

Item 1 Cover Page

GLOBAL WEALTH CONSULTANTS, LLC

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Richard L. Swope, Chief Compliance Officer
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This brochure provides information about the qualifications and business practices of Global Wealth Consultants, LLC. If you have any questions about the contents of this brochure, please contact us at (239) 919-2115 or rls@gwc.us.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 Global Wealth Consultants, LLC also is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 Material Changes

There are no material changes to this Brochure.

The material changes discussed above are only those changes that have been made to this brochure since the firm's last annual update of the brochure. The date of the last annual update of the brochure was: March 21, 2011.

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Brochure

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Item 4 Advisory Business**A. Describe your advisory firm, including how long it has been in business. Identify your principal owner(s).**

Global Wealth Consultants, LLC is a registered investment advisor firm registered with the SEC securities regulators as of July 17, 2007.

The Principal Owners of Global Wealth Consultants, LLC are:

Richard L. Swope, Manager/Member/Chief Compliance Officer

Jane E. Lamberson, Manager/Member

Kenneth L. Urish, Member

Item 4 Advisory Business (continued)

B. Describe the types of advisory services the firm offers. If the firm holds itself out as specializing in a particular type of advisory service, explain the nature of that service in detail. If the firm provides investment advice only with respect to limited types of investments, explain the type of investment advice firm offers and disclose that the advice is limited to those types of investments.

Advisory Services and Fees

Global Wealth Consultants, LLC (hereinafter “Global Wealth” or “the Firm”) offers personalized wealth management services to individuals, trusts, estates, charitable organizations, pension and profit sharing plans, corporations, and other business entities. Global Wealth's services and fee arrangements are described in the following pages.

Global Wealth is a limited liability company organized under the laws of the state of Florida. This Schedule F narrative provides clients with information regarding Global Wealth and the qualifications, business practices, and nature of advisory services that should be considered before becoming an advisory client of Global Wealth.

Please contact Richard L. Swope, Chief Compliance Officer, if you have any questions about this Brochure. Additional information about Global Wealth is available on the Internet at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. The CRD number for Global Wealth is 144221.

Investment Management Services

Global Wealth provides discretionary investment management services where the investment advice provided is tailored to meet the needs and investment objectives of the client. At the inception of the relationship, Global Wealth will gather relevant information from the client such as the client's risk tolerance, investment objectives and financial profile and will recommend an initial portfolio to the client. Pursuant to a grant of discretionary authority, subject to any written guidelines or restrictions the client may set, Global Wealth executes transactions without further approval from the client. Once the portfolio is constructed, Global Wealth monitors the account on a continuous basis and re-balances the portfolio as changes in market conditions and client circumstances may require. Accounts which are directly managed by Global Wealth are primarily invested in mutual funds but may also hold individual securities.

Global Wealth may delegate its discretionary authority to manage client accounts by entering into one or more sub-advisory agreements with third party money managers whereby the sub-advisor will have discretion to manage all or a portion of the client's account, without client's consent. Global Wealth will continuously monitor the performance of any accounts managed by a sub-advisor and may hire and fire any sub-advisor or transfer assets amongst sub-advisors without the consent of the client. Global Wealth will pay a portion of its advisory fee to any sub-advisor(s) utilized by Global Wealth.

Clients will be charged a fee for investment management services which is billed quarterly in advance based on the asset value of the account at the end of the previous quarter. The first payment is due and payable upon execution of the Agreement. Fees will be assessed pro rata in the event the investment management agreement is executed at any time other than the first day of a calendar quarter. On an annualized basis, Global Wealth's fees for investment management services, subject to negotiation, are as follows:***

- Equity & Balanced Accounts-an annual management fee of:
 - 1.50% for the first \$1,000,000 of assets under management;
 - 1.25% on assets from \$1,000,001 to \$5,000,000;
 - 1.00% on assets from \$5,000,001 to \$10,000,000; and
 - Negotiable for amounts over \$ 10 million.
- Fixed Income Accounts-an annual management fee of:
 - 0.60% for the first \$2,500,000 under management;
 - 0.50% on assets from \$2,500,001 to \$5,000,000;
 - 0.40% on assets from \$5,000,001 to \$10,000,000; and
 - Negotiable for amounts over \$10 million.
- Mutual Fund Accounts-an annual management fee of:
 - 1.00% for the first \$1,000,000 of assets under management; and
 - 0.85% on assets over \$1,000,000.

