

**Schedule F of  
Form ADV**

Applicant:  <b>Alpha Fiduciary Wealth Management</b>	SEC File Number:  <b>801-68217</b>	Date:  <b>9/2007</b>
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**Continuation Sheet for Form ADV Part II**

(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: <b>Alpha Fiduciary Wealth Management</b>		IRS Empl. Ident. No.: <b>72-1607826</b>
Item of Form (identify)	Answer	
Items 1D and 7A-B	<p>As discussed below in this disclosure statement, Capital Market Strategies, LLC the "Registrant") may provide its clients (i.e. individuals, pension and profit sharing plans, trusts, and business entities) with financial planning, investment and non-investment related consulting, and discretionary investment advisory services.</p> <p><b>FINANCIAL PLANNING AND CONSULTING</b></p> <p>The Registrant <i>may</i> determine to provide financial planning and/or consulting services (including investment and non-investment related matters) on a stand-alone fee basis. Registrant's financial planning and consulting fees are negotiable, but generally range from \$75 to \$250 on an hourly rate basis, and from \$1,000 to \$10,000 on a fixed fee 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 financial planning or consulting services, clients will generally be required to enter into a <i>Financial Planning and Consulting Agreement</i> with Registrant setting forth the terms and conditions of the engagement, 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. 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.</p> <p><b>INVESTMENT ADVISORY SERVICES</b></p> <p>The client can determine to engage the Registrant to provide discretionary investment advisory services on a <i>fee-only</i> basis. The Registrant's annual investment advisory fee shall be based upon a percentage (%) of the market value of the assets placed under the Registrant's management (between negotiable and 1.35%) and shall be set forth in the <i>Investment Advisory Agreement</i> between the Registrant and the client.</p> <p>Registrant's annual investment advisory fee shall be prorated and paid quarterly, either in advance or in arrears, based upon the market value of the assets on the last business day of the previous quarter, with such payment method being set forth in the <i>Investment Advisory Agreement</i> between the Registrant and the Client. The Registrant generally requires a minimum annual fee of \$ 2,000.00 (\$500.00 quarterly) for investment advisory services. However, Registrant, in its sole discretion, may reduce its minimum fee and/or charge a lesser investment management fee 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.). In the event a Client whose advisory fees are paid quarterly in advance terminates the Agreement before the end of the quarter, fees will be prorated and a rebate issued to the client.</p> <p>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</p>	

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	<p>accounts be maintained at Fidelity Institutional Wealth Services ("FIWS"). Prior to engaging Registrant to provide investment management services, the client will be required to enter into a formal <i>Investment Advisory Agreement</i> 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.</p> <p>Currently, the Registrant primarily allocates investment management assets among various exchange traded funds, closed end funds, equities, alternative investments and/or to a lesser extent, among individual fixed income securities and investment sub-divisions that may comprise a variable investment product owned by a client, on a discretionary basis, in accordance with the client's designated investment objective(s).</p> <p>As discussed above, unless the client directs otherwise or an individual client's circumstances require, the Registrant shall generally recommend that <i>FIWS</i> serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as <i>FIWS</i> 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, the client 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).</p> <p>Both Registrant's <i>Investment Advisory Agreement</i> 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 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 <i>Investment Advisory Agreement</i>.</p> <p>Factors that the Registrant considers in recommending <i>FIWS</i> (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 broker-dealer 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. In certain instances the Registrant and client may agree to include brokerage commissions or transaction fees in the Advisory Agreement. The Registrant's best execution responsibility is qualified if securities that it purchases for client accounts are no-load mutual funds that trade at net asset value as determined at the daily market close.</p>	

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	<p><b>MISCELLANEOUS</b></p> <p><b><u>Investment Consulting.</u></b> Registrant may, in its sole discretion, determine to provide non-discretionary investment-related consulting services on a stand-alone basis. The Registrant's annual consulting fee shall be based upon a percentage (%) of the market value of the assets placed under the Registrant's consulting service (between .25% and 1.25%) and shall be set forth in the <i>Financial Planning and Consulting Agreement</i> between the Registrant and the client. The client maintains absolute discretion as to whether or not to accept any of the Registrant's investment recommendations. The Registrant's investment consulting service <b>does not</b> include investment implementation. Registrant's investment consulting service is generally intended to provide limited non-discretionary investment advice to those individuals who do not wish to engage the Registrant for comprehensive ongoing discretionary investment advisory services described above.</p> <p><b><u>Client Obligations.</u></b> 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. 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. 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.</p> <p><b><u>Assignment.</u></b> Neither the Registrant nor the client may assign the <i>Financial Planning and Consulting Agreement</i> or <i>Investment Advisory Agreement</i> without the prior consent of the other party. Transactions that do not result in a change of actual control or management of the Registrant shall not be considered an assignment.</p> <p><b><u>Disclosure Statement.</u></b> A copy of Registrant's written disclosure statement as set forth on Part II of Form ADV (or an equivalent brochure) shall be provided to each client prior to or contemporaneously with the execution of the <i>Investment Advisory Agreement</i> or <i>Financial Planning and Consulting Agreement</i>. Any client who has not received a copy of Registrant's written disclosure statement at least forty-eight (48) hours prior to executing the <i>Investment Advisory Agreement</i> or <i>Financial Planning and Consulting Agreement</i> shall have five (5) business days subsequent to executing the agreement to terminate the Registrant's services without penalty.</p>	
Items 3K(1) and (3)	<p>Registrant may provide non-discretionary advice on private investment funds. With respect to all private investments, clients are advised as follows:</p> <p><b>Private investment funds generally involve various risk factors and liquidity constraints, 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. 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.</b></p>	

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Item 5	All individuals that give advice on behalf of the Registrant must have earned a college degree and/or have substantive investment-related experience. In addition, all such individuals shall have attained all required investment-related licenses and/or designations.
Item 6	<p><b><u>Curtis L. Lyman</u></b> <b>Born:</b> 1952</p> <p><b>Educational Background:</b> Hiram College, B.A., 1974 Case Western Reserve University School of Law, J.D., 1977</p> <p><b>Business Background:</b> Alpha Fiduciary Wealth Management, President, 2007 to Present U.S. Fiduciary's USF Advisors, LLC, Sr. Managing Director, 2005 to 2007 Lehman Brothers, Vice President, 2001 to 2005 Wilmington Trust Florida, President and Chief Executive Officer, 1998 to 2001 STI Private Capital Group, N.A., President, 1996-1998 Raymond James Trust Company, Founding President, 1991-1996 Chase Manhattan Bank of Florida, Vice President, 1988-1991 Merrill Lynch Pierce Fenner &amp; Smith, Financial Consultant, 1985-1988 Lyman and Lyman Esquires, Partner, 1979-1985</p> <p><b><u>Eu-John Wu</u></b> <b>Born:</b> 1967</p> <p><b>Educational Background:</b> Pennsylvania State University, B.S. in Finance, 1989</p> <p><b>Business Background</b> Alpha Fiduciary Wealth Management, Sr. V.P./Chief Investment Officer, 2007 to Present CIMA Trading, LLC, Head of Trading, 2006 to 2007 Carlin Financial Group, Branch Manager, 1991 to 2006 Spear, Leeds &amp; Kellogg, Assistant Trader 1991 OceanCross, Registered Representative 2008 to Present</p> <p><b><u>Richard W. Ohrn</u></b> <b>Born:</b> 1970</p> <p><b>Educational Background:</b></p> <p><b>Business Background:</b> Alpha Fiduciary Wealth Management, Investment Adviser Representative, 2007 to Present USF Securities, Representative, 2006 to 2007</p> <p><b><u>John Kriss</u></b> <b>Born:</b> 1949</p>

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	<p><b>Educational Background:</b> Western Kentucky University, B.S. in Business Administration, 1973</p> <p><b>Business Background:</b> Alpha Fiduciary Wealth Management, Investment Adviser Representative, 2007 to Present</p> <p><b><u>Robert P. Barker</u></b> <b>Born:</b> 1950</p> <p><b>Educational Background:</b> Florida Atlantic University, B.A., 1976</p> <p><b>Business Background:</b> Alvyn Herrick LLC, Senior Managing Member, 2005-2008 Alpha Fiduciary Wealth Management, Investment Adviser Representative, 2008 to Present</p>	
Item 9E	<p>The Registrant has implemented 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 Associated Persons that is based upon fundamental principles of openness, integrity, honesty and trust, a copy of which is available upon request.</p> <p>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.</p>	
Item 10	Please see previous disclosure set forth at Item 1D of this Schedule F relative to Registrant's annual fee minimum for investment advisory services.	
Items 12A and 12B	<p>Please see the previous responses set forth on this Schedule F to Item 1D. In addition, to the extent applicable to the transactions to be effected, Registrant's general policies relative to the execution of client securities brokerage transactions are as follows:</p> <p><b><u>Execution of Brokerage Transactions (when applicable).</u></b> If requested, Registrant will arrange for the execution of securities brokerage transactions for the account through broker-dealers that Registrant reasonably believes will provide "best execution". In seeking "best execution", the determinative factor is not the lowest possible commission cost but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services including execution capability, commission rates, and responsiveness. Accordingly, although Registrant will seek competitive commission rates, it may not necessarily obtain the lowest possible commission rates for account transactions.</p> <p>Transactions for each client account generally will be effected independently, unless Registrant decides to purchase or sell the same securities for several clients at approximately the same time. Registrant may (but is not obligated to) combine or "batch" such orders to obtain "best execution", to negotiate more favorable commission rates or to allocate equitably among 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</p>	

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	<p>price and will be allocated among Registrant's clients in proportion to the purchase and sale orders placed for each client account on any given day. To the extent that Registrant determines to aggregate client orders for the purchase or sale of securities, including securities in which Registrant's principals and/or associated persons may invest, Registrant shall generally do so in accordance with the parameters set forth in SEC No-Action Letter, <i>SMC Capital, Inc.</i> Registrant shall not receive any additional compensation or remuneration as a result of the aggregation.</p> <p>The client may direct Registrant to use a particular broker-dealer (subject to Registrant's right to decline and/or terminate the engagement) to execute some or all transactions for the client's account. In such event, the client will negotiate terms and arrangements for the 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. 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.</p> <p>In the event that the transactions for a client's accounts are effected through a broker-dealer that refers investment management clients to Registrant, there exists the potential for conflict of interest if the accounts incur higher commission or transaction costs than the accounts would otherwise have incurred had the client determined to effect account transactions through alternative clearing arrangements that may have been available through Registrant.</p> <p><b><u>Proxy Voting Policy.</u></b> Clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially 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. The Registrant and/or the client shall correspondingly instruct each custodian of the assets to forward to the client copies of all proxies and shareholder communications relating to the client's investment assets.</p> <p><b>See additional disclosure at Item 13A relative to <i>FIWS</i>.</b></p>	
Item 13A	<p>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 <i>FIWS</i> (or a mutual fund company), 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.</p>	

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	<p>As indicated above, certain of the support services and/or products that <i>may</i> 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.</p> <p>Registrant's clients do not pay more for investment transactions effected and/or assets maintained at <i>FIWS</i> as a result of this arrangement. There is no corresponding commitment made by the Registrant to <i>FIWS</i> 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.</p> <p><b><u>The Registrant's Chief Compliance Officer, Curtis Lyman, 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.</u></b></p>
Item 13B	<p>If a client is introduced to the Registrant by either an unaffiliated or an affiliated solicitor, Registrant pays that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940, and any corresponding state securities law requirements. Any such referral fee shall be paid solely from the Registrant's investment management fee, and shall not result in any additional charge to the client. If the client is introduced to the Registrant by an unaffiliated solicitor, the solicitor, at the time of the solicitation, shall disclose the nature of his/her/its solicitor relationship, and shall provide each prospective client with a copy of the Registrant's written disclosure statement as same is set forth on Part II of Form ADV, including this Schedule "F", together with a copy of the written disclosure statement from the solicitor to the client disclosing the terms of the solicitation arrangement between the Registrant and the solicitor, including the compensation to be received by the solicitor from the Registrant.</p>

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