

Item 1 – Cover Page



**Wrap Fee Program Brochure
Form ADV Part 2A-Appendix 1**

Advantage Investment Management LLC

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This wrap fee program Brochure provides information about the qualifications and business practices of Advantage Investment Management (“AIM”). If you have any questions about the contents of this Brochure, please contact us at (319) 366-7300. 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 Advantage Investment Management also is available on the SEC’s website at www.adviserinfo.sec.gov.

Advantage Investment Management is an SEC-registered investment advisor; however, registration itself does not imply a certain level of skill or training.

Item 2 – Material Changes Since Last Annual Update

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Item 4 – Services, Fees and Compensation Advisory Business

Firm Overview

Advantage Investment Management, LLC (“AIM”) was founded in 2008. AIM is an Iowa limited liability company located in Cedar Rapids, Iowa. The firm provides financial planning, consulting and investment management services to a wide variety of clients, including individuals, trusts, estates, charitable organizations, corporations, other business entities and pension and profit sharing plans.

AIM is wholly-owned by Advantage Financial Group, an Iowa Corporation. Joseph R. Russo owns 25% or more of Advantage Financial Group.

AIM does not have any affiliates, other than its parent, and does not engage in any other business activity.

Types of Advisory Services

AIM’s investment advisory services are offered to clients in three general categories; Asset Management Program, Third Party Asset Managers and Consulting Services.

For detailed information regarding the Non-Wrap Fee Management Program, Third Party Asset Managers and Consulting Services, please consult the Form ADV, Part 2A, Firm Brochure, which is available upon request from AIM or your AIM representative.

Asset Management Program (Wrap Fee Services)

AIM’s Asset Management Program is available as either a “non-wrap” or “wrap” fee services. Information contained in this brochure applies specifically to the wrap fee program.

On a wrap fee basis, the asset-based fee charged to Clients covers AIM’s management fees, third-party portfolio management fees (if applicable), as well as certain brokerage transaction commissions on the majority of investment transactions.

In establishing an Asset Management Account, AIM’s Investment Adviser Representative (“IAR”) gathers information from the Client to determine the investment objectives and risk tolerance of the Client. Clients may impose restrictions on their account investments. Once the investment objectives and risk tolerance have been determined, AIM will provide the Client with investment advice, which includes a recommendation or selection of appropriate investments for Client’s Asset Management Program. Once a portfolio is established, the client’s IAR then manages the account on a continuous basis. Asset Management services are provided on either a discretionary or non-discretionary basis, as authorized by the Client through the execution of the Management Services Agreement. In the case of non-discretionary services, the Client must consent to each recommended securities transaction. With discretionary services, AIM and its IARs may buy, sell or exchange securities without obtaining specific consent prior to each transaction. Clients have the option of selecting whether or not to grant AIM discretionary authority over their portfolios.

AIM and its IARs utilize asset allocation software provided by unaffiliated parties in the development of an asset allocation recommendation. Asset allocation models are generally designed to achieve diversification to reduce the risk of loss due to variation of investment returns of any particular asset class.

For AIM to provide appropriate recommendations (or, in the case of discretionary accounts, to make appropriate investment transactions), it is important that the Client provide accurate and complete responses to the questions asked by the IARs, as well as informing the IARs of changes to the Client's investment objectives, personal circumstances and other factors that may impact the account. IARs or AIM will, on at least an annual basis, contact each Client to attempt to determine whether there has been any change in the Client's financial situation, investment objectives, investment needs or reasonable restrictions on the management of the Asset Management portfolio. However, it remains the responsibility of each Client to inform AIM of any material changes. Clients may contact their IAR at any time.

Investment options for managed account portfolios include common and preferred stocks, bonds, municipal securities, government securities, exchange listed limited partnerships, mutual funds, exchange traded funds, unit investment trusts, and other investment options. Purchases of participating mutual funds may be conducted within the Pershing FundVest Institutional Program, at net asset value, and without transaction fees, subject to minimum purchase amounts. If you pay transaction charges, this service will reduce your trading costs. If transaction charges are paid from the management fees, IARs have an incentive to recommend these participating mutual funds that do not impose ticket charges over other available funds.