***Certain clients of the Firm may pay different/lower fees than those stated above.

The Firm may allow accounts of members of the same household to be aggregated for purposes of meeting fee breakpoints. Global Wealth may allow such aggregation, for example, where the Firm services accounts on behalf of minor children of current Clients, individual and joint accounts for a spouse, and other types of related accounts.

Payment of Global Wealth's management fees will be paid directly by the Client to Global Wealth or will be paid to Global Wealth by the qualified custodian holding the Client's funds and securities, provided the Client supplies written authorization permitting the fees to be paid directly from the account or Clients may pay management fees directly to Global Wealth. Global Wealth will not have access to Client funds for payment of fees without written consent by the Client. Further, the qualified custodian will deliver an account statement, at least quarterly, directly to the Client, showing all disbursements from the account. The Client is encouraged to review all account statements for accuracy. Global Wealth will receive a duplicate copy of the statement that was delivered to the Client.

Global Wealth or the Client may terminate the management agreement upon 30 days' written notice to the other, may terminate the management agreement. The management fee will be pro-rated for the quarter in which the cancellation notice was given and any unearned fees will be returned to the Client.

Envestnet Managed Account Solutions Program

Global Wealth will utilize the Managed Account Solutions Program (the "Program") offered by Envestnet Asset Management, Inc, ("Envestnet") a federally registered investment adviser. Global Wealth shall assist the Client with the initial selection of one of more separate account managers available through the Program to manage the Client's assets.

Through the Program, Client assets may be invested (i) in separate accounts managed by other investment advisers, as sub-managers ("Sub-Managers"), pursuant to agreements entered into by Envestnet and Sub-Managers ("Separately Managed Account Program Assets"); (ii) in a single account managed by the Platform Manager pursuant to the directions of one or more Sub-Managers ("MMA Program Assets" and "Manager Blend Program Assets"); (iii) in a single account for a portfolio customized by Advisor and managed by Platform Manager pursuant to the directions of one or more Sub-Managers ("UMA Program Assets"); (iv) in mutual funds and/or exchange-traded funds ("ETFs") available through the Program ("*Wrap Program Assets*") managed directly by Envestnet or using one or more investment models available under the Program that were created by one or more independent investment advisers (the "Model Providers"); (v) in mutual funds and/or ETFs managed by Advisor ("Advisor Directed Models"); or (vi) in alternative investment products available through the Program ("Alternative Investment Product Assets").

Once selected, Global Wealth will monitor Client accounts managed under the Program on an on-going basis and shall have the discretion to add, remove and change Sub-Managers as well as change the allocation of assets among Sub-Managers based on the Client's stated investment needs, goals and objectives. Global Wealth will provide each Client using the Program with a copy of Envestnet's disclosure document. Clients will also be provided with separate disclosure documents for each independent Sub-Manager managing a separate account for the Client. In addition, if the investment program recommended to a client is a wrap fee program, the client will also receive the Part 2A Appendix of Form ADV or equivalent wrap fee brochure provided by the sponsor of the program.

The annual fee payable to Global Wealth is billed quarterly in advance based on the market value of the assets on the last day of the preceding quarter. Fees will be assessed pro rata in the event the client agreement is executed at any time other than the first day of a calendar quarter. The Envestnet Account will be subject to Global Wealth's advisory fee schedule stated above, but may be negotiable on a case by case basis.

Separate and apart from Global Wealth's advisory fee, Envestnet will charge the Client an advisory fee that is established and payable in accordance with Envestnet's disclosure document and any written agreements the Client is required to enter into to utilize the Envestnet platform.

Clients will be required to sign a tri-party agreement directly with the Firm and Envestnet. The client, the Firm or Envestnet, in accordance with the provisions of the agreement, may terminate the advisory relationship. Any fees paid by Client shall be refunded to Client, but Client shall be responsible for any transactions executed prior to Advisor's receipt of the written cancellation notice.

Wasmer, Schroeder & Company, Inc.

