

**WRAP FEE PROGRAM BROCHURE**

**FORM ADV PART 2A  
APPENDIX 1**

**Howard Capital Management, Inc.**

**555 Sun Valley Drive, Suite B4  
Roswell, GA 30076  
phone: 770.642.4902  
fax: 770.642.4906**

**[www.howardcm.com](http://www.howardcm.com)  
[www.hcm401optimizer.com](http://www.hcm401optimizer.com)**

**October 22, 2014**

**This brochure provides information about the qualifications and business practices of Howard Capital Management, Inc. If you have any questions about the contents of this brochure, please contact us at 770.642.4902. 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 Howard Capital Management, Inc. is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The searchable IARD/CRD number for Howard Capital Management, Inc. is 118070. Howard Capital Management, Inc. is a registered investment adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.**

## Item 2      **Summary of Material Changes**

Form ADV Part 2, including Appendix 1, requires registered investment advisers to amend their brochure when information becomes materially inaccurate. If there are any material changes to an adviser's disclosure brochure, the adviser is required to notify you and provide you with a description of the material changes.

Since our last annual updating amendment dated February 20, 2013, we amended our brochure to disclose that if we received unearned pre-paid fees upon terminating your agreement with our firm, we will provide you with a refund upon your request.

On August 12, 2014 we amended the Form ADV to disclose that the firm is the investment adviser to a HCM Tactical Growth Fund, a registered investment company under the Investment Company Act of 1940. Among other information, we included language disclosing that if you have engaged us for discretionary management services, we may invest a percentage of your assets in the Fund without further approval from you. Because we receive compensation from the Fund, we have a financial incentive to invest client assets in the Fund or to recommend that clients invest in the Fund.

## Item 3 Table of Contents

Item 1 Cover Page	Page 1
Item 2 Summary of Material Changes	Page 2
Item 3 Table of Contents	Page 3
Item 4 Services, Fees and Compensation	Page 4
Item 5 Account Requirements and Types of Clients	Page 9
Item 6 Portfolio Manager Selection and Evaluation	Page 9
Item 7 Client Information Provided to Portfolio Managers	Page 11
Item 8 Client Contact with Portfolio Managers	Page 11
Item 9 Additional Information	Page 11

## Item 4 Services, Fees and Compensation

Howard Capital Management, Inc. is a registered investment adviser based in Roswell, Georgia. We are organized as a corporation under the laws of the State of Delaware. We have been providing investment advisory services since 1999. Ronald Vance Howard is our firm's principal owner through Howard CM Holdings, Inc.

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

We offer the following wrap-fee program (the "Program") to prospective and existing advisory clients. We administer the wrap-fee program in our capacity as Sponsor and investment manager to the program. A "wrap-fee" program is a type of investment program that provides clients with investment management and brokerage services for one all-inclusive fee. If you participate in our wrap fee program, you will pay our firm a single fee, which includes our money management fees, certain transaction costs, and custodial and administrative costs. You are not charged separate fees for the respective components of the total services. We receive a portion of the wrap fee for our services. The overall cost you will incur if you participate in our wrap fee program may be higher or lower than you might incur by separately purchasing the types of securities available in the program.

Prior to becoming a client under the wrap-fee program, you will be required to enter into a separate written agreement with us that sets forth the terms and conditions of the engagement and describes the scope of the services to be provided, and the fees to be paid.

We will review, analyze, recommend, develop plan(s) concerning, and, as directed by you, supervise the purchase and sale of, your financial assets. You will authorize our firm to exercise discretion to determine the securities, and amount of securities, to be purchased or sold for your account, in accordance with the terms and conditions of the advisory agreement between you and our firm (hereinafter the "Advisory Agreement").

We may provide any number of services, including but not necessarily limited to: asset management, portfolio analysis and asset allocation services, in each case based on your investment objectives and financial circumstances.

Many clients are referred to our firm by an outside, unaffiliated person, such as registered representatives of broker-dealers, financial planners and CPAs (each a "Referring Entity"), with whom the client has an established relationship. Please refer to the "client Referrals and Other Compensation" section of this brochure for information regarding such arrangements.

We ask clients to complete our Investor Profile (investor questionnaire) at the beginning of our engagement; however, if you have been referred to our firm by a Referring Entity, the Referring Entity may have used a questionnaire separate from our Investor Profile and has determined suitability based on the information contained therein. In such instances, we rely upon the Referring Entity and you to determine the goals and objectives of the portfolio in question. In any case, it is the Referring Entity and/or your responsibility to promptly notify our firm of any changes in your financial condition that would necessitate a change in your investment objective.

