisor is also registered with the SEC as an investment adviser under the Advisers Act.

Moreover, FCC's Investment Committee is chaired by monthly by the Chief Operating Officer and among its Investment Committee members is the independent Investment Advisor who serves to assist in the following: approving and terminating Designated Managers, set strategic asset allocations and review individual Designated Manager risk profiles. In addition, the investment committee makes determinations as to portfolio allocations by strategy and reviews factors for each Designated Manager including, but not limited to Quantitative, Qualitative and Operational risk assessments made for each Designated Manager.

Item 5E2. Client Option

At all times clients have the option to purchase investment products recommended by FCC through unaffiliated brokers or agents.

Item 5E3. Compensation Composition

None of FCC's revenue from advisory clients results from commissions and other compensation for the sale of investment products FCC recommends to its clients, including asset-based distribution fees from the sale of mutual funds.

Item 5E4. Compensation Application

FCC does not charge commissions in lieu of advisory fees.

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

As previously explained in Item 5, FCC, as investment adviser, charges a performance fee for its clients in the Excelsior Investment Partnerships as well as manages investment advisor accounts for a fee.

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Item 7. Types of Clients

FCC generally provides investment advice to individuals and/or small businesses, pooled investment vehicles and charitable organizations. Client relationships vary in scope and length of service. The minimum account size is \$500,000 of assets under management, which equates to an annual fee of \$5,000.

When an account falls below \$500,000 in value, the annual fee will be less than \$5,000, but a minimum of \$2,000 is charged. Depending upon circumstances, FCC will seek an hourly agreement with the client if assets have diminished significantly below \$500,000.

FCC has the discretion to waive the account minimum. Other exceptions may apply to employees of FCC and their relatives, or relatives of existing clients.

Clients receiving ongoing investment advisory services will be assessed a \$2,000 minimum annual fee. Clients with assets below the minimum account size may pay a higher percentage rate on their annual fees than the fees paid by clients with greater assets under management.

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

Item 8A. Methods of Analysis

Financial planning analysis and recommendations will be based on written information submitted by the client, FCC's personal interviews with the client, economic and tax considerations, as well as a review of the client's personal circumstances. FCC and its agents do not provide legal or tax consultations and suggest that the client work with his own attorney and accountant when considering a financial plan.

FCC will emphasize personal client contact and interaction rather than ongoing performance of a particular asset class. FCC and its agents will be available for consultation regarding the creation of an investment portfolio that will attempt to complement client's educational, home ownership and retirement funding goals and objectives, etc.

Sources of information may include, but are not limited to: periodicals, corporate rating services, annual reports, prospectuses and company press releases.

Security analysis methods involve the following fundamental approach:

Modern Portfolio Theory – FCC's investment approach is firmly rooted in the belief that markets are "efficient" and that investor's returns are determined primarily by asset allocation decisions, rather than market timing or security selection. FCC

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recommends diversified portfolios, principally through the use of passively managed mutual funds and the Investment Partnerships.

FCC may utilize the following investment strategies when implementing investment advice given to clients:

- Long Term Purchases (securities held at least a year) FCC's investment philosophy is designed for investors who desire a buy and hold strategy, with an investment time horizon minimum of five years and preferably ten years or more.
- Short Term Purchases (securities sold within a year)

FCC's methods of analysis and investment strategies do not present any unusual risks. However, every method of analysis has its own inherent risks. To perform an accurate market analysis, FCC must have access to current/new market information. FCC has no control over the dissemination rate of market information; therefore, unbeknownst to FCC, its analyses may be compiled with outdated market information, severely limiting the value of the FCC's analysis. Furthermore, an accurate market analysis can only produce a forecast of the direction of market values. There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

Item 8B. Investment Strategies

FCC's primary investment strategies - Long Term Purchases and Short Term Purchases - are fundamental investment strategies. However, every investment strategy has its own inherent risks and limitations. For example, longer term investment strategies require a longer investment time period to allow for the strategy to potentially develop.

Shorter term investment strategies require a shorter investment time period to potentially develop but, as a result of more frequent trading, may incur higher transactional costs when compared to a longer term investment strategy.

Item 8C. Risk of Loss

Our investment programs have certain risks that are borne by the client. Our investment approach constantly keeps the risk of loss in mind. Clients face the following investment risks:

- Interest-rate Risk: Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.

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- **Market Risk:** The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.
- **Inflation Risk:** When inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.
- **Currency Risk:** Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- **Reinvestment Risk:** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities during periods of declining interest rates.
- **Business Risk:** These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy and complex process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.
- **Liquidity Risk:** Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- **Financial Risk:** Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

Excelsior Investment Partnership Risks

The Excelsior Investment Partnerships may incur certain risks and are suitable only for clients of adequate financial means which have no need for liquidity in these investments. In this regard, Limited Partners should bear in mind the following risk factors:

