

Applicant:  
**Wealth Management Group LLC**

SEC File Number:  
**801-67868**

Date:  
**06/25/2009**  
MM/DD/YYYY

(for sponsors of wrap fee programs)

Name of wrap fee program or programs described in attached brochure:

**Private Client Group**

1. **Applicability of Schedule.** This schedule must be completed by applicants that are compensated under a wrap fee program for sponsoring, organizing, or administering the program, or for selecting, or providing advice to clients regarding the selection of, other investment advisers in the program ("sponsors"). A wrap fee program is any program under which a specified fee or fees not based directly upon transactions in a client's account is charged for investment advisory services (which may include portfolio management or advice concerning the selection of other investment advisers) and execution of client transactions.
2. **Use of Schedule.** This Schedule sets forth the information the sponsor must include in the wrap fee brochure it is required to deliver or offer to deliver to clients and prospective clients of its wrap fee programs under Rule 204-3 under the federal Advisers Act and similar rules of the jurisdictions. The wrap fee brochure prepared in response to this Schedule must be filed with the Commission and the jurisdictions as part of Form ADV by completing the identifying information on this Schedule and attaching the brochure. Brochures should be prepared separately, not on copies of this Schedule. Any wrap fee brochure filed with the Commission as part of an amendment to Form ADV shall contain in the upper right hand corner of the cover page the sponsor's registration number (801-).
3. **General Contents of Brochure.** Unlike Parts I and II of this form, this Schedule is not organized in "check-the-box" format. These instructions, including the requests for information in Item 7 below, should not be repeated in the brochure. Rather, this Schedule describes minimum disclosures that must be made in the brochure to satisfy the sponsor's duty to disclose all material facts about the sponsor and its wrap fee programs. **Nothing in this Schedule relieves the sponsor from any obligation under any provision of the federal Advisers Act or rules thereunder, or other federal or state law to disclose information to its advisory clients or prospective advisory clients not specifically required by this Schedule.**
4. **Multiple Sponsors.** If two or more persons fall within the definition of "sponsor" in Item 1 above for a single wrap fee program, only one such sponsor need complete the Schedule. The sponsors may choose among themselves the sponsor that will complete the Schedule.
5. **Omission of Inapplicable Information.** Any information not specifically required by this Schedule that is included in the brochure should be applicable to clients and prospective clients of the sponsor's wrap fee programs. If the sponsor is required to complete this Schedule with respect to more than one wrap fee program, the sponsor may omit from the brochure furnished to clients and prospective clients of any wrap fee program or programs information required by this Schedule that is not applicable to clients or prospective clients of that wrap fee program or programs. If a sponsor of more than one wrap fee program prepares separate wrap fee brochures for clients of different programs, each brochure prepared must be filed with the Commission and the jurisdictions attached to a separate copy of this Schedule. Each such brochure must state that the sponsor sponsors other wrap fee programs and state how brochures for those programs may be obtained.
6. **Updating.** Sponsors are required to file an amendment to the brochure promptly after any information in the brochure becomes materially inaccurate. Amendments may be made by use of a "sticker," *i.e.*, a supplement affixed to the brochure that indicates what information is being added or updated and states the new or revised information, as long as the resulting brochure is readable. Stickers should be dated and should be incorporated into the text of the brochure when the brochure itself is revised.
7. **Contents of Brochure.** Include in the brochure prepared in response to this Schedule:
  - (a) on the cover page, the sponsor's name, address, telephone number, and the following legend in bold type or some other prominent fashion:  

**This brochure provides clients with information about [Insert Name of Sponsor] and the [Insert Name of Program or Programs] that should be considered before becoming a client of the [Insert Name of Program or Programs]. This information has not been approved or verified by any governmental authority.**
  - (b) a table of contents reflecting the subject headings in the sponsor's brochure;
  - (c) the amount of the wrap fee charged for each program or, if fees vary according to a schedule established by the sponsor, a table setting forth the fee schedule, whether such fees are negotiable, the portion of the total fee (or the range of such amounts) paid to persons providing advice to clients regarding the purchase or sale of specific securities under the program ("portfolio managers"), and the services provided under each program (including the types of portfolio management services);

