

Schedule F of 03/31/2009**Form ADV****Continuation Sheet for Form ADV Part II**

Applicant:

TMFS-San Antonio, LLC

SEC File Number:

801 - 67940

Date:

03/31/2009

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

1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: TMFS—San Antonio, LLC The Mutual Fund Store		IRS Empl. Ident. No.: 20-3456298
Item of Form (identify)	Answer	
Item 1 D.	<p style="text-align: center;">SERVICES:</p> <p>INVESTMENT SUPERVISORY SERVICES:</p> <p>TMFS-San Antonio, TX, LLC (hereinafter "TMFS-San Antonio, TX, LLC") provides investment supervisory services, defined as giving continuous advice to a client or making investments for a client based on the client's individual needs. TMFS-San Antonio, TX, LLC provides this service to individuals, pension and profit sharing plans, trusts, estates and charitable organizations, and corporations. TMFS-San Antonio, TX, LLC will manage advisory accounts on a discretionary basis only. Account supervision is guided by the stated objectives of the client (i.e. maximum capital appreciation, growth, income, or growth and income).</p> <p>TMFS-San Antonio, TX, LLC will create a portfolio of both no-load and load-waived mutual funds. We will allocate the client's assets among various funds available through our broker, Charles Schwab, taking into consideration the overall management style selected by the client. Although we do not recommend them, other funds may be available which are not already offered by Charles Schwab's platform. The individual funds will be selected using many criteria among which are:</p> <ul style="list-style-type: none">-the fund's performance history;-the industry sector in which the fund invests;-the track record of the fund's manager;-the fund's investment objective;-the fund's management style and philosophy; and-the fund's management fee structure. <p>Portfolio weighting between funds and market sectors will be determined by each client's individual needs and circumstances. Clients will have the opportunity to place reasonable restrictions on the types of investments, which will be made on the client's behalf. Clients will retain individual ownership of all securities.</p> <p>TMFS-San Antonio, TX performs an annual review of the brokerage platform to be used for client accounts, and recommends the broker/custodian offering the platform believed to provide an advantageous mix of product, service and execution on behalf of the client. Clients should note that other brokers/custodians could offer other funds, pricing, services or capabilities.</p> <p>FINANCIAL PLANNING:</p> <p>TMFS also provides advice in the form of a Financial Plan. Clients purchasing this service will receive a written financial plan, providing the client with a detailed financial plan designed to achieve her or his stated financial goals and objectives. In general, the financial plan will address any or all of the following areas of concern:</p> <p>-PERSONAL: Family records, budgeting, personal liability, estate information and financial goals.</p>	

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Item 1 D. (continued)	<p>-TAX & CASH FLOW: Income tax and spending analysis and planning for past, current, and future years. We will illustrate the impact of various investments on your current income tax and future tax liability.</p> <p>-DEATH & DISABILITY: Cash needs at death, income needs of surviving dependents, estate planning and disability income analysis.</p> <p>-RETIREMENT: Analysis of current strategies and investment plans to help the client achieve her or his retirement goals.</p> <p>-INVESTMENTS: Analysis of investment alternatives and their effect on a client's portfolio.</p> <p>TMFS gathers required information through in-depth personal interviews. Information gathered includes a client's current financial status, future goals, and attitudes toward risk. Related documents supplied by the client are carefully reviewed, including a questionnaire completed by the client, and a written report is prepared.</p> <p>Should a client choose to implement the recommendations contained in the plan, TMFS suggests the client work closely with her or his attorney, accountant, insurance agent, and/or stockbroker. Implementation of financial plan recommendations is entirely at the client's discretion.</p> <p>CONSULTING:</p> <p>Clients can also receive investment advice on a more limited basis. This may include advice on one or more isolated area or areas of concern such as estate planning, retirement planning, or any other specific topic. TMFS also provides specific consultation and administrative services regarding investment and financial concerns of the client. Additionally, TMFS provides advice on non-securities matters. Generally, this is in connection with the rendering of estate planning, insurance, and/or annuity advice.</p> <p style="text-align: center;">FEE SCHEDULE</p> <p>INVESTMENT SUPERVISORY SERVICES:</p> <p>The annual fee charged for investment supervisory services is based on a percentage of the client's assets under management. A minimum of \$50,000 (fifty thousand dollars) in assets under management is required for this service. TMFS will quote an exact percentage to each client, based on both the nature and total dollar value of that account.</p> <p>Clients will be invoiced in arrears at marginal billing rate at the end of each three-month period, based upon the period's month-end value (market value or fair market value in the absence of market value, plus any credit balance or minus any debit balance) of the client's account during the previous quarter.</p>	