1. Market Risks

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- **Competition.** The securities industry, the various financial markets in which the Designated Managers participate and the varied strategies and techniques engaged in by the Designated Managers selected by the General Partner are extremely competitive and each involves a high degree of risk. The Investment Partnership and its Designated Managers compete with firms, including many of the larger securities and investment banking firms, which have substantially greater financial resources and research staffs.
- **Market Volatility.** The profitability of the Investment Partnership depends upon the Designated Managers chosen by the General Partner correctly assessing the future price movements of stocks, bonds, options on stocks, other securities, currencies, regulated futures contracts and other commodities and the movements of interest rates. There can be no assurance that the various Designated Managers selected by the General Partner will be successful in accurately predicting price and interest rate movements.
- **Leverage.** The Designated Managers selected by the General Partner may employ leverage. This includes the use of borrowed funds and investments in options, such as puts and calls, regulated futures contracts and warrants. Also, they may engage in short sales. While such strategies and techniques increase the opportunity to achieve higher returns on the amounts invested, they also increase the risk of loss. The level of interest rates generally, and the rates at which such funds may be borrowed in particular, could affect the operating results of the Investment Partnership.
- **Liquidity.** A substantial portion of the investments made by the Investment Partnership will lack liquidity. Most of the Designated Managers only permit the Investment Partnership to withdraw its assets at specified times (i.e., annually, semi-annually or quarterly) and many Designated Managers have the right to suspend the payment of withdrawals under certain circumstances. Furthermore, though it is intended that investments by the Investment Partnership will be with Designated Managers which invest in securities, commodity futures or other financial instruments traded on listed exchanges, some may be thinly traded. This could present a problem in realizing the prices quoted and in effectively trading the position(s). In certain situations, Designated Managers may invest in illiquid investments which could result in significant loss in value should the Designated Managers be forced to sell the illiquid investments as a result of rapidly changing market conditions or as a result of margin calls or other factors.
- **Independence of Designated Managers.** The Investment Partnership does not presently, and does not expect in the future to, control any of the Designated

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Managers, their choice of investments and other investment decisions, all of which will be totally within the control of such Designated Managers. The investments of the Investment Partnership are made pursuant to written disclosures from and/or agreements with a Designated Manager which provide, among other things, guidelines by which the Designated Manager will trade for the applicable Underlying Fund. Thus, while each Designated Manager undertakes to follow specified trading strategies, the written disclosures and/or agreements discussed above typically provide the Designated Managers with broad discretion to modify their trading strategies and therefore it is possible that a Designated Manager could deviate from its trading strategies, which deviation could result in, among other things, a less profitable trading strategy or a riskier approach that could lead to a loss of all or part of the Investment Partnership's investment with such Designated Manager. Furthermore, Designated Managers invest wholly independently of one another and may at times hold economically offsetting positions. To the extent that the Designated Managers do, in fact, hold such positions, the Investment Partnership, considered as a whole, cannot achieve any gain or loss despite incurring fees and expenses. In addition, while currently neither the General Partner nor any of its affiliates own any equity interests in any of the Designated Managers, it is possible that one or more of the affiliates of the General Partner will in the future acquire non-controlling interests in one or more of the Designated Managers.

- **Fraudulent Activities.** There is a risk that a Designated Manager may knowingly, negligently or otherwise withhold or misrepresent information regarding the performance of the Designated Manager or the Underlying Fund including, without limitation, the presence or effects of any fraudulent or similar activities ("Fraudulent Activities"). The Investment Partnership's performance of its monitoring functions would generally not give the Investment Partnership the opportunity to discover such situations prior to the time the Designated Manager discloses (or there is public disclosure of) the presence or effects of any Fraudulent Activities. Accordingly, the Investment Partnership can offer no assurances that a Designated Manager will not engage in Fraudulent Activities and cannot guarantee that it will have the opportunity or ability to protect the Investment Partnership from suffering a loss because of a Designated Manager's Fraudulent Activities.
- **Counterparty Creditworthiness.** The Investment Partnership engages Designated Managers that deal in securities, financial instruments and commodities that involve counterparties. Such Designated Managers may also purchase and sell commodity interests in connection with their investment strategies. Further, a Designated Manager may not be required

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to evaluate the creditworthiness of a counterparty. Under certain conditions, a counterparty to a transaction could default or the market for certain securities, financial instruments or commodities may become illiquid. In any case, these Designated Managers could experience liquidity problems.

- Options. The Designated Managers may utilize options in furtherance of their investment strategies. Option positions may include both long positions, where a Designated Manager is the holder of put or call options, as well as short positions, where the Designated Manager is the seller (writer) of an option.

Although option techniques can increase investment return, they can also involve a higher level of risk compared with their underlying securities. For example, the expiration of unexercised long options effectively results in loss of the entire cost, or premium paid for the option. Conversely, the writing of an uncovered put or call option can involve, similar to short selling, a theoretically unlimited risk of an increase in the Investment Partnership's cost of selling or purchasing the underlying securities, commodities or other instruments in the event of exercise of the option.

- Derivative Instruments. Designated Managers may invest Underlying Fund capital with or through third parties through swaps, total return swaps and other derivative instruments. Designated Managers may take advantage of opportunities with respect to certain other derivative instruments that are not presently contemplated for use or that are currently not available, but that may be developed, to the extent such opportunities are both consistent with their investment objectives and legally permissible. Special risks may apply to instruments that are invested in by the Underlying Funds in the future that cannot be determined at this time or until such instruments are developed or invested in by the Underlying Funds. Certain swaps, total return swaps and other derivative instruments may be subject to various types of risks, including market risk, liquidity risk, the risk of non-performance by the counterparty, including risks relating to the financial soundness and creditworthiness of the counterparty, legal risk and operations risk.
- Forward Contract Markets. Designated Managers may trade forward contracts (and options on forward contracts). These securities are not traded on exchanges and are individually negotiated and therefore can be highly illiquid. The principals in forward contract markets are not required to continue to make such markets or to continue to deal in forward contracts of all currencies and/or commodities. In addition, forward contract markets are subject to significant disruptions, including through the intervention of

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governmental authorities. Therefore, Designated Managers that trade forward contracts may experience liquidity or other problems, and may incur substantial losses on such investments.

- Short Sales. Designated Managers may sell securities short. Selling securities short risks losing an amount greater than the proceeds received. Theoretically, securities sold short are subject to unlimited risk of loss because there is no limit on the price that a security may appreciate before the short position is closed. In addition, the supply of securities that can be borrowed fluctuates from time to time.

The Designated Managers may also be subject to losses if a security lender demands return of the lent securities and an alternative lending source cannot be found or if the Designated Managers are otherwise unable to borrow securities which are necessary to cover their positions.