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Form ADV  
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- (d) a statement that the program may cost the client more or less than purchasing such services separately and a statement of the factors that bear upon the relative cost of the program (e.g., the cost of the services if provided separately and the trading activity in the client's account);
- (e) if applicable, a statement that the person recommending the program to the client receives compensation as a result of the client's participation in the program, that the amount of this compensation may be more than what the person would receive if the client participated in other programs of the sponsor or paid separately for investment advice, brokerage, and other services, and that the person may therefore have a financial incentive to recommend the wrap fee program over other programs or services;
- (f) a description of the nature of any fees that the client may pay in addition to the wrap fee and the circumstances under which these fees may be paid (including, if applicable, mutual fund expenses and mark-ups, mark-downs or spreads paid to market makers from whom securities were obtained by the wrap fee broker);
- (g) how the program's portfolio managers are selected and reviewed, the basis upon which portfolio managers are recommended or chosen for particular clients, and the circumstances under which the sponsor will replace or recommend the replacement of the portfolio manager;
- (h)
  - (1) if applicable, a statement to the effect that portfolio manager performance information is not reviewed by the sponsor or a third party and/or that performance information is not calculated on a uniform and consistent basis,
  - (2) if performance information is reviewed to determine its accuracy, the name of the party who reviews the information and a brief description of the nature of the review,
  - (3) a reference to any standards (i.e., industry standards or standards used solely by the sponsor) under which performance information may be calculated;
- (i) a description of the information about the client that is communicated by the sponsor to the client's portfolio manager, and how often or under what circumstances the sponsor provides updated information about the client to the portfolio manager;
- (j) any restrictions on the ability of clients to contact and consult with portfolio managers;
- (k) in narrative text, the information required by Items 7 and 8 of Part II of this form and, as applicable to clients of the wrap fee program, the information required by Items 2, 5, 6, 9A, and C, 10, 11, 13 and 14 of Part II;
- (l) if any practice or relationship disclosed in response to Item 7, 8, 9A, 9C and 13 of Part II presents a conflict between the interests of the sponsor and those of its clients, explain the nature of any such conflict of interest; and
- (m) if the sponsor or its divisions or employees covered under the same investment adviser registration as the sponsor act as portfolio managers for a wrap fee program described in the brochure, a brief, general description of the investments and investment strategies utilized by those portfolio managers.

8. **Organization and Cross References.** Except for the cover page requirements in Item 7(a) above, information contained in the brochure need not follow the order of the items listed in Item 7. However, the brochure should not be organized in such a manner that important information called for by the form is obscured.

Set forth below the page(s) of the brochure on which the various disclosures required by Item 7 are provided.

	<i>Page(s)</i>		<i>Page(s)</i>		<i>Page(s)</i>
Item 7(a)	cover	Item 7(f)	<b>5</b>	Item 7(j)	<b>N/A</b>
#7(b)	<b>2</b>	#7(g)	<b>N/A</b>	#7(k)	<b>5-9</b>
#7(c)	<b>4-5</b>	#7(h)	<b>N/A</b>	#7(l)	<b>6</b>
#7(d)	<b>N/A</b>	#7(i)	<b>N/A</b>	#7(m)	<b>N/A</b>
#7(e)	<b>6</b>				

**Wealth Management Group LLC**

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Danvers, MA 01923  
(978) 624-3000

***Private Client Group Program***

**WRAP FEE BROCHURE**

**June 25, 2009**

**This brochure provides Clients with information about Wealth Management Group LLC and the *Private Client Group* program that should be considered before establishing a wrap fee account. This information has not been approved or verified by any governmental authority.**

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## **Introduction**

Wealth Management Group LLC is an investment adviser registered with the Securities and Exchange Commission. Wealth Management Group offers advice regarding mutual funds, variable products such as variable annuities and variable universal life, stocks, bonds, options, government securities, certificates of deposit, Unit Investment Trusts (UITs), Real Estate Investment Trusts (REITs), Exchange Traded Funds (ETFs), 529 College Savings plans and on a limited basis, private and public partnerships. Wealth Management Group utilizes the clearing and custody services of National Financial Services (NFS).