Fees : Fees are negotiable depending upon your individual facts and circumstances (i.e., size of account, length of time with our firm, etc.) and at our sole discretion. Our typical fee schedule, based on the percentage of your assets we manage, is as follows:

Assets Under Management	Annual Fee
Up to \$500,000	2.2%*
Next \$500,000	1.7%
Above \$1,000,000	1.2%

*\*The highest advisory fee rate charged (2.2% of assets under management) may be higher than the rates charged by other advisers for comparable services.*

The advisory fee will be based upon the total asset value of the securities under management in the account. Fees will be charged according to the Advisory Agreement. In the event fees are paid in advance in order to retain our services, we agree to provide you with a refund of any unearned fees upon request and upon termination of the Advisory Agreement. Any fees payable by you shall be for services actually rendered by our firm. We will deduct our fee directly from your account through the qualified custodian holding your funds and securities. We will deduct our advisory fee only when you have given our firm written authorization permitting the fees to be paid directly from your account. Further, the qualified custodian will deliver an account statement to you at least quarterly. These account statements will show all disbursements from your account. You should review all statements for accuracy.

Fees may be negotiable under certain circumstances, at our sole discretion. Depending on individual arrangements made, fees paid by one client may be higher or lower than fees paid by another client under similar circumstances.

Under the Program, we generally require you to grant our firm discretion over the selection and amount of securities to be purchased or sold for your account(s) without obtaining your consent or approval prior to each transaction.

Depending upon the percentage wrap-fee charged by our firm (as described more fully below), the amount of portfolio activity in your account, and the value of custodial and other services provided, the wrap-fee may or may not exceed the aggregate cost of such services if they were to be provided separately and/or if we were to negotiate transaction fees and seek best price and execution of transactions for your individual account. Inasmuch as the execution costs for transactions effected in your account will be paid by our firm, a conflict of interest arises in that we may have a disincentive to trade securities in your account.

### **Changes in Your Financial Circumstances**

In providing the contracted services, we are not required to verify any information we receive from you or from your other professionals (e.g. attorney, accountant, etc.) and we are expressly authorized to rely on the information you provide. Furthermore, unless you indicate to the contrary, we shall assume that there are no restrictions on our services, other than to manage your account in accordance with your designated investment objectives. Moreover, it remains your absolute responsibility to promptly notify us if there are ever any changes in your financial situation or investment objectives for the purpose of reviewing/evaluating/revising our previous recommendations and/or services.

**Termination of Advisory Relationship :** You or our firm may terminate these services at any time and for any reason, upon thirty (30) days written notice to the other party. Upon notice of termination, we will await further instructions from you as to what steps you request to liquidate and/or transfer the portfolio and remit the proceeds. Upon instructions received, we will instruct brokers, dealers, mutual fund sponsors, and others to liquidate and/or transfer the portfolio and remit proceeds to you. A refund of our unearned advisory fee, if any, will be made on a prorated basis as determined by our firm. Additionally, you may terminate our services within five business days of signing the Advisory Agreement without incurring any charges.

### **Wrap Fee Program Disclosures**

- The benefits under a wrap fee program depend, in part, upon the size of the Account, the management fee charged and the number of transactions likely to be generated in the Account. For example, a wrap fee program may not be suitable for Accounts with little trading activity. In order to evaluate whether a wrap fee program is suitable for you, you should compare the program fee and any other costs of the Program with the amounts that would be charged by other advisers, broker-dealers, and custodians, for advisory fees, brokerage and other execution costs, and custodial services comparable to those provided under the Program.
- In considering the investment programs described in this brochure, you should be aware that participating in a wrap fee program may cost more or less than the cost of purchasing advisory, brokerage, and custodial services separately from other advisers or broker-dealers.
- Our firm and Representatives do not receive compensation as a result of your participation in the wrap-fee program apart from the advisory fees you pay to our firm.
- Similar advisory services may be available from other registered investment advisers for lower fees.

### **Additional Fees and Expenses**

The fees that you pay to our firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds (described in each fund's prospectus) to their shareholders. Fees charged by mutual funds will generally include a management fee, other fund expenses, and a possible distribution fee. If the fund also imposes sales charges, you may pay an initial or deferred sales charge.

In addition to the aforementioned, there may be other costs assessed, which are not included in the Program, such as national securities exchange fees, charges for transactions with respect to assets not executed through the custodian, costs associated with exchanging currencies, account administrative fee, wire transfer fees or other fees required by law. The Program may cost you more or less than purchasing such services separately.