- Proprietary Investment Strategies. Designated Managers may use proprietary investment strategies that are based on considerations and factors that are not fully disclosed to the General Partner or the Investment Partnership. These strategies may involve risks under some market conditions that are not anticipated by the General Partner or the Investment Partnership. The Designated Managers generally use investment strategies that are different than those typically employed by traditional managers of portfolios of stocks and bonds and may involve significantly more risk and higher transaction costs than more traditional investment methods. Additionally, it is possible that the performance or the specific investments of the Designated Managers may be closely correlated to each other in some market conditions, resulting (if those returns are negative) in significant losses to the Investment Partnership and its investors.
- Concentration of Holdings. At any given time, an Underlying Fund's assets may become highly concentrated within a particular company, industry, asset category, trading style or financial or economic market. In that event, the Underlying Fund's portfolio will be more susceptible to fluctuations in value resulting from adverse economic conditions affecting the performance of that particular company, industry, asset category, trading style or financial or economic market, than a less concentrated portfolio would be. As a result, if an Underlying Fund's investment portfolio becomes concentrated, its aggregate return may be volatile and may be affected substantially by the performance of only one or a few holdings. The Designated Managers are not obligated to hedge their positions.

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- **Compensation Arrangements with the Designated Managers.** Designated Managers may receive incentive compensation from the Investment Partnership based on the performance of their portfolios. Such compensation arrangements may create an incentive to make investments that are riskier or more speculative than would be the case if such arrangements were not in effect. In addition, because performance-based compensation may be calculated on a basis which includes unrealized appreciation of the Investment Partnership's assets, such performance-based compensation may be greater than if such compensation were based solely on realized gains.

It is possible that certain Designated Managers may receive incentive compensation, even though the Investment Partnership, as a whole, does not have net capital appreciation if some Designated Managers are profitable and others incur losses. Additionally, Designated Managers may receive incentive compensation prior to the expiration of the lock-up period, if any, relating to the Investment Partnership's capital contribution to the Underlying Fund managed by such Designated Manager and may be so even in cases where there was no aggregate gain at the end of such lock-up period.

- **Systemic Risk.** World events and/or the activities of one or more large participants in the financial markets and/or other events or activities of others could result in a temporary systemic breakdown in the normal operation of financial markets. Such events could result in the Designated Managers losing substantial value caused predominantly by liquidity and counterparty issues (as noted above) which could result in the Investment Partnership incurring substantial losses.
- **Non-U.S. Investments; Emerging Market Risk.** A Designated Manager may invest all or a portion of its assets in non-U.S. securities and interests denominated in non-U.S. currencies and/or traded outside of the United States, including emerging market securities and interests. Such investments require consideration of certain risks not typically associated with investing in securities traded in the United States or other assets. Such risks include, among other things, unfavorable currency exchange rate developments, restrictions on repatriation of investment income and capital, imposition of exchange control regulation, confiscatory taxation, and economic or political instability in foreign nations. In addition, there may be less publicly available information about certain non-U.S. companies than would be the case for

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comparable companies in the United States, and certain non-U.S. companies may not be subject to accounting, auditing and financial reporting standards and requirements comparable to or as uniform as those of U.S. companies.

- **Quantitative Models.** Certain Designated Managers may trade on the basis of non-discretionary mathematical trading models. Generally, such models are designed to identify investment opportunities based on the occurrence of specified events and/or situations. Should such events and/or situations not occur, the models may not generate any investment opportunities and/or profits. Further, the reliance on a model may cause a Designated Manager to not act on the occurrence of an event and/or situation that would otherwise cause the Designated Manager to act.
- **Market Dislocation and Illiquidity.** Recent events in the sub-prime mortgage market and other areas of the fixed income markets in the United States have caused significant dislocations, illiquidity and volatility in the structured credit, leveraged loan and high-yield bond markets. These events have had repercussions on the global financial markets, including the markets in which Designated Managers trade and invest, by restricting the availability of credit generally, and reducing liquidity levels across virtually all markets globally. The foregoing events could lead to an overall weakening of the U.S. and global economies. Any resulting economic downturn could adversely affect certain of the Designated Managers' investments. Such marketplace events also may restrict the ability of certain Designated Managers to sell or liquidate investments at favorable times and/or for favorable prices and/or cause Designated Managers and/or the Investment Partnership to have limited access to credit. Certain Designated Managers may be adversely affected by a decrease in market liquidity (e.g., by impairing such Designated Manager's ability to adjust its positions and risk in response to trading losses or other adverse developments). The size of a Designated Manager's positions may magnify the effect of a decrease in market liquidity for the instruments traded. Changes in the overall market leverage (e.g., deleveraging or liquidations by other market participants of the same or similar positions) also may adversely affect a Designated Manager's positions.
- **General Economic Conditions.** The success of any investment activity is affected by general economic conditions, which include the level and volatility of interest rates, credit spreads and equity valuations and the extent and timing of investor participation in the markets for both equities and interest-sensitive instruments. Unexpected volatility or illiquidity in the markets in which the Investment Partnership (directly or indirectly through

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Designated Managers) holds positions could cause the Investment Partnership to incur losses.

2. Regulatory Risks

- **Trading Limitations.** For all securities and commodities, including options and regulated futures contracts listed on a public exchange, the exchange generally has the right to suspend or limit trading under certain circumstances, including the right to impose position limits and price limits on persons or groups of persons. Such suspensions or limits could render certain strategies difficult to complete or continue and subject the Investment Partnership to loss.
- **General Business and Regulatory Risks of Hedge Funds.** Legal, tax and regulatory changes could occur during the term of the Investment Partnership that may adversely affect the Investment Partnership. The regulatory environment for hedge funds is evolving, and changes in the regulation of hedge funds may adversely affect the value of investments held by the Investment Partnership and the ability of the Investment Partnership to pursue its investment strategy. In addition, the securities and futures markets are subject to comprehensive statutes, regulations and margin requirements. The SEC, other regulators, self-regulatory organizations and exchanges are authorized to take extraordinary actions in the event of market emergencies. The regulation of derivatives transactions and funds that engage in such transactions is an evolving area of law and is subject to modification by government and judicial action.