Global Wealth may utilize the fixed income strategies offered by Wasmer, Schroeder & Company, Inc. a privately owned Registered Investment Advisor with the U.S. Securities and Exchange Commission since 1988. Wasmer, Schroeder & Company, Inc. provides separate account bond management with a standard direct client minimum account size of \$1,000,000 that allows for diversification of portfolios as well as a high level of service, enabling the firm to work directly with clients and their advisors to build portfolios that match clients' objectives.

Separate and apart from Global Wealth's advisory fee, Wasmer, Schroeder & Company, Inc. will charge the Client an advisory fee that is established and payable in accordance with Wasmer, Schroeder & Company, Inc.'s disclosure document and any written agreements the Client is required to enter into to utilize their services.

Clients will be required to sign a tri-party agreement directly with the Firm and Wasmer, Schroeder & Company, Inc. The client, the Firm or Wasmer, Schroeder & Company, Inc., in accordance with the provisions of the agreement, may terminate the advisory relationship. Any fees paid by Client shall be refunded to Client, but Client shall be responsible for any transactions executed prior to Advisor's receipt of the written cancellation notice.

Capital Wealth Planning, LLC

Global Wealth may utilize the tactical strategy of Capital Wealth Planning an independent, fee-only Registered Investment Advisory firm regulated by the Securities and Exchange Commission. The firm has been managing private portfolios since 2005. Capital Wealth Planning has implemented a proprietary ETF Model Portfolio with the objective of achieving competitive returns when compared to standard broad market stock indexes, while reducing volatility in the portfolio. This is accomplished by establishing an asset allocation model that is well diversified and contains investment holdings that do not always move the same as the stock market moves. A short position is included that will go up if the market goes down, and market sectors that are expected to outperform in the near future have been included to increase the overall returns. The portfolio is actively managed by utilizing a very conservative income producing option overlay strategy on each of the ETFs in the model. By selling monthly covered calls, the strategy allows Capital Wealth Planning to manage uncertainty on a month-to-month basis.

Separate and apart from Global Wealth's advisory fee, Capital Wealth Planning, LLC will charge the Client an advisory fee that is established and payable in accordance with Capital Wealth Planning, LLC's disclosure document and any written agreements the Client is required to enter into to utilize their services.

Clients will be required to sign a tri-party agreement directly with the Firm and Capital Wealth Planning, LLC. The client, the Firm or Capital Wealth Planning, LLC, in accordance with the provisions of the agreement, may terminate the advisory relationship. Any fees paid by Client shall be refunded to Client, but Client shall be responsible for any transactions executed prior to Advisor's receipt of the written cancellation notice.

General Information on Advisory Services and Fees

Global Wealth does not represent, warrant, or imply that the services or methods of analysis employed by the Firm can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines.

Global Wealth shall never have custody of any client funds or securities, as the services of a qualified and independent custodian will be used for these asset management services.

Advice offered by Global Wealth may involve investments in mutual funds. Clients are hereby advised that all fees paid to Global Wealth for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. Further, there may be transaction charges involved with purchasing or selling of securities. Global Wealth does not share in any portion of the brokerage fees/transaction charges imposed by the custodian holding the client funds or securities. The client should review all fees charged by mutual funds, Global Wealth, and others to fully understand the total amount of fees to be paid by the client.

C. Explain whether (and, if so, how) the firm tailors advisory services to the individual needs of clients. Explain whether clients may impose restrictions on investing in certain securities or types of securities.

Global Wealth will tailor its advisory services to its client's individual needs based on meetings and completion of a client profile. If clients wish to impose certain restrictions on investing in certain securities or types of securities, the Advisor will address those restrictions with the client to have a clear understanding of the client's requirements.

D. If the firm participates in wrap fee programs by providing portfolio management services, (1) describe the differences, if any, between how the firm manages wrap fee accounts and how it manages other accounts, and (2) explain that the firm receives a portion of the wrap fee for its services.

Global Wealth does not provide portfolio management services to wrap fee programs.

E. If the firm manages client assets, disclose the amount of client assets it manages on a discretionary basis and the amount of client assets on a non-discretionary basis. Disclose the date "as of" which it calculated the amounts.

Global Wealth manages client assets and as of December 31, 2010 has the following assets under management:

Discretionary assets:	\$84,729,617
Non discretionary assets:	\$ 0

Item 5 Fees and Compensation

A.&B. Describe how the firm is compensated for its advisory services. Provide the fee schedule. Disclose whether the fees are negotiable. Describe whether the firm deducts fees from clients' assets or bills client for fees incurred. Explain how often firm bills clients or deducts its fee.

