

myCIO Wealth Partners, LLC
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myCIO Wealth Partners, LLC
Brochure
Dated 3/31/2011

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This brochure provides information about the qualifications and business practices of myCIO Wealth Partners, LLC. If you have any questions about the contents of this brochure, please contact us at (267) 295-2280 or james.biles@myciowp.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about myCIO Wealth Partners, LLC also is available on the SEC's website at www.adviserinfo.sec.gov.

References herein to myCIO Wealth Partners, LLC as a “registered investment adviser” or any reference to being “registered” does not imply a certain level of skill or training.

Item 2 Material Changes

There have been no material changes made to myCIO Wealth Partners, LLC's disclosure statement since last year's Annual Amendment filing on March 17, 2010.

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Item 4 **Advisory Business**

- A. myCIO Wealth Partners, LLC (the “Registrant”) is a limited liability company formed on March 23, 2005 in the Commonwealth of Pennsylvania. The Registrant became registered as an Investment Adviser Firm in April 2005. The Registrant is principally owned by James Joseph Biles, David Edmund Lees, and Paul Joseph Bracaglia. David Edmund Lees is the Registrant’s Managing Member.
- B. As discussed below, the Registrant offers to its clients (individuals, business entities, trusts, estates and charitable organizations, pension and profit sharing plans, etc.) investment advisory services, and, to the extent specifically requested by a client, financial planning and related consulting services.

INVESTMENT ADVISORY SERVICES

The client can determine to engage the Registrant to provide discretionary and/or non-discretionary investment advisory services on a *fee-only* basis. The Registrant’s annual investment advisory fee is based upon a percentage (%) of the market value of the assets placed under the Registrant’s management (generally between negotiable and 1.00%) as follows:

<u>Assets Under Management</u>	<u>Annual Fee</u>
First \$1,000,000	1.00%
Next \$2,000,000	0.75%
Next \$2,000,000	0.50%
Next \$5,000,000	0.35%
Next \$5,000,000	0.25%
Additional Assets	Negotiable

* Alternatively, at a client’s request, Registrant may perform investment management services on a fixed fee basis generally ranging from \$10,000 to \$250,000.

PRIVATE INVESTMENT FUNDS

Affiliated Private Funds. The Registrant is affiliated with several private investment funds: REF Partners, LP, RUS Partners, LP, FFR Partners, LP, FFR, a separate and distinct Tranche of myCIO Master Partnership, L.P., MRC Partners, LP, BRP II, LP and AIP Partners, LP (together, the “*affiliated funds*”) (condensed descriptions of each of which are set forth below (the complete description of the terms, conditions, risks and fees [including incentive compensation] associated with each of the *affiliated funds* is set forth in each *affiliated funds* offering documents)). The Registrant, on a non-discretionary basis, may recommend that qualified clients consider allocating a portion of their investment assets to the *affiliated funds*. The terms and conditions for participation in the *affiliated funds*, including management and incentive fees, conflicts of interest, and risk factors, are set forth in the fund’s offering documents. Registrant’s clients are under absolutely no obligation to consider or make an investment in a private investment fund(s).

Please Note: Private investment funds generally involve various risk factors, including, but not limited to, potential for complete loss of principal, liquidity constraints and lack of transparency, a complete discussion of which is set forth in each fund's offering documents, which will be provided to each client for review and consideration. Unlike other liquid investments that a client may maintain, private investment funds do not provide daily liquidity or pricing. Each prospective client investor will be required to complete a Subscription Agreement, pursuant to which the client shall establish that he/she is qualified for investment in the fund, and acknowledges and accepts the various risk factors that are associated with such an investment.

Please Also Note: Conflict Of Interest. To the extent that the Registrant manages any client account as an investment advisor and the client is also an investor in one or more of the *affiliated funds*, the client is aware that the Registrant will be entitled to an investment advisory fee as described in either the *Investment Advisory Agreement* and/or *Financial Planning Agreement*, in addition to the Administrative Fee received by the Registrant for services provided to one or more of the *affiliated funds*. **The Registrant's Chief Compliance Officer, James J. Biles, remains available to address any questions regarding this conflict of interest.**

Please Also Note: Valuation. In the event that Registrant references private investment funds owned by the client on any supplemental account reports prepared by Registrant, the value(s) for all such private investment funds shall reflect either the initial purchase and/or the most recent valuation provided by fund sponsor. If the valuation reflects the initial purchase price (and/or a value as of a previous date), the current value(s) (to the extent ascertainable) could be **significantly more or less** than the original purchase price.

REF Partners, LP

Registrant offers advice to its clients on the advisability of investing in a private investment Limited Partnership known as REF Partners, LP ("*REF Partners*"), in which Registrant acts as the general partner. Interests in *REF Partners* are privately offered to qualified purchasers (i.e., accredited investors) pursuant to Regulation D under the Securities Act of 1933, as amended. *REF Partners* also relies on an exemption from registration under The Investment Company Act of 1940. Investment in *REF Partners* involves a significant degree of risk. All relevant information, terms and conditions relative to *REF Partners*, including the management fee to be paid the general partner, suitability, investment strategy, risk factors, and potential conflicts of interest, are set forth in the Private Offering Memorandum, Limited Partnership Agreement, and Subscription Agreement, which each subscriber is required to receive and/or execute prior to being accepted as a Limited Partner of *REF Partners*.