The effect of any future regulatory change on the Investment Partnership could be substantial and adverse.

- **Risk of Litigation.** From time to time, a Designated Manager and/or an Underlying Fund may be named as a defendant in a lawsuit or regulatory action. As a result of such action, the assets of the Underlying Fund may be frozen, and the Investment Partnership may not be able to liquidate its interest in the Underlying Fund. In certain cases, the Investment Partnership may be called on to testify and/or provide information (including, without limitation, a list of Limited Partners) in connection with such lawsuit or regulatory action. The Investment Partnership may also be named as a defendant in the lawsuit or regulatory action. Litigation and regulatory

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actions can be time-consuming and expensive, and can frequently lead to unpredicted delays or losses.

- **Tax Exempt Entities.** Tax exempt entities that become Limited Partners may incur certain adverse tax consequences arising out of unrelated business taxable income ("UBTI") that may be generated by the Investment Partnership.

3. *Other Investment Partnership Risks*

- **Risk of Loss.** An investment in the Investment Partnership is speculative. Limited Partners may incur substantial losses on their investments in the Investment Partnership.
- **Withdrawal.** The Limited Partners may only withdraw from their capital accounts at certain limited times and upon certain required advance notice. Withdrawals are also subject to the liquidity of the Investment Partnership's investments with the Designated Managers. It is possible that one or more large withdrawals by one or more Limited Partner(s) could result in the Investment Partnership liquidating interests with certain Designated Managers. This could result in the reduction of the diversification of the Investment Partnership's assets. Under certain limited circumstances, the Investment Partnership may suspend the payment of withdrawals. Withdrawals generally will be paid by the Investment Partnership based on estimated unaudited financial data. In the event that there is a subsequent adjustment to the estimated unaudited financial data that was originally used to calculate the withdrawal amount, generally such adjustment will be reflected in the calculation of the Net Worth attributable to the Interests as of the next succeeding Business Day on which the Net Worth is determined.

As a result, the withdrawing Limited Partner may receive more or less than such withdrawing Limited Partner would be entitled to receive based on the adjusted estimated unaudited financial data and other applicable Limited Partners will absorb the excess or deficiency resulting therefrom.

- **"New Issues".** Designated Managers with whom the Investment Partnership invests may invest in "new issues", as such term is defined under applicable rules of FINRA. Therefore, the Investment Partnership may have "new issue" income. The Investment Partnership will not allocate any of the gains or losses attributable to "new issues" to Limited Partners who are deemed to be "restricted persons" under such rules. Such "restricted persons" may have

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an economic disadvantage as compared to those Limited Partners who do participate in "new issues" since some of the Investment Partnership's assets will be used to fund the purchase of "new issues" as to which the "restricted persons" will derive no benefit.

- **Currency Risk.** The Investment Partnership may make investments with Designated Managers which will be denominated in one or more currencies other than U.S. Dollars. The General Partner does not expect to hedge the Investment Partnership's exposure to currency fluctuations. In addition, a Limited Partner who generally holds its assets in one or more currencies other than U.S. Dollars should consider that the currency exchange rate(s) between the U.S. Dollar and the Limited Partner currency or currencies may fluctuate in an unfavorable manner.
- **Frequency of Trading.** Some of the strategies and techniques employed by Designated Managers require frequent trades to take place and, as a consequence, portfolio turnover and brokerage commissions may be greater than for other investment entities of similar size.
- **Fees and Expenses.** The Investment Partnership is subject to a "layering" of asset-based or performance-based allocations, fees and expenses. The Investment Partnership is directly subject to its own asset-based fee (i.e., the Management Fee) and expenses as discussed herein and is indirectly subject, through its investments with Designated Managers, to both asset-based and performance-based fees or allocations charged by the Underlying Funds, as well as the ongoing expenses of those Underlying Funds.

The asset-based fees of the Designated Managers generally are expected to range from 0% to 2%, and the performance-based allocations or fees of the Designated Managers generally are expected to range from 10% to 20% of net income or capital appreciation. Such fees and expenses, in the aggregate, will exceed the fees and expenses that would typically be incurred by an investor making a direct investment in an Underlying Fund. In addition, performance based compensation arrangements may create an incentive for the Designated Managers to make investments that are more risky or more speculative than would be the case if such arrangements were not in effect.

- **Concentration.** While the General Partner intends to allocate the Investment Partnership's equity among a number of Designated Managers with differing strategies and techniques, there are no fixed allotments. Therefore,

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although the Investment Partnership seeks a diversified portfolio of Designated Managers, there is a risk that one of the strategies or techniques may have a disproportionate share of the Investment Partnership's assets and/or that the Investment Partnership's portfolio will be highly concentrated and more susceptible to adverse conditions, poor investment decisions or other factors which negatively affect the performance of the Underlying Funds.