See the response to Item 4B above.

C. Describe any other types of fees or expenses clients may pay in connection with firm's advisory services, such as custodian fees or mutual fund expenses. Disclose that clients will incur brokerage and other transaction costs, and direct clients to the section(s) of your brochure that discuss brokerage.

See the response to Items 4B above and Item 12A below.

D. If the firm's clients either may or must pay your fees in advance, disclose this fact. Explain how a client may obtain a refund of a pre-paid fee if the advisory contract is terminated before the end of the billing period. Explain how you will determine the amount of the refund.

Global Wealth's management fee is payable in advance. Upon termination, any fees paid in advance will be prorated to the date of termination and any excess will be refunded to client. See also the response to Item 4B above.

E. If the firm or any of its supervised persons accepts compensation for the sale of securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds, disclose this fact.

Not applicable to Global Wealth or its supervised persons.

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

If the firm or any of its supervised persons accepts performance-based fees, that is, fees based on a share of capital gains on or capital appreciation of the assets of a client, disclose this fact. If the firm or any of its supervised persons manages both accounts that are charged a performance-based fee and accounts that are charged another type of fee, such as an hourly or flat fee or asset-based fee, disclose this fact.

Global Wealth does not charge performance-based fees.

Item 7 Types of Clients

Describe the types of clients to who the firm generally provide investment advice, such as individuals, trusts, investment companies or pension plans. If the firm has any requirements for opening or maintaining an account, such as a minimum account size, disclose the requirements.

See response to Item 4B above.

Global Wealth does not have any minimum requirements for opening or maintaining an account.

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

A. Describe the methods of analysis and investment strategies you use in formulating investment advice or managing assets.

Global Wealth may utilize charting, fundamental and technical methods of analysis in formulating investment advice or managing assets for clients. The investment strategies the Advisor will implement may include long term purchases of securities held at least for one year; short term purchases for securities sold within a year; margin transactions, and option writing, including covered options, uncovered options or spreading strategies.

Fundamental analysis of businesses involves analyzing its financial statements and health, its management and competitive advantages and its competitors and markets. Fundamental analysis is performed on historical and present data but with the goal of making financial forecasts. There are several possible objectives; to conduct a company stock valuation and predict its probable price evolution; to make a projection on its business performance; to evaluate its management and make internal business decisions and to calculate its credit risk.

Technical analysis, including charting, is a method of evaluating securities by relying on the assumption that market data, such as charts of price, volume and open interest can help predict future (usually short-term) market trends. Technical analysis assumes that market psychology influences trading in a way that enables predicting when a stock will rise or fall.

Clients need to be aware that investing in securities involves risk of loss that clients need to be prepared to bear.

B. For each significant investment strategy or method of analysis the firm uses, explain the material risks involved. If the method of analysis or strategy involves significant or unusual risks, discuss the risks in detail. If the firm's primary strategy involves frequent trading of securities, explain how frequent trading can affect investment performance, particularly through increased brokerage and other transaction costs and taxes.

The methods of analysis and investment strategies followed by the Advisor are utilized across all of the Advisors clients, as applicable. One method of analysis or investment strategy is not more significant than the other as the Advisor is considering the client's portfolio, risk tolerance, time horizon and individual goals. However, the client should be aware that with any trading that occurs in the client account, the client will incur transaction and administrative costs.

C. If the firm recommends primarily a particular type of security, explain the material risks involved. If the type of security involves significant or unusual risks, discuss these risks in detail.

Global Wealth does not primarily recommend a particular type of security.

Item 9 Disciplinary Information

If there are legal or disciplinary events that are material to a client's or prospective client's evaluation of the firm's advisory business or the integrity of the firm's management, disclose all material facts regarding those events.

Global Wealth has not had any legal or disciplinary events.

Item 10 Other Financial Industry Activities and Affiliations

A. If the firm or any of its management persons are registered, or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer, disclose this fact.

Not applicable to Global Wealth or its management persons.

B. If the firm or any of its management persons are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities, disclose this fact.

Not applicable to Global Wealth or its management persons.

