

**Schedule F of
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant:	SEC File Number:	Date:
WS WEALTH MANAGERS, INC.	801-	04/2008

(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: WS WEALTH MANAGERS, INC.		IRS Empl. Ident. No.:
Item of Form (identify)	Answer	
Item 1D	<p>As discussed below, the Registrant provides its clients (individuals, business entities, trusts, estates and charitable organizations, etc.) with financial planning and investment advisory services.</p> <p>FINANCIAL PLANNING AND CONSULTING SERVICES</p> <p>To the extent requested by a client, the Registrant <i>may</i> determine to provide financial planning and/or consulting services (including investment and non-investment related matters, including estate planning, insurance planning, etc.) on a fee basis. Registrant's planning and consulting fees are negotiable, but generally are \$ 150.00 on an hourly rate basis, and from \$500 to \$1,000 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 planning or consulting services, clients are generally required to enter into a <i>Financial Planning and Consulting Agreement</i> with Registrant setting forth the terms and conditions of the engagement (including termination), 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, including Registrant's Principal, Wayne Strout, in his separate individual capacities as a registered representative of <i>Glen Eagle Advisors</i> and/or a licensed insurance agent (<i>See</i> disclosure below). 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>INVESTMENT ADVISORY SERVICES</p> <p>The client can determine to engage the Registrant to provide investment advisory services on a <i>fee-only</i> basis. The Registrant's annual investment advisory fee shall generally be based upon a percentage (%) of the market value of the assets placed under the Registrant's management (between negotiable and 1.25%).</p> <p>Registrant's annual investment advisory fee shall be prorated and paid quarterly, in advance, based upon the market value of the assets on the last business day of the previous quarter. The Registrant may charge a lesser advisory 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.).</p> <p>Currently, the Registrant primarily recommends that the client allocate his/her/their/its investment assets primarily various mutual funds, exchange traded funds, and individual fixed income and equity securities on either a discretionary and non-discretionary basis, in accordance with the client's designated investment objective(s).</p> <p>In the event that the client requests that the Registrant recommend a broker-dealer/custodian for execution and/or custodial services, Registrant recommends that investment management accounts be maintained at <i>Glen Eagle Advisors</i> (with <i>Pershing, LLC</i> maintaining custody of all securities). <i>Glen Eagle Advisors</i> is the broker-dealer with which Registrant's principal, Wayne Strout, is associated (<i>See</i> disclosure below), and, as result of such affiliation, <i>Glen Eagle Advisors</i> requires that it serve as broker-dealer for all of the Registrant's transactions for client accounts. Prior to engaging Registrant to provide investment advisory services, the client will be required to enter into a formal <i>Investment Advisory Agreement</i> with Registrant setting forth the terms and</p>	

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

conditions under which Registrant shall manage the client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

As discussed above, unless the client directs otherwise or an individual client's circumstances require, the Registrant shall generally recommend that *Glen Eagle Advisors* serve as the broker-dealer/and Pershing LLC act as custodian for client investment management assets. Broker-dealers such as *Glen Eagle Advisors* 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). **Please Note:** Both *Glen Eagle Advisors* and/or the Registrant's principal, Wayne Strout, in his individual capacity as a registered representative of *Glen Eagle Advisors*, shall receive a portion of the transaction fees for investment advisory transactions effected for client accounts. The brokerage commissions and/or transaction fees charged by *Glen Eagle Advisors* may be higher than those charged by other broker-dealers/custodians.

Both Registrant's *Investment Advisory Agreement* 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 *Investment Advisory Agreement*. Upon termination, the Registrant shall refund the pro-rated portion of the advanced advisory fee paid based upon the number of days remaining in the billing quarter.

Factors that the Registrant considers in recommending *Glen Eagle Advisors and Pershing* 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 a 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. **Please Note:** The brokerage commissions and/or transaction fees charged by *Glen Eagle Advisors* may be higher than those charged by other broker-dealers/custodians. 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. 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.

COMMISSION TRANSACTIONS/12b-1 fees

Glen Eagle Advisors. In the event that the client desires, the client can engage the Registrant's Principal, Wayne Strout, in his individual capacity, as registered representative of *Glen Eagle Advisors* an SEC registered and NASD member broker-dealer, to implement investment recommendations on a fully-disclosed commission basis. In the event the client chooses to purchase investment products through *Glen Eagle Advisors*, brokerage commissions will be charged by *Glen Eagle Advisors* to effect securities transactions, a portion of which commissions shall be paid by *Glen Eagle Advisors* to Registrant's Principal. The brokerage commissions charged by *Glen Eagle Advisors* may be higher or lower than those charged by other broker-dealers.

	<p><u>Brokerage Transactions:</u> Both <i>Glen Eagle Advisors</i> and/or the Registrant's principal, Wayne Strout, in his individual capacity as a registered representative of <i>Glen Eagle Advisors</i>, shall receive a portion of the transaction fees for investment advisory transactions effected for client accounts. The brokerage commissions and/or transaction fees charged by <i>Glen Eagle Advisors</i> may be higher than those charged by other broker-dealers/custodians. <u>The Registrant's Chief Compliance Officer, D. Wayne Strout, 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></p> <p><u>12b-1 Fees:</u> As indicated above, <i>Glen Eagle Advisors</i>, as well as Registrant's Principals, relative to mutual fund purchases, may also receive additional ongoing 12b-1 trailing commission compensation directly from the mutual fund company during the period that the client maintains a mutual fund investment.</p> <p><u>MISCELLANEOUS</u></p> <p><u>Client Obligations.</u> 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. 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><u>Assignment.</u> 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><u>12b-1 Fees.</u> Although not a material consideration when determining to recommend a particular broker-dealer/custodian, Registrant's Principal, in his individual capacity as registered representatives of <i>Glen Eagle Advisors</i> may receive a portion of the 12b-1 distribution fees imposed by certain mutual funds. <u>The Registrant's Chief Compliance Officer, Wayne Strout, remains available to address any questions that a client or prospective client may have regarding this issue and any corresponding perceived conflict of interest any such arrangement may create.</u></p> <p><u>Disclosure Statement.</u> A copy of Registrant's written disclosure statement as set forth on Part II of Form ADV shall be provided to each client prior to or contemporaneously with the execution of the <i>Financial Planning and Consulting Agreement</i> or <i>Investment Advisory Agreement</i>. Any client who has not received a copy of Registrant's written disclosure statement at least 48 hours prior to executing the <i>Financial Planning and Consulting Agreement</i> or <i>Investment Advisory Agreement</i> shall have five business days subsequent to executing the agreement to terminate the Registrant's services without penalty.</p>
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>D. WAYNE STROUT Year of Birth: 1950 Education: Wharton School of Business, MBA (1991) Wayne State University, BS in Mechanical Engineering (1972) Business Background: WS Managers, Inc.; President/CCO, 2008 – Present Glen Eagle Advisors, LLC; Financial Advisor, 2008 – Present Edward Jones; Registered Representative, 2003 – 2008</p>

	<p>Strout Distinctive Homes, Inc.; President, 1998 – 2003 A'Gramkow A/S; Executive Vice President, 1992 – 1998</p> <p>SCOTT ALLEN SEBRING Year of Birth: 1970</p> <p>Education: York College of Pennsylvania, BS in Marketing (1992)</p> <p>Business Background: WS Managers, Inc.; Investment Advisor, 2008 – Present Glen Eagle Advisors, LLC; Representative, 2008 – Present Digital Doc, LLC; Sales Representative, 2006 – Present Crestlyn Dental Lab; Owner, 2004 – 2007 Glue Dots International; Sales Representative, 2005 – 2006 Dentsply International; Sales Representative, 2000 – 2004 Marq Package; NE Regional Manager, 1999 – 2000 ABC Package Machine; regional Manager, 1996 – 1999</p>
Items 8C(1), 8C(9), and 9B	<p>As discussed in Item 1D above, in the event that the client desires, the client can engage the Registrant's Principal, Wayne Strout, in his individual capacity, as a registered representative of Glen Eagle Advisors an SEC registered and FINRA member broker-dealer, to implement investment recommendations on a fully-disclosed commission basis. In the event the client chooses to purchase investment products through <i>Glen Eagle Advisors</i> brokerage commissions will be charged by <i>Glen Eagle Advisors</i> to effect securities transactions, a portion of which commissions shall be paid by <i>Glen Eagle Advisors</i> to Registrant's Principal. The brokerage commissions charged by <i>Glen Eagle Advisors</i> may be higher or lower than those charged by other broker-dealers.</p> <p>Mr. Strout, the Registrant's principal, in his individual capacity, is a licensed insurance agent, and in such capacity is licensed to offer insurance products on a separate commission basis.</p> <p>However, a client is not is under any obligation whatsoever to purchase any securities or insurance commission products form the Registrant's principal.</p> <p>Mr. Strout currently devotes approximately _____ percent (____%) of his time to securities and life insurance commission business.</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 12A & 12 B	<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><u>Proxy Voting Policy.</u> The Registrant does not vote proxies. 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</p>

	communications relating to the client's investment assets.
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>Glen Eagle Advisors</i>, 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> <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><u>The Registrant's Chief Compliance Officer, D. Wayne Strout, 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></p>