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dba Boyle Capital**

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**FORM ADV PART 2A
BROCHURE**

This brochure provides information about the qualifications and business practices of Boyle Capital Management, LLC dba Boyle Capital. If you have any questions about the contents of this brochure, please contact us at (515) 327-1870. 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 Boyle Capital is also available on the SEC's website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for Boyle Capital is 132416.

Boyle Capital 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.

Material Changes

Form ADV Part 2A, Item 2

This brochure is a new document prepared according to new regulatory requirements. Accordingly, this document is materially different in structure and requires certain new information that our previous brochure did not require.

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Advisory Business

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Description of Services and Fees

Boyle Capital Management, LLC doing business as Boyle Capital, is a registered investment adviser based in Clive, Iowa. The company is organized as a limited liability company under the laws of the State of Iowa. We have been providing investment advisory services since 2004. Brian F. Boyle, managing Member & Chief Compliance Officer is our sole owner and investment advisory representative.

As used in this brochure, the words “we,” “our” and “us” refer to Boyle Capital and the words “you,” “your” and “client” refer to you as either a client or prospective client of our firm. We use the terms “we” and “our” throughout this disclosure brochure to refer to the firm as an entity. The use of these terms is not intended to imply that there is more than one individual currently providing investment advisory services on behalf of the firm.

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

Investment Supervisory Services

Our firm provides investment supervisory and portfolio management services to:

- (1) DCM Partners, LTD, which is the Manager to DCM Everest, LLC;
- (2) DCM Natural Resources Partners, LLC, which is the Managing Member to DCM Natural Resources Fund I, LLC;
- (3) Alpha Management, Inc., which is the Manager to DCM Alpha, LLC; and
- (4) DCM Phoenix Partners, LLC, which is the Managing Member for DCM Phoenix Fund, LLC.

These are collectively referred to as the “Funds.” These Funds are pooled investment vehicles that invest in public and/or private funds (“hedge funds”). Our firm serves as the investment manager to the Funds.

Investments in the Funds are offered only to qualified clients as defined by Section 2(a)(15) of the Investment Company Act of 1940, as amended. Investments in the Funds are offered by private offering memorandum that provides you with full disclosure regarding the objectives of the Funds and the risks involved with the offerings.

Our firm receives annual management fees, which are calculated and paid as a percentage of the net asset value of the Funds. Fees for the DCM Everest and DCM Alpha are charged quarterly in advance and are either 3.0% per year for Class A Unit investors, or 0.75% per year for Class B Unit investors of Fund assets. In addition, for Class B Unit investors, the Funds pay our firm performance-based compensation.

As investment manager to DCM Natural Resources Partners, LLC, our firm receives fees, which are calculated and paid as a percentage of the net asset value of investors’ interest in the Fund. Fees for the Funds are charged quarterly in advance and are 1.0% per year in addition to performance-based compensation.

The firm is paid performance-based fees on DCM Everest, LLC Class B Unit shares, DCM Alpha, LLC Class B Unit shares, and DCM Natural Resources Fund I LLC Funds. The performance fee is based on a percentage of the net profits of the Funds at the end of each quarter. The performance fee paid to our firm is 10% of the Fund’s net profits with a cumulative preferred return of 8% per year.

DCM Phoenix Fund, LLC pays our firm management fees, which are calculated and paid as a percentage of the net asset value of investors’ interest in the Fund. Fees for the Funds are charged quarterly in advance and are 1.0% per annum. In addition, the Fund pays our firm a performance fee, which is 10% of the Fund’s net profits with a cumulative preferred return of 6% per year.

Wrap Fee Program

We are a portfolio manager to, and sponsor of, the Boyle Capital Managed Account Program a wrap fee program (“Program”). 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. 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.

The Program provides discretionary asset management services to our clients. You may specify investment objectives, guidelines, and/or impose certain conditions or investment parameters for your account(s). For example, you may specify that the investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio and/or restrictions or prohibitions of transactions in the securities of a specific industry or security. Once the portfolio is constructed, we periodically rebalance the portfolio as changes in market conditions and your circumstances may require. A minimum account size of \$30,000 is required to participate in the Program. The minimum account size may be waived or lowered at our discretion.