C. Describe any relationship or arrangement that is material to the firm's advisory business or to your clients that the firm or any of its management persons have with any related person listed below. Identify the related person and if the relationship or arrangement creates a material conflict of interest with clients, describe the nature of the conflict and how you address it.

Mr. Swope, Mr. O'Connor and Ms. Lamberson are employed by Urish Popeck & Co. of Florida, LLC, ("UP"). The firm is a full service tax and consulting firm.

Mr. Swope and Ms. Lamberson are officers and principals of Swope Lamberson, PA ("SL"), an accounting firm in Naples, Florida. The firm handles general accounting services and its bookkeeping department makes available payroll, sales tax and general bookkeeping services. Mr. Swope and Ms. Lamberson are also officers and owners of Swope Lamberson Planning Group, Inc. ("SLP") which provides estate planning as well as insurance consulting. These individuals each spend approximately 40 hours per week working on behalf of UP, SL and SLP.. UP, SL, SLP and the Firm make exclusive

reciprocal referrals and as a result clients of the Firm are also clients of SL and SLP. Fees charged by SL and SLP are separate and apart from the advisory fees charged by the Firm. Mr. Swope, Ms. Lamberson and Mr. O'Connor are the related persons of both the Firm and SL and SLP, which results in a conflict of interest. Clients of the Firm that utilize the services of either SL or SLP are notified that fees will be charged to the client for the services rendered by the applicable entity. Clients will be made aware of these fees prior to engaging the requested services.

D. If firm recommends or selects other investment advisers for its clients and receives compensation directly or indirectly from those advisers that creates a material conflict of interest, or if the firm has other business relationships with those advisers that create a material conflict of interest, describe these practices and discuss the material conflicts of interest these practices create and how you address them.

Global Wealth does recommend or select other investment advisers for clients. For more specific detail see the response to 4B above.

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

A. If the firm is an SEC-registered advisor, briefly describe your code of ethics adopted pursuant to SEC rule 204A-1 or similar state rules. Explain that you will provide a copy of your code of ethics to any client or prospective client upon request.

Global Wealth is registered with the SEC and maintains a Code of Ethics pursuant to SEC rule 204A-1. Global Wealth has adopted a Code of Ethics, the full text of which is available to Clients and prospective Clients upon request. Global Wealth has several goals in adopting this Code. First, the Firm desires to comply with all applicable laws and regulations governing its practice. The management of Global Wealth has determined to set forth guidelines for professional standards, under which all associated persons of Global Wealth are to conduct themselves. Global Wealth has set high standards, the intention of which is to protect Client interests at all times and to demonstrate its commitment to its fiduciary duties of honesty, good faith and fair dealing with Clients. All associated persons are expected to adhere strictly to these guidelines, as well as the procedures for approval and reporting established in the Code of Ethics primarily related to personal securities transactions, and violations of the Code. In addition, Global Wealth maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by Global Wealth or any person associated with the Firm.

B. If firm or its related persons recommends to clients, or buys or sells for client accounts, securities in which the firm or a related person has a material financial interest, describe the firm's practice and discuss the conflicts of interest it presents. Describe generally how you address conflicts that arise.

Not Applicable to Global Wealth or its related persons.

C. If the firm or a related person invests in the same securities (or related securities, e.g., warrants, options or futures) that the firm or a related person recommends to clients, describe the firm's practice and discuss the conflicts of interest this presents and generally how the firm addresses the conflicts that arise in connection with personal trading.

Individuals associated with the Firm may buy or sell - for their personal account(s) - investment products identical to those recommended to clients. It is the expressed policy of Global Wealth that employees shall not have priority in any purchase or sale over clients' accounts.

This investment policy has been established recognizing that some securities being considered for purchase and/or sale on behalf of Global Wealth's clients trade in sufficiently broad markets to permit transactions by clients to be completed without an appreciable impact on the markets of the securities. Under certain circumstances, exceptions may be made to the policies stated above. Records of these trades, including the reasons for the exceptions, will be maintained with Global Wealth's records in the manner set forth above.

The foregoing does not apply to certain types of securities, such as obligations of the U.S. Government, and shares in open-end mutual funds. Open-end mutual funds are purchased or redeemed at a fixed net asset value price per share specific to the date of purchase or redemption. As such, transactions in mutual funds by Advisory Representatives are not likely to have an impact on the prices of the fund shares in which clients invest.