## **Services Provided**

In its capacity as a registered investment adviser, Wealth Management Group offers various advisory services as further disclosed in its Form ADV Part II and Schedule F (“Disclosure Brochure”). Of the various programs, Wealth Management Group offers an Asset Allocation/Portfolio Monitoring/Asset Management program in addition to a wrap fee program entitled “*Private Client Group*”.

The wrap fee program offers Clients a fee-based account for which the Client will pay a single fee for portfolio review and asset management services and brokerage services. Clients will have the ability to maintain an account that may contain stocks, bonds, options, government securities, limited partnerships, Exchange Traded Funds (ETFs), Unit Investment Trusts (UITs) and/or certain types and classes of variable annuities and mutual funds.

The *Private Client Group* program offers Clients portfolio review and asset management services on either a discretionary or non-discretionary basis. Discretionary asset management services permit the Advisory Representative to make buys, sells and exchanges within the Account as the Advisory Representative deems appropriate without obtaining Client’s prior consent of the transaction(s). Clients will need to execute a limited power of attorney granting discretionary trading authorization to Wealth Management Group and the Advisory Representative. Recommendations are submitted for Client approval unless a limited trading authorization is executed by the Client and is provided to the Adviser for approval. The Advisory Representative will be reasonably available to provide advice, make recommendations and execute transactions.

Advisory Representatives will gather information on Client’s financial history, goals, objectives and financial concerns and assist Client in developing an asset allocation strategy. Client will establish an Account with NFS and deposit cash, cash equivalents and securities and engage an Advisory Representative to manage the Account. Based on Client’s investment objectives, risk tolerance and financial situation, Client’s Advisory Representative will provide the level of services requested by Client (i.e. asset management on a continuous and ongoing basis or portfolio review services).

## **Minimum Account Size**

Generally, Wealth Management Group’s minimum account size in order for Client to participate in the asset allocation and portfolio monitoring or portfolio management services is \$50,000. However, under certain circumstances, Wealth Management Group may waive the minimum account size requirement and accept accounts less than \$50,000. Such circumstances may include, but not be limited to: additional assets will soon be deposited or Client has other accounts with Adviser. Wealth Management Group will not maintain possession of Client’s funds or securities. Custodial services for the managed Account will be provided through NFS.

Clients are advised that performance may be affected more on smaller accounts due to the difficulties with diversifying smaller accounts and due to risk controls potentially being compromised. Smaller accounts are defined as accounts less than \$50,000. Performance of smaller accounts may vary from the performance of accounts with more dollars invested since fluctuations in the market may affect smaller accounts more.

Clients who have \$1 million of assets on which Adviser or its Advisory Representatives receive any form of compensation will be able to participate in the program. Advisory Representatives may receive such compensation in their capacity as Advisory Representatives of Adviser or as Registered Representatives of Commonwealth Financial Network (CFN). Under the *Private Client Group* program, Client will not pay any ticket charges or retirement account maintenance fees on accounts custodied with NFS. All such fees and expenses will be born by Adviser, thus the *Private Client Group* Program is a wrap fee program.

### **Account Reviews**

Generally, Advisory Representatives will recommend changes to Clients' portfolios based on many factors including shifts in the economy, changes in the management and/or structure of a mutual fund or company in which Clients' assets are invested and market shifts and/or corrections.