You should consider that, depending upon the level of the fee charged, the amount of portfolio activity in your account, the value of services that are provided under the Program, and other factors, the Program fee may or may not exceed the aggregate cost of such services if they were to be provided separately.

### **Brokerage Practices**

We will recommend firms that provide brokerage and custodial services to you if you are in need of such services. You will not be responsible for transaction fees as they are included in the Wrap Fee Program fee; however, you will be responsible for any account administrative fee imposed by the broker-dealer and/or custodian.

**Recommendations to use TD Ameritrade**

We may recommend that you use TD Ameritrade, Inc., member FINRA/SIPC/NFA. TD Ameritrade is an independent and unaffiliated SEC-registered broker-dealer. TD Ameritrade offers to independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions. We receive some benefits from TD Ameritrade through its participation in the program.

We participate in the TD Ameritrade Institutional program through which we receive some benefits from TD Ameritrade. There is no direct link between our participation in the program and the investment advice we provide to you, although we do receive economic benefits through our participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations ; research related products and tools; consulting services; access to a trading desk serving adviser participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to our firm by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by our associated persons. Some of the products and services made available by TD Ameritrade through the program may benefit our firm and/or associated persons but may not benefit you or your accounts. These products or services may assist our firm in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help us manage and further develop our business enterprise. The benefits we receive through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of our fiduciary duty to clients, we endeavor at all times to put the interests of our clients first. You should be aware; however, that the receipt of economic benefits by our firm or our associated persons itself creates a conflict of interest and may indirectly influence our choice of TD Ameritrade for custody and brokerage services.

**Brokerage for Client Referrals**

We receive client referrals from broker-dealers in exchange for cash compensation; however, we do not recommend broker-dealers to our clients based on client referrals. For information on our client referral arrangements, please refer to the "Client Referrals and Other Compensation" section of this Brochure.

**Block Trades**

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

We may combine multiple orders for shares of the same securities purchased for advisory accounts we manage (this practice is commonly referred to as "block trading") when advantageous to clients whose accounts have a need to buy or sell shares of the same security. This blocking of trades permits the

trading of aggregate blocks of securities composed of assets from multiple client accounts, so long as transaction costs are shared equally and on a pro-rata basis between all accounts included in any such block. Block trading allows our firm to execute equity trades in a timelier, equitable manner, and may reduce overall costs to clients.

We will only aggregate transactions when we believe that aggregation is consistent with our duty to seek best execution for our clients, and is consistent with the terms of the Advisory Agreement with each client for which trades are being aggregated. In general, block trades are executed on a model by model basis. Therefore, we will execute a separate block trade for each asset allocation model. No advisory client will be favored over any other client participating in the block trade; each client that participates in an aggregated order will participate at the average share price for the transaction, and transaction costs are generally shared pro-rata based on each client's participation in the transaction. On occasion, owing to the size of a particular account's pro rata share of an order or other factors, the commission or transaction fee charged could be above or below a breakpoint in a pre-determined commission or fee schedule set by the executing broker, and therefore transaction charges may vary slightly among accounts. Average share prices and transaction costs may differ between accounts held at different custodians. In addition, because our firm executes a separate block trade for each asset allocation model, a security may be executed at different prices on the same day if the security is held in more than one asset allocation model per custodian. Accounts may be excluded from a block trade due to tax considerations, client direction or other factors making the account's participation ineligible or impractical.

If an order is partially filled, it will generally be allocated pro rata, or randomly in certain circumstances. Our books and records will separately reflect, for each client account, the orders of which are aggregated, the securities held by and bought and sold for that account. Funds and securities of clients whose orders are aggregated will be deposited with one or more banks or broker-dealers, and neither the clients' cash nor their securities will be held collectively any longer than is necessary to settle the transaction on a delivery versus payment basis; cash or securities held collectively for clients will be delivered out to the custodian bank or broker-dealer as soon as practicable following the settlement, and we will receive no additional compensation or remuneration of any kind as a result of the proposed aggregation.

Many mutual funds impose short-term redemption fees. Many of our clients have asked us to manage their accounts either directly at a mutual fund family or variable annuity group, or have placed their assets on a brokerage platform where we may use mutual funds as part of the client's allocation. Our philosophy is to invest client accounts in the appropriate mix of investments under the current market conditions. As those conditions change and our investment work changes, client allocations are adjusted. Because our approach is active, there may be instances where the short-term redemption fee is incurred (especially on new accounts).