- Limitation of General Partner's Liability and Indemnification of the General Partner. Under Delaware law, a general partner is accountable to the limited partners as a fiduciary and, consequently, is required to exercise good faith and integrity in handling the affairs of the Investment Partnership. The Investment Partnership Agreement provides that the General Partner shall be indemnified against, and shall not be liable for, any loss or liability incurred in connection with the affairs of the Investment Partnership, so long as such loss or liability arose from acts performed in good faith and not involving any gross negligence or willful misconduct. Therefore, a Limited Partner may have a more limited right of action against the General Partner than a Limited Partner would have had absent these provisions in the Investment Partnership Agreement. In addition, the General Partner is indemnified by each Limited Partner against certain losses and liabilities as provided in the Subscription Agreement.
- Dependence on the General Partner and the Designated Managers. The General Partner invests assets of the Investment Partnership with Designated Managers. The success of the Investment Partnership depends upon the ability of the General Partner and the Designated Managers to develop and implement investment strategies that achieve the Investment Partnership's investment objective. Subjective decisions made by the General Partner and/or the Designated Managers may cause the Investment Partnership to incur losses or to miss profit opportunities on which it could otherwise have capitalized. In addition, the overall performance of the Investment Partnership is dependent not only on the investment performance of individual Designated Managers, but also on the ability of the General Partner to select and allocate the Investment Partnership's assets among such Designated Managers effectively on an ongoing basis. There can be no assurance that the allocations made by the General Partner will prove as successful as other allocations that might otherwise have been made, or as adopting a static approach in which Designated Managers are not changed.

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- **Use of Estimates.** Each Limited Partner will be sent: (i) unaudited quarterly financial statements (other than for the calendar quarter ending December 31st); and (ii) a quarterly statement of the Limited Partner's capital account, together with a letter from the General Partner discussing the results of the Investment Partnership for the quarter just ended. The unaudited financial statements and statements of capital accounts will be based solely on estimated and unaudited valuations that the Investment Partnership receives from Designated Managers. The estimated and unaudited financial data used to determine the applicable Net Worth of the Interests will be based on the information available to the General Partner at the relevant time and such information may not be complete. The General Partner will have no ability to assess the accuracy of the valuations received from the Designated Managers. Therefore, the estimated Net Worth may be significantly higher or lower than the actual Net Worth as determined based upon audited financial data of the Underlying Funds advised by the Designated Managers.
- **Reports to Limited Partners.** Although it is intended that Limited Partners will receive unaudited performance information at least quarterly, as well as annual audited financial reports, as a privately offered investment company, the Investment Partnership is not required to provide periodic pricing or valuation information to the Limited Partners.
- **Additional Classes and Side Letters.** The Investment Partnerships shall have the power to create and establish such other Classes of limited Investment Partnership interests having such relative rights, powers and duties as may from time to time be established by the General Partner, without notice to, or the consent or other approval of, the Limited Partners. In addition, the General Partner shall have the power to enter into Side Letters with one or more Limited Partners which provide such Limited Partners with additional and/or different rights than such Limited Partners have pursuant to the Investment Partnership Agreement and/or any agreement, instrument or other document executed and/or delivered in connection herewith, without notice to, or the consent or other approval of, the Limited Partners. Limited Partners of additional Classes and Limited Partners with Side Letters may or may not be required to invest different minimum amounts, pay (directly or indirectly) different fees and have certain other terms (including, without limitation, access to information, the ability to withdraw on shorter notice and/or at different times and/or responsibility for expenses) applicable to

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them that are different than those that are applicable to other Limited Partners, all as determined by the General Partner. In general, the General Partner is not required to notify any or all of the other Limited Partners of any such additional Classes or Side Letters or any of the rights and/or terms or provisions thereof, nor will the General Partner be required to offer such additional and/or different rights and/or terms to any or all of the other Limited Partners. The other Limited Partners will have no recourse against the Investment Partnership, the General Partner and/or any of their respective affiliates in the event certain Limited Partners receive additional and/or different rights and/or terms as a result of any such additional Classes and/or Side Letters. The General Partner may enter into such Side Letters with any party as they may determine in their sole and absolute discretion at any time.

- Investments by the Underlying Funds That May be Illiquid. From time to time, a significant portion of each Underlying Fund's portfolio may be invested in illiquid securities and other instruments. In some cases an Underlying Fund may be contractually prohibited from disposing of such investments for a specified period of time. Further, under adverse market or economic conditions or in the event of adverse changes in the financial condition of the issuer, an Underlying Fund may find it more difficult to sell such securities and/or instruments when the Designated Manager believes it advisable to do so or may be able to sell such securities and/or instruments only at prices lower than if the securities and/or instruments were more widely held.

In such circumstances, an Underlying Fund may find it more difficult to determine the fair market value of such securities for valuing the Underlying Fund's portfolio and therefore the General Partner will have corresponding difficulty in valuing the Investment Partnership's investment in the Underlying Fund. There may be no market for such securities and/or instruments or for a substantial percentage of such securities. To the extent there is a market for such securities, the market will be limited to a narrow range of potential counterparties, such as institutions and investment banks. These investments could prevent the Underlying Fund from liquidating unfavorable positions promptly and subject it to substantial losses. Further, such investments could also impair the Underlying Fund's ability to distribute withdrawal proceeds to the Investment Partnership in a timely manner and/or the Underlying Fund may distribute to the Investment Partnership in-kind distributions. As a result, the Investment Partnership's ability to distribute withdrawal proceeds to Limited Partners in a timely manner could

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be impaired or the Investment Partnership may satisfy any such withdrawal requests, in whole or in part, with in-kind distributions.