Advisory Representatives will perform portfolio reviews and generate reports on a quarterly basis. In addition to the quarterly reports, Advisory Representatives will meet with Clients on the following schedule: \$0-\$250,000, 1 portfolio review; \$250,001-\$1,000,000, 2 portfolio reviews; \$1,000,001+, 4 portfolio reviews. Clients may also request a meeting to discuss Client's investment portfolio and to update Client's financial information should any changes occur. Client may request more frequent or less frequent meetings based on their specific needs.

### **Fee Schedule**

Advisory fees will be charged in advance on a calendar quarterly basis. Initially, after establishment of the portfolio, the fee will be invoiced in arrears and will be based on the initial quarter ending balance, multiplied by the client's fee schedule, divided by 365 days, then multiplied by the number of days within the previous quarter that assets were managed. A separate billing will be provided for the initial quarter. Thereafter, the fee will be payable in advance based upon the last business day of the previous calendar quarter; therefore, clients will initially receive two billings, then one for each subsequent quarter.

Advisory fees payable upon initial implementation of the Account are collected directly from Account, provided Client has given Adviser written authorization. Advisory fees for all subsequent periods will be charged to and collected directly from Account early in the quarter. Clients will be provided with a fee invoice that identifies the advisory fee, the value of the Account and how the fee was calculated. Additionally, Clients will be provided with an Account statement reflecting the deduction of the advisory fee. If Account does not contain sufficient funds to pay advisory fees, Adviser has limited authority to sell or redeem securities in sufficient amounts to pay advisory fees. Client may reimburse Account for advisory fees paid to Adviser, except for ERISA and IRA accounts.

Clients may make additions to the Account or withdrawals from the Account, provided the Account continues to meet minimum account size requirements. No fee adjustments will be made for additions or withdrawals or for Account appreciation or depreciation.

Fees are negotiable and are not based on a share of capital gains upon or capital appreciation of the funds or any portion of the funds. Advisory fees are in accordance with the following fee schedule:

<u>ACCOUNT SIZE</u>	<u>ANNUAL FEE</u>
First \$250,000	1.25%
Next \$750,000	1.00%
Next \$2,000,000	0.75%
Next \$2,000,000	0.60%
Next \$5,000,000	0.45%

Advisory Representatives may recommend the purchase of non-publicly traded REITs or Limited Partnerships which pay Advisory Representatives an upfront commission. When this takes place, the asset will not be included in the quarterly calculation of the Advisory fee until the asset either liquidates, merges, or goes public.

Client may pay fees for custodial services, account maintenance fees and other fees associated with maintaining the Account. Wealth Management Group does not share in any portion of such fees. Under the *Private Client Group* program, Client will not pay any ticket charges or retirement account maintenance fees on accounts custodied with NFS. All such fees and expenses will be born by Adviser. Additionally, Client may pay advisory fees to the manager of any mutual fund they purchase. Such fees are not shared with Wealth Management Group and are compensation to the fund-manager. Clients should read the mutual fund prospectus prior to investing.

As previously indicated, Adviser offers a non-wrap fee program. In addition to asset management fees, transaction charges may be assessed by Adviser's clearing correspondent or directly by mutual fund sponsors as described in the prospectus.

### **Additional Compensation**

Adviser may receive research and other products designed to help it grow and manage its business from CFN and/or other outside vendors selected. None of these are paid for in soft dollars and the research may be used for all clients of Adviser whether or not the Client is paying for the service/research. Advisory Representatives may also receive benefits such as assistance with conferences and educational meetings from product sponsors.

Adviser has initiated a policy whereby all 12b-1 fees will be credited back to Asset Allocation/Portfolio Monitoring/Asset Management accounts.

### **Termination of the *Private Client Group* Program**

Clients may terminate the *Private Client Group* program, without penalty, upon written notice, within five (5) business days after entering into the advisory agreement with Wealth Management Group. Client will be responsible for any fees or charges incurred by Client from third parties as a result of maintaining the Account, such as Account maintenance or custodial fees. Thereafter, Client may terminate investment advisory services during a quarter. Client will be charged a pro-rata portion of the advisory fee for the quarter up to the date of termination. Fees collected in excess of the pro-rata fee will be returned to Client within 30 days of advisory agreement termination.