## Item 5 Account Requirements and Types of Clients

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

In general, there is no minimum we require to open and maintain an advisory account, but we charge a set-up fee of 3% (subject to a maximum of \$300) to open accounts under \$25,000.

## Item 6 Portfolio Manager Selection and Evaluation

### Performance-Based Fees and Side-by-Side Management

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

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

### Methods of Analysis, Investment Strategies and Risk of Loss

We use a proprietary market indicator, the HCM-BuyLine, in managing clients' accounts. Our investment strategies are designed to protect capital in market downturns while using our tactical approach to seek to outperform the major indices during market upswings. The HCM-BuyLine tells us when and how much to invest in equities. Simply put, it gives us an objective indicator of the intermediate-term trend of the market. If the bulls are in control, our strategy is to invest capital in equities in order to take advantage of the gains a bull market can possibly bring. However, if the bears are in control, we typically move our clients' capital to the safety of money markets or short-term bonds.

Not every HCM-BuyLine® buy and sell will result in a profitable trade. However, there have been situations in the past in which HCM reduced clients' exposure to equities during market downturns by following an HCM-BuyLine® signal, thereby preserving capital. There can be no assurance that the HCM-BuyLine® indicator will protect a portfolio from loss of capital. An important goal of the HCM-BuyLine® is to outperform the market on a long-term basis. The reason is the mathematics of gains and losses. For example, a portfolio which suffers a 30% loss takes a 43% gain to return to the previous portfolio value.

The HCM-BuyLine® is a reactive indicator, not a proactive one. It will not catch the first 5-10% of a bull or bear move. Ideally, it will avoid most of the downtrends and catch the vast bulk of the uptrends. There may be times when the use of the indicator will result in a loss when we re-enter the market. Other times, there may be a modest positive impact. When severe downtrends occur, however, such as in 2000-2002 and 2007-2008, it has the potential to make a significant difference in portfolio performance. Naturally, there can be no guarantee that the HCM-BuyLine® indicator will perform as anticipated. All investment approaches have the potential for loss as well as gain.

We may also use one or more of the following methods of analysis or investment strategies when providing investment advice to you:

- **Fundamental Analysis** - involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company's industry. The resulting data is used to measure the true value of the company's stock compared to the current market value.
- **Technical Analysis** - involves studying past price patterns and trends in the financial markets to predict the direction of both the overall market and specific stocks.
- **Short Term Purchases** - securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short-term price fluctuations.

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

The risk of market timing based on technical analysis is that charts may not accurately predict future price movements. Current prices of securities may reflect all information known about the security and day to day changes in market prices of securities may follow random patterns and may not be predictable with any reliable degree of accuracy. The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.

We may use investment strategies that involve buying and selling securities frequently in an effort to capture significant market gains and avoid significant losses during a volatile market. However, frequent trading can negatively affect investment performance, particularly through increased brokerage and other transactional costs and taxes.

Our strategies and investments may have unique and significant tax implications. However, tax efficiency is not our primary consideration in the management of your assets. Regardless of your account size or any other factors, we strongly recommend that you continuously consult with a tax professional prior to and throughout the investing of your assets.

Moreover, as a result of revised IRS regulations, custodians and broker-dealers will begin reporting the cost basis of equities acquired in client accounts on or after January 1, 2011. Your custodian will default to the FIFO (First-In First-Out) accounting method for calculating the cost basis of your investments. You are responsible for contacting your tax advisor to determine if this accounting method is the right choice for you. If your tax advisor believes another accounting method is more advantageous, please provide written notice to our firm immediately and we will alert your account custodian of your individually selected accounting method. Please note that decisions about cost basis accounting methods will need to be made before trades settle, as the cost basis method cannot be changed after settlement.

### **Risk of Loss**

Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. Although we have been successful in the past in reducing risk in our clients' accounts prior to down markets, investing in securities markets entails the risk of loss. Accordingly, you should invest with a

long-term time frame and understand that we cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

### **Proxy Voting**

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

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

## **Item 7 Client Information Provided to Portfolio Managers**

We do not share your private information with other portfolio managers as we are the Sponsor and sole portfolio manager of the Program.

## **Item 8 Client Contact with Portfolio Managers**

Without restriction, you have reasonable access to contact and consult with our firm and our Associated Persons to discuss your account.

## **Item 9 Additional Information**

### **Disciplinary Information**

Neither our firm nor our principal owners have any legal or disciplinary events which are required to be disclosed in this brochure.