- **In-Kind Distributions.** There can be no assurance that the Investment Partnership will have sufficient cash to satisfy withdrawal requests, or that it will be able to liquidate investments to satisfy such withdrawal requests at favorable prices. Under the foregoing circumstances, and under other circumstances as may be deemed appropriate by the General Partner, a Limited Partner may receive an in-kind distribution from the Investment Partnership's portfolio. Such distribution may constitute interests in the Underlying Fund, or securities or instruments distributed to the Investment Partnership by the Underlying Fund in full or partial satisfaction of the Investment Partnership's withdrawal request. The General Partner, in its sole and absolute discretion, may cause the Investment Partnership to distribute such securities or instruments directly to the Class A Limited Partners, or, may create a special purpose vehicle or a liquidating trust to hold such securities or instruments until they can be sold. Such securities and instruments may not be readily marketable or saleable and may have to be held by such Limited Partner (or the special purpose vehicle or liquidating trust created to hold such assets) for an indefinite period of time.
- The risk of loss and delay in liquidating these securities (including any expenses involved in the organization and maintenance of a special purpose vehicle or liquidating trust) will be borne by the Limited Partner, pro rata in relationship to its interest in a special purpose vehicle or liquidating trust if such assets are held in a special purpose vehicle or liquidating trust, with the result that such Limited Partner may receive less cash than it would have received on the date of withdrawal.
- **Conflicts of Interest.** The General Partner, in such capacity, is subject to certain potentially material conflicts of interest.
- **Liability of a Limited Partner for Distributions.** Limited Partners will not be liable under Delaware law for the Investment Partnership's debts, except that a Limited Partner which has received a distribution from the Investment Partnership may be liable to the Investment Partnership for an amount equal to such distribution if at the time of such distribution the Limited Partner knew that the Investment Partnership was prohibited from making such distributions under Delaware law.

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- **Lack of Separate Representation.** Neither the Investment Partnership Agreement nor any of the agreements, contracts and arrangements between the Investment Partnership, on the one hand, and the General Partner and/or its affiliates, on the other hand, were or will be the result of arm's-length negotiations. The attorneys, accountants and others who have performed services for the Investment Partnership in connection with this offering, and who will perform services for the Investment Partnership in the future, have been and will be selected by the General Partner.
- **Change in Investment Strategies.** The investment strategies, approaches and techniques discussed herein may evolve over time due to, among other things, market developments and trends, the emergence of new or enhanced investment products, changing industry practice and/or technological innovation. As a result, these investment strategies, approaches and techniques may not reflect the investment strategies, approaches and techniques actually employed by the Investment Partnership or the Designated Managers. Nevertheless, the investments made on behalf of the Investment Partnership will be consistent with the Investment Partnership's investment objective.
- **Prior Fiscal Period Items.** In general, and notwithstanding any of the allocation rules discussed herein, if the Investment Partnership has a material item of income or loss in any fiscal period that relates to a matter or transaction occurring during a prior fiscal period, the item of income or loss may, in the sole and absolute discretion of the General Partner, be shared among the Partners (including persons who have ceased to be Partners) in accordance with their interest in the Investment Partnership during the prior period. A person who has ceased to be a Partner will be liable for its proportionate share of prior fiscal period items and will pay such share on demand, but the amount to be paid will not exceed the amount of such Partner's capital account at the time such prior fiscal period item arose.
- **Credit Facility.** The Investment Partnership may in the future enter into one or more credit facilities, repurchase transactions or similar arrangements pursuant to which the Investment Partnership may grant security over its assets in order to borrow or otherwise have access to funds on a short-term basis, as determined by the General Partner in its sole and absolute discretion. Generally, such funds are utilized to help manage cash flows relating to the Investment Partnership's investments, withdrawal requests and hedging activities, if applicable. The Investment Partnership bears all of the costs and expenses incurred in connection therewith, including any

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interest expense charged on funds borrowed or otherwise accessed. The leverage potentially created by such transactions could result in higher gains or larger losses and otherwise affect the operating results of the Investment Partnership. In addition, the lender or counterparty, as the case may be, may have a security interest in all or a portion of the Investment Partnership's assets. In the event that the Investment Partnership defaults under any such arrangement, such lender or counterparty will have the right to become the owner of all or that portion of the Investment Partnership's assets secured pursuant to such arrangement. If such arrangement is terminated, the Investment Partnership's ability to meet its investment objective may be adversely impaired.

Item 9. Disciplinary Information

FCC and its management persons have not been involved in legal or disciplinary events related to past or present investment clients. Moreover, neither FCC nor any management person are not currently or previously been involved in any legal or disciplinary events in the past ten (10) years that are material to its advisory business or the integrity of its management.

Item 10. Other Financial Industry Activities and Affiliations

Item 10A. Dual Registration

Certain of FCC's Principals and/or Associated Persons, in their individual capacities are also registered representatives of First Capital Equities, Ltd. ("FCE") an SEC registered and FINRA member broker-dealer affiliated with FCC, to implement investment recommendations on a fully-disclosed commission basis.

Item 10B. CFTC Registration

Neither FCC, nor its representatives, are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or a representative of the foregoing.

Item 10C8. LICENSED INSURANCE AGENCY/AGENT

FCC has arrangements that are material to its advisory or its clients with a related person who is an insurance agent. In this regard, FCC's principals, David Schwartz &

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Arthur Lipman are licensed insurance agents, and in such capacity, may introduce clients to insurance agencies to obtain certain insurance-related products on a fully-disclosed basis.

Accordingly, FCC does not exercise any discretionary authority with respect to a client's decision to obtain such insurance-related products, but may receive fees in connection therewith. With respect to the purchase of any variable annuity, the client will also incur a charge imposed directly by the insurance company, the details of which will be presented to the client separately in connection with the sale of the insurance product.

The recommendation by FCC's principals that a client purchase an insurance commission product presents a conflict of interest, as the receipt of commissions may provide an incentive to recommend insurance products based on commissions to be received, rather than on a particular client's need. However, no client is under any obligation to purchase any commission products from FCC or its principals. Clients are reminded that they may purchase insurance products recommended by FCC through other, non-affiliated insurance agents.

FCC's Chief Compliance Officer, David Schwartz, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.

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

Item 11A. Code of Ethics

FCC maintains an investment policy relative to personal securities transactions. This investment policy is part of FCC's overall Code of Ethics, which serves to establish a standard of business conduct for all of FCC's members that is based upon fundamental principles of openness, integrity, honesty and trust, a copy of which is available upon request.