On an annualized basis, our Program fees are as follows:

<u>Portfolio Size</u>	<u>Annualized Fee</u>
First \$500,000	1.50%
Over \$500,000	1.00%

Our annual Program fee is billed and payable quarterly in advance based on the value of your account on the last day of the previous quarter. If the advisory agreement is executed at any time other than the first day of a calendar quarter, our fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the quarter for which you are a client. Our advisory fee is negotiable, depending on individual client circumstances.

At our discretion, we may combine the account values of family members living in the same household to determine the applicable advisory fee. For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts. Combining account values may increase the asset total, which may result in your paying a reduced advisory fee based on the available breakpoints in our fee schedule stated above.

Transactions for your account must be executed by TD AMERITRADE, Inc. ("TD AMERITRADE"), an unaffiliated securities broker-dealer, member of the Financial Industry Regulatory Authority (FINRA), the Securities Investor Protection Corporation (SIPC), and the National Futures Association (NFA). To compare the cost of the wrap fee program with non-wrap fee portfolio management services, you should consider the frequency of trading activity associated with our investment strategies and the brokerage commissions charged by TD AMERITRADE or other broker-dealers, and the advisory fees charged by investment advisers.

If you meet the definition of a "Qualified Client" as defined by Section 2(a)(15) of the Investment Company Act of 1940, as amended, we may enter into a performance-based fee arrangement with you instead of the wrap fee schedule above. All clients entering into such arrangements must have at least \$750,000 under management with our firm or certify that they have a net worth of at least \$1,500,000 at the time of entering into the performance-based fee arrangement. The performance fee is allocated to our firm as of the last business day of the fiscal year-end (December 31) and is equal to 10% of the gross profit. You will pay all commission and transaction costs under this arrangement.

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. We will also receive a duplicate copy of your account statements. Under certain circumstances, you may request to be billed directly for our fees instead of having them debited from your account.

Either you or the firm may terminate the advisory agreement within five days from the date of acceptance

without penalty to you. After the five-day period, either you or the firm may terminate the advisory agreement upon 30-days' written notice to the other party. You will incur a pro rata charge for services rendered prior to the termination of the advisory agreement, which means you will incur advisory fees only in proportion to the number of days in the quarter for which you are a client. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

We encourage you to reconcile our invoices with the statement(s) you receive from the qualified custodian. If you find any inconsistent information between our invoice and the statement(s) you receive from the qualified custodian, please call our main office number located on the cover page of this brochure.

Sub-advisory Services

We offer sub-advisory services to unaffiliated third party investment advisers (the "Primary Investment Adviser"). As part of these services, we will have discretionary authority to manage portions of their portfolios. Once the portfolio is constructed, we periodically rebalance the portfolio as changes in market conditions and client circumstances require. Generally, we communicate investment recommendations or selections via a quarterly commentary and/or conference call to the Primary Investment Adviser's individual clients.

Our firm's services and fees are separate and distinct from the services and fees offered by the Primary Investment Adviser. As a client of the Primary Investment Adviser, our firm will charge you an annual management fee not to exceed 1.5% of assets under management under the terms of a separate agreement. Wrap participants do not pay commission or transactions costs. Non-wrap participants do pay commission and transaction costs.

Our annual management fee is billed and payable quarterly in advance based on the value of your account on the last day of the previous quarter. If the management agreement is executed at any time other than the first day of a calendar quarter, our fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the quarter for which you are a client. Fees and payment arrangements are negotiable and will vary on a case-by-case basis. A minimum account size of \$30,000 is required for these services. However, we may lower or waive the minimum account size at our discretion.

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. We will also receive a duplicate copy of your account statements. Under certain circumstances, you may request to be billed directly for our fees instead of having them debited from your account.