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Item 1D. (continued)	<p>Quarterly fees for this service are marginal and as follows:</p> <table border="1"><thead><tr><th><u>Assets under management</u></th><th><u>Quarterly fee charged</u></th></tr></thead><tbody><tr><td>\$ 50,000 - \$250,000</td><td>.3750%</td></tr><tr><td>\$250,001 - \$500,000</td><td>.3250%</td></tr><tr><td>\$500,001 - \$750,000</td><td>.2750%</td></tr><tr><td>\$750,001 - \$1,000,000</td><td>.2500%</td></tr><tr><td>\$1 million and above</td><td>.2250%</td></tr></tbody></table> <p>When a client makes a contribution or withdrawal of at least \$50,000 during the quarter, TMFS—San Antonio, TX prorates the client's quarterly advisory fee. However, no proration occurs for smaller contributions or withdrawals that a client makes prior to the end of the quarter;</p> <p>All fees paid to TMFS for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds to their shareholders. The fund's fees and expenses are described in each fund's prospectus. These fees will generally include a management fee, other fund expenses and a possible distribution fee. If the fund also imposes sales charges, a client may pay an initial or deferred sales charge. A client could invest in a mutual fund directly, without the services of TMFS. In that case, the client would not receive TMFS's services designed, among other things, to assist the client in determining which mutual fund or funds are most appropriate to that client's financial condition and objectives. Accordingly, to evaluate the advisory services being paid for, the client should review both the fees charged by the funds and the fees charged by TMFS to understand fully the total amount of fees to be paid by the client, and to evaluate thereby the advisory services being paid for.</p> <p>FINANCIAL PLANNING:</p> <p>A flat fee will be calculated based upon the extent and complexity of the individual client's personal circumstances, the client's gross income and amount of assets under management. Fees for financial planning services will typically range from \$500.00 to \$2,000.00, with a minimum fee of \$500.00. All fees are agreed upon prior to entering into a contract with any client.</p> <p>Financial planning fees shall be due as follows:</p> <p>One-half of the total fee will be due and payable at the time the client enters into the financial planning agreement, with the balance due and payable at the time the financial plan is delivered to the client. Typically the financial plan will be presented to the client within 90 days of the contract date, provided that all information needed to prepare the financial plan has been provided by the client. If the client terminates the contract prior to completion of the financial plan, any prepaid, unearned fees will be refunded promptly, and any earned, unpaid fees will be due and payable.</p>		<u>Assets under management</u>	<u>Quarterly fee charged</u>	\$ 50,000 - \$250,000	.3750%	\$250,001 - \$500,000	.3250%	\$500,001 - \$750,000	.2750%	\$750,001 - \$1,000,000	.2500%	\$1 million and above	.2250%
<u>Assets under management</u>	<u>Quarterly fee charged</u>													
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Item 1 D. (continued)	<p>CONSULTING:</p> <p>Fees for specific administrative and consulting services will be billed at an hourly rate of \$150.00 per hour, upon mutual agreement with the client, and shall be due and payable as earned.</p> <p>FEES FOR SELECTION AND MONITORING SERVICES:</p> <p>Fees for Selection and Monitoring Services will be billed at an hourly rate of \$150.00 per hour, upon mutual agreement with the client, and shall be due and payable as earned.</p> <p>FEE OFFSET:</p> <p>If a Financial Planning or Consulting client opts to contract with TMFS for Portfolio Management Services, TMFS may offer to offset the Financial Planning or Consulting fee, up to the value of \$500, against the initial fee for Portfolio Management services.</p> <p>GENERAL INFORMATION ON FEES:</p> <p>In certain circumstances all fees and account minimums may be negotiable. The fee charged is calculated as described above and is not charged on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of an advisory client (SEC Rule 205 (a)(1)).</p> <p>Short Term Redemption Fees</p> <ul style="list-style-type: none">■ "If a TMFS-San Antonio, Select List mutual fund is redeemed within any date from purchase, Charles Schwab & Co., Inc., does not impose a short-term redemption fee. Other fees could be charged by the mutual fund company. TMFS-San Antonio receives no portion of the short-term redemption fee.■ In addition to the short-term redemption fees, many mutual funds charge a contingent redemption fee if shares are redeemed within a certain period of time, usually between 1-366 days, but some contingent redemption periods may be longer. The contingent redemption charge is usually 1%-2% of the sale amount. TMFS-San Antonio receives no portion of the contingent redemption fee. These fees are imposed to minimize market timing and excessive trading that impairs the value of longer-term mutual fund shareholders. Please see the individual mutual fund prospectus for full details."	