### **Restrictions, Limitations or Conflicts on Additional Deposits**

Clients may make additions to the Account or withdrawals from the Account, provided the Account continues to meet minimum account size requirements. No fee adjustments will be made for additions or withdrawals or for Account appreciation or depreciation.

### **Conflicts of Interest**

Advisory Representatives recommending Clients participate in the *Private Client Group* program will receive compensation as a result of a Client's participation in the program. The amount of compensation paid to Wealth Management Group and the Advisory Representative may be more than what Wealth Management Group and the Advisory Representative would have received if the Client participated in other programs available through another broker/dealer or paid separately for investment advice, brokerage and other services. Clients are advised that Advisory Representatives may have a financial incentive to recommend the wrap fee program (i.e. *Private Client Group*) over other programs or services.

Wealth Management Group and Advisory Representatives may buy or sell securities identical to those securities recommended to Clients. Therefore, Wealth Management Group and Advisory Representatives may have an interest or position in certain securities that are also recommended and bought or sold to Clients. Wealth Management Group, its officers, directors, employees and Advisory Representatives may not trade ahead of Clients or trade in such a way to obtain a better price for themselves than for Clients.

### **Material Arrangements**

Wealth Management Group has arrangements with NFS and CFN. Adviser may receive research services indirectly from both entities as a result of securities transactions being executed. Such research services may be used to provide investment advisory services to all Clients.

### **Beneficial Interests**

If Account is subject to the provisions of ERISA, Client acknowledges that Client is authorized to exercise control and management of the assets held in the Account. Client represents that Client is independent of Wealth Management Group and its affiliates and is capable of making an independent and informed decision concerning the opening and maintenance of the Account.

Client represents that Account and any instructions given by Client regarding Account are consistent with applicable Plan documents, including any investment policies, guidelines, or restrictions. Client will provide Wealth Management Group with a copy of all relevant documents and agrees that the advisory program Client has selected is consistent with those documents. Client shall notify Wealth Management Group promptly in writing of any changes to any of the Plan's investment policies, guidelines, or restrictions, or other Plan documents pertaining to investments by the Plan. If the assets in the Account constitute only a part of the Client's Plan assets, Client shall provide Wealth Management Group with documentation of any of the Plan's investment guidelines or policies that affect the Account. The compliance of any recommendation of investments Advisory Representative makes for the Account with any such investment guidelines, policies, or restrictions shall be determined on the date of the recommendation or purchase only. No investment guidelines, policies, restrictions, or other instructions shall be deemed breached as a result of changes in value or status of an investment occurring after purchase. Client has the responsibility to give Wealth Management Group prompt written notice if any investments made for the Account are inconsistent with such guidelines, policies, restrictions, or instructions.

Client understands that the services Wealth Management Group performs under this Wrap Fee Program Brochure shall have no effect on the assets of the Plan that are not in Account, and Wealth Management Group shall have no responsibility for such other assets. Wealth Management Group is not responsible for Plan administration or for performing any other duties that are not expressly set forth in the advisory agreement. Each party to the advisory agreement shall obtain and maintain, at its own expense, any insurance or bonds it deems necessary to cover itself and any of its affiliates, officers, directors, employees, and agents in connection with the advisory agreement.

### **Types of Clients**

Wealth Management Group generally offers the *Private Client Group* program to individuals, trusts, estates, charitable organizations, and corporations and other similar business entities. Wealth Management Group does not offer the *Private Client Group* program to other investment advisers.

### **Education and Business Standards**

Minimum standards generally include a college degree and three years of experience in the finance industry.