Either you or the firm may terminate the advisory agreement within five days from the date of acceptance without penalty to you. After the five-day period, either you or the firm may terminate the advisory agreement upon 30-days' written notice to the other party. You will incur a pro rata charge for services rendered prior to the termination of the advisory agreement, which means you will incur advisory fees only in proportion to the number of days in the quarter for which you are a client. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

We encourage you to reconcile our invoices with the statement(s) you receive from the qualified custodian. If you find any inconsistent information between our invoice and the statement(s) you receive from the qualified custodian, please call our main office number located on the cover page of this brochure.

Selection of Other Advisers

As part of our investment advisory services, we may recommend that you use the services of a third party investment adviser ("TPA") to manage your entire, or a portion of your, investment portfolio. After gathering information about your financial situation and objectives, we will recommend that you engage a specific TPA or investment program. Factors that we take into consideration when making our recommendation(s) include, but are not limited to, the following: the TPA's performance, methods of analysis, fees, your financial needs, investment goals, risk tolerance, and investment objectives. We will periodically monitor the TPA(s)' performance to

ensure its management and investment style remains aligned with your investment goals and objectives.

The TPA(s) will actively manage your portfolio and will assume discretionary investment authority over your account. We will assume discretionary authority to hire and fire TPA(s) and/or reallocate your assets to other TPA(s) where we deem such action appropriate.

We do not charge you a separate fee for the selection of other advisers. We will share in the advisory fee you pay directly to the TPA through a solicitation arrangement. The advisory fee you pay to the TPA is established and payable in accordance with the brochure provided by each TPA to whom you are referred. These fees may or may not be negotiable. Our compensation may differ depending upon the individual agreement we have with each TPA. As such, a conflict of interest may arise where our firm or our persons associated with our firm may have an incentive to recommend one TPA over another TPA with whom we have more favorable compensation arrangements or other advisory programs offered by TPAs with whom we have less or no compensation arrangements. In recommending a TPA, our firm endeavors to always put your needs and best interests above our potential compensation. This arrangement will not cause you to pay more in advisory fees than would otherwise have been paid had there been no solicitor's compensation.

Neither our firm nor persons associated with our firm serve as an officer, director, or employee of any TPA. Nor do we render investment advice on behalf of any TPA. Our service as a solicitor to the TPA consists solely of referring prospective clients and related activities based on the agreement described above.

You will be required to sign an agreement directly with the recommended TPA(s). You may terminate your advisory relationship with the TPA according to the terms of your agreement with the TPA. You should review each TPA's this brochure for specific information on how you may terminate your advisory relationship with the TPA and how you may receive a refund, if applicable. You should contact the TPA directly for questions regarding your advisory agreement with the TPA.

Types of Investments

We primarily offer advice on equity securities (including exchange listed securities, exchange traded funds[ETFs], over-the-counter securities, and foreign issues, such as American Depositary Receipts [ADRs]), warrants, corporate debt and municipal securities (bonds), investment company securities (including mutual funds), exchange traded funds, US Government securities, and options contracts on securities. Additionally, we may advise you on any type of investment that we deem appropriate based on your stated goals and objectives. We may also provide advice on any type of investment held in your portfolio at the inception of our advisory relationship.

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

In general, we manage wrap fee and non-wrap fee accounts on a discretionary basis based on a long-term investment strategy. However, we also manage non-wrap fee accounts on a discretionary basis. A long-term investment strategy will typically involve investing in securities that are anticipated to grow in value over a relatively long period of time. If you participate in our wrap fee program, we will provide you with a separate Wrap Fee Program Brochure explaining the program and costs associated with the program.

Assets Under Management

As of December 31, 2010, we manage \$113,150,859 in client assets on a discretionary basis. We do not manage assets on a non-discretionary basis.

Fees and Compensation

Form ADV Part 2A, Item 5

Please refer to the “Advisory Business” section in this brochure for information on our advisory fees, fee payment arrangements, and refund policy according to each service we offer.

Additional Fees and Expenses

As part of our investment advisory services to you, we may invest, or recommend that you invest, in mutual funds and exchange traded funds. The fees that you pay to our firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds (described in each fund’s prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses.

