

Disclosure Brochure

March 31, 2011

Poterack Capital Advisory, Inc.

a Registered Investment Adviser

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This brochure provides information about the qualifications and business practices of Poterack Capital Advisory, Inc. (hereinafter "PCA"). If you have any questions about the contents of this brochure, please contact Anna Gentry at (704) 366-5776. 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 Poterack Capital Advisory, Inc. is available on the SEC's website at www.adviserinfo.sec.gov.

Poterack Capital Advisory, Inc. is an SEC registered investment adviser. Registration does not imply any level of skill or training.

Item 2. Material Changes

This Item discusses only the material changes that have occurred since PCA's last annual update dated March 31, 2010. PCA does not have any material changes to disclose in this Item.

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Item 4. Advisory Business

PCA is an investment adviser providing financial planning and investment management services. Prior to engaging PCA to provide any of the foregoing investment advisory services, the client is required to enter into one or more written agreements with PCA setting forth the terms and conditions under which PCA renders its services (collectively the "*Agreement*"). Neither PCA nor the client may assign the *Agreement* without the consent of the other party. A transaction that does not result in a change of actual control or management of PCA is not considered an assignment.

PCA has been in business since October 8, 2007. Dawn Poterack is the principal owner of PCA and Ryan Poterack is the President.

PCA has \$34,125,793 of assets under management as of December 31, 2010, all of which are managed on a discretionary basis.

This disclosure brochure describes the business of PCA. Certain sections will also describe the activities of *Supervised Persons*. *Supervised Persons* are any of PCA's officers, partners, directors (or other persons occupying a similar status or performing similar functions), or employees, or any other person who provides investment advice on PCA's behalf and is subject to PCA's supervision or control.

Financial Planning Services

PCA may provide its clients with a broad range of comprehensive financial planning (which may include non-investment related matters). These services include retirement planning, investment planning, estate planning, insurance planning, and education planning services. PCA may charge a separate fee for these services which shall be agreed upon prior to rendering the services.

In performing its services, PCA is not required to verify any information received from the client or from the client's other professionals (e.g., attorney, accountant, etc.) and is expressly authorized to rely on such information. PCA may recommend the services of itself and/or other professionals to implement its recommendations. Clients are advised that a conflict of interest exists if PCA recommends its own services. The client is under no obligation to act upon any of the recommendations made by PCA under a financial planning or consulting engagement or to engage the services of any such recommended professional, including PCA itself. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any of PCA's recommendations. Clients are advised that it remains their responsibility to promptly notify PCA if there is ever any change in their financial situation or investment objectives for the purpose of reviewing, evaluating, or revising PCA's previous recommendations and/or services.

Investment Management Services

Clients can engage PCA to manage all or a portion of their assets on a discretionary basis.

PCA primarily allocates clients' investment management assets among mutual funds, exchange-traded funds ("ETFs"), and individual equity securities in accordance with the investment objectives of the client. PCA also provides advice about any type of investment held in clients' portfolios.

PCA also may render non-discretionary investment management services to clients relative to variable life/annuity products that they may own, their individual employer-sponsored retirement plans, or other products that may not be held by the client's primary custodian. In so doing, PCA either directs or recommends the allocation of client assets among the various investment options that are available with the product. Client assets are maintained at the specific insurance company or custodian designated by the product.

PCA tailors its advisory services to the individual needs of clients. PCA consults with clients initially and on an ongoing basis to develop an investment policy statement which determines risk tolerance, time horizon and other factors that may impact the clients' investment needs. PCA ensures that clients' investments are suitable for their investment needs, goals, objectives and risk tolerance.

Clients are advised to promptly notify PCA if there are changes in their financial situation or investment objectives or if they wish to impose any reasonable restrictions upon PCA's management services.

Sponsor of Wrap Program

PCA is the sponsor of the Poterack Capital Advisory, Inc. Program (the "*Program*"), a wrap fee program. In the event the client participates in the *Program*, PCA provides its investment management services and arranges for brokerage transactions under a single annualized fee. Participants in the *Program* may pay a higher aggregate fee than if investment management and brokerage services are purchased separately. A complete description of the *Program*'s terms and conditions (including fees) are contained in the *Program*'s wrap fee brochure.

Additions and Withdrawals to Accounts

Clients may make additions to and withdrawals from their account at any time, subject to PCA's right to terminate an account. Clients may withdraw account assets on notice to PCA, subject to the usual and customary securities settlement procedures. However, PCA designs its portfolios as long-term investments and the withdrawal of assets may impair the achievement of a client's investment objectives.

Educational Services

PCA may provide non-personalized investment-related educational services. PCA's educational services generally cover issues such as retirement income choices, risk management, wills, trusts, and beneficiaries, the effects of taxes on wealth, and other topics as needed. PCA will offer these services to existing clients for no additional fee. PCA will charge non-clients a fixed fee for these services.

Item 5. Fees and Compensation

PCA offers its services on a fee basis, which may include hourly fees, as well as fees based upon assets under management.

Investment Management Fee

PCA provides investment management services for an annual fee based upon a percentage of the market value of the assets being managed by PCA. PCA's annual fee is exclusive of, and in addition to brokerage commissions, transaction fees, and other related costs and expenses which are incurred by the client. PCA does not, however, receive any portion of these commissions, fees, and costs. As discussed above, clients may engage PCA to provide its investment management services through the *Program*, which would include many of those commissions, fees, and costs. PCA's annual fee is prorated and charged quarterly, in arrears, based upon the market value of the assets being managed by PCA on the last day of the previous quarter. The annual fee varies (between 1.00% and 2.00%) depending upon the market value of the assets under management and the type of investment management services to be rendered, as follows:

<u>PORTFOLIO VALUE</u>	<u>BASE FEE</u>
up to \$500,000	2.00%
\$500,001 - \$1,000,000	1.50%
\$1,000,001 - \$2,000,000	1.25%
above \$2,000,000	1.00%

PCA, in its sole discretion, may negotiate to charge a lesser 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, pre-existing client, account retention, *pro bono* activities, etc.).

Financial Planning Fees

PCA will charge an hourly fee of \$250 for financial planning services. If the client engages PCA for additional investment advisory services, PCA may offset all or a portion of its fees for those services based upon the amount paid for the financial planning and/or consulting services.

Prior to engaging PCA to provide financial planning and/or consulting services, the client is required to enter into a written agreement with PCA setting forth the terms and conditions of the engagement. Generally, PCA requires one-half of the financial planning fee (estimated hourly) payable upon entering the written agreement. The balance is generally due upon delivery of the financial plan or completion of the agreed upon services.

Educational Services Fees

PCA charges \$100 tuition for a five week course for non-clients. The tuition includes up to two attendees. Tuition for these services is included in the fees charged to investment management clients.

Fees Charged by Financial Institutions

As further discussed in response to Item 12 (below), PCA generally recommends that clients utilize the brokerage and clearing services of Charles Schwab & Co., Inc. ("*Schwab*") for investment management accounts.

PCA may only implement its investment management recommendations after the client has arranged for and furnished PCA with all information and authorization regarding accounts with appropriate financial institutions. Financial institutions include, but are not limited to, *Schwab*, any other broker-dealer recommended by PCA, broker-dealer directed by the client, trust companies, banks etc. (collectively referred to herein as the "*Financial Institutions*").

Clients may incur certain charges imposed by the *Financial Institutions* and other third parties such as custodial fees, charges imposed directly by a mutual fund or ETF in the account, which shall be disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Additionally, for assets outside of any wrap fee programs, clients may incur brokerage commissions and transaction fees. Such charges, fees and commissions are exclusive of and in addition to PCA's fee.

PCA's *Agreement* and the separate agreement with any *Financial Institutions* may authorize PCA to debit the client's account for the amount of PCA's fee and to directly remit that management fee to PCA. Any *Financial Institutions* recommended by PCA have agreed to send a statement to the client, at least quarterly, indicating all amounts disbursed from the account including the amount of management fees paid directly to PCA.

Fees for Management During Partial Quarters of Service

For the initial period of investment management services, the fees shall be calculated on a *pro rata* basis.

The *Agreement* between PCA and the client will continue in effect until terminated by either party pursuant to the terms of the *Agreement*. PCA's fees are prorated through the date of termination and any remaining balance is charged or refunded to the client, as appropriate.

Additions may be in cash or securities provided that PCA reserves the right to liquidate any transferred securities or decline to accept particular securities into a client's account. PCA may consult with its clients about the options and ramifications of transferring securities. However, clients are advised that

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when transferred securities are liquidated, they are subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax ramifications.

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

PCA does not provide any services for performance-based fees. Performance-based fees are those based on a share of capital gains on or capital appreciation of the assets of a client.

Item 7. Types of Clients

PCA provides its services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations and business entities.

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

Method of Analysis

PCA's primary method of analysis is a fundamental approach.

Fundamental analysis involves the fundamental financial condition and competitive position of a company. PCA will analyze the financial condition, capabilities of management, earnings, new products and services, as well as the company's markets and position amongst its competitors in order to determine the recommendations made to clients. The primary risk in using fundamental analysis is that while the overall health and position of a company may be good, market conditions may negatively impact the security.

Investment Strategy

PCA will evaluate the appropriate allocation among financial instruments for each client by analyzing various factors such as the client's tolerance for volatility and potential loss, financial objectives, total net worth (excluding personal residence), income or liquidity requirements, taxable status of accounts, investment knowledge and experience, and length of time spent with the client.

Throughout the evaluation process, the client's existing allocation is reviewed. The client is asked to provide their risk tolerance on a scale of one to ten, one indicating no investment risk and ten indicating extreme investment risk. The client is then asked if their current investment allocation is consistent with their self-assessment. If the client's understanding of relative risk is not reasonably accurate, then a more thorough discussion of various financial instruments and relative risk occurs. The client is also asked if they are a conservative investor or an aggressive investor, typically during the first visit.

Clients are also questioned about their financial objectives, which are generally defined by their lifestyle, personal needs and wants require economically. Throughout PCA's evaluation process, there are many discovery questions asked over several visits to clarify these objectives.

In addition, the higher a conservative or moderate risk investor client's net worth, the more likely the client may hold higher investment risk securities their portfolio. However, the greater the client's income or liquidity requirement, the more conservatively PCA will allocate their portfolio.

When a client has both tax qualified and non-qualified accounts, PCA may invest more conservatively (i.e. interest-bearing instruments) within qualified pre-tax accounts and more aggressively (i.e. equity-based instruments) in non-qualified accounts. To improve client's tax efficiency, PCA seeks capital gains taxation on equity-based investments. PCA will hold a greater portion of the client's equity-based allocation in their non-qualified account to benefit from existing tax laws regarding capital gains and losses. PCA may take more relative risk with Roth IRA accounts because the client retains 100% of the investment gains in exchange for accepting the investment risk. Additionally, the current tax law limits the

client's ability to invest within a Roth IRA so PCA's intent would be to seek long-term, tax-free appreciation as opposed to seeking liquidity.

Until a client has fully explored their overall financial situation or provided all required documentation to PCA, the client's money will be invested more conservatively than it may be invested after the client has participated fully in the comprehensive process. PCA's initial process typically requires four to five office visits before PCA will decide to work with the client.

PCA utilizes Morningstar research in selecting mutual funds in the following categories: conservative allocation, moderate allocation, large cap, mid cap, small cap, foreign large cap, foreign small/mid cap, world allocation, emerging markets, high yield bond, multi-sector bond, and world bond. The criteria for mutual funds are no-load or load-waived, current five star rating, ten year five star rating, and Charles Schwab custodies without transaction fees.

In the event there are no mutual funds in a category that have a current and ten-year five star rating, then PCA will reduce the star rating requirement starting with the ten-year rating until the category is represented. If a client holds a mutual fund that does not meet PCA's selection criteria, then the client is made aware of the discrepancy and any tax liability of the mutual fund is liquidated. There may also be reasons that a client wants to retain a mutual fund that does not meet PCA's selection criteria, which PCA will allow.

In addition, mutual funds may be selected that do not fall into one of PCA's selection categories, based on client preference or unique need; in these circumstances, the same selection criteria will be used.

Risks

Mutual Funds and Exchange Traded Funds (ETFs)

An investment in a mutual fund or ETF involves risk, including the loss of principal. Mutual funds and ETFs are subject to secondary market trading risks. Shares of mutual funds and ETFs will be listed for trading on an exchange, however, there can be no guarantee that an active trading market for such shares will develop or continue. There can be no guarantee that a mutual funds' and ETFs' exchange listing or ability to trade its shares will continue or remain unchanged. Shares of the mutual fund or ETF may trade on an exchange at prices at, above or below their most recent net asset valuation (NAV), which is the price that an investor would buy or sell the mutual fund or ETF at. The per share NAV of a mutual fund or ETF is calculated at the end of each business day, and fluctuates with changes in the market value of the mutual fund's or ETF's holdings. The trading prices of a mutual fund's or ETF's shares may differ significantly from NAV during periods of market volatility, which may, among other factors, lead to the mutual fund's ETF's shares trading at a premium or discount to NAV.

Market Risks

The profitability of a significant portion of PCA's recommendations may depend to a great extent upon correctly assessing the future course of price movements of stocks and bonds. There can be no assurance that PCA will be able to predict those price movements accurately.

Risk of Loss

Investing in securities involves the risk of loss. Clients should be prepared to bear such loss.

Item 9. Disciplinary Information

PCA is required to disclose the facts of any legal or disciplinary events that are material to a client's evaluation of its advisory business or the integrity of management. PCA does not have any required disclosures to this Item.

Item 10. Other Financial Industry Activities and Affiliations

PCA is required to disclose any relationship or arrangement that is material to its advisory business or to its clients with certain related persons. PCA has described such relationships and arrangements below.

Registration as Insurance Agency

PCA is a duly licensed insurance agency. Additionally, certain of PCA's *Supervised Persons*, in their individual capacities, are licensed insurance agents with various insurance companies, and in such capacity, may recommend, on a fully-disclosed basis, the purchase of certain insurance products. A conflict of interest exists to the extent that PCA or its *Supervised Persons* recommend the purchase of insurance products where PCA or its *Supervised Persons* receive insurance commissions or other additional compensation.

Item 11. Code of Ethics

PCA and persons associated with PCA ("Associated Persons") are permitted to buy or sell securities that it also recommends to clients consistent with PCA's policies and procedures.

PCA has adopted a code of ethics that sets forth the standards of conduct expected of its associated persons and requires compliance with applicable securities laws ("*Code of Ethics*"). In accordance with Section 204A of the Investment Advisers Act of 1940 (the "Advisers Act"), its *Code of Ethics* contains written policies reasonably designed to prevent the unlawful use of material non-public information by PCA or any of its associated persons. The *Code of Ethics* also requires that certain of PCA's personnel (called "*Access Persons*") report their personal securities holdings and transactions and obtain pre-approval of certain investments such as initial public offerings and limited offerings.

Unless specifically permitted in PCA's *Code of Ethics*, none of PCA's *Access Persons* may effect for themselves or for their immediate family (i.e., spouse, minor children, and adults living in the same household as the *Access Person*) any transactions in a security which is being actively purchased or sold, or is being considered for purchase or sale, on behalf of any of PCA's clients.

When PCA is purchasing or considering for purchase any security on behalf of a client, no *Access Person* may effect a transaction in that security prior to the completion of the purchase or until a decision has been made not to purchase such security. Similarly, when PCA is selling or considering the sale of any security on behalf of a client, no *Access Person* may effect a transaction in that security prior to the completion of the sale or until a decision has been made not to sell such security. These requirements are not applicable to: (i) direct obligations of the Government of the United States; (ii) money market instruments, bankers' acceptances, bank certificates of deposit, commercial paper, repurchase agreements and other high quality short-term debt instruments, including repurchase agreements; (iii) shares issued by mutual funds or money market funds; and (iv) shares issued by unit investment trusts that are invested exclusively in one or more mutual funds.

Clients and prospective clients may contact PCA to request a copy of its *Code of Ethics*.

Item 12. Brokerage Practices

As discussed above, in Item 5, PCA generally recommends that clients utilize the brokerage and clearing services of *Schwab*.

Factors which PCA considers in recommending *Schwab* or any other broker-dealer to clients include their respective financial strength, reputation, execution, pricing, research and service. *Schwab* enables PCA to obtain many mutual funds without transaction charges and other securities at nominal transaction charges. The commissions and/or transaction fees charged by *Schwab* may be higher or lower than those charged by other *Financial Institutions*.

The commissions paid by PCA's clients comply with PCA's duty to obtain "best execution." Clients may pay commissions that are higher than another qualified *Financial Institution* might charge to effect the same transaction where PCA determines that the commissions are reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a *Financial Institution's* services, including among others, the value of research provided, execution capability, commission rates, and responsiveness. PCA seeks competitive rates but may not necessarily obtain the lowest possible commission rates for client transactions.

PCA periodically and systematically reviews its policies and procedures regarding its recommendation of *Financial Institutions* in light of its duty to obtain best execution.

The client may direct PCA in writing to use a particular *Financial Institution* to execute some or all transactions for the client. In that case, the client will negotiate terms and arrangements for the account with that *Financial Institution*, and PCA will not seek better execution services or prices from other *Financial Institutions* or be able to "batch" client transactions for execution through other *Financial Institutions* with orders for other accounts managed by PCA (as described below). As a result, the 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. Subject to its duty of best execution, PCA may decline a client's request to direct brokerage if, in PCA's sole discretion, such directed brokerage arrangements would result in additional operational difficulties or violate restrictions imposed by other broker-dealers (as further discussed below).

Transactions for each client generally will be effected independently, unless PCA decides to purchase or sell the same securities for several clients at approximately the same time. PCA 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 PCA'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 generally be averaged as to price and allocated among PCA's clients pro rata to the purchase and sale orders placed for each client on any given day. To the extent that PCA determines to aggregate client orders for the purchase or sale of securities, including securities in which

PCA's *Supervised Persons* may invest, PCA shall generally do so in accordance with applicable rules promulgated under the Advisers Act and no-action guidance provided by the staff of the U.S. Securities and Exchange Commission. PCA shall not receive any additional compensation or remuneration as a result of the aggregation. In the event that PCA determines that a prorated allocation is not appropriate under the particular circumstances, the allocation will be made based upon other relevant factors, which may include: (i) when only a small percentage of the order is executed, shares may be allocated to the account with the smallest order or the smallest position or to an account that is out of line with respect to security or sector weightings relative to other portfolios, with similar mandates; (ii) allocations may be given to one account when one account has limitations in its investment guidelines which prohibit it from purchasing other securities which are expected to produce similar investment results and can be purchased by other accounts; (iii) if an account reaches an investment guideline limit and cannot participate in an allocation, shares may be reallocated to other accounts (this may be due to unforeseen changes in an account's assets after an order is placed); (iv) with respect to sale allocations, allocations may be given to accounts low in cash; (v) in cases when a pro rata allocation of a potential execution would result in a *de minimis* allocation in one or more accounts, PCA may exclude the account(s) from the allocation; the transactions may be executed on a pro rata basis among the remaining accounts; or (vi) in cases where a small proportion of an order is executed in all accounts, shares may be allocated to one or more accounts on a random basis.

Consistent with obtaining best execution, brokerage transactions may be directed to certain broker-dealers in return for investment research products and/or services which assist PCA in its investment decision-making process. Such research generally will be used to service all of PCA's clients, but brokerage commissions paid by one client may be used to pay for research that is not used in managing that client's portfolio. The receipt of investment research products and/or services as well as the allocation of the benefit of such investment research products and/or services poses a conflict of interest because PCA does not have to produce or pay for the products or services.

Software and Support Provided by Financial Institutions

PCA may receive from *Schwab*, without cost to PCA, computer software and related systems support, which allow PCA to better monitor client accounts maintained at *Schwab*. PCA may receive the software and related support without cost because PCA renders investment management services to clients that maintain assets at *Schwab*. The software and related systems support may benefit PCA, but not its clients directly. In fulfilling its duties to its clients, PCA endeavors at all times to put the interests of its clients first. Clients should be aware, however, that PCA's receipt of economic benefits from a broker-dealer creates a conflict of interest since these benefits may influence PCA's choice of broker-dealer over another broker-dealer that does not furnish similar software, systems support, or services.

Additionally, PCA may receive the following benefits from *Schwab* through its Schwab Institutional division: receipt of duplicate client confirmations and bundled duplicate statements; access to a trading desk that exclusively services the Schwab Institutional participants; access to block trading which

provides the ability to aggregate securities transactions and then allocate the appropriate shares to client accounts; and access to an electronic communication network for client order entry and account information.

Item 13. Review of Accounts

For those clients to whom PCA provides investment management services, PCA monitors those portfolios as part of an ongoing process while regular account reviews are conducted on at least a quarterly basis. For those clients to whom PCA provides financial planning and/or consulting services, reviews are conducted on an “as needed” basis. Such reviews are conducted by one of PCA’s investment adviser representatives. All investment advisory clients are encouraged to discuss their needs, goals, and objectives with PCA and to keep PCA informed of any changes thereto. PCA shall contact ongoing investment advisory clients at least annually to review its previous services and/or recommendations and to discuss the impact resulting from any changes in the client’s financial situation and/or investment objectives.

Unless otherwise agreed upon, clients are provided with transaction confirmation notices and regular summary account statements directly from the broker-dealer or custodian for the client accounts. Those clients to whom PCA provides investment advisory services will also receive a report from PCA that may include such relevant account and/or market-related information such as an inventory of account holdings and account performance on a quarterly basis. Clients should compare the account statements they receive from their custodian with those they receive from PCA.

Those clients to whom PCA provides financial planning services will receive reports from PCA summarizing its analysis and conclusions as requested by the client or otherwise agreed to in writing by PCA.

Item 14. Client Referrals and Other Compensation

PCA is required to disclose any relationship or arrangement where it receives an economic benefit from a third party (non-client) for providing advisory services. In addition, PCA is required to disclose any direct or indirect compensation that it provides for client referrals.

If a client is introduced to PCA by either an unaffiliated or an affiliated solicitor, PCA may pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Advisers Act and any corresponding state securities law requirements. Any such referral fee shall be paid solely from PCA's investment management fee, and shall not result in any additional charge to the client. If the client is introduced to PCA by an unaffiliated solicitor, the solicitor shall provide the client with a copy of PCA's written disclosure statement which meets the requirements of Rule 204-3 of the Advisers Act and a copy of the solicitor's disclosure statement containing the terms and conditions of the solicitation arrangement including compensation. Any affiliated solicitor of PCA shall disclose the nature of his/her relationship to prospective clients at the time of the solicitation and will provide all prospective clients with a copy of PCA's written disclosure statement at the time of the solicitation.

Item 15. Custody

PCA's *Agreement* and/or the separate agreement with any *Financial Institution* may authorize PCA through such *Financial Institution* to debit the client's account for the amount of PCA's fee and to directly remit that management fee to PCA in accordance with applicable custody rules.

The *Financial Institutions* recommended by PCA have agreed to send a statement to the client, at least quarterly, indicating all amounts disbursed from the account including the amount of management fees paid directly to PCA. In addition, as discussed in Item 13, PCA also sends periodic supplemental reports to clients. Clients should carefully review the statements sent directly by the *Financial Institutions* and compare them to those received from PCA.

Item 16. Investment Discretion

PCA is given the authority to exercise discretion on behalf of clients. PCA is considered to exercise investment discretion over a client's account if it can effect transactions for the client without first having to seek the client's consent. PCA is given this authority through a power-of-attorney included in the agreement between PCA and the client. Clients may request a limitation on this authority (such as certain securities not to be bought or sold). PCA takes discretion over the following activities:

- The securities to be purchased or sold;
- The amount of securities to be purchased or sold; and
- When transactions are made.

Item 17. Voting Client Securities

PCA is required to disclose if it accepts authority to vote client securities. PCA does not vote client securities on behalf of its clients.

Item 18. Financial Information

PCA does not require or solicit the prepayment of more than \$1,200 in fees six months or more in advance. In addition, PCA is required to disclose any financial condition that is reasonably likely to impair its ability to meet contractual commitments to clients. PCA has no disclosures pursuant to this Item.

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Prepared by:



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