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Item 4. B. (8)	<p>TERMINATION:</p> <p>A client agreement may be canceled at any time, by either party, for any reason, upon receipt of written notice. Upon termination of any account, any prepaid, unearned fees will be refunded promptly, and any earned, unpaid fees will be due and payable. The client has the right to terminate an agreement without penalty within five business days after entering into the agreement.</p> <p>All fees paid to TMFS for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds to their shareholders. These fees and expenses are described in each fund's prospectus. These fees will generally include a management fee, other fund expenses, and a possible distribution fee. If the fund also imposes sales charges, a client may pay an initial or a deferred sales charge. A client could invest in a mutual fund directly, without the services of TMFS. In that case, the client would not receive the services provided by TMFS designed, among other considerations, to assist the client in determining which mutual fund or funds are most appropriate to each client's financial condition and objectives. Accordingly, the client should review both the fees charged by the funds and the fees charged by TMFS to understand fully the total amount of fees to be paid by the client, and to evaluate thereby the advisory services being paid for.</p> <p>A franchise agreement exists between TMFS-San Antonio, LLC and an affiliated company of The Mutual Fund Research Center. Termination of that agreement could limit the ability of TMFS-San Antonio, LLC to access new mutual fund recommendations provided by The Mutual Fund Research Center. If the agreement was terminated, any securities held on your behalf by a custodian, e.g., Schwab Institutional, would continue to be held on your behalf by that custodian or its designee. Additionally, your investment advisory relationship with TMFS-San Antonio, LLC would continue. TMFS-San Antonio, LLC does not anticipate any future events occurring which would result in termination of the agreement. Upon request, TMFS-San Antonio, LLC will provide a listing of occurrences that could result in termination of the agreement.</p> <p>MAIN SOURCES OF INFORMATION</p> <p>In addition to those sources noted in Part II of the ADV, TMFS will utilize commercially available software and/or databases to obtain additional information on companies and mutual funds that may be recommended to clients.</p> <p>TMFS-San Antonio, TX, LLC pays an aggregate fee of up to 30% of its client revenue for the non-advisory administrative and other services that TMFS-San Antonio, TX, LLC receives from The Mutual Fund Store, LLC and the non-discretionary investment advisory services that TMFS-San Antonio, TX, LLC receives from The Mutual Fund Research Center, LLC;</p>	

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Item 6	EDUCATION AND BUSINESS BACKGROUND <u>NAME:</u> Andrew S. Hedrick, date of birth: 1963 <u>EDUCATION:</u> University of the Incarnate Word, San Antonio, Texas, BBA, 1991 University of the Incarnate Word, San Antonio, Texas, MBA-1996 The American College, Bryn Mawr, PA, ChFC , October 1993 College For Financial Planning, Denver, CO, CRPC , August 2000 Certified Financial Planner Board of Standards, Washington, DC, CFP® , October 2000 The American College, Bryn Mawr, PA, CLU , May 2001 Galion Senior High School, 1982 <u>EMPLOYMENT:</u> CCO, managing partner, IA, 12/2005 to present Financial Associate, Thrivent, July 2005 to 12/2005 Land Consultant, Bluegreen Corp, 11/2003 to 3/2005 Financial Planner, USAA, 4/1991-11/2003 <u>NAME:</u> Joe Bestgen <u>EDUCATION:</u> University of Missouri, (Columbia) BS Business Administration – Minor Marketing – 1989 <u>EMPLOYMENT:</u> President, TMFS National I, LLC, 02/2005 to present President, TMFS National II, LLC 10/2005 to present Director of Business Development & Operations, Swank Audio Visuals, 01/1997 to 01/2005 OTHER BUSINESS ACTIVITIES The custodian for all TMFS client assets is Charles Schwab & Company, an unrelated broker dealer. The related investment advisory firm, TMFS-Kansas City, LLC, will provide Quarterly Reports, Billing, and Processing of Trades for TMFS. Andrew S. Hedrick, Managing Partner and Senior Investment advisor for TMFS-San Antonio, LLC., is a 10% owner in the following TMFS Franchises: <ul style="list-style-type: none">• TMFS – Albany, LLC• TMFS – Allentown, LLC	
Items 7. C.; 8. C. (1) (3)		