Unless you are a participant in our wrap fee program, you will also incur transaction charges and/or brokerage fees when purchasing or selling securities. These charges and fees are typically imposed by the broker-dealer or custodian through whom your account transactions are executed. We do not share in any portion of the brokerage fees/transaction charges imposed by the broker-dealer or custodian. To fully understand the total cost you will incur, you should review all the fees charged by mutual funds, exchange traded funds, our firm, and others. For information on our brokerage practices, please refer to the “Brokerage Practices” section of this brochure.

We may trade client accounts on margin. Each client must sign a separate margin agreement *before* margin is extended to that client account. Fees for advice and execution on these securities are based on the total asset value of the account, which includes the value of the securities purchased on margin. While a negative amount may show on a client’s statement for the margined security as the result of a lower net market value, the amount of the fee is based on the absolute market value. This could create a conflict of interest where we may have an incentive to encourage the use of margin to create a higher market value and therefore receive a higher fee. The use of margin may also result in interest charges in addition to all other fees and expenses associated with the security involved.

Performance-Based Fees and Side-By-Side Management

Form ADV Part 2A, Item 6

We charge performance-based fees to “qualified clients” having a net worth greater than \$1,500,000 or for whom we manage at least \$750,000, immediately after entering an agreement for our services. Performance-based fees are fees based on a share of capital gains or capital appreciation of a client’s account. The amount of the performance based fee we charge is described in the “Advisory Business” section in this brochure.

We manage accounts that are charged performance-based fees while at the same time managing accounts (perhaps with similar objectives) that are not charged performance-based fees (“side-by-side management”). Performance-based fees and side-by-side management may create conflicts of interest, which we have identified and described in the following paragraphs.

Performance-based fees may create an incentive for our firm to make investments that are riskier or more speculative than would be the case absent a performance fee arrangement. In order to address this potential conflict of interest, a senior officer of our firm periodically reviews client accounts to ensure that investments are suitable and that the account is being managed according to the client’s investment objectives and risk tolerance.

Performance based fees may also create an incentive for our firm to overvalue investments which lack a

market quotation. In order to address such conflict, we have adopted policies and procedures that require our firm to “fairly value” any investments, which do not have a readily ascertainable value.

Side-by-side management might provide an incentive for our firm to favor accounts for which we receive a performance-based fee. For example, we may have an incentive to allocate limited investment opportunities, such as initial public offerings, to clients who are charged performance-based fees over clients who are charged asset based fees only. To address this conflict of interest, we have written policies in place that require our firm to allocate investment opportunities (if they are suitable) in an effort to avoid favoritism among our clients, regardless of whether the client is charged performance fees.

Types of Clients

Form ADV Part 2A, Item 7

We offer investment advisory services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations, other business entities, and pooled investment vehicles that invest in private funds (“hedge funds”).

In general, we require a minimum of \$75,000 to open and maintain an advisory account and a minimum of \$30,000 for sub-advisory services. However, these account minimums may be waived at our discretion. For example, we may waive the minimum if you appear to have significant potential for increasing your assets under our management. We may also combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts to meet the stated minimum.

Methods of Analysis, Investment Strategies and Risk of Loss

Form ADV Part 2A, Item 8

Our Methods of Analysis and Investment Strategies

We may 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. 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.
- **Long Term Purchases** – securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.
- **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.
- **Short Sales** – securities transaction in which an investor sells securities he or she borrowed in

anticipation of a price decline. The investor is then required to return an equal number of shares at some point in the future. A short seller will profit if the stock goes down in price, but if the price of the shares increase, the potential losses are unlimited.

- **Margin Transactions** – a securities transaction in which an investor borrows money to purchase a security, in which case the security serves as collateral on the loan. If the value of the shares drops sufficiently, the investor will be required to either deposit more cash into the account or sell a portion of the stock in order to maintain the margin requirements of the account. This is known as a "margin call." An investor's overall risk includes the amount of money invested plus the amount that was loaned to them.
- **Options Writing** – a securities transaction that involves selling an option. An option is the right, but not the obligation, to buy or sell a particular security at a specified price before the expiration date of the option. When an investor sells an option, he or she must deliver to the buyer a specified number of shares if the buyer exercises the option. The seller pays the buyer a premium (the market price of the option at a particular time) in exchange for writing the option. Options are complex investments and can be very risky, especially if the investor does not own the underlying stock. In certain situations, an investor's risk can be unlimited.

