

**Schedule F of
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant:

Mestmaker & Petrey Wealth Advisors

SEC File Number:

801-

Date:

03/03/2009

(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: Mestmaker & Petrey Wealth Advisors		IRS Empl. Ident. No.:
Item of Form (identify)	Answer	

Item 1D

ADVISORY SERVICES AND FEES

MPWA, Inc. dba Mestmaker & Petrey Wealth Advisors (hereinafter "MPWA", "MPWA" or the "Firm") is a California corporation which is registered with the State of California. MPWA offers investment advisory services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations and other organizations. This Schedule F narrative provides clients with information regarding MPWA and the qualifications, business practices, and nature of advisory services that should be considered before becoming an advisory client of the Firm.

Please contact Daniel Petrey, Chief Compliance Officer, if you have any questions about this Schedule F narrative. Additional information about MPWA is available on the Internet at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. The CRD number for MPWA is 148484.

Individuals associated with MPWA will provide its investment advisory services. These individuals are appropriately licensed, qualified, and authorized to provide advisory services on behalf of the Firm. Such individuals are known as Investment MPWA Representatives (IARs).

Financial Planning/Financial Consulting

MPWA will typically provide a variety of financial planning services, pursuant to a written agreement, to individuals, families and other clients regarding the management of their financial resources based upon an analysis of client's current situation, goals, and objectives. Generally, such financial planning services will involve preparing a financial plan or rendering a financial consultation for clients based on the client's financial goals and objectives. This planning or consulting may encompass one or more of the following areas: investment planning, retirement planning, estate planning, charitable planning, education planning, and business planning.

The plan developed for or financial consultation rendered to the client will usually include general recommendations for a course of activity or specific actions to be taken by the clients. For example, recommendations may be made that the clients begin or revise investment programs, create or revise wills or trusts, obtain or revise insurance coverage, commence or alter retirement savings, or establish education or charitable giving programs. MPWA may also refer clients to an accountant, attorney or other specialist. For planning engagements, MPWA will provide a written summary of Client's financial situation, observations, and recommendations. For consulting engagements, MPWA may not provide a written summary. Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

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

Copyright © 2008 The Law Offices of Patrick J. Burns, Jr. P.C. All Rights Reserved.

**Schedule F of
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant:

Mestmaker & Petrey Wealth Advisors

SEC File Number:

801-

Date:

03/03/2009

(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:

Mestmaker & Petrey Wealth Advisors

IRS Empl. Ident. No.:

Item of Form
(identify)

Answer

Item 1D
(Continued)

MPWA offers financial planning services on an hourly basis for \$250 per hour, which may be negotiable depending on the nature and complexity of each client's circumstances. An estimate for total hours will be determined at the start of the advisory relationship.

MPWA's fee is exclusive of, and in addition to brokerage commissions, transaction fees, and other related costs and expenses which shall be incurred by the client. However, the MPWA shall not receive any portion of these commissions, fees, and costs. The hourly fees are determined after considering many factors, such as the level and scope of the services.

MPWA may also charge a negotiable fixed fee ranging from \$1,500 to \$10,000 for a financial plan, the total of which is dependent upon the level and scope of these services. One half of the total estimated fixed and hourly fees are due and payable at the time the client's agreement is executed, the remainder of the fees are due upon presentation of a plan or the rendering of consulting services. Financial plans will be presented to the clients within 6 months of the contract date, provided that all information needed to prepare the financial plan has been promptly provided by the clients.

As stated previously, MPWA's hourly rate is \$250 per hour. In the event that a client should cancel the financial planning agreement under which any plan is being created, the client shall be billed for actual hours logged on the planning project times the agreed upon hourly rate. Any surplus in the MPWA's possession as the result of collecting a deposit at the time of signing the financial planning agreement will be returned to the client within 5 business days of cancellation.