In accordance with Section 204A of the Investment Advisers Act of 1940, FCC also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by FCC or any person associated with FCC.

Item 11B. Material Interest

FCC's principals act as general partners in a partnership in which they solicit client investments. Please see response to Item 6, Performance-Based Fees & Side-By-Side Management.

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Item 11C. Personal Trading

FCC and/or representatives of FCC may buy or sell securities that are also recommended to clients. This practice may create a situation where FCC and/or representatives of the firm are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a potential conflict of interest. Practices such as “scalping” (i.e., a practice whereby the owner of shares of a security recommends that security for investment and then immediately sells it at a profit upon the rise in the market price which follows the recommendation) could take place if FCC did not have adequate policies in place to detect such activities. In addition, this requirement can help detect insider trading, “front-running” (i.e., personal trades executed prior to those of the FCC’s clients) and other potentially abusive practices.

FCC has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of FCC’s “Access Persons”. FCC’s securities transaction policy requires that Access Person of FCC must provide the Chief Compliance Officer or his/her designee with a written report of the their current securities holdings within ten (10) days after becoming an Access Person. Additionally, each Access Person must provide the Chief Compliance Officer or his/her designee with a written report of the Access Person’s current securities holdings at least once each twelve (12) month period thereafter on a date FCC selects; provided, however that at any time that FCC has only one Access Person, he or she shall not be required to submit any securities report described above.

Item 11D. Potential Conflict of Interest

FCC and/or representatives of FCC may buy or sell securities, at or around the same time as those securities are recommended to clients. This practice creates a situation where FCC and/or representatives of the firm are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a potential conflict of interest. As indicated above in Item 11C, FCC has a personal securities transaction policy in place to monitor the personal securities transaction and securities holdings of each of Registrant’s Access Persons.

FCC has implemented an investment policy relative to personal securities transactions. This investment policy is part of Applicant's overall Code of Ethics which serves to establish a standard of business conduct for all of FCC’s members that is based upon fundamental principles of openness, integrity, honesty and trust.

In accordance with Section 204A of the Investment Advisers Act of 1940, FCC also maintains and enforces written policies reasonably designed to prevent the misuse of material nonpublic information by FCC or any person associated with FCC.

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Although commissions generated by the purchase of securities and insurance products through FCC or its members may or may not cause its recommendations to be free from self-interest, or a conflict of interest, the client is under no obligation to accept or implement the Applicant's recommendations.

Item 12. Brokerage Practices

Item 12A. Selecting Brokerage Firms

Clients can engage FCC's principal and/or associated persons, in their individual capacities as registered representatives of First Capital Equities, Ltd. ("FCE") an SEC registered and FINRA member broker-dealer affiliated with FCC, to implement investment recommendations on a fully-disclosed commission basis.

In the event the client chooses to purchase investment products through FCE, brokerage commissions will be charged by FCE to effect securities transactions, a portion of which commissions shall be paid by FCE to the applicable principal and/or associated persons. The brokerage commissions charged by FCE may be higher or lower than those charged by other broker-dealers.

In addition, FCE, as well as to the applicable principal and/or associated persons, relative to commission mutual fund purchases, may also receive additional ongoing 12b-1 trailing commission compensation directly from the mutual fund company during the period that the client maintains the mutual fund investment.

Factors that FCC considers in recommending APFS (or any other broker/dealer-custodian to clients) include historical relationship with FCC, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by FCC's clients shall comply with FCC's duty to obtain best execution, a client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where FCC determines, in good faith, that the commission/transaction fee is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker/dealer services, including the value of research provided, execution capability, commission rates, and responsiveness.

Accordingly, although FCC will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, FCC's investment management fee.

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Item 12A1a. Research and Other Soft Dollar Benefits

Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, FCC may receive from its broker-dealer/custodians without cost (and/or at a discount) support services and/or products, certain of which assist FCC to better monitor and service client accounts maintained at such institutions. Included within the support services that may be obtained by FCC may be investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support, computer hardware and/or software and/or other products used by FCC in furtherance of its investment advisory business operations.

As indicated above, certain of the support services and/or products that may be received may assist FCC in managing and administering client accounts. Others do not directly provide such assistance, but rather assist FCC to manage and further develop its business enterprise. FCC's clients do not pay more for investment transactions effected and/or assets maintained at its broker-dealer/custodians as a result of this arrangement. There is no corresponding commitment made by FCC to its broker-dealer/custodians to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as result of the above arrangement.

FCC's Chief Compliance Officer, David Schwartz, remains available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding perceived conflict of interest such arrangement may create.

Item 12A2. Brokerage for Client Referrals.

FCC may receive referrals from broker-dealers.

Item 12A3. Directed Brokerage

FCC does not generally accept directed brokerage arrangements (when a client requires that account transactions be effected through a specific broker-dealer). In such client directed arrangements, the client will negotiate terms and arrangements for their account with that broker-dealer, and FCC will not seek better execution services or prices from other broker-dealers or be able to "batch" the client's transactions for execution through other broker-dealers with orders for other accounts managed by FCC. As a result, client may pay higher commissions or other

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transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.

Please Note: In the event that the client directs FCC to effect securities transactions for the client's accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through alternative clearing arrangements that may be available through FCC.

FCC's Chief Compliance Officer, David Schwartz, remains available to address any questions that a client or prospective client may have regarding the above arrangement.

To the extent that FCC provides investment management services to its clients, the transactions for each client account generally will be effected independently, unless FCC decides to purchase or sell the same securities for several clients at approximately the same time. FCC may (but is not obligated to) combine or "bunch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among FCC's clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders placed for each client account on any given day. FCC shall not receive any additional compensation or remuneration as a result of such aggregation.