We may use short-term trading (in general, selling securities within 30 days of purchasing the same securities) as an investment strategy when managing your account(s) when we determine that it is suitable given your stated investment objectives and tolerance for risk. This may include 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 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.

Please refer to the separate Wrap Fee Program Brochure, Appendix 1 to this ADV Part 2A brochure, for information on investment strategies used in the Boyle Capital Managed Account Program.

In the event we recommend a third party adviser to manage all or a portion of your assets, we will not perform quantitative or qualitative analysis of individual securities. Instead, we will advise you on how to allocate your assets among various classes of securities or third party investment advisers. We primarily rely on investment model portfolios and strategies developed by the TPA and their portfolio managers. We may replace or recommend replacing a TPA if there is a significant deviation in characteristics or performance from the stated strategy and/or benchmark.

Tax Considerations

Our strategies and investments may have unique and significant tax implications. However, unless we specifically agree otherwise, and in writing, 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. We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

Recommendation of Particular Types of Securities

As disclosed under the "Advisory Business" section in this Brochure, we offer advice on many types of securities; however, we primarily recommend equity securities and mutual funds. Since each client has different needs and different tolerance for risk, we may recommend other types of investments as appropriate for you. Each type of security has its own unique set of risks associated with it and it would not be possible to list here all of the specific risks of every type of investment. Even within the same type of investment, risks can vary widely. However, in very general terms, the higher the anticipated return of an investment, the higher the risk of loss associated with it.

There are numerous ways of measuring the risk of **equity securities** (also known simply as "equities" or "stock"). In very broad terms, the value of a stock depends on the financial health of the company issuing it. However, stock prices can be affected by many other factors including, but not limited to the class of stock (for example, preferred or common); the health of the market sector of the issuing company; and, the overall health of the economy. In general, larger, better established companies ("large cap") tend to be safer than smaller start-up companies ("small cap") are, but the mere size of an issuer is not, by itself, an indicator of the safety of the investment.

Mutual funds are professionally managed collective investment systems that pool money from many investors and invest in stocks, bonds, short-term money market instruments, other mutual funds, other securities, or any combination thereof. The fund will have a manager that trades the fund's investments in accordance with the fund's investment objective. While mutual funds generally provide diversification, risks can be significantly increased if the fund is concentrated in a particular sector of the market, primarily invests in small cap or speculative companies, uses leverage (i.e., borrows money) to a significant degree, or concentrates in a particular type of security (i.e., equities) rather than balancing the fund with different types of securities. The returns on mutual funds can be reduced by the costs to manage the funds. In addition, while some mutual funds are "no load" and charge no fee to buy into, or sell out of, other types of mutual funds do charge such fees which can also reduce returns.

Selection of Other Advisers

If a portion of your assets is managed by a third party adviser (TPA), we will not determine the investments to be made for your account, but we will monitor the investments in the accounts managed by TPAs and advise you on those holdings. If there is a significant deviation in characteristics or performance from the stated strategy and/or benchmark, we will alert you and recommend replacing TPAs, as appropriate for your individual circumstances and objectives.

Disciplinary Information

Form ADV Part 2A, Item 9

Neither Boyle Capital nor Brian Boyle has any reportable disciplinary information.

Other Financial Industry Activities and Affiliations

Form ADV Part 2A, Item 10

Brian Boyle, Managing Member and Chief Compliance Officer of our firm serves as the portfolio manager to the DCM Funds. DCM Funds are offered by DeWaay Capital Management, Inc., a federally registered investment adviser. DeWaay Capital Management also refers clients to our firm under a solicitation agreement.