All Investment Advisor Representatives (“IARs”) of Wealth Management Group LLC must satisfy, at a minimum the experience and education set out by the individual states where they intend to offer or recommend services. Often times, this will require the IAR to pass the North American Securities Administrators Association, Inc.’s Series 65 Uniform Investment Adviser Law Examination, the Series 66 Uniform Combined State Law Examination, or earn the Certified Financial Planner (“CFP”) designation. Wealth Management Group LLC also examines the overall experience and capability of the individual before allowing him or her to offer financial planning and/or other services.

### **Principal Officer Education and Business Background Information**

The following is the educational and business backgrounds of the principal executive officers, investment committee and Advisory Representatives of Wealth Management Group.

#### **Richard E. Prout**

Year of Birth: 1948

##### **Education:**

Suffolk University, Boston, MA – attended from 1966 to 1970, graduated in 1970 with a BA degree in Communications

Suffolk University Law School, Boston, MA – attended from 1972 to 1975, graduated in 1975 with a J.D.

University of Miami Law School, Coral Gables, FL. Attended from 1975 to 1976, graduated in 1976 with an LL.M Estate Planning

##### **Business Background:**

Wealth Management Group, LLC, an investment adviser – position: Principal and Advisory Representative – 04/2004 to Present

Commonwealth Financial Network, a broker/dealer/investment adviser – position: Registered Representative and Advisory Representative – 04/1984 to Present

Prout Financial Services, an investment adviser – position: Principal and Advisory Representative – 12/1995 to 03/2004

#### **Jamie A. Upson**

Year of Birth: 1976

##### **Education:**

St. Anselm College, Manchester, NH; attended from 1995 to 1999, graduated in 1999 with a BA degree in Liberal Arts

Boston University, Boston, MA; Attended 1 Year towards MBA in Finance.

College for Financial Planning, Greenwood Village, CO – 2001, obtained Chartered Mutual Fund Counselor™ certification

College for Financial Planning, Greenwood Village, CO – 2003, obtained Accredited Asset Management Specialist™ certification

Kaplan College, Ft. Lauderdale, FL – 2006, obtained CERTIFIED FINANCIAL PLANNER™ certification.

##### **Business Background:**

Wealth Management Group, LLC, an investment adviser – position: VP of Portfolio Management and Advisory Representative – 04/2004 to Present

Commonwealth Financial Network, a broker/dealer/investment adviser – position: Registered Representative and Advisory Representative – 06/2000 to Present

Prout Financial Services, an investment adviser – position: Fund Analyst – 06/2000 to 03/2004, Advisory Representative – 8/2003 to 3/2004

Fidelity Investments, brokerage services – position: Brokerage Trader– 08/1999 to 06/2000.

The level of experience of Advisory Representatives will vary.

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

Wealth Management Group will not act as principal in any transactions involving Wealth Management Group's *Private Client Group* Accounts. Wealth Management Group will not act as a broker for any other person and Client participating in the Wealth Management Group *Private Client Group* program where Wealth Management Group will facilitate a purchase or sale of securities between Clients (agency cross transactions).

### **Privacy Notice**

Wealth Management Group gathers various nonpublic information from Clients in order to provide advisory products and services. Wealth Management Group does not share nonpublic information with nonaffiliated third parties except as permitted by law. Clients will be provided with a copy of Wealth Management Group's privacy policy upon establishment of a Client relationship with Wealth Management Group and annually thereafter as long as Client remains an active Client.

### **Warrantees/Representations**

Wealth Management Group does not represent, warrant or imply that the services or methods of analysis used by Wealth Management Group can or will predict future results, successfully identify market tops or bottoms, or insulate Clients from losses due to major market corrections or crashes. No guarantees can be offered that Client's goals or objectives will be achieved. Further, no promises or assumptions can be made that the advisory services offered by Wealth Management Group will provide a better return than other investment strategies.

### **Proxy Voting**

Adviser does not vote proxy material for clients. Each client is responsible for voting all proxy materials.