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Item 9. E.	<p>OTHER FINANCIAL INDUSTRY ACTIVITIES OR AFFILIATIONS</p> <p>TMFS—San Antonio, TX pays an aggregate fee of up to 30% of its client revenue for the non-advisory administrative and other services that TMFS— San Antonio, TX receives from TMFS, LLC and the non-discretionary investment advisory services that TMFS— San Antonio, TX receives from The Mutual Fund Research Center, LLC;</p> <p>TMFS— San Antonio, TX is an independently owned and operated franchisee of TMFS, LLC, which has granted franchise rights to independently owned and operated Mutual Fund Store franchises in cities across the United States ("Franchisees"). TMFS, LLC also has affiliated store locations ("Affiliates"). Franchisees and Affiliates, including TMFS— San Antonio, TX, receive non-discretionary investment advice from The Mutual Fund Research Center, LLC (the "Research Center"), which is a wholly owned subsidiary of TMFS, LLC. The Research Center provides Franchisees and Affiliates with non-discretionary investment advisory services, principally investment recommendations formulated by the Research Center's Chief Investment Officer, Adam Bold, in the form of the "Select List," an asset allocation model (Strategic Allocation Management System), and related services. All Franchisees and Affiliates receive the same investment recommendations from the Research Center, and each Franchisee and Affiliate, including TMFS— San Antonio, TX, independently implements these investment recommendations on a discretionary basis for each of its clients, taking into account each client's circumstances and investment objectives.</p> <p>In connection with TMFS, LLC's provision of accounting and reporting services to TMFS— San Antonio, TX client accounts under the franchise arrangement, clients are required to give TMFS, LLC a limited power of attorney ("LPOA") to provide accounting and reporting services to clients through access to Charles Schwab client account information. TMFS, LLC will not use such LPOA to effect any trades but solely for administrative services. This LPOA is in addition to the LPOA that TMFS— San Antonio, TX requires its clients to sign giving TMFS— San Antonio, TX discretionary authority over the clients' accounts.</p> <p>PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS</p> <p>It is the expressed policy of TMFS that no person employed by TMFS may purchase or sell any security prior to a transaction being implemented for an advisory account in the same security to prevent any employee from benefiting from transactions effected on behalf of advisory accounts.</p> <p>TMFS or individuals associated with TMFS may buy or sell for their own accounts securities that are identical or similar to those they recommend to clients. Related persons may also have an existing interest or position in a security that is recommended to a client.</p> <p>As these situations represent the potential for a conflict of interests, TMFS has established the following restrictions in order to ensure compliance with its fiduciary responsibilities:</p>

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	<ol style="list-style-type: none">1) A director, officer, or employee of TMFS shall not buy or sell securities for their personal portfolio(s) where their decision is substantially derived, in whole or in part, by reason of his or her employment, unless the information also is available to the investing public on reasonable inquiry. No person of TMFS shall prefer his or her own interest to that of the advisory client.2) TMFS maintains a list of all securities holdings for itself and anyone associated with this advisory practice and having access to advisory recommendations. These holdings are reviewed on a regular basis by the appropriate officer.3) All clients are fully informed that certain individuals may receive separate compensation when effecting transactions during the implementation process.4) TMFS emphasizes the unrestricted right of the client to decline to implement any advice rendered, except in situations where TMFS granted discretionary authority over the client's account.5) TMFS emphasizes the unrestricted right of the client to select and choose any broker or dealer and/or insurance company(s) he wishes.6) TMFS requires that all its associated individual's act in accordance with all applicable Federal and State regulations governing registered investment advisory practices.7) Any associated individual not in observance of the above may be subject to termination.8) All advisors, including TMFS registered under, or required to be registered under, Section 203 of the Investment Advisors Act of 1940, must establish, maintain, and enforce a written Code of Ethics. Clients may obtain TMFS Code of Ethics, by providing a written request to TMFS, at the usual and customary address.	
Item 10	CONDITIONS FOR MANAGING AN ACCOUNT TMFS requires a minimum account of \$50,000 (fifty thousand dollars) for Investment Supervisory Services clients and a minimum fee of \$500 for Financial Planning clients. However, under certain unusual circumstances, these minimums may be negotiable.	
Item 12. A. (1) & (2)	INVESTMENT OR BROKERAGE DISCRETION Upon receiving written authorization from the client, associated persons of TMFS may manage accounts on a discretionary basis. When they do so, they limit their discretionary authority by prohibiting themselves from withdrawing funds and/ or securities from client accounts.	