Our firm serves as the investment adviser to several funds ("Funds") which are private pooled investment vehicles in which you may be solicited to invest. These Funds are offered to certain sophisticated investors, who meet certain requirements under applicable state and/or federal securities laws. Investors to whom these Funds are offered will receive a private placement memorandum and other offering documents. The fees charged by the Funds are separate and apart from our advisory fees. You should refer to the offering documents for a complete description of the fees, investment objectives, risks and other relevant information associated with investing in the Funds. Please refer to the "Advisory Business" section of this brochure for the list of Funds using our investment supervisory services.

Referral arrangements we have with these entities present a conflict of interest because we may have a financial incentive to recommend them. While we believe that fees charged by these entities are competitive, such compensation may be higher than fees charged by other firms providing the same or similar services. You are under no obligation to invest in the Funds and may obtain comparable services and/or lower fees through other firms.

Recommendation of Other Advisers

We may recommend that you use a third party adviser ("TPA") based on your needs and suitability. We will receive compensation from the TPA for recommending that you use their services. These compensation arrangements present a conflict of interest because we have a financial incentive to recommend the services of the third party adviser. You are not obligated, contractually or otherwise, to use the services of any TPA we recommend.

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

Form ADV Part 2A, Item 11

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 persons associated with our firm. 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 persons associated with our firm 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 serve as investment adviser to several Funds 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 persons associated with our firm or our firm shall not have priority over the Fund or any client transactions in the purchase or sale of securities.

Personal Trading Practices

Our firm or persons associated with our firm may buy or sell securities for you at the same time we or persons associated with our firm buy or sell such securities for our own account. We may also combine our orders to purchase securities with your orders to purchase securities ("block trading"). Please refer to the "Brokerage Practices" section in this brochure for information on our block trading practices.

A conflict of interest exists in such cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To eliminate this conflict of interest, it is our policy that persons associated with our firm or our firm shall not have priority over the Fund or any client transactions in the purchase or sale of securities. Under certain circumstances, exceptions to the trading policy may be made.

For example, the foregoing policy does not apply to investments in:

- (i) direct obligations of the Government of the United States;
- (ii) money market instruments, bankers' acceptances, bank certificates of deposit, commercial paper, repurchase agreements and other high quality short-term debt instruments, including repurchase agreements;
- (iii) shares issued by mutual funds or money market funds; and,
- (iv) shares issued by unit investment trusts that are invested exclusively in one or more mutual funds.

Brokerage Practices

Form ADV Part 2A, Item 12

We recommend the brokerage and custodial services of the institutional division of TD AMERITRADE, Inc., ("TD AMERITRADE"), an unaffiliated securities broker-dealer and a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. We believe that TD AMERITRADE provides quality execution services for you at competitive prices. Price is not the sole factor we consider in evaluating best execution. We also consider the quality of the brokerage services provided by TD AMERITRADE, including the value of research provided, the firm's reputation, execution capabilities, commission rates, and responsiveness to our clients and our firm. In recognition of the value of research services and additional brokerage products and services TD AMERITRADE provides, you may pay higher commissions and/or trading costs than those that may be available elsewhere.

Our firm participates in the TD AMERITRADE Institutional program. TD AMERITRADE Institutional is a division of TD AMERITRADE, Inc. ("TD AMERITRADE") member FINRA/SIPC. TD AMERITRADE offers independent investment advisers services, which include custody of securities, trade execution, clearance, and settlement of transactions. Our firm receives research and benefits from TD AMERITRADE through our participation in the program.

Research and Other Benefits

As disclosed above, our firm participates in TD AMERITRADE's institutional customer program and we may require clients to maintain accounts with TD AMERITRADE. There is no direct link between our firm's