Item 13. Review of Accounts

Item 13A. Periodic Reviews

Account reviews are performed at monthly and quarterly meetings to determine asset allocation portfolio mixes by FCC's Investment Committee. The committee is chaired by the CIO and meets monthly. It is charged with approving and terminating managers, setting strategic asset allocations and reviewing individual manager risk profiles. In addition, the committee makes determinations as to portfolio allocations by strategy that is implemented by the Portfolio Management Group.

Client can engage FCC to review their plan annually. These reviews and updates may or may not include investment advice depending upon the investment climate and their financial situation.

Item 13B. Review Triggers

Other conditions that may trigger a review are changes in the tax laws, new investment information, and changes in a client's own situation.

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Item 13C. Regular Reports

Designated supervisory personnel consider the client's current security positions and the likelihood that the performance of each security will contribute to the investment objectives of the client. These reviews and updates may or may not include investment advice depending upon the investment climate and their financial situation.

Clients receive periodic communications on at least an annual basis. Advisory Service Agreement clients, Investment Management clients, and Retainer Agreement clients receive written quarterly updates.

The written updates may include a net worth statement, portfolio statement, tax return (if the client requests tax preparation services), and a summary of objectives and progress towards meeting those objectives.

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Item 14A. Client Referrals and Other Compensation

As referenced above, FCC may receive an indirect economic benefit from custodians. FCC, without cost (and/or at a discount), may receive support services and/or products from custodians. FCC's clients do not pay more for investment transactions effected and/or assets maintained at custodians as a result of this arrangement. There is no corresponding commitment made by FCC to custodian or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as result of the above arrangement.

FCC's Chief Compliance Officer, David Schwartz remains available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding perceived conflict of interest any such arrangement may create.

Item 14B. Other Compensation

If a client is introduced to FCC by either an unaffiliated or an affiliated solicitor, FCC may pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940, and any corresponding state securities law requirements. Any such referral fee shall be paid solely from FCC's investment management fee, and shall not result in any additional charge to the client.

If the client is introduced to FCC by an unaffiliated solicitor, the solicitor, at the time of the solicitation, shall disclose the nature of his/her/its solicitor relationship, and shall provide each prospective client with a copy of FCC's written Brochure with a copy of the written disclosure statement from the solicitor to the client disclosing the terms of the solicitation arrangement between FCC and the solicitor, including the compensation to be received by the solicitor from FCC

Item 15. Custody

FCC shall have the ability to have its advisory fee for each client debited by the custodian on a quarterly basis. Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. FCC may also provide a written periodic report summarizing account activity and performance.

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Please Note: To the extent that FCC provides clients with periodic account statements or reports, the client is urged to compare any statement or report provided by FCC with the account statements received from the account custodian.

Please Also Note: The account custodian does not verify the accuracy of FCC's advisory fee calculation.

For Excelsior Limited Investment Partnerships:

All Limited Partners will be sent: (i) annual audited financial statements, (ii) unaudited quarterly financial statements, (iii) a quarterly statement of the Limited Partner's capital account and a letter from the General Partner discussing the results of the Investment Partnership for the quarter just ended, and (iv) copies of such Limited Partner's Schedule K-1 to the Investment Partnership's tax returns. Certain Limited Partners may have additional and/or different access to information than specified in the private placement memorandum as a result of the creation of additional Classes or pursuant to side letters entered into by the Investment Partnership and/or the General Partner.

Item 16. Investment Discretion

The client can determine to engage FCC to provide investment advisory services on a discretionary basis. Prior to FCC assuming discretionary authority over a client's account, client shall be required to execute an Investment Advisory Agreement, naming FCC as client's attorney and agent in fact, granting FCC full authority to buy, sell, or otherwise effect investment transactions involving the assets in the client's name found in the discretionary account.

Clients who engage FCC on a discretionary basis may, at anytime, impose restrictions, in writing, on FCC's discretionary authority. (i.e. limit the types/amounts of particular securities purchased for their account, exclude the ability to purchase securities with an inverse relationship to the market, limit or proscribe FCC's use of margin, etc.).

Item 17. Voting Client Securities

FCC has engaged with a third-party vendor, EC Proxy Voting Service ("EC") to assist it in the exercise of voting client securities. Upon receipt of a proxy, EC will vote and

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record the data. EC will vote all proxies in a timely manner and consistent with written guidelines provided by FCC.

GUIDELINES

FCC has established proxy voting guidelines with EC that are detailed in a report.

The following general issues are expanded in detail when necessary:

- General Issues
- Board of Directors
- Ratification of Auditors
- Proxy Contests
- Proxy Contest Defenses
- Tender Offer Defenses
- Miscellaneous Governance Provisions
- Capital Structure
- Executive and Director Compensation
- State of Incorporation
- Mergers and Restructures
- Mutual/Closed End Fund Proxies
- Issues with Moral and Social Implications
- Miscellaneous Issues

The proxy voting guidelines report is available to clients upon request.

However, under no circumstances will EC vote any proxy or take any action in connection with mergers, acquisitions, tender offers or bankruptcy proceedings, or any other occurrences which may affect the assets unless expressly authorized by FCC.

EC shall keep and maintain for five (5) years from the date of any action, complete and accurate records of all action taken by it pursuant to the terms of a fully executed contractual agreement. Upon request, EC will provide FCC with reports of such actions, such reports to identify the accounts voted, voting positions taken and justification for those positions, and the date the proxy was voted.

If a conflict of interest exists, it will be disclosed to the Client.

Item 18. Financial Information

Item 18A. Pre-Payment

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FCC does not solicit fees of more than \$1,200, per client, six months or more in advance.

Item 18B. Financial Condition

FCC is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts.

Item 18C. Bankruptcy Petition

FCC has not been the subject of a bankruptcy petition.

ANY QUESTIONS: FCC's Chief Compliance Officer, David Schwartz, remains available to address any questions that a client may have regarding the above disclosures and arrangements.