### **Arrangements with Affiliated Entities**

We advise some clients and prospective clients to invest in the HCM Tactical Growth Fund ("the Fund"). The Fund is a registered investment company which has contracted with our firm to be the investment adviser. The Fund is managed on a day to day basis by Vance Howard, President of our firm. Portfolio management clients of our firm may be invested in the Fund.

The arrangement between our firm and the Fund presents a conflict of interest because we may have financial incentive to recommend our the Fund. While we believe that compensation charged by the Fund is competitive, such compensation may be higher than fees charged by other Funds. You are under no obligation to invest in the Fund.

### **Description of Our Code of Ethics**

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

policies reasonably designed to prevent the misuse or dissemination of material, non-public information about you or your account holdings by persons associated with our firm. Clients or prospective clients may obtain a copy of our Code of Ethics by contacting us at the telephone number on the cover page of this brochure.

### **Participation or Interest in Client Transactions**

We are the investment adviser to HCM Tactical Growth Fund, a registered investment company ("mutual fund") in which you may be solicited to invest. Persons associated with our firm may have significant investments in the Fund. If you are an investor in the Fund, please refer to the fund's offering documents for detailed disclosures regarding the Fund. Additionally, individuals associated with our firm may buy or sell - for their personal account(s) - investment products identical to those purchased by the Fund. This practice may create a conflict of interest because we have the ability to trade ahead of the Fund and potentially receive more favorable prices than the fund will receive. To eliminate this conflict of interest, it is our policy that neither our associated persons nor we shall have priority over the Fund in the purchase or sale of securities.

### **Personal Trading Practices**

Neither our firm nor any of our Associated Persons has any material financial interest in client transactions beyond the provision of investment advisory services as disclosed in this brochure.

### **Reviews of Accounts**

R. Vance Howard, President and John Marion, Chief Compliance Officer, monitor client accounts on an ongoing basis. They will monitor the performance of the models in which clients participate and will rebalance clients' positions based on the models. If a client informs us of a change in his or her risk tolerance, we will adjust the account accordingly. In the cases of security specific events and market moving events, we will make adjustments at the model level. Mr. Howard is responsible for overseeing all account reviews.

You will receive trade confirmations and monthly or quarterly statements from your account custodian(s). We may assist you in interpreting and/or compiling statements/reports and transferring relevant information onto the appropriate place on your financial statements as part of the review process.

### **Client Referrals and Other Compensation**

We have several arrangements wherein compensation is paid to unaffiliated third parties. Some of these third parties include broker-dealers. These broker-dealers will direct our firm to use the brokerage and custodial services of either Folio *fn* Investments, Inc., member FINRA/SIPC or Pershing LLC, member FINRA/NYSE/SIPC. Where the referring broker-dealer does not direct us to use a particular broker-dealer, we will generally use Folio *fn* Investments, Inc. Clients whose accounts are custodied with Folio *fn* Investments, Inc. will be charged a wrap fee in lieu of a per transaction fee for trade execution in accordance with this wrap fee program brochure.

Compensating unaffiliated third parties for client referrals may serve as an inducement to refer clients to our firm, and therefore may present a conflict of interest. The general circumstances for such payment are as follows:

- (1) We may from time to time pay compensation to unaffiliated third parties for referring clients to our firm. Such arrangements are disclosed in writing to the referred client at the time the referral is made.
- (2) We may from time to time enter into agreements with broker-dealers wherein we pay a fee to the broker-dealer in exchange for access to the representatives of the broker-dealer. Such access includes opportunities to speak in groups of representatives, participate in conferences sponsored by the

broker-dealer, counsel with individual representatives, and provide our firm's marketing material to representatives who may choose to refer clients to our firm. This fee is normally calculated based on a percentage of revenue generated by client relationships resulting from such referrals or is based on a fixed fee agreement. Under certain of these arrangements, when a predetermined level of assets under management is reached, this fee may be increased.

(3) We may cover certain administrative costs, which would normally be borne by a Referring Entity. Our payment of such costs will naturally increase the net revenue to the Referring Entity, and therefore gives the Referring Entity an incentive to refer clients to our firm instead of alternate advisors.

In addition, we have entered into a solicitation arrangement with First Allied Advisory Services ("FAAS") whereby we will compensate FAAS for client referrals. A conflict of interest may exist to the extent an indirect owner of our firm may indirectly receive compensation for referrals from FAAS in connection with his affiliation with FAAS.

**Financial Information**

We are not required to provide financial information to our clients, because we do not require the prepayment of fees in excess of \$1,200 for more than six months in advance; we do not take custody of client funds or securities; and, we do not have a financial condition that is reasonably likely to impair our ability to meet our commitments to you.