In such capacity (as general partner of *REF Partners*), Registrant receives a fee from *REF Partners* in consideration of Registrant managing *REF Partners*' operations. The annual management fee payable to Registrant (through its affiliate) under the partnership agreement of *REF Partners* equals 0.25% (25 basis points) of the aggregate capital account balances of all Limited Partners (including Registrant's clients) of *REF Partners*,

less fund expenses. *REF Partners* (and thus Limited Partners of *REF Partners*, who may be Registrant's clients) is responsible for fund fees and expenses (such fees and expenses include organizational expenses of *REF Partners*, custodial fees, interest and other lenders' charges (if any), taxes (other than income taxes, which will be the responsibility of the Limited Partners), brokerage commissions paid in the course of the purchase or sale of securities, legal, accounting, auditing and tax return preparation fee and expenses, auditing, tax return preparation fees, and all other expert and consulting fees and expenses arising in connection with *REF Partners'* business). Registrant has an ownership interest in *REF Partners*.

RUS Partners, LP

Registrant's related party, myCIO Hedge Fund Advisors, LLC serves as the General Partner for RUS Partners, LP, a Delaware limited partnership (referred to as the "*RUS Fund*"), which is an affiliated private investment limited partnership offered in accordance with Regulation D under SEC regulations. To the extent that certain of Registrant's individual advisory clients qualify, and determine that an investment is appropriate given their investment objective(s) and financial situation, they may be eligible to participate as limited partners in the *RUS Fund*. The *RUS Fund* will then allocate investment assets within the Radcliffe Domestic Ultra Short Duration Fund, LP, an unaffiliated investment vehicle. The client will also be charged an asset based management fee thereby resulting in additional layers of fees (i.e., fees paid to the *Fund* and to Registrant).

Investment in the *RUS Fund* involves a significant degree of risk. All relevant information, terms and conditions relative to the *RUS Fund*, including the management fee to be paid the general partner, suitability, investment strategy, risk factors, and potential conflicts of interest, are set forth in the Private Offering Memorandum, Limited Partnership Agreement, and Subscription Agreement, which each subscriber is required to receive and/or execute prior to being accepted as a Limited Partner of the *RUS Fund*.

In such capacity (as a related party to the general partner of the *RUS Fund*), Registrant receives a fee from the *RUS Fund* in consideration of Registrant managing the *RUS Fund's* operations. The annual management fee payable to Registrant (through its affiliate) under the partnership agreement of the *RUS Fund* equals .0015% (15 basis points) of the aggregate Capital Account balances of all limited partners (including Registrant's clients) of the *RUS Fund*. The *RUS Fund* (and thus limited partners of the *RUS Fund*, who may be Registrant's clients) is responsible for *RUS Fund* fees and expenses (such fees and expenses include organizational expenses of the *RUS Fund*, custodial fees, interest and other lenders' charges (if any), taxes (other than income taxes, which will be the responsibility of the limited partners), brokerage commissions paid in the course of the purchase or sale of securities, legal, accounting, auditing and tax return preparation fee and expenses, auditing, tax return preparation fees, and all other expert and consulting fees and expenses arising in connection with *Fund's* business). The General Partner, myCIO Hedge Fund Advisors, LLC, which is fully and solely owned by the Registrant, has an ownership interest in the *RUS Fund*.

FFR Partners, LP

Registrant offers advice to its clients on the advisability of investing in a private investment Limited Partnership known as FFR Partners, LP (the "*FFR Fund*"), in which Registrant's related party, myCIO Hedge Fund Advisors, LLC acts as the General

Partner. Interests in the *FFR Fund* are privately offered to qualified purchasers (i.e., accredited investors) pursuant to Regulation D under the Securities Act of 1933, as amended. The *FFR Fund* also relies on an exemption from registration under The Investment Company Act of 1940. Investment in the *FFR Fund* involves a significant degree of risk. All relevant information, terms and conditions relative to the *FFR Fund*, including the management fee to be paid the general partner, suitability, investment strategy, risk factors, and potential conflicts of interest, are set forth in the Private Offering Memorandum, Limited Partnership Agreement, and Subscription Agreement, which each subscriber is required to receive and/or execute prior to being accepted as a Limited Partner of the *FFR Fund*.

In such capacity (as a related party to the general partner of the *FFR Fund*), Registrant receives a fee from the *FFR Fund* in consideration of Registrant managing the *FFR Fund*'s operations. The annual management fee payable to Registrant (through its affiliate) under the partnership agreement of the *FFR Fund* equals 0.25% (25 basis points) of the aggregate Capital Account balances of all Limited Partners (including Registrant's clients) of the *FFR Fund*. The *FFR Fund* (and thus Limited Partners of the *FFR Fund*, who may be Registrant's clients) is responsible for *FFR Fund* fees and expenses (such fees and expenses include organizational expenses of the *FFR Fund*, custodial fees, interest and other lenders' charges (if any), taxes (other than income taxes, which will be the responsibility of the Limited Partners), brokerage commissions paid in the course of the purchase or sale of securities, legal, accounting, auditing and tax return preparation fee and expenses, auditing, tax return preparation fees, and all other expert and consulting fees and expenses arising in connection with *FFR Fund*'s business). The General Partner, myCIO Hedge Fund Advisors, LLC, which is fully and solely owned by the Registrant, has an ownership interest in the *FFR Fund*.

FFR, a separate and distinct Tranche of myCIO Master Partnership, L.P.

Registrant manages a private investment Limited Partnership known as FFR, a separate and distinct Tranche of myCIO Master Partnership, L.P. ("*FFR Tranche*"), pursuant to an investment management agreement, entered into between myCIO Hedge Fund Advisors, LLC, an affiliate of Registrant as well as the General Partner of *FFR Tranche*. Interests in *FFR Tranche* are privately offered to qualified purchasers (i.e., accredited investors) pursuant to Regulation D under the Securities Act of 1933, as amended. On a limited basis, non-asset based fee clients (i.e. financial planning clients) of Registrant may be solicited to invest in *FFR Tranche*. *FFR Tranche* relies on an exemption from registration under The Investment Company Act of 1940. Investment in *FFR Tranche* involves a significant degree of risk. All relevant information, terms and conditions relative to *FFR Tranche*, including the management fee to be paid the general partner, suitability, investment strategy, risk factors, and potential conflicts of interest, are set forth in the Private Offering Memorandum, Limited Partnership Agreement, and Subscription Agreement, which each subscriber is required to receive and/or execute prior to being accepted as a Limited Partner of *FFR Tranche*.

Pursuant to the investment management agreement between Registrant and myCIO Hedge Fund Advisors, LLC, the General Partner of *FFR Tranche*, Registrant receives a fee from *FFR Tranche* in consideration of Registrant providing certain investment advisory, management, and administrative services to *FFR Tranche*. The annual management fee payable to Registrant for such services to *FFR Tranche* equals 0.50% (50 basis points) of the aggregate capital account balances of all Limited Partners (including Registrant's clients) of *FFR Tranche*. Both General and Limited Partners' capital accounts are subject to a 0.50% (50 basis points) per annum management fee, in

addition to a 5.0% per annum performance-based fee. *FFR Tranche* is responsible for *FFR Tranche* fees and expenses (such fees and expenses include organizational expenses of *FFR Tranche*, custodial fees, interest and other lenders' charges (if any), taxes (other than income taxes, which will be the responsibility of the Limited Partners), brokerage commissions paid in the course of the purchase or sale of securities, legal, accounting, auditing and tax return preparation fee and expenses, auditing, tax return preparation fees, and all other expert and consulting fees and expenses arising in connection with *FFR Tranche's* business). The General Partner, myCIO Hedge Fund Advisors, LLC, which is fully and solely owned by the Registrant, has an ownership interest in *FFR Tranche*.

MRC Partners, LP

Registrant offers advice to its clients on the advisability of investing in a private investment Limited Partnership known as MRC Partners, LP (the "*MRC Fund*"), in which Registrant's related party, myCIO Hedge Fund Advisors, LLC acts as the General Partner. Interests in the *MRC Fund* are privately offered to qualified purchasers (i.e., accredited investors) pursuant to Regulation D under the Securities Act of 1933, as amended. The *MRC Fund* also relies on an exemption from registration under The Investment Company Act of 1940. Investment in the *MRC Fund* involves a significant degree of risk. All relevant information, terms and conditions relative to the *MRC Fund*, including the management fee to be paid the General Partner, suitability, investment strategy, risk factors, and potential conflicts of interest, are set forth in the Private Offering Memorandum, Limited Partnership Agreement, and Subscription Agreement, which each subscriber is required to receive and/or execute prior to being accepted as a Limited Partner of the *MRC Fund*.

In such capacity (as a related party to the General Partner of the *MRC Fund*), Registrant receives a fee from the *MRC Fund* in consideration of Registrant managing the *MRC Fund's* operations. The annual management fee payable to Registrant (through its affiliate) under the partnership agreement of the *MRC Fund* equals 0.35% (35 basis points) of the aggregate capital account balances of all Limited Partners (including Registrant's clients) of the *MRC Fund* on the first \$30,000,000 (Fund Value) and 0.25% (25 basis points) thereafter. The fee is structured to avoid an additional layer of fees above those charged by Mortar Rock Capital, LP. Mortar Rock Capital, L.P. has reduced its standard fee to the *MRC Fund* to allow the clients to be assessed a combined amount which is equivalent to what the fee would be if they directly invested in Mortar Rock Capital, L.P. The *MRC Fund* (and thus Limited Partners of the *MRC Fund*, who may be Registrant's clients) is responsible for *MRC Fund* fees and expenses (such fees and expenses include organizational expenses of the *MRC Fund*, custodial fees, interest and other lenders' charges (if any), taxes (other than income taxes, which will be the responsibility of the Limited Partners), brokerage commissions paid in the course of the purchase or sale of securities, legal, accounting, auditing and tax return preparation fee and expenses, auditing, tax return preparation fees, and all other expert and consulting fees and expenses arising in connection with *MRC Fund's* business). The General Partner, myCIO Hedge Fund Advisors, LLC, which is fully and solely owned by the Registrant, has an ownership interest in the *MRC Fund*.

BRP II, LP

Registrant offers advice to its clients on the advisability of investing in a private investment Limited Partnership known as BRP II, LP (the "*BRP Fund*"), in which Registrant's related party, myCIO Hedge Fund Advisors, LLC acts as the general partner. Interests in the *BRP Fund* are privately offered to qualified purchasers (i.e., accredited

investors) pursuant to Regulation D under the Securities Act of 1933, as amended. The *BRP Fund* also relies on an exemption from registration under The Investment Company Act of 1940. Investment in the *BRP Fund* involves a significant degree of risk. All relevant information, terms and conditions relative to the *BRP Fund*, including the management fee to be paid the general partner, suitability, investment strategy, risk factors, and potential conflicts of interest, are set forth in the Private Offering Memorandum, Limited Partnership Agreement, and Subscription Agreement, which each subscriber is required to receive and/or execute prior to being accepted as a Limited Partner of the *BRP Fund*.