participation in the program and the investment advice we give to our clients, although we receive economic benefits through our participation in the program that are typically not available to TD AMERITRADE retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving our firm's participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to our client accounts); the ability to have our advisory fees deducted directly from our clients' 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 pay for business consulting and professional services received by our firm's related persons and may also pay or reimburse expenses (including travel, lodging, meals, and entertainment expenses) for our firm's personnel to attend conferences or meetings relating to the program or to TD AMERITRADE's adviser custody and brokerage services generally. Some of the products and services made available by TD AMERITRADE through the program may benefit our firm, but may not benefit our client accounts. These products or services may assist us in managing and administering client accounts, including accounts not maintained at TD AMERITRADE. Other services made available by TD AMERITRADE are intended to help us manage and further develop our business enterprise. The benefits received by our firm or our personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD AMERITRADE. As part of our fiduciary duties to clients, our firm endeavors at all times to put the interests of our clients first. You should be aware, however, that our firm's receipt of economic benefits in and of itself creates a potential conflict of interest and may indirectly influence our choice of TD AMERITRADE for custody and brokerage services.

Additionally, we also receive from TD AMERITRADE certain additional economic benefits ("Additional Services") that may or may not be offered to other independent investment advisers participating in the program. Specifically, these Additional Services include the Advent Axys product, which provides certain portfolio management and performance reporting capability, and the Morningstar Advisor Workstation, which encompasses research, sales, diagnostic, and reporting and portfolio tools. TD AMERITRADE provides the Additional Services to our firm at its sole discretion and at its own expense. We do not pay any fees to TD AMERITRADE for the Additional Services. Our firm and TD AMERITRADE have entered into a separate agreement ("Additional Services Addendum") to govern the terms of the provision of the Additional Services. Our receipt of Additional Services raises potential conflicts of interest. In providing Additional Services to our firm, TD AMERITRADE most likely considers the amount and profitability to TD AMERITRADE of the assets in, and trades placed for, our firm's client accounts maintained with TD AMERITRADE. TD AMERITRADE has the right to terminate the Additional Services Addendum, in its sole discretion, provided certain conditions are met. Consequently, in order to continue to obtain the Additional Services from TD AMERITRADE, our firm may have an incentive to recommend to our clients that their assets under our management be held in custody with TD AMERITRADE and to place transactions for our client accounts with TD AMERITRADE. Our receipt of Additional Services does not diminish our duty to act in the best interests of our clients, including seeking best execution of trades made for our client accounts.

Brokerage for Client Referrals

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

Directed Brokerage

We routinely require that you direct our firm to execute transactions through TD AMERITRADE. As such, we may be unable to achieve the most favorable execution of your transactions and you may pay higher brokerage commissions than you might otherwise pay through another broker-dealer that offers the same types of services. Not all advisers require their clients to direct brokerage.

In limited circumstances, and at our discretion, some clients may instruct our firm to use one or more particular brokers for the transactions in their accounts. If you choose to direct our firm to use a particular broker, you should understand that this might prevent our firm from aggregating trades with other client accounts or from effectively negotiating brokerage commissions on your behalf. This practice may also prevent our firm from

obtaining favorable net price and execution. Thus, when directing brokerage business, you should consider whether the commission expenses, execution, clearance, and settlement capabilities that you will obtain through your broker are adequately favorable in comparison to those that we would otherwise obtain for you.

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”) whenever possible. 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.

In rare instances, such as partial fills or limited shares of thinly traded or illiquid stocks, it may be necessary to place block trades for only small groups of clients over a period of time. In allocating such orders among client accounts, we will first enter orders for clients whose last name begin with the letter A and proceed with the alphabet. For the next transaction, orders will be placed for clients whose last names begin with the letter B and so on until we have completed a rotation of the alphabet. Subsequent transactions will then be entered, first, for clients whose last name begin with the letter A and proceed again through the alphabet, after which the rotation will continue. New clients will wait until a complete alphabetic rotation has taken place before being placed in alphabetic order for participation.

We do not combine multiple orders for shares of the same mutual funds purchased for advisory accounts we manage because mutual funds do not trade in blocks.

Review of Accounts

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Brian Boyle, Managing Member and Chief Compliance Officer will monitor your accounts on an ongoing basis, will conduct account reviews at least quarterly, and upon your request to ensure that the advisory services provided to you and/or the portfolio mix are consistent with stated investment needs and objectives. Additional reviews may be conducted based on various circumstances, including, but not limited to:

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

We will not provide you with additional or regular written reports in conjunction with account reviews. However, you will receive trade confirmations, monthly or quarterly statements, and year-end tax statements from your account custodian(s).

Client Referrals and Other Compensation

Form ADV Part 2A, Item 14

Please refer to the "Brokerage Practices" section above for disclosures on research and other benefits we may receive resulting from our relationship with TD AMERITRADE.

We directly compensate non-employee (outside) individuals, and/or entities (Solicitors) for client referrals. In order to receive a cash referral fee from our firm, Solicitors must comply with the requirements of the jurisdictions in which they operate. If you were referred to our firm by a Solicitor, you should have received a copy of this brochure along with the Solicitor's disclosure statement at the time of the referral. If you become a client, the Solicitor that referred you to our firm will receive a percentage of the advisory fee you pay our firm for as long as you are a client with our firm, or until such time as our agreement with the Solicitor expires or a one-time, flat referral fee upon your signing an advisory agreement with our firm. You will not pay additional fees because of this referral arrangement. Referral fees paid to a Solicitor are contingent upon your entering into an advisory agreement with our firm. Therefore, a Solicitor has a financial incentive to recommend our firm to you for advisory services. This creates a conflict of interest; however, you are not obligated to retain our firm for advisory services. Comparable services and/or lower fees may be available through other firms.

We currently have a solicitation arrangement with DeWaay Capital Management. Please refer to the "Other Financial Industry Activities and Affiliations" section of this brochure for more information on the relationship with DeWaay Capital Management.

Solicitors that refer business to more than one investment adviser may have a financial incentive to recommend advisers with more favorable compensation arrangements. We request that our Solicitors disclose to you whether multiple referral relationships exist and that comparable services may be available from other advisers for lower fees and/or where the Solicitor's compensation is less favorable.

Custody

Form ADV Part 2A, Item 15

As paying agent for our firm, your independent custodian will directly debit your account(s) for the payment of our advisory fees. This ability to deduct our advisory fees from your accounts causes our firm to exercise limited custody over your funds or securities. We do not have physical custody of any of your funds and/or securities. Your funds and securities will be held with a bank, broker-dealer, or other independent, qualified custodian. You will receive account statements from the independent, qualified custodian(s) holding your funds and securities at least quarterly. The account statements from your custodian(s) will indicate the amount of our advisory fees deducted from your account(s) each billing period. You should carefully review account statements for accuracy. We will also provide statements to you reflecting the amount of advisory fee deducted from your account.

You should compare our statements with the statements from your account custodian(s) to reconcile the information reflected on each statement. If you have a question regarding your account statement, or if you did not receive a statement from your custodian, please contact us directly at the telephone number on the cover page of this brochure.

We serve as investment adviser to several Funds, which are pooled investment vehicles. In our capacity as portfolio manager of these funds, we will have access to their funds and securities, and therefore have custody over such funds and securities. Each Fund provides investors with audited annual financial statements. Please refer to the "Advisory Business" section of this brochure for a list of Funds to which we provide investment

supervisory services. If you are a Fund investor and have questions regarding the financial statements or if you did not receive a copy, please contact us directly at the telephone number on the cover page of this brochure.

Investment Discretion

Form ADV Part 2A, Item 16

Before we can buy or sell securities on your behalf, you must first sign our discretionary management agreement and/or trading authorization forms.

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

Voting Client Securities

Form ADV Part 2A, Item 17

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.

Financial Information

Form ADV Part 2A, Item 18

Our firm does not have any financial condition or impairment that would prevent us from meeting our contractual commitments to you.

Additional Information

Trade Errors

In the event a trading error occurs in your account, our policy is to restore your account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account. If a trade error results in a profit, our firm will retain the profit to reimburse client accounts for which trade errors resulted in a loss.

Class Action Lawsuits

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

Your Privacy

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

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

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

You will receive a copy of our privacy notice prior to or at the time you sign an advisory agreement with our firm. Thereafter, we will deliver a copy of the current privacy policy notice to you on an annual basis. Please contact our main office at the telephone number on the cover page of this brochure if you have any questions regarding this policy.