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Item 12. B.	SELECTION OF BROKER-DEALER INVESTMENT SUPERVISORY SERVICES: Clients are not obligated in any manner to contract with TMFS for its investment advisory services. Therefore, for commissionable trades, TMFS requires that the client direct TMFS-Kansas City, LLC or TMFS to place such trades through Charles Schwab & Company, Inc. (through its Schwab Institutional services program). While TMFS has a reasonable belief that Charles Schwab is able to obtain best execution and competitive prices, TMFS will not be independently seeking best execution price capability through other broker dealers. As indicated above, TMFS participates in the Schwab Institutional (SI) services program offered to independent investment advisers by Charles Schwab & company, Inc., an NASD registered broker dealer. As part of the SI program, TMFS receives benefits that it would not receive if it did not offer investment advice. (See the disclosure under Item 13 A of this Schedule F narrative, below). TMFS does not receive any commission payments from Charles Schwab & Company.	
Item 13. A.	ADDITIONAL COMPENSATION While these individuals endeavor at all times to put the interest of the clients first as part of TMFS fiduciary duty, clients should be aware that the receipt of compensation itself creates a potential for a conflict of interests and may affect the judgment of these individuals when making recommendations. Advisory representatives will <u>not</u> receive 12b-1 fees from mutual fund expenses. 12b-1 fees will be paid to Charles Schwab & Company. TMFS participates in Charles Schwab & Company's Schwab Institutional (SI) service program. While there is no direct linkage between the investment advice given and participation in the SI program, economic benefits are received which would not be received if TMFS did not give investment advice to clients. These benefits include receipt of duplicate confirmations and bundled duplicate statements, access to a trading desk serving SI participants exclusively, access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to client accounts, ability to have investment advisory fees deducted directly from client accounts, access – for a fee – to an electronic communication network for client order entry and account information, receipt of compliance publications, and access to mutual funds which generally require significantly higher minimum initial investments or are generally available only to institutional investors. The benefits received through participation in the SI program may or may not depend upon the amount of transactions directed to, or amount of assets custodied by, Charles Schwab & Co., Inc.	

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	<p>PROXY VOTING POLICIES</p> <p>The Mutual Fund Store (TMFS) votes proxies for mutual funds appearing on our Select List of mutual funds.</p> <p>Clients may obtain information on how TMFS voted securities for funds from our Select List, when held in the client's portfolio, by providing a written request to TMFS stating the mutual fund name and the date of the proxy.</p> <p>CODE OF ETHICS</p> <p style="text-align: center;">For The Investment Advisor TMFS – San Antonio, TX, LLC</p> <p>The prohibition against advisors defrauding their clients is the single most important provision and in fact the whole thrust of the Investment Advisory Act of 1940. The Supreme Court has construed this whole provision as imposing on advisors a fiduciary obligation to their clients. This fiduciary duty requires advisors to manage their client's portfolios in the best interest of their clients, although not in any prescribed manner. Obligations to clients flow from this fiduciary duty, including the duty:</p> <ul style="list-style-type: none">• To disclose fully any conflicts the advisor has with his clients;• To seek best execution for client transactions, and;• To have a reasonable basis for client recommendations. <p>TMFS is required to establish, maintain and enforce a Code of Ethics. A copy of The Code of Ethics is available upon written client request.</p>	

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	<p>PRIVACY POLICY STATEMENT:</p> <p style="text-align: center;">How We Use And Protect Personal Information at THE MUTUAL FUND STORE</p> <p>At The Mutual Fund Store, protecting your privacy is very important to us. We value your trust and we want you to understand what information we collect, how we protect it and how we use it. We treat personal information – nonpublic information that identifies you – with respect, and in accordance with this Privacy Policy.</p> <p>The information we collect about you generally falls into one of the following categories:</p> <ul style="list-style-type: none"> ○ Information, such as your address, Social Security number and investment objectives, which you provide on account applications and other forms you submit to us. ○ Transactional information about your accounts, such as your investment choices, account balances and transaction history. <p>We use the information we collect primarily to manage your investments. We may disclose all the personal information we collect, as described above, to companies such as TMFS-Kansas City, LLC, its affiliates, and Charles Schwab and Company, Inc. that provide services to you on our behalf, in the following types of situations:</p> <ul style="list-style-type: none"> ○ Providing administrative, customer assistance, clearing, operational, or other services; ○ Preparing, printing and delivering portfolio management performance reports, confirmation statements and other documents; ○ Executing securities transactions; or ○ Maintaining or developing software for us. <p>The Mutual Fund Store does not disclose your personal information to companies or organizations not affiliated with us that would use the information we have provided them to contact you about their own products and services. Under no circumstances do we sell any of the personal information we collect.</p> <p>To further safeguard your personal information within The Mutual Fund Store, our policies only allow access to individuals who must have it to service your account. We maintain physical, electronic and procedural safeguards to protect this information. We treat information about our former investors with the same care we take with our current clients' information.</p> <p>The Mutual Fund Store believes that your privacy is important. We appreciate and take seriously the trust you place in us and in our ability to safeguard your personal information. We hope this description of our privacy practices is helpful and reassuring to you. For more information about our privacy policy, please contact The Mutual Fund Store Client Services.</p>

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	<p><u>Duties to the Client: a Fiduciary Relationship</u></p> <p>The keystone to building any and all investment advisory services is a clear knowledge and sincere acceptance of each investment advisor's fiduciary duty to her or his advisory client.</p> <p>The relationship applies in consideration of:</p> <ul style="list-style-type: none">• Duties of diligence, obedience and loyalty;• Conflicts of interest and the duty to inform;• Self-dealing-(prohibited);• Duty not to compete;• Duty to maintain confidentiality. <p>A fiduciary must deal honestly, openly and with active full disclosure in the best interest of her or his client as that interest is identified and or defined by that client. There can be no "arms length" between a fiduciary and the fiduciary's client. The fiduciary's factual integrity and open honesty in her or his dealings in spirit and in word of law with the client. The client's interests must always, clearly take precedence over the fiduciary's own interests.</p> <p><u>Polices and Procedures</u></p> <p>Written procedures, training and personal acknowledgement of the Store's Code of Ethics policy is maintained for each Investment Advisor. These methods include periodic re-training, orientation and recertification of employees regarding the Code of Ethics.</p> <p>Suitability of recommendations – Any and all recommendations made to any client must be based on independent, thorough, careful research and objective information as the client makes information available to the advisor; if information is deemed lacking or insufficient:</p> <p>Consistency of recommendations and investments with the stated objectives and methods agreed to:</p> <p>Written contracts completely accurately and signed and dated by the appropriate party/parties only;</p> <p>Fairness of contractual arrangements between the firm and the client(s);</p> <p>No promises made regarding investment performance; no implication that past performance indicates future performance. Performance information must be objective, accurate, fair, complete, and representative;</p> <p>Disclosure of any and all conflicts of interest;</p> <p>Disclosure of any information that may affect the client's choices of advisory persons, investment, or other decisions;</p> <p>Custody situations, access to client's property;</p> <p>Insider Information-reporting securities transactions and holdings, including especially any transactions in any mutual fund managed by the advisor, for all personnel.</p> <p>TMFS - San Antonio, TX, LLC is committed to this code of ethics. We believe these concepts are consistent with our mission to provide truly outstanding, honest and consistent service to our clients.</p>	

Complete amended pages in full, circle amended items and file with execution page (page 1).

Schedule F of 03/31/2009**Form ADV****Continuation Sheet for Form ADV Part II**

Applicant:

TMFS-San Antonio, LLC

SEC File Number:

801 - 67940

Date:

03/31/2009

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

1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: TMFS—San Antonio, LLC The Mutual Fund Store		IRS Empl. Ident. No.: 20-3456298
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Complete amended pages in full, circle amended items and file with execution page (page 1).