In such capacity (as a related party to the General Partner of the *BRP Fund*), Registrant receives a fee from the *BRP Fund* in consideration of Registrant managing the *BRP Fund*'s operations. The annual management fee payable to Registrant (through its affiliate) under the partnership agreement of the *BRP Fund* equals 0.50% (50 basis points) of the aggregate capital account balances of all Limited Partners (including Registrant's clients) of the *BRP Fund*. The *BRP Fund* (and thus Limited Partners of the *BRP Fund*, who may be Registrant's clients) is responsible for *BRP Fund* fees and expenses (such fees and expenses include organizational expenses of the *BRP Fund*, custodial fees, interest and other lenders' charges (if any), taxes (other than income taxes, which will be the responsibility of the Limited Partners), brokerage commissions paid in the course of the purchase or sale of securities, legal, accounting, auditing and tax return preparation fee and expenses, auditing, tax return preparation fees, and all other expert and consulting fees and expenses arising in connection with *BRP Fund*'s business). The General Partner, myCIO Hedge Fund Advisors, LLC, which is fully and solely owned by the Registrant, has an ownership interest in the *BRP Fund*.

AIP Partners, LP

Registrant offers advice to its clients on the advisability of investing in a private investment Limited Partnership known as AIP Partners, LP (the "*AIP Fund*"), in which Registrant's related party, myCIO Hedge Fund Advisors, LLC acts as the general partner. Interests in the *AIP Fund* are privately offered to qualified purchasers (i.e., accredited investors) pursuant to Regulation D under the Securities Act of 1933, as amended. The *AIP Fund* also relies on an exemption from registration under The Investment Company Act of 1940. Investment in the *AIP Fund* involves a significant degree of risk. All relevant information, terms and conditions relative to the *AIP Fund*, including the management fee to be paid the general partner, suitability, investment strategy, risk factors, and potential conflicts of interest, are set forth in the Private Offering Memorandum, Limited Partnership Agreement, and Subscription Agreement, which each subscriber is required to receive and/or execute prior to being accepted as a Limited Partner of the *AIP Fund*.

In such capacity (as a related party to the general partner of the *AIP Fund*), Registrant receives a fee from the *AIP Fund* in consideration of Registrant managing the *AIP Fund*'s operations. The annual management fee payable to Registrant (through its affiliate) under the partnership agreement of the *AIP Fund* equals 0.50% (50 basis points) of the aggregate Capital Account balances of all Limited Partners (including Registrant's clients) of the *AIP Fund*. The *AIP Fund* (and thus Limited Partners of the *AIP Fund*, who may be Registrant's clients) is responsible for *AIP Fund* fees and expenses (such fees and expenses include organizational expenses of the *AIP Fund*, custodial fees, interest and other lenders' charges (if any), taxes (other than income taxes, which will be the

responsibility of the Limited Partners), brokerage commissions paid in the course of the purchase or sale of securities, legal, accounting, auditing and tax return preparation fee and expenses, auditing, tax return preparation fees, and all other expert and consulting fees and expenses arising in connection with *AIP Fund*'s business). The General Partner, myCIO Hedge Fund Advisors, LLC, which is fully and solely owned by the Registrant, has an ownership interest in the *AIP Fund*.

Unaffiliated Private Investment Funds. Registrant may also provide investment advice regarding unaffiliated private investment funds. Registrant, on a non-discretionary basis, may recommend that certain qualified clients consider an investment in private investment funds. Registrant's role relative to the private investment funds shall be limited to its initial and ongoing due diligence and investment monitoring services. If a client determines to become a private fund investor, the amount of assets invested in the fund(s) shall be included as part of "assets under management" for purposes of Registrant calculating its investment advisory fee. Registrant's clients are under absolutely no obligation to consider or make an investment in a private investment fund(s).

Please Note: Private investment funds generally involve various risk factors, including, but not limited to, potential for complete loss of principal, liquidity constraints and lack of transparency, a complete discussion of which is set forth in each fund's offering documents, which will be provided to each client for review and consideration. Unlike other liquid investments that a client may maintain, private investment funds do not provide daily liquidity or pricing. Each prospective client investor will be required to complete a Subscription Agreement, pursuant to which the client shall establish that he/she is qualified for investment in the fund, and acknowledges and accepts the various risk factors that are associated with such an investment.

Please Also Note: Valuation. In the event that Registrant references private investment funds owned by the client on any supplemental account reports prepared by Registrant, the value(s) for all such private investment funds shall reflect either the initial purchase and/or the most recent valuation provided by fund sponsor. If the valuation reflects the initial purchase price (and/or a value as of a previous date), the current value(s) (to the extent ascertainable) could be **significantly more or less** than the original purchase price.

FINANCIAL PLANNING AND CONSULTING SERVICES (STAND-ALONE)

To the extent requested by a client, the Registrant *may* determine to provide financial planning and/or consulting services (including investment and non-investment related matters, including estate planning, insurance planning, etc.) on a stand-alone separate fee basis. Registrant's planning and consulting fees are negotiable, but generally range from \$10,000 to \$250,000 on a fixed fee basis, and from \$100 to \$600 on an hourly rate basis, depending upon the level and scope of the service(s) required and the professional(s) rendering the service(s). Prior to engaging the Registrant to provide planning or consulting services, clients are generally required to enter into a *Financial Agreement* with Registrant setting forth the terms and conditions of the engagement (including termination), describing the scope of the services to be provided, and the portion of the fee that is due from the client prior to Registrant commencing services. If requested by

the client, Registrant may recommend the services of other professionals for implementation purposes. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from the Registrant. **Please Note:** If the client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. **Please Also Note:** It remains the client's responsibility to promptly notify the Registrant if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Registrant's previous recommendations and/or services.

TAX PREPARATION SERVICES

To the extent requested by the client, the Registrant *may* determine to provide tax preparation services on a stand-alone separate fee basis. Registrant's typical tax preparation fee is \$2,500.

MISCELLANEOUS

Non-Investment Consulting/Implementation Services. To the extent requested by the client, the Registrant *may* provide consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. Neither the Registrant, nor any of its representatives, serves as an attorney, accountant, or licensed insurance agent, and no portion of the Registrant's services should be construed as same. To the extent requested by a client, the Registrant may recommend the services of other professionals for certain non-investment implementation purposes (i.e. attorneys, accountants, insurance agents, etc.). The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from the Registrant. **Please Note:** If the client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. **Please Also Note:** It remains the client's responsibility to promptly notify the Registrant if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Registrant's previous recommendations and/or services.

Please Note: Non-Discretionary Service Limitations. Clients that determine to engage the Registrant on a non-discretionary investment advisory basis **must be willing to accept** that the Registrant cannot effect any account transactions without obtaining prior verbal consent to any such transaction(s) from the client. Thus, in the event of a market correction during which the client is unavailable, the Registrant will be unable to effect any account transactions (as it would for its discretionary clients) without first obtaining the client's verbal consent.

Sub-Advisory Arrangements. The Registrant may engage sub-advisors for the purpose of assisting the Registrant with the management of its client accounts. The sub-advisor(s) shall have discretionary authority for the day-to-day management of the assets that are allocated to it by the Registrant. The sub-advisor shall continue in such capacity until such arrangement is terminated or modified by the Registrant. The Registrant shall pay a portion of the investment advisory fee received for these allocated assets to the sub-advisor for its sub-advisory services. The Registrant's Chief Compliance Officer, James

J. Biles, remains available to address any questions concerning the Registrant's sub-advisory arrangements.

Independent Managers. The Registrant may allocate (and/or recommend that the client allocate) a portion of a client's investment assets among unaffiliated independent investment managers in accordance with the client's designated investment objective(s). In such situations, the *Independent Manager[s]* shall have day-to-day responsibility for the active discretionary management of the allocated assets. The Registrant shall continue to render investment advisory services to the client relative to the ongoing monitoring and review of account performance, asset allocation and client investment objectives. Factors which the Registrant shall consider in recommending *Independent Manager[s]* include the client's designated investment objective(s), management style, performance, reputation, financial strength, reporting, pricing, and research.

Client Obligations. In performing its services, Registrant shall not be required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely thereon. Moreover, each client is advised that it remains his/her/its responsibility to promptly notify the Registrant if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Registrant's previous recommendations and/or services.

Disclosure Statement. A copy of the Registrant's written Brochure as set forth on Part 2A of Form ADV shall be provided to each client prior to, or contemporaneously with, the execution of the *Investment Advisory Agreement* or *Financial Planning Agreement*. Any client who has not received a copy of Registrant's written Brochure at least 48 hours prior to executing the *Investment Advisory Agreement* or *Financial Planning Agreement* shall have five business days subsequent to executing the agreement to terminate the Registrant's services without penalty.

- C. The Registrant shall provide investment advisory services specific to the needs of each client. Prior to providing investment advisory services, an investment adviser representative will ascertain each client's investment objective(s). Thereafter, the Registrant shall allocate and/or recommend that the client allocate investment assets consistent with the designated investment objective(s). The client may, at anytime, impose reasonable restrictions, in writing, on the Registrant's services.
- D. The Registrant does not participate in a wrap fee program.
- E. As of December 31, 2011, the Registrant had \$1,825,269,445 in assets under management on a discretionary basis and \$3,489,994,361 in assets under management on a non-discretionary basis.

Item 5 Fees and Compensation

- A. The client can determine to engage the Registrant to provide discretionary and/or non-discretionary investment advisory services on a *fee-only* basis.

INVESTMENT ADVISORY SERVICES

If a client determines to engage the Registrant to provide discretionary and/or non-discretionary investment advisory services on a *fee-only* basis, the Registrant's annual investment advisory fee shall be based upon a percentage (%) of the market value and type of assets placed under the Registrant's management (generally between negotiable and 1.00%) as follows:

<u>Assets Under Management</u>	<u>Annual Fee</u>
First \$1,000,000	1.00%
Next \$2,000,000	0.75%
Next \$2,000,000	0.50%
Next \$5,000,000	0.35%
Next \$5,000,000	0.25%
Additional Assets	Negotiable

* Alternatively, at a client's request, Registrant may perform investment management services on a fixed fee basis generally ranging from \$10,000 to \$250,000.

FINANCIAL PLANNING AND CONSULTING SERVICES (STAND-ALONE)

To the extent specifically requested by a client, the Registrant *may* determine to provide financial planning and/or consulting services (including investment and non-investment related matters, including estate planning, insurance planning, etc.) on a stand-alone fee basis. Registrant's planning and consulting fees are negotiable, but generally range from \$10,000 to \$250,000 on a fixed fee basis, and from \$100 to \$600 on an hourly rate basis, depending upon the level and scope of the service(s) required and the professional(s) rendering the service(s).

TAX PREPARATION SERVICES

To the extent requested by the client, the Registrant *may* determine to provide tax preparation services on a stand-alone separate fee basis. Registrant's typical tax preparation fee is \$2,500.

- B. Clients may elect to have the Registrant's advisory fees deducted from their custodial account. Both Registrant's *Investment Advisory Agreement* and the custodial/ clearing agreement may authorize the custodian to debit the account for the amount of the Registrant's investment advisory fee and to directly remit that management fee to the Registrant in compliance with regulatory procedures. In the limited event that the Registrant bills the client directly, payment is due upon receipt of the Registrant's invoice. The Registrant shall deduct fees and/or bill clients quarterly in advance, based upon the market value of the assets on the last business day of the previous quarter.
- C. As discussed below, unless the client directs otherwise or an individual client's circumstances require, the Registrant shall generally recommend that Charles Schwab and Co., Inc. ("*Schwab*"), Pershing Advisor Solutions, LLC ("*Pershing*"), HSBC, Bank of New York or JP Morgan Chase & Co. ("*JP Morgan*") serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as *Schwab*, *Pershing*, HSBC, Bank of New York and *JP Morgan* charge brokerage

commissions and/or transaction fees for effecting certain securities transactions (i.e. transaction fees are charged for certain no-load mutual funds, commissions are charged for individual equity and fixed income securities transactions). In addition to Registrant's investment management fee, brokerage commissions and/or transaction fees, clients will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g. management fees and other fund expenses).

- D. Registrant's annual investment advisory fee shall be prorated and paid quarterly, in advance, based upon the market value of the assets on the last business day of the previous quarter. The Registrant generally requires a minimum asset level of \$1,000,000 for investment advisory services. The Registrant, in its sole discretion, may charge a lesser investment management fee and/or waive or reduce its minimum asset requirement based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.).

The *Investment Advisory Agreement* between the Registrant and the client will continue in effect until terminated by either party by written notice in accordance with the terms of the *Investment Advisory Agreement*. Upon termination, the Registrant shall refund the pro-rated portion of the advanced advisory fee paid based upon the number of days remaining in the billing quarter.

- E. Neither the Registrant, nor its representatives accept compensation from the sale of securities or other investment products.

Item 6 Performance-Based Fees and Side-by-Side Management

Rule 205-3 of the Investment Advisers Act of 1940 permits a registered investment adviser to enter into a performance fee agreement with certain sophisticated clients who have the capacity to bear the potential additional risks of such a fee arrangement. An adviser can rely on Rule 205-3 only if the performance fee agreement is with "eligible" clients. Eligible clients are defined in the Rule as natural persons and companies that have *either* at least \$750,000.00 under management with the Registrant immediately after entering into a performance fee agreement *or* a net worth at the time the agreement is entered into in excess of \$1.5 Million (i.e. a natural person's net worth may include assets held jointly with a spouse).

Consistent with the parameters of Rule 205-3 of the Investment Advisers Act of 1940 (to the extent Rule 205-3 is applicable), the Registrant (and/or Registrant's affiliated entities) may also receive, both for managed accounts and for its *affiliated funds*, incentive or performance fee compensation on a fully disclosed written basis. Because Registrant and its representatives manage client accounts that charge both an asset-based fee and/or a performance based fee, this arrangement creates a **conflict of interest**, as Registrant and its representatives have an incentive to favor investments where Registrant receives both an asset-based fee and a performance fee. **The Registrant's Chief Compliance Officer, James J. Biles, remains available to address any questions regarding this conflict of interest.**

Item 7 Types of Clients

The Registrant's clients shall generally include individuals, business entities, trusts, estates and charitable organizations, pension and profit sharing plans. The Registrant generally requires a minimum asset level of \$1,000,000 for investment advisory services. The Registrant, in its sole discretion, may charge a lesser investment management fee and/or waive or reduce its minimum asset requirement based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.).

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

- A. The Registrant may utilize the following methods of security analysis:
- Fundamental - (analysis performed on historical and present data, with the goal of making financial forecasts)
 - Technical – (analysis performed on historical and present data, focusing on price and trade volume, to forecast the direction of prices)

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

- Long Term Purchases (securities held at least a year)
- Short Term Purchases (securities sold within a year)
- Short Sales (contracted sale of borrowed securities with an obligation to make the lender whole)
- Margin Transactions (use of borrowed assets to purchase financial instruments)
- Options (contract for the purchase or sale of a security at a predetermined price during a specific period of time)

Please Note: Investment Risk. Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by the Registrant) will be profitable or equal any specific performance level(s).

- B. The Registrant's methods of analysis and investment strategies do not present any significant or unusual risks.

However, every method of analysis has its own inherent risks. To perform an accurate market analysis the Registrant must have access to current/new market information. The Registrant has no control over the dissemination rate of market information; therefore, unbeknownst to the Registrant, certain analyses may be compiled with outdated market information, severely limiting the value of the Registrant's analysis. Furthermore, an accurate market analysis can only produce a forecast of the direction of market values. There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

The Registrant's primary investment strategies - Long Term Purchases and Short Term Purchases - are fundamental investment strategies. However, every investment strategy has its own inherent risks and limitations. For example, longer term investment strategies require a longer investment time period to allow for the strategy to potentially develop. Shorter term investment strategies require a shorter investment time period to potentially develop but, as a result of more frequent trading, may incur higher transactional costs when compared to a longer term investment strategy.

