

**Schedule F of
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant:

CBC CAPITAL
PARTNERS, LTD

SEC File Number:

Date:

9/13/2007

(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV:
CBC CAPITAL PARTNERS, LTD.

IRS Empl. Ident. No.:
42-1588912

Item of Form

Answer

Item 1. D

Advisor will generally recommend that accounts executing transactions in equity securities be maintained at Charles Schwab. Factors which Advisor considers in recommending Schwab to clients are Schwab's financial strength, reputation, execution, pricing, reporting, research, and service. Prior to Advisor providing advisory services, the client will be required to enter into a formal *Investment Advisory Agreement* with Advisor setting forth the terms and conditions under which Advisor shall manage the client's assets, and a separate custodial/clearing agreement with Schwab. Those clients that choose to participate in real estate or limited partnership transactions will maintain accounts with Cullum & Burks Securities, Inc. which clears its securities transactions through RBC Dain Rauscher. Cullum & Burks Securities, Inc. was selected by Advisor to execute this type of business on the basis of its expertise and service in this area and its research and access to issuers.

Both Advisor's investment advisory agreement and Schwab's custodial agreement may authorize Schwab to debit the account for the amount of Advisor's fee and to directly remit that fee to Advisor in accordance with required SEC procedures. In addition to Advisor's fee, the client shall also incur, relative to mutual fund purchases, charges imposed directly at the mutual fund level (i.e. fund advisory fees and expenses). The investment advisory agreement between the Registrant and the client will continue in effect unless terminated by either party by written notice in accordance with the terms and conditions of the *Investment Advisory Agreement*. Advisor's investment management fee shall be prorated through the date of termination.

Advisor's current fee schedule is as follows:

Annual Management Fee Schedule – Charged Quarterly

\$ 0 - \$ 1,000,000	.95%	Less ticket charges*
\$1,000,000 - \$ 2,000,000	.85%	Less ticket charges
\$2,000,000 - \$ 3,000,000	.75%	Less ticket charges
\$3,000,000 - \$ 4,000,000	.65%	Less ticket charges
\$4,000,000 - \$ 5,000,000	.55%	Less ticket charges
\$5,000,000+	.50%	Less ticket charges

*Ticket charges are transaction charges (charged by custodian) on buys and sells

Currently, Advisor recommends that certain clients allocate investment assets among various mutual funds, exchange traded funds ("ETFs"), or individual debt and equity securities, and real estate or limited partnership programs, as appropriate. Schwab enables Advisor to obtain many no-load mutual funds without transaction charges and other no-load and load waived funds at nominal transaction charges. The commission and/or transaction fees charged by Schwab may be higher or lower than those charged by other broker-dealers. The brokerage commissions and/or transaction fees charged by Schwab are absorbed by Advisor on behalf of Client. Other charges which may be assessed by the broker/dealer, including but not limited to wire fees, postage fees, etc. are the responsibility of Client and are in addition to Advisor's fee.

In seeking best execution, the determinative factor upon which Advisor relies 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's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Advisor will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. Although the investment research products and/or services that *may* be obtained by Registrant will generally be used to service all of Registrant's clients, a brokerage commission paid by a specific client may be used to pay for research that is not used in managing that specific client's account.

Termination:

Client acknowledges receipt of Part II of Form ADV, a disclosure statement containing the equivalent information or a disclosure statement containing at least the information required by Schedule H of Form ADV if the client is entering into a wrap fee program sponsored by Advisor. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with Advisor, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or in the case of an oral contract, otherwise signified their acceptance, any other provisions of the contract notwithstanding.

Item 6.

EDUCATION AND EMPLOYMENT FOR: CHRISTOPHER J. BENIGNO

Date of Birth: July 25, 1961

Education:

Texas A&M University - College Station, TX	BBA, Finance	1979-1984
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Employment:

CBC Capital GP, Inc.	Principal	2003-Present
Quantum Advisors	Advisor	2002-2003
Commonwealth Financial Network	Advisor	2001-2002
First Union/Everett Securities	Advisor	1998-2001
AG Edwards & Sons	Advisor	1993-1998

Item 7. B.

Advisor is also a licensed insurance agent and sells life insurance and fixed annuities with such license. Approximately ten percent of Advisor's business is allocated to these practices. Additionally, Advisor is a registered representative with Cullum & Burks Securities, Inc. and may from time to time purchase real estate, limited partnership or other private placement interests under such registration separate and distinct from his advisory activities. Approximately thirty percent of Advisor's business is allocated to registered representative activities in such capacities.

Item 8. D.

Advisor is the General Partner of CBC Capital LP, a Texas limited partnership. Advisor previously offered partnership interests in CBC Capital LP. There are currently no partnership units available for purchase in the partnership as the offering is closed.

Item 9.

Advisor has implemented an investment policy relative to personal securities transactions. This investment policy is part of Advisor's overall Code of Ethics which serves to establish a standard of business conduct for all of Advisor's Associated Persons 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, Advisor also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by the Registrant or any person associated with Advisor.

Code of Ethics

The Advisor has adopted a Code of Ethics Policy to prohibit conflicts of interest from personal trading by advisory personnel and has established standards of conduct expected of its advisory personnel. The Advisor has set forth in the Code of Ethics statement of general principle, required course of conduct, reporting obligations, and review and enforcement of the Code of Ethics Policy. The Advisor will provide a copy of the the Code of Ethics to its clients or prospective clients upon written request.

Item 12.

As previously disclosed, Advisor will typically be executing securities transactions for Client accounts through Charles Schwab (subject to the Client's right to decline and/or terminate the engagement) and any real estate or limited partnership investments through Cullum & Burks Securities, Inc. Accordingly, Advisor will not necessarily seek better execution services or prices from other broker-dealers. As a result, client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case. Advisor will be absorbing the transaction costs charged by Schwab associated with Client transactions, so these costs will not factor into the overall costs paid by Client. However, Advisor reasonably believes that the arrangements it has provided for with respect to such executions will afford Clients "best execution," from a qualitative perspective taking into consideration the full range of broker/dealer services offered, including but not limited to, the value of any research provided, execution capability, commission rates, and overall customer service level.

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