As part of the Asset Management program, AIM will arrange for execution of trades, custody of assets, and performance reporting. Execution of trades and custody of assets are provided by Pershing Advisor Solutions ("PAS").

To accommodate administration and reporting related to a Client's Management Portfolios, AIM requires each Client to establish a brokerage account to execute the Portfolio securities transactions. AIM may in its sole discretion permit other custodial arrangements for Client's portfolio assets upon receipt of a request from Client to utilize another custodian. Performance reporting is also provided through internal systems or third party arrangements developed by AIM. These quarterly reports provide information relative to the Client's Portfolio asset allocation, transactions and other activity during the period, securities positions and their end-of-period fair market values, investment performance for the period, and an advance billing notice.

Fees and Compensation

The fees we charge and compensation received for the investment advisory services described above will vary depending on the particular Program, products and services offered, as outlined below. All fee arrangements are negotiable and AIM may agree to waive its management fee or any other applicable fees or costs either on an ongoing or a one-time basis. AIM may also change its fees up written notice to a client.

Negotiated fees may differ from client-to-client based upon a number of factors, including, but not limited to, the type and size of the Account, the historical and/or expected size or number of trades for the Account, and the number and range of supplemental advisory and Client related services to be provided to the Client. Minimum Account size may also be waived under certain circumstances.

Fees we are due are automatically billed by us in advance on either a monthly or quarterly basis, according to one of the fee schedules listed below, based on the market value of a client's portfolio as reported to us by the independent custodian at which your assets are held. You grant us authority to debit your account in the written management services agreement you sign with us. One fee schedule may be more advantageous than another, depending on the total value of assets under management, as our Representative can assist in explaining.

The Client may choose one of three fee methods (linear, tiered or flat) to determine the method of assessing Portfolio fees. Depending on the assets under management, one fee schedule may be more advantageous than another.

Standard *Linear or Tiered* Wrap Asset Based Fee Schedule

Portfolio Value	Maximum Annual Fee
Up to \$99,999.99	2.75%
\$100,000 to \$249,999.99	2.50%
\$250,000 to \$499,999.99	2.25%
\$500,000 to \$749,999.99	1.90%
\$750,000 to \$1,249,999.99	1.75%
\$1,250,000 to \$1,749,999.99	1.50%
\$1,750,000 +	1.40%

Flat Fee Schedule

An annual percentage fee may also be agreed to between AIM and Client at time of contract signing. The annual percentage rate for a flat fee will not exceed the corresponding portfolio value indicated on the wrap fee schedule above.

Fee Calculation Information

For services provided under AIM's Asset Management Program, Clients are charged a fee calculated by applying the annual fee (which may be on an account by account basis or 'householded' where the values of related accounts are combined) of the market value of the assets (including interest paid or accrued) as calculated on the last business day of the previous billing period. The fee will be debited from the Client's account in advance on a monthly, or every three (3) month, billing period as authorized by the Client in the services agreement.

If the account is established any day other than the first of the month, the flat fee due for the first billing period in which a Program Portfolio is established is paid in arrears on a prorated basis based on two factors: 1) the date of the portfolio's initial account activity; and 2) the fair market value of the assets in the Client's Portfolio at the end of the initial month. Thereafter, fees are payable either monthly, or every three (3) months, in advance as specified by Clients in the services agreement and calculated based upon the fair market value of the assets in the Client's Portfolio at the end of the immediately preceding billing period.

AIM charges fees either monthly or on a three (3) month basis for both its discretionary and non-discretionary investment management services based on a percentage of the fair market value of the assets in the Client's Management Portfolio.

Mid-Cycle Fee Adjustments. If a clients deposits assets (cash or securities) with a market value of ten-thousand dollars (\$10,000) or more into an account on any given day after the inception of a calendar, the amount of the deposit will immediate be subject to a pro-rated fee based on the applicable Fee Schedule. Clients shall be entitled to a fee rebate calculated in the same manner if account assets are withdrawn in excess of \$10,000 on any given day.

Householding. AIM may also aggregate the values of related accounts to determine the amount of assets under management and the applicable advisory fee paid by a Client. The annual percentage will be based on a number of factors, including but not limited to, the type and size of the Account the historical and/or expected size or number of trades for the Account, and the number and range of supplemental advisory and Client related services to be provided to the Client.