In addition to the fundamental investment strategies discussed above, the Registrant may also implement and/or recommend – short selling, use of margin, and/or options transactions. Each of these strategies has a high level of inherent risk. (See discussion below).

Short selling is an investment strategy with a high level of inherent risk. Short selling, involves the selling of assets that the investor does not own. The investor borrows the assets from a third party lender (i.e. Broker-Dealer) with the obligation of buying identical assets at a later date to return to the third party lender. Individuals who engage in this activity shall only profit from a decline in the price of the assets between the original date of sale and the date of repurchase. Conversely, the short seller will incur a loss if the price of the assets rises. Other costs of shorting may include a fee for borrowing the assets and payment of any dividends paid on the borrowed assets.

Margin is an investment strategy with a high level of inherent risk. A margin transaction occurs when an investor uses borrowed assets to purchase financial instruments. The investor generally obtains the borrowed assets by using other securities as collateral for the borrowed sum. The effect of purchasing a security using margin is to magnify any gains or losses sustained by the purchase of the financial instruments on margin. **Please Note:** To the extent that a client authorizes the use of margin, and margin is thereafter employed by the Registrant in the management of the client's investment portfolio, the market value of the client's account and corresponding fee payable by the client to the Registrant may be increased. As a result, in addition to understanding and assuming the additional principal risks associated with the use of margin, clients authorizing margin are advised of the potential ***conflict of interest*** whereby the client's decision to employ margin *may* correspondingly increase the management fee payable to the Registrant. Accordingly, the decision as to whether to employ margin is left totally to the discretion of client.

The use of options transactions as an investment strategy involves a high level of inherent risk. Option transactions establish a contract between two parties concerning the buying or selling of an asset at a predetermined price during a specific period of time. During the term of the option contract, the buyer of the option gains the right to demand fulfillment by the seller. Fulfillment may take the form of either selling or purchasing a security depending upon the nature of the option contract. Generally, the purchase or the recommendation to purchase an option contract by the Registrant shall be with the intent of offsetting/"hedging" a potential market risk in a client's portfolio. **Please Note:** Although the intent of the options-related transactions that may be implemented by the Registrant is to hedge against principal risk, certain of the options-related strategies (i.e. straddles, short positions, etc), may, in and of themselves, produce principal volatility and/or risk. Thus, a client must be willing to accept these enhanced volatility and principal risks associated with such strategies. In light of these enhanced risks, client may

direct the Registrant, in writing, not to employ any or all such strategies for his/her/their/its accounts.

- C. Currently, the Registrant primarily allocates client investment assets among various individual equity (stocks), debt (bonds) and fixed income securities, mutual funds and/or exchange traded funds private investment funds and Independent Manager[s], on a discretionary and non-discretionary basis in accordance with the client's designated investment objective(s). (*See* Independent Manager[s] above).

Item 9 Disciplinary Information

The Registrant has not been the subject of any disciplinary actions.

Item 10 Other Financial Industry Activities and Affiliations

- A. Neither the Registrant, nor its representatives, are registered or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.
- B. Neither the Registrant, nor its representatives, are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or a representative of the foregoing.
- C.
 - 2. **Private Investment Funds.** The Registrant is affiliated with several private investment funds: REF Partners, LP, RUS Partners, LP, FFR Partners, LP, FFR, a separate and distinct Tranche of myCIO Master Partnership, L.P., MRC Partners, LP, BRP II, LP and AIP Partners, LP (together, the "*affiliated funds*") (condensed descriptions of each of which are set forth above (the complete description of the terms, conditions, risks and fees [including incentive compensation] associated with each of the *affiliated funds* is set forth in each *affiliated funds* offering documents)). The Registrant, on a non-discretionary basis, may recommend that qualified clients consider allocating a portion of their investment assets to the *affiliated funds*. The terms and conditions for participation in the *affiliated funds*, including management and incentive fees, conflicts of interest, and risk factors, are set forth in the fund's offering documents. Registrant's clients are under absolutely no obligation to consider or make an investment in a private investment fund(s).

Please Note: Private investment funds generally involve various risk factors, including, but not limited to, potential for complete loss of principal, liquidity constraints and lack of transparency, a complete discussion of which is set forth in each fund's offering documents, which will be provided to each client for review and consideration. Unlike other liquid investments that a client may maintain, private investment funds do not provide daily liquidity or pricing. Each prospective client investor will be required to complete a Subscription Agreement, pursuant to which the client shall establish that he/she is qualified for investment in the fund, and acknowledges and accepts the various risk factors that are associated with such an investment.

Please Also Note: Conflict Of Interest. To the extent that the Registrant manages any client account as an investment advisor and the client is also an investor in one or more of the *affiliated funds*, the client is aware that the Registrant will be entitled to an investment advisory fee as described in either the *Investment Advisory Agreement* and/or *Financial Planning Agreement*, in addition to the Administrative Fee received by the Registrant for services provided to one or more of the *affiliated funds*. **The Registrant's Chief Compliance Officer, James J. Biles, remains available to address any questions regarding this conflict of interest.**

Please Also Note: Valuation. In the event that Registrant references private investment funds owned by the client on any supplemental account reports prepared by Registrant, the value(s) for all such private investment funds shall reflect either the initial purchase and/or the most recent valuation provided by fund sponsor. If the valuation reflects the initial purchase price (and/or a value as of a previous date), the current value(s) (to the extent ascertainable) could be **significantly more or less** than the original purchase price.

- D. The Registrant does not receive, directly or indirectly, compensation from investment advisors that it recommends or selects for its clients.

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

- A. The Registrant maintains an investment policy relative to personal securities transactions. This investment policy is part of Registrant's overall Code of Ethics, which serves to establish a standard of business conduct for all of Registrant's Representatives 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, the Registrant 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 the Registrant.

- B. As disclosed above, the Registrant has a financial interest in the *affiliated funds*. The Registrant, on a non-discretionary basis, may recommend that qualified clients consider allocating a portion of their investment assets to the *affiliated funds*. The terms and conditions for participation in the *affiliated funds*, including management and incentive fees, conflicts of interest, and risk factors, are set forth in the fund's offering documents. Registrant's clients are under absolutely no obligation to consider or make an investment in a private investment fund(s).

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

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

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

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

Item 12 Brokerage Practices

- A. In the event that the client requests that the Registrant recommend a broker-dealer/custodian for execution and/or custodial services (exclusive of those clients that may direct the Registrant to use a specific broker-dealer/custodian), Registrant generally recommends that investment management accounts be maintained at *Schwab*, *Pershing*, HSBC, Bank of New York or *JP Morgan*. Prior to engaging Registrant to provide investment management services, the client will be required to enter into a formal *Investment Advisory Agreement* with Registrant setting forth the terms and conditions under which Registrant shall manage the client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Factors that the Registrant considers in recommending *Schwab*, *Pershing*, HSBC, Bank of New York or *JP Morgan* (or any other broker-dealer/custodian to clients) include historical relationship with the Registrant, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by Registrant's clients shall comply with the Registrant's duty to obtain best execution, a client may pay a commission that is higher than another qualified broker-

dealer might charge to effect the same transaction where the Registrant determines, in good faith, that the commission/transaction fee is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Registrant will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, Registrant's investment management fee. The Registrant's best execution responsibility is qualified if securities that it purchases for client accounts are mutual funds that trade at net asset value as determined at the daily market close.

1. Research and Additional Benefits

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

As indicated above, certain of the support services and/or products that *may* be received may assist the Registrant in managing and administering client accounts. Others do not directly provide such assistance, but rather assist the Registrant to manage and further develop its business enterprise.

Registrant's clients do not pay more for investment transactions effected and/or assets maintained at *Schwab, Pershing*, HSBC, Bank of New York or *JP Morgan* as a result of this arrangement. There is no corresponding commitment made by the Registrant to *Schwab, Pershing*, HSBC, Bank of New York or *JP Morgan* or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangement.

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

2. The Registrant does not receive referrals from broker-dealers.

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

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

The Registrant's Chief Compliance Officer, James J. Biles, remains available to address any questions that a client or prospective client may have regarding the above arrangement.

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

Item 13 Review of Accounts

- A. For those clients to whom Registrant provides investment supervisory services, account reviews are conducted on an ongoing basis by the Registrant's Principals and/or representatives. All investment supervisory clients are advised that it remains their responsibility to advise the Registrant of any changes in their investment objectives and/or financial situation. All clients (in person or via telephone) are encouraged to review financial planning issues (to the extent applicable), investment objectives and account performance with the Registrant on an annual basis.
- B. The Registrant *may* conduct account reviews on an other than periodic basis upon the occurrence of a triggering event, such as a change in client investment objectives and/or financial situation, market corrections and client request.

- C. Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. The Registrant may also provide a written periodic report summarizing account activity and performance.

Item 14 Client Referrals and Other Compensation

- A. As referenced in Item 12.A.1 above, the Registrant may receive an indirect economic benefit from *Schwab, Pershing*, HSBC, Bank of New York or *JP Morgan*. The Registrant, without cost (and/or at a discount), may receive support services and/or products from *Schwab, Pershing*, HSBC, Bank of New York or *JP Morgan*.

Registrant's clients do not pay more for investment transactions effected and/or assets maintained at *Schwab, Pershing*, HSBC, Bank of New York or *JP Morgan* as a result of this arrangement. There is no corresponding commitment made by the Registrant to *Schwab, Pershing*, HSBC, Bank of New York or *JP Morgan* or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangement.

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

Item 15 Custody

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

Please Note: To the extent that the Registrant provides clients with periodic account statements or reports, the client is urged to compare any statement or report provided by the Registrant with the account statements received from the account custodian. **Please Also Note:** The account custodian does not verify the accuracy of the Registrant's advisory fee calculation.

Item 16 Investment Discretion

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

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

Item 17 Voting Client Securities

- A. The Registrant does not vote client proxies. Clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets.
- B. Clients will receive their proxies or other solicitations directly from their custodian. Clients may contact the Registrant to discuss any questions they may have with a particular solicitation.

Item 18 Financial Information

- A. The Registrant does not solicit fees of more than \$1,200, per client, six months or more in advance.
- B. The Registrant is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts.
- C. The Registrant has not been the subject of a bankruptcy petition.

ANY QUESTIONS: The Registrant's Chief Compliance Officer, James J. Biles, remains available to address any questions that a client or prospective client may have regarding the above disclosures and arrangements.