See also the response to Item 11A above.

D. If the firm or related person recommends securities to clients, or buys or sells securities for client accounts, at or about the same time that the firm or related person buys or sells the same securities for your own account, describe the firm's practice and discuss the conflicts of interest it presents. Describe generally how you address conflicts that arise.

Not applicable to Global Wealth or its related persons.

Item 12 Brokerage Practices

A. Describe the factors the firm considers in selecting or recommending broker-dealers for client transactions and determining the reasonableness of their compensation (e.g. commissions).

Global Wealth suggests that a client in need of brokerage and custodial services utilize Fidelity Brokerage Services LLC and National Financial Services, LLC (collectively "Fidelity"), among others.

Global Wealth participates in the Fidelity Wealth Central Program.

Global Wealth believes that Fidelity provides best execution to Global Wealth's Clients. 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 among others, the value of research provided, execution capability, commission rates, and responsiveness. Paying a broker a higher commission rate than another broker might charge is permissible if the difference in cost is reasonably justified by the quality of the brokerage services offered.

Directed Brokerage

Some clients may instruct Global Wealth to use one or more particular brokers for the transactions in their accounts. Clients who may want to direct the Firm to use a particular broker should understand that this may prevent Global Wealth from aggregating trades with other clients and from effectively negotiating brokerage compensation on their behalf. This arrangement may also prevent Global Wealth from obtaining the most favorable net price and execution. Thus, when directing brokerage business, clients should consider whether the commission expenses and execution, clearance and settlement capabilities that they will obtain through their broker are adequately favorable in comparison to those that Global Wealth would otherwise obtain for its clients. Clients are encouraged to discuss available alternatives with their advisory representative.

1.a.-f. Research and Other Soft Dollar Benefits.

If the firm receives research or other products or services other than execution from a broker-dealer or a third party in connection with client securities transactions ("soft dollar benefits"), disclose the firm's practices and discuss the conflicts of interest they create.

Global Wealth may receive from Fidelity, without cost, computer software and related systems support, which allows Global Wealth to better monitor Client accounts maintained at Fidelity. Global Wealth may receive the software at no cost, because Global Wealth renders investment management services to Clients that maintain accounts at Fidelity whose aggregate total assets at Fidelity exceed the established minimum required in order for an investment adviser to receive the software without cost. In addition, Fidelity may provide for discounts of other purchased software that permits Global Wealth to better advise the Clients on their investments.

As part of its fiduciary and best execution duties to clients, Global Wealth endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by the Global Wealth creates a potential conflict of interest. These benefits may indirectly influence the Global Wealth's choice of broker dealer.

Some associated persons of the Firm are licensed insurance agents. In their capacity as insurance agents, such persons can effect transactions in insurance products and earn commissions for these activities.

2. Brokerage for Client Referrals.

If the firm considers, in selecting or recommending broker-dealers, whether the firm or a related person receives client referrals from a broker-dealer or third party, disclose this practice and discuss the conflicts of interest it creates.

Global Wealth does not receive client referrals from any broker-dealer or third party as a result of the firm selecting or recommending that broker-dealer to clients.

3. Directed Brokerage.

If the firm routinely recommends, requests or requires that a client direct you to execute transactions through a specified broker-dealer, describe the firm's practice or policy.

See response to Item 12A above.

Item 13 Review of Accounts

A. Indicate whether your firm periodically reviews client accounts or financial plans. If you do, describe the frequency and nature of the review and the titles of the supervised persons who conduct the review.

Investment Adviser Representatives of Global Wealth will monitor accounts, to which they are assigned, on a continuous basis and will conduct a formal review of accounts on a monthly basis. The nature of a review includes but is not limited to, significant market corrections, large deposits or withdrawals from an account, substantial changes in the value of a client's portfolio and a change in the client's investment objectives.

B. If the firm reviews client accounts on other than a periodic basis, describe the factors that trigger a review.

Not applicable to Global Wealth.

C. Describe the content and indicate the frequency of regular reports the firm provides to clients regarding their accounts. State whether these reports are written.

Global Wealth provides internal investment reports to clients on a quarterly basis. The reports include performance, income/expenses, cash flow, realized gains/losses, and an appraisal. Reports may also be provided by sub-advisors and will be sent to clients by the Firm. Clients also receive monthly account statements from the custodian of their accounts. Clients in the Envestnet Managed Accounts Program will receive statements on a quarterly basis, which include performance of Client's account.

Item 14 Client Referrals and Other Compensation

A. If someone who is not a client provides an economic benefit to the firm for providing investment advice or other advisory services to your clients, generally describe the arrangement, explain the conflicts of interest, and describe how the firm addresses the conflicts of interest. For purposes of this Item, economic benefits include any sales awards or other prizes.

Not applicable to Global Wealth.

B. If the firm or a related person directly or indirectly compensates any person who is not a supervised person for client referrals, describe the arrangement and the compensation.

Global Wealth does not currently have any such arrangements.

Item 15 Custody

If the firm has custody of client funds or securities and a qualified custodian sends quarterly, or more frequent, account statements directly to clients, explain that clients will receive account statements from the broker-dealer, bank or other qualified custodian and that clients should carefully review those statements.

Global Wealth does not have custody of client funds or securities. However, the client will receive written statements no less than quarterly from the custodian. Global Wealth encourages clients to carefully review their account statements for any inaccuracies. Any discrepancies should be immediately brought to the firm's attention.

Global Wealth will also provide internal investment reports to clients. Clients are urged to compare the account statement they receive from the qualified custodian with those they receive from Global Wealth. Any discrepancies should be immediately brought to the firm's attention.

Item 16 Investment Discretion

If the firm accepts discretionary authority to manage securities accounts on behalf of clients, disclose this fact and describe any limitations clients may (or customarily do) place on this authority. Describe the procedures you follow before you assume this authority (e.g., execution of a power of attorney).

Clients of the Firm grant Global Wealth complete discretion over the selection and amount of securities to be purchased or sold for their account, as well as re-allocating Client funds amongst third party managers, without obtaining their prior consent or approval. However, Global Wealth's investment authority may be subject to specified investment objectives, guidelines and/or conditions imposed by the client. For example, a Client may specify that the investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio and/or restrictions or prohibitions of transactions in the securities of a specific industry.

Global Wealth has discretionary authority to select the broker/dealer for custodial and execution services. Global Wealth utilizes the brokerage and custodial services of Fidelity Brokerage Services LLC and National Financial Services, LLC as outlined in Item 12.A above. Global Wealth has chosen these

broker/dealer/custodians based on execution, custodial services offered, cost, quality of service, and industry reputation.

Item 17 Voting Client Securities

A. If the firm has, or will accept authority to vote client securities, briefly describe the voting policies and procedures, including those adopted pursuant to SEC rule 206(4)-6 and the applicable state securities rules.

Not applicable to Global Wealth.

B. If the firm does not have authority to vote client securities, disclose this fact. Explain whether clients will receive their proxies or other solicitations directly from their custodian or a transfer agent or from you and discuss whether (and, if so, how) clients can contact you with questions about a particular solicitation.

Global Wealth will not be required to take any action or render any advice with respect to voting of proxies solicited by, or with respect to, the issuers of securities in which Client's assets may be invested. All proxy related materials received directly by Global Wealth will be forwarded to the Client for direct action. In the event client does not wish the Company to forward proxy related material, Client will inform Global Wealth in writing.

Item 18 Financial Information

A. If the firm requires or solicits prepayment of more than \$1,200 in fees per client, six months or more in advance, include a balance sheet for your most recent fiscal year.

Global Wealth does not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance.

B. If firm has discretionary authority or custody of client funds or securities, or firm requires or solicits prepayment of more than \$1,200 in fees per client, six months or more in advance, disclose any financial condition that is reasonably likely to impair your ability to meet contractual commitments to clients.

Global Wealth has discretionary authority over client accounts and is not aware of any financial condition that will likely impair its ability to meet contractual commitments to clients. If Global Wealth does become aware of any such financial condition, this brochure will be updated and clients will be notified.

C. If firm has been the subject of a bankruptcy petition at any time during the past ten years, disclose this fact, the date the petition was first brought and the current status.

Not applicable to Global Wealth.

Item 19 Requirements for State-Registered Advisers

Global Wealth is registered with the Securities and Exchange Commission (SEC) and therefore not subject to this Item.