Other Fees

Termination Fee. If a client terminates their services relationship with AIM within the first twelve months, an administrative fee of \$100 may apply at our discretion to offset associated termination costs. However, clients may terminate their relationship with us without penalty within the first 5 business days of establishing an account. Any prepaid fees will be refunded to the client on a pro-rate basis in the event of termination.

Transaction charges not covered. AIM's fee does not cover certain transaction fees including wired funds fees, transfer and ship fees, legal transfer fees, bounced checks fees, margin extension fees, safekeeping fees, transfer fees, termination fees and early redemption penalties.

Clearing and Service Provider Charges. AIM's fee does not cover charges imposed by the broker-dealer (the firm through which we arrange for securities transactions to occur) or other service providers to our client. These fees include, but are not limited to, transaction charges and service fees, IRA and qualified retirement plan fees, mutual fund or money market 12b-1 fees(an expense charge against fund asset by fund companies that are paid to broker-dealers such as PAS to assist with marketing and servicing fund sales) and subtransfer agent fees (an expense charged against fund assets by fund companies that is paid to record keeping firms who provide fund accounting and administration services), mutual fund and money market management fees and administrative expenses, mutual fund transactions fees, deferred sales charges (certain mutual funds charge a fee when you sell shares of the fund) on previously purchased mutual funds or variable annuities products transferred in the portfolio, and other charges that are assessed by third parties.

Internal Fees by Product Sponsors. Certain investments have internal fees and costs which are not assessed by AIM and will not appear on your account statement, such as internal management fees for mutual funds charged by the fund manager, which can impact the returns on your investments as an operational expense assessed by the investment sponsor for managing the investment. The prospectus or offering documents for mutual funds, annuities, REITs or other investments will detail the fees and charges assessed by the managers of those products, thus when assets are invested in shares of mutual fund products, annuities, UITs or REITs. Clients will pay both the direct management fees to AIM for its services in connection with these investments and management and other fees paid to the mutual fund or other product. In the case of mutual funds,

“no load” funds may be available which do not assess a commission or sales charge (unlike “load” funds.” A client may be able to invest directly in the mutual fund’s shares and other investments without incurring the fees charged by AIM, and may also purchase investment products that we recommend through other brokers or agents not affiliated with us. In addition, there may be tax effects relating to fund share redemptions or the cancellations of policies made by or on behalf of clients, as well as deferred sales charges or redemption fees where the investment positions are sold prior to the expiration of a specified holding period.

Determining Value. The account Custodian will determine fair market value for fee calculation purposes. Client acknowledges and agrees that it is Client's responsibility to verify the accuracy of such fee calculation and that the Custodian will not determine whether fees are properly calculated.

Termination. Clients may terminate the Services Agreement for any Management Service at any time in its entirety by giving AIM a written notice of termination. If a Client terminates the Client Agreement with AIM within the first twelve (12) months, a termination charge of \$100 may apply at the discretion of AIM. The termination charge offsets the administrative costs associated with terminating the account. However, a Client may terminate the Agreement without penalty within five (5) business days of signing the Agreement if the Client did not receive AIM's Form ADV, Part II, at least 48 hours prior to signing the Agreement.

CONSIDERATIONS

AIM's fees may be more or less than those charged by AIM to another Client for similar services and by other advisers for similar services. Also, AIM's “wrap fee” for services, i.e., the fee covering both advisory services and certain transaction commission, may be more or less than purchasing advisory and absorbing transaction brokerage services separately. The factors that bear upon the cost of services are the size of the account, and whether trades are placed through a brokerage firm other than the custodian resulting in per trade commissions being charged to the account.

In the event that exchange-traded funds or other mutual funds are a part of a Client's Portfolio, the mutual funds charge additional and separate internal fees as described in the fund's prospectus. Thus, when these funds are in a Client's Portfolio, two advisory fees are imposed: one internally by the fund, the other by AIM.

Because AIM absorbs certain transaction costs in wrap accounts, IARs may have a financial incentive not to place transaction orders frequently in those accounts, since doing so, increases the transaction costs to AIM and thereby reducing its revenue which the IAR shares. Thus, an incentive exists to place trade less frequently in a wrap fee arrangement.

AIM does not guarantee the results of 1) investment management advice it gives, including the performance of its investment models; or 2) the advice given and actions taken by Third Party Portfolio Managers or Mutual Funds. Thus, losses can occur by using AIM's services.

Custody

AIM will arrange for you to receive account statements at least quarterly directly from the independent qualified custodian of your account assets, Pershing Advisor Solutions. These are your official statements for valuation, tax and all other purposes.

The firm generally does not have custody on any client accounts. However, one principal of the firm is deemed to have custody because he acts as co-trustee for certain long-term clients. In order to conform with custody rules, those accounts are subject to an annual surprise audit.

We encourage you to please review the transactions, positions and valuations for accuracy, and to compare this information with any account statements or performance that you may receive from AIM or your AIM Representative. The information contained in your official custodian account statements may vary slightly with that contained in other statements or performance reports you receive, due to differences in the computing method, timing of calculation, and source of valuations.

Any concerns should be immediately reported to the AIM Compliance Department at (800) 235-4770. You may also contact your custodian directly with related questions at:

Pershing Advisor Solutions
One Pershing Plaza
Jersey City NJ 07399

Brokerage Practices

AIM has an obligation to provide for “best execution” of client securities transactions and seeks to satisfy this by ensuring the best combination of net price and execution quality when effecting brokerage transactions for clients. In compliance with applicable securities laws, rules and regulations, we consider a range of factors when assessing our clearing brokerage relationships to make this determination, including:

- Transaction costs associated with the purchase and sale of investments;
- The trade execution, clearance, and settlement capabilities of the broker-dealer;
- The size of brokerage transactions accommodated;
- The efficiency and timing of brokerage transactions;
- The activity existing and anticipated in the market for a particular security;
- The nature of the securities being purchased or sold and access to purchasers and sellers within the investing marketplace (which may be limited due to thin trading activity or unavailability of certain securities);
- The financial stability and reputation of the execution broker-dealer; and
- The research products and other services provided for the benefit of AIM and its clients.

AIM regularly monitors the reporting of execution costs and quality to evaluate the brokerage services provided to its clients in comparison with industry standards to confirm the reasonableness of our determination.

Asset Management Program

Based on these factors, AIM generally requires Asset Management Program clients to establish a brokerage relationship with Pershing Advisor Solutions (“PAS”) with which AIM maintains a clearing agreement.

Research and Other Soft-Dollar Benefits

AIM does not allocate or direct brokerage transactions to the broker-dealer executing client transactions based on our receipt of products or services (referred to as “Soft-Dollar Transactions”).

Directed Brokerage

AIM and its Representatives do not direct transactions to brokerage firms or other parties to receive research or other benefits.

Aggregation of Trades

Client account transactions are typically completed independently for each client’s account. AIM may, however, purchase or sell the same securities or instruments for a number of Clients simultaneously. When appropriate, orders for the same security may be combined or “batched” to facilitate best execution and reduce brokerage commissions or other costs.

AIM effects batched transactions in a manner designed to ensure that no participating Client is favored over any other Client. Specifically, each Client that participates in a batched transaction will participate at the average share price for all of AIM’s transactions effected to fulfill the batched order. Securities purchased or sold in batched transactions are typically allocated pro-rata, to the participating Client accounts in proportion to the size of the order placed for each account. AIM may increase or decrease the amount of securities allocated to each account if necessary to avoid holding odd lot or small numbers of shares for particular Clients, in situations where it maintains discretion.

Additionally, if the clearing firm is unable to fully execute a batched transaction and AIM determines that it would be impractical to allocate a small number of securities among the accounts participating in the transaction on a pro-rata basis, AIM may allocate such securities in a manner determined in good faith to be fair and equitable.

Investment Discretion

Clients have the option of providing AIM with investment discretion on their behalf pursuant to a grant of a limited power of attorney contained in our client agreement.

For these Clients, AIM has been granted authority to determine the broker/dealer to execute securities transactions, which securities are bought and sold, the total amount to be bought and sold, the costs at which the transactions will be effected and the timing of purchases and sales. Limitations may be imposed by the Client in the form of specific constraints on any areas of discretion. AIM may also have discretion to hire and terminate third party money managers.

In the event AIM errors in placing an order, it is the policy of the firm to take what action is necessary to make the client’s account whole.

Voting Client Securities

For our Asset Management Program, AIM does not have any authority to and does not vote proxies on behalf of advisory clients. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in client portfolios. AIM may provide advice to clients regarding the clients' voting of proxies.

Assets under Management

AIM has \$171,565,912 in discretionary assets under management and \$84,015,518 in non-discretionary assets under management, calculated as of March 25, 2011.

Item 5 – Account Requirements and Types of Clients

AIM provides portfolio management services to individuals, high net worth individuals, corporate pension and profit-sharing plans, charitable institutions, foundations, endowments, trusts, estates and business entities.

Asset Management Program accounts are generally available only for clients with an initial portfolio value of at least \$50,000. However, AIM may waive this requirement at its option, depending on the circumstances of a particular client.

Item 6 Portfolio Manager Selection and Evaluation

AIM operates its Wrap Program internally. The firm does not solicit third party managers to provide services for its internal Wrap Program. Individual Advisory Representatives of AIM act as portfolio managers for its wrap accounts.

The experience of our advisory representatives who may also serve as portfolio managers will vary from one representative to another. No specific experience standard applies to our representatives who will manage accounts, although all must have different knowledge and registrations to perform these services. Along the same lines, performance results will also vary from one advisor to another.

The performance reports provided by AIM are not audited or otherwise reviewed by any third party.

Because internal advisory representatives will earn fees from the wrap services they provide, they have a conflict of interest when recommending the program to clients.

Item 7 – Client Information Provided to Portfolio Managers

Since the advisors in our program also act as Portfolio Managers, all client information is available to the Portfolio Managers.

Item 8 – Client Contact with Portfolio Managers

Since the advisors in our program also act as Portfolio Managers, there are no restrictions with regard to client contact with the Portfolio Managers.

Item 9 – Additional Information

Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of AIM or the integrity of AIM's management. AIM has no information applicable to this Item.

Other Financial Industry Activities and Affiliations

Executive officers and IARs of AIM are registered representatives (RRs") and IARs of National Planning Corporation, ("NPC") or NPC of America (in the States of Florida and New York), a securities broker-dealer, member FINRA/SIPC and a Registered Investment Advisor firm with the Securities and Exchange Commission ("SEC"). In addition, the IAR's of AIM are licensed insurance agents. IARs may receive compensation for their activities as registered representatives and insurance agents. Approximately 50% of the time of AIM's IARs is spent in connection with these activities.

Certain executive officers of AIM are also executive officers for Advantage Financial Group and from time to time may devote the principal amount of their time to activities for that firm.

AIM offers financial and retirement planning services. These services are offered to clients with or without investment advice. AIM spends approximately 10% of its time providing financial and retirement planning services that do not include investment advice.

Code of Ethics

AIM has established a Code of Ethics applicable to all persons who have access to confidential Client records or to recommendations being made for Client accounts. Designed to prevent conflicts of interest between the financial interests of Clients and the interests of the firm's staff, the Code requires such "access persons" to obtain pre-approval of certain securities transactions, to report transactions quarterly and to report all securities positions in which they have a beneficial interest

at least annually. These reporting requirements allow supervisors at the firm to determine whether to allow or prohibit certain employee securities purchases and sales based on transactions made, or anticipated to be made, in the same securities for Client accounts. The Code also establishes certain bookkeeping requirements relating to federal reporting rules. The Code is required to be reviewed annually and updated as necessary. A complete copy of the firm's Code is available upon request by writing, mailed to 230 2nd Street SE Suite 200 Cedar Rapids, Iowa, 52401.

Participation or Interest in Client Transactions and Personal Trading

As part of the investment advisory programs offered to Clients, IAR's who are securities representatives of NPC, and (or) licensed as insurance agents, may provide brokerage execution services with respect to Client securities and insurance trades. AIM may make recommendations to Clients (or, in the case of discretionary services, make investment decisions for Clients) regarding investment advisory programs, securities, and/or insurance products, with respect which, where permitted by law, (i) AIM, and its IAR's may receive service fees or other payments relating to a Client's investment in, or otherwise supporting AIM's activities regarding an investment advisory program, security, and/or insurance product, and (ii) AIM or one of its IAR's or affiliates is the investment adviser, agent, sponsor, or other service provider to the investment advisory program, securities and/or insurance product provider, and as such, receives compensation for its services. Clients should be aware that this presents a potential conflict of interest because AIM and its IARs have more incentive to recommend (or make investment decisions regarding) investments that provide such additional compensation to AIM, its IARs and/or its affiliates.

AIM does not maintain an inventory of investments for resale, and does not buy or sell securities for itself that it recommends to (or purchases or sells for) Clients. However, AIM's employees and IAR's may purchase or sell for their own accounts securities or other investment products that are also recommended to Clients. When purchasing or selling securities, priority is given to Client transactions. AIM employees and IARs are subject to the provision of AIM's policies regarding personal securities transactions. These policies are designed to prevent detriment to the Client or any benefit to AIM employees or IARs resulting from investment activities.

Client Referrals and Other Compensation

AIM does not currently have any client referral relationships. Thus, it does not pay any fee to a third party for making client referrals to it. Also, as indicated above, the firm does not direct brokerage transactions to any brokerage firm, in return for client referrals.

Financial Information

AIM does not receive fees of more than \$1,200 six months or more in advance, thus no financial statement for AIM is attached. AIM does not have any financial condition that is reasonably likely to impair

Account Reviews

AIM's home office personnel and IARs continuously monitor Managed Portfolios to identify situations that may warrant either a more detailed review or specific action on behalf of a Portfolio or Client. Such reviews include, but are not necessarily limited to, suitability, inactivity and high concentrations in individual securities.

In addition, AIM IARs providing continuous and regular investment advice or investment supervisory services to Clients review Client Portfolios and communicate with Clients regularly, as agreed upon by the Client, for conformity with the respective portfolios, specific investment objectives, changes in the Client's financial condition, any reasonable restrictions to be imposed as to specific assets or types of assets to be included or excluded from Client Portfolios, and all applicable rules and regulations. AIM also examines investment results on a regular basis.

AIM may also provide clients with written periodic performance reports that include relevant portfolio information, such as asset allocation, account transactions, securities positions, the fair market value of investments in client portfolios and investment performance for the period. AIM does not verify performance data provided to it by third parties with the exception of the calculation methods and the related account holdings shown.

POLICY REGARDING TREATMENT OF CONFIDENTIAL INFORMATION

Advantage Investment Management, LLC strongly believes in protecting the confidentiality and security of information it collects about you. This notice describes the firm's privacy policy and describes how we treat the information we receive about you.

Why We Collect And How We Use Information

When we evaluate your request for our services, provide investment advice to you and process transactions for your account, you typically provide us with certain personal information necessary for these transactions. We may also use that information to offer you other services we provide which may meet your investment needs.

What Information We Collect

The personal information we collect may include:

- Name and address;
- Social Security or taxpayer identification number;
- Assets;
- Liabilities;
- Age;
- Occupation;
- Income;
- Account balances;
- Investment objective and risk tolerance;
- Investment activity;
- Accounts at other institutions; and
- Other financial and personal information.

How We Protect Information

We do not sell your personal information to anyone.

We treat information about current and former Clients and their accounts in a confidential manner. Our employees may access information and provide it to third parties only when completing a transaction at your request or providing our other services to you.

At your request, we may disclose information to attorneys, accountants, lawyers, securities professionals and others to assist us, or them, in providing services to you. We may also share information with companies that perform services on our behalf, such as the companies that we hire to perform marketing or administrative services. Companies we may hire to provide support services are not allowed to use your personal information for their own purposes. We may make additional disclosures as permitted by law.

We also maintain physical, electronic and procedural safeguards to protect information. Employees and our managers and counselors are required to comply with our established information confidentiality provisions.

Access To And Correction Of Information

Generally, upon your written request, we will make available information for your review. Information collected in connection with, or in anticipation of, any claim or legal proceeding will not be made available.

If your personal information with us becomes inaccurate, or if you need to make a change to that information, please contact us at the number shown below so we can update our records.

Further Information

For additional information regarding our privacy policy, please contact AIM at our offices at 230 2nd Street SE, Suite 200, Cedar Rapids, Iowa 52401, or by calling (319) 366-7300.