As part of the financial planning/financial counseling process, MPWA will set up an Ambassador Account at Raymond James Financial Services, Inc. In some cases, non-managed (additional) accounts may be established by clients at Raymond James. By utilizing Ambassador Accounts, MPWA is able to provide discretionary portfolio management services where the investment advice provided is custom-tailored to meet the individualized needs and investment objectives of the client. Such functions include the determination of securities to be purchased/sold and the amount of securities to be purchased/sold. Once the portfolio is constructed, MPWA may monitor the portfolio as changes in market conditions and client circumstances may require. Clients using MPWA's asset management services are charged an annual advisory fee as a percentage of assets under management.

Pursuant to California Code of Regulations, 10 CCR Section 260.238(k), OSF discloses that it may utilize various firms for the execution of securities transactions and to custody assets. In certain cases, Advisor may recommend that clients execute transactions through unaffiliated broker-dealers further described in Item 12(B) of Schedule F. Advisor does not earn any commissions from unaffiliated broker-dealers. In any event, Client is under no obligation to act upon Advisor's recommendations

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

Copyright © 2008 The Law Offices of Patrick J. Burns, Jr. P.C. All Rights Reserved.

**Schedule F of
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant:

Mestmaker & Petrey Wealth Advisors

SEC File Number:

801-

Date:

03/03/2009

(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:

Mestmaker & Petrey Wealth Advisors

IRS Empl. Ident. No.:

Item of Form
(identify)

Answer

Item 1D
(Continued)

and if the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through Advisor, or any of the unaffiliated broker-dealers listed in Item 12(B) of Schedule F.

Ambassador Accounts are held at Raymond James Financial Services, Inc., member FINRA/SIPC ("RJFS") for custody of customer assets and execution of customer transactions. Raymond James & Associates, Inc., member NYSE/SIPC ("RJA") acts as the clearing agent in the execution of securities transactions placed through RJFS. MPWA, subject to its best execution obligations, may trade outside of RJFS. In the selection of broker-dealers, MPWA may consider all relevant factors, including the commission rate, the value of research provided, execution capability, speed, efficiency, confidentiality, familiarity with potential purchasers and sellers, financial responsibility, responsiveness and other relevant factors. Trades in Ambassador Accounts may not be executed as principal by RJA, which may affect the quality of trade executions received by clients in securities in which RJA is quoting the best available bid or offer.

MPWA has retained and will compensate RJFS and or RJA to provide various administrative services which include determining the fair market value of assets held in the account at least quarterly and producing a brokerage statement and performance reporting for client detailing account assets, account transactions, receipt and disbursement of funds, interest and dividends received and account gain or loss by security as well as for the total account. MPWA receives research, trade execution, custody and performance reporting benefits from RJFS in connection with Ambassador Accounts which MPWA otherwise might have to purchase separately. MPWA may have a financial incentive to recommend a fee-based program rather than recommending that the client pay for brokerage, custody, performance reporting and other services separately. This incentive extends to the various share classes of mutual funds available and the fees assessed by the funds. Since the Ambassador account restricts the purchase of funds with a sales load, clients should carefully consider whether a particular fund's purchase would result in a lower aggregate cost if utilizing an alternative share class in a commission-based account if available.

MPWA's Asset-Based Fees:

Flat Fee schedule billed quarterly in advance

<u>Account Value</u>	<u>Quarterly Fee Rate</u>	<u>Annualized Total</u>
\$0-\$500,000	.375%	1.50%
\$500,001-\$1,000,000	.3125%	1.25%
\$1,000,001-\$5,000,000	.25%	1.00%
\$5,000,001-\$10,000,000	.20%	.80%
\$10,000,001-\$25,000,000	.1875%	.75%
\$25,000,001-\$50,000,000	.1625%	.65%
\$50,000,001+	.125%	.50%

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

Copyright © 2008 The Law Offices of Patrick J. Burns, Jr. P.C. All Rights Reserved.

**Schedule F of
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant:

Mestmaker & Petrey Wealth Advisors

SEC File Number:

801-

Date:

03/03/2009

(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: Mestmaker & Petrey Wealth Advisors		IRS Empl. Ident. No.:
Item of Form (identify)	Answer	

Item 1D (Continued)	<p><i>Ambassador Accounts Asset Based Fee</i></p> <p>Raymond James Financial Services ("RJFS") offers a fee-based pricing model for its Ambassador accounts. Instead of charging Client accounts for custodial services per transaction, the asset-based fee ("admin fee") is charged as a percentage of assets in the account. Client accounts may be charged according to the following criteria, based on the Clients assets under management with MPWA:</p> <p>For all assets, the RJFS administrative fee is .25% annually.</p> <p>This fee is a blended schedule with a maximum of 75 trades per year included. Householding is used to determine asset size for pricing purposes. Trades in excess of 75 will incur transaction charges. The trade counter runs on an October – September year. Any mutual fund trails are credited to the client, offsetting the administrative fee charged by RJFS.</p> <p>Ambassador Accounts are set up to have fees deducted from funds within the account, so clients should plan for this when investing the assets. Fees cannot be paid directly from annuity contract assets, and the account must maintain a cash balance from which fees relating to annuity assets can be paid. Fees are deducted quarterly in advance. The initial fee will be the prorated amount due for the initial calendar quarter from the inception of the account. The initial quarterly fee will be calculated based on the total value of the account at inception. Subsequent quarterly fees will be based calculated upon the market value of the account on the last business day of the previous calendar quarter. Any fees pursuant to Rule 12b-1 under the Investment Company Act of 1940 or similar State statutes, or administrative or servicing fees, received by RJFS with respect to securities held in a client's Ambassador Account will be credited to those accounts quarterly against account fees payable from that account. Such fees are included in the calculation of operating expenses of a mutual fund and are disclosed in the fund prospectus. Client may also incur charges for other account services provided by RJFS, through RJA, not directly related to the execution and clearing of transactions including, but not limited to, IRA custodial fees, safekeeping fees, interest charges on margin loans, and fees for transfers of securities.</p> <p>Certain securities are not permitted in Ambassador Accounts, including private placements, load variable annuities and life insurance, limited partnerships (except for exchange-traded master limited partnerships and approved alternative investments), and jumbo certificates of deposit. Additional B, C, and D shares of mutual funds cannot be purchased in Ambassador Accounts. Certain assets, including prospectus offerings purchased in the last twelve months and brokered CDs, will not be included in the value of the account for billing purposes. Certain other assets, such as A shares of mutual funds purchased within the last two years at RJFS, B, C, and D shares of mutual funds, all mutual funds that are not Ambassador eligible, non-networked funds, non-master limited partnerships, and auction rate and municipal preferred securities, will be billed at a lower rate.</p>
------------------------	---

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

Copyright © 2008 The Law Offices of Patrick J. Burns, Jr. P.C. All Rights Reserved.

**Schedule F of
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant:

Mestmaker & Petrey Wealth Advisors

SEC File Number:

801-

Date:

03/03/2009

(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: Mestmaker & Petrey Wealth Advisors		IRS Empl. Ident. No.:
Item of Form (identify)	Answer	

Item 1D (Continued)	<p>Transaction fees for MPWA's accounts include all execution charges except (1) certain dealer mark-ups and odd-lot differentials, transfer taxes, exchange fees mandated by the Securities and Exchange Act of 1934 or similar State statutes and any other charges imposed by law with regard to transactions in the account, (2) offering concessions and related fees for purchases of money market mutual funds and other public offerings of securities as more fully disclosed in the prospectus; and (3) certain legal transfer fees. Client may also incur charges for other account services provided by RJFS, through RJA, not directly related to the execution and clearing of transactions including, but not limited to, IRA custodial fees, safekeeping fees, interest charges on margin loans, and fees for transfers of securities. In no event will RJFS be obligated to execute any transaction that would violate state or federal law or regulation of any self-regulatory organization of which RJFS is a member. Further, RJFS may designate certain investments that cannot be held in a Client's account.</p> <p>Except as otherwise provided, RJFS's responsibility is limited to executing transactions pursuant to the direction of MPWA. RJFS has not assisted in the selection of MPWA and the client has the sole and exclusive responsibility for the selection of MPWA. The client agrees that MPWA is solely responsible for the management of client's portfolio. Client has authorized MPWA as its agent and attorney-in-fact to buy and sell securities or other investments for the account, or engage other investment advisors, including those affiliated with RJFS, and that any engagement is solely at the direction of firm as MPWA deems appropriate. Except as otherwise provided, MPWA is authorized to act for client in the same manner and with the same force and effect as client might or could do with respect to transactions for the account, as well as with respect to all other things necessary or incidental to purchases or sales for the account, except that MPWA is not authorized to withdraw any money, securities or other property either in the name of the client or otherwise. MPWA has agreed to indemnify and hold harmless RJFS, RJA, and their officers, directors, associates, agents, employees, and affiliates from any losses, costs (including attorneys' fees), indebtedness, and liabilities arising from actions directed by client or MPWA. This indemnification agreement is a continuing one and shall remain in full force and effect until terminated in writing.</p> <p><i>Independent Clearing Account (Accounts handled on a transaction fee basis)</i></p> <p>The Independent Clearing Account ("ICA") is designed to allow investment advisors affiliated with RJFS to manage client assets, through a myriad of investment vehicles including, but not limited to, stocks, bonds, mutual funds - no-load/institutional/and funds at NAV, UIT's, options, alternative investments, and REIT's. RJFS does not charge MPWA an administrative fee. MPWA is able to purchase select mutual funds at no-transaction-fee (NTF). MPWA's commission schedule is:</p> <p>Equities: \$14.95/trade plus \$.01 per share over 1000 shares</p>
------------------------	--

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

Copyright © 2008 The Law Offices of Patrick J. Burns, Jr. P.C. All Rights Reserved.

**Schedule F of
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant:

Mestmaker & Petrey Wealth Advisors

SEC File Number:

801-

Date:

03/03/2009

(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: Mestmaker & Petrey Wealth Advisors		IRS Empl. Ident. No.:
Item of Form (identify)	Answer	

Item 1D (Continued)	<p>Options: \$19.95/trade plus \$1.00 per contract for all option trades</p> <p>Mutual Funds: \$14.95 transaction fee on both the purchase and the sell</p> <p>*Clients with 1 million or more (must use house holding), in firms with assets at RJFS greater than 50mm, and receiving electronic confirms and statements will receive equity trades priced at \$12.95 plus \$.01 per share over 1,000 shares</p> <p>*Select No load and funds at NAV are offered at no-transaction-fee on the purchase</p> <p>*Applies only to open-end mutual funds. For closed-end funds, refer to the Equities schedule</p> <p>Fixed Income: Traded at no transaction fee if done through RJFS BondDesk system or through RJFS trading desk</p> <p>Prime Brokerage: \$25.00 per trade</p> <p><i>Selection, Recommendation, Due Diligence, Performance Reporting Of Third Party Advisory Services</i></p> <p>In order to assist the client in the selection of a Third Party Advisory Service, MPWA will typically gather information from the clients about the client's financial situation, investment objectives, and reasonable restrictions the clients wants imposed on the management of the account. MPWA will not offer advice on any specific securities or other investments in connection with this service.</p> <p>MPWA will periodically review reports provided to the clients. The Investment Advisory Representatives of MPWA will contact the client periodically, as agreed to with the clients, in order to review the client's financial situation and objectives; communicate information to the Third Party Advisory Service managing the account as warranted; and, assist the clients in understanding and evaluating the services provided by the Third Party Advisory Service. Clients will be expected to notify MPWA of any changes in their financial situation, investment objectives, or account restrictions. Clients may also contact directly the Third Party Adviser managing the account or sponsoring the program.</p> <p>MPWA receives compensation pursuant to its agreements with these Third Party Advisory Programs for introducing Clients to these Third Party Advisory Programs and for certain ongoing services provided to Clients. This compensation, which is disclosed to the Client in a separate disclosure document provided by the Third Party Advisory Program, is typically equal to a percentage of the investment advisory fee charged by that Third Party Advisory Program or a fixed fee.</p> <p>Due to the fact that MPWA receives compensation from the Third Party Advisory Services for referring Clients and because such compensation may differ depending upon the individual agreement with each Third Party Advisory Service, MPWA may</p>
------------------------	---

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

Copyright © 2008 The Law Offices of Patrick J. Burns, Jr. P.C. All Rights Reserved.

**Schedule F of
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant:

Mestmaker & Petrey Wealth Advisors

SEC File Number:

801-

Date:

03/03/2009

(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: Mestmaker & Petrey Wealth Advisors		IRS Empl. Ident. No.:
Item of Form (identify)	Answer	

Item 1D (Continued)	<p>have an incentive to recommend one of these Third Party Advisory Services over others with which it has less favorable compensation arrangements or other advisory programs offered by Third Party Advisory Services with which it has no compensation arrangements.</p> <p>A complete description of the programs and services available through the Third Party Advisory Services will be provided to the Client upon receipt and review of the applicable Third Party Advisory Service's Form ADV Part II, Disclosure Brochures and/or equivalent brochures; investment advisory contracts; and account opening documents. Clients may sign an advisory agreement or solicitation disclosure statement with MPWA and will also sign an advisory agreement directly with the Third Party Advisory Service selected.</p> <p>MPWA makes every reasonable attempt to ensure that any investment advisers that the firm selects or recommends to clients are properly licensed or exempt from registration.</p> <p><u>Termination and Refunds</u></p> <p>Either party may terminate the agreement at any time by providing written notice to the other party. Full refunds will only be made in cases where cancellation occurs within five (5) business days of signing the MPWA's investment advisory agreement. After five (5) business days, clients will receive pro-rata refunds, which take into account work completed by the MPWA on behalf of the client. The client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the client. Refunds will be given on a pro-rata basis.</p>
Item 1D (Continued)	<p><u>ADDITIONAL INFORMATION CONCERNING FEES</u></p> <p>In certain circumstances, advisory fees and account minimums may be negotiable based upon prior relationships as well as related account holdings. The fees charged are calculated as described above and are not charged on the basis of a share of capital gains or capital appreciation of the funds or any portion of the funds of an advisory client.</p> <p>Pursuant to CCR Section 260.238(j), OSF hereby discloses that Clients may receive the same or comparable services from other Financial Advisors at a lower fee.</p> <p>Mutual fund fees and expenses are described in each fund's prospectus. Such fees will generally include a management fee, other fund expenses and a possible distribution fee. If the fund also imposes sales charges, a client may pay an initial or deferred sales charge.</p>

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

Copyright © 2008 The Law Offices of Patrick J. Burns, Jr. P.C. All Rights Reserved.

**Schedule F of
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant:

Mestmaker & Petrey Wealth Advisors

SEC File Number:

801-

Date:

03/03/2009

(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: Mestmaker & Petrey Wealth Advisors		IRS Empl. Ident. No.:
Item of Form (identify)	Answer	

Item 1D (Continued)	<p>A client could invest in a mutual fund directly, without the services of MPWA. In that case, the client would not receive the services provided by MPWA which are designed, among other things, to assist the client in determining which mutual fund or funds are most appropriate to the client's financial condition, goals, and objectives. Accordingly, the clients should review both the fees charged by the funds and the fees charged by MPWA to fully understand the total amount of fees to be paid by the clients and to thereby evaluate the advisory services being provided. Advisory recommendations are based on the client's financial situation at the time the services are provided and are based on financial information disclosed by the client to MPWA. Clients are advised that certain assumptions may be made with respect to interest and inflation rates and the use of past trends and performance of the market and economy. Past performance is in no way an indication of future performance. As the client's financial situation, goals, objectives, or needs change, the client must notify MPWA promptly.</p> <p>MPWA shall never have custody of any client funds or securities, as the services of a qualified and independent custodian will be used for these asset management services.</p> <p>The fees charged are calculated as described above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds, or any portion of the funds of an advisory client (15 U.S.C. §80b-5(a)(1)).</p> <p>Advice offered by MPWA may involve investments in stocks, ETF's, hedge funds, private equities, managed futures, and some mutual funds. Clients are hereby advised that all fees paid to MPWA for investment advisory services are separate and distinct from the fees and expenses charged by stocks, ETF's, hedge funds, private equities, managed futures, and some mutual funds (described in each fund's prospectus) to their shareholders. These fees may include, but are not limited to, a management fee, upfront sales charges, and other fund expenses. Further, there may be transaction charges involved with purchasing or selling of securities. MPWA does not share in any portion of the brokerage fees/transaction charges imposed by the custodian holding the client funds or securities. The client should review all fees charged by money market funds, MPWA, and others to fully understand the total amount of fees to be paid by the client.</p> <p>Upon client's written authorization, fees will be automatically deducted from the account. Clients will be provided with a quarterly statement reflecting deduction of the advisory fee.</p>
Item 5	<p><u>EDUCATION AND BUSINESS STANDARDS</u></p> <p>All individuals that render investment advisory services on behalf of the Registrant must have earned a college degree and/or have substantive investment-related</p>

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

Copyright © 2008 The Law Offices of Patrick J. Burns, Jr. P.C. All Rights Reserved.

**Schedule F of
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant:

Mestmaker & Petrey Wealth Advisors

SEC File Number:

801-

Date:

03/03/2009

(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: Mestmaker & Petrey Wealth Advisors		IRS Empl. Ident. No.:
Item of Form (identify)	Answer	

Item 5 (Continued)	experience. In addition, all such individuals shall have attained all required investment-related licenses and/or designations.
Item 6	<p><u>EDUCATIONAL AND BUSINESS BACKGROUND</u></p> <p><u>Jeffrey K. Mestmaker</u> YOB: 1982 Full Education Background: 2005 - Loyola Marymount University, Los Angeles, CA – B.A. in Economics Licensing: Series 7 & 66, 10/2005 & 11/2005 Business Background for the last 5 years: 01/2009 to Present – Mestmaker & Petrey Wealth Advisors, Bakersfield, CA – President 07/2005 to 01/2009 – Morgan Stanley, Bakersfield, CA – Financial Advisor 04/2004 to 05/2005 – Creative Events, Woodland Hills, CA – Supervisor 08/2003 to 05/2005 - Loyola Marymount University, Los Angeles, CA – Student</p> <p><u>Daniel P. Petrey</u> YOB: 1965 Full Education Background: 2000 – California State University Bakersfield – M.B.A. 1988 - California State University Bakersfield – B.S. in Physical Education Licensing: Series 7 & 66, 07/2003 & 08/2003 Business Background for the last 5 years: 01/2009 to Present – Mestmaker & Petrey Wealth Advisors, Bakersfield, CA – Chief Compliance Officer 05/2003 to 01/2009 – Morgan Stanley, Bakersfield, CA – Financial Advisor</p>
Items 7A & 7B	<p><u>OTHER BUSINESS ACTIVITIES</u></p> <p>Messrs. Mestmaker and Petrey are also licensed insurance agents/brokers with various insurance companies/agencies. They may receive the normal commissions for non-variable insurance sales in their separate role(s) as a registered representatives or insurance agents/brokers.</p>
Item 9E and Miscellaneous	<p><u>PARTICIPATION OR INTEREST IN CLIENTS' TRANSACTIONS</u></p> <p>MPWA's Investment MPWA Representatives buy or sell for itself securities that it also recommends to clients.</p> <p><i>Code of Ethics</i> MPWA and/or its representatives may buy or sell for their personal account(s) investment products identical to those recommended to clients. It is the expressed</p>

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

Copyright © 2008 The Law Offices of Patrick J. Burns, Jr. P.C. All Rights Reserved.

**Schedule F of
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant:

Mestmaker & Petrey Wealth Advisors

SEC File Number:

801-

Date:

03/03/2009

(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: Mestmaker & Petrey Wealth Advisors		IRS Empl. Ident. No.:
Item of Form (identify)	Answer	

Miscellaneous (Continued)	<p>policy of MPWA that neither MPWA, nor its representatives may purchase or sell any individual stock or bond prior to a transaction(s) being implemented for an advisory account. This policy is meant to prevent MPWA and/or its representatives from benefiting as a result of transactions placed on behalf of advisory accounts. MPWA has established the following restrictions in order to ensure its fiduciary responsibilities to clients are met:</p> <p>1) MPWA's representatives shall not buy or sell securities for their personal portfolio(s) where their decision is substantially derived, in whole or in part, by their role as an Investment Advisory Representative of MPWA, unless the information is also available to the investing public on reasonable inquiry. In no case, shall MPWA's representatives prefer their own interest to that of their advisory clients^(1,2).</p> <p>2) MPWA emphasizes the unrestricted right of its clients to decline to implement any advice rendered.</p> <p>3) MPWA recognizes it must act in accordance with all applicable Federal and State regulations governing registered investment advisory practices.</p> <p>Footnotes</p> <p>(1) This investment policy has been established recognizing that some securities being considered for purchase and sale on behalf of MPWA's clients trade in sufficiently broad markets to permit transactions by clients to be completed without an appreciable impact on the markets of the securities. Under certain circumstances, exceptions may be made to the policies stated above. Records of these trades, including the reasons for the exceptions, will be maintained with MPWA's records in the manner set forth above.</p> <p>(2) Open-end mutual funds and/or the investment sub-accounts which may comprise a variable insurance product are purchased or redeemed at a fixed net asset value price per share specific to the date of purchase or redemption. As such, transactions in mutual funds and/or variable insurance products by MPWA are not likely to have an impact on the prices of the fund shares in which clients invest, and are therefore not prohibited by MPWA's Investment policies and procedures.</p> <p>A complete copy of MPWA's Code of Ethics is available upon request.</p> <p><i>Insider Trading</i></p> <p>In accordance with Section 204A of the Investment Advisers Act of 1940, MPWA also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by MPWA.</p>
Item 12A	<p><u>INVESTMENT OR BROKERAGE DISCRETION</u></p> <p>MPWA generally utilizes discretion. MPWA may have the authority to determine, without obtaining specific Client consent, the securities to be bought or sold and amount of the securities to be bought or sold.</p>

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

Copyright © 2008 The Law Offices of Patrick J. Burns, Jr. P.C. All Rights Reserved.

**Schedule F of
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant:

Mestmaker & Petrey Wealth Advisors

SEC File Number:

801-

Date:

03/03/2009

(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:

Mestmaker & Petrey Wealth Advisors

IRS Empl. Ident. No.:

Item of Form
(identify)

Answer

Item 12B

SUGGESTION OF BROKERS

MPWA may recommend clients establish brokerage accounts with Raymond James Financial Services, Inc. (RJFS), a FINRA/SIPC member. RJFS provides MPWA with access to its institutional trading and operations services, which typically are not available to RJFS retail customers. These services are generally available, without cost, to financial advisory firms who maintain a minimum threshold of client assets with RJFS.

MPWA utilizes RJFS for custody of customer assets and execution of customer transactions. RJA, a corporate affiliate of RJFS and member of the New York Stock Exchange and the Securities Investor Protection Corporation, acts as the clearing agent in the execution of securities transactions placed through RJFS. MPWA, subject to its best execution obligations, may trade outside of RJFS. In the selection of broker-dealers, MPWA may consider all relevant factors, including the commission rate, the value of research provided, execution capability, speed, efficiency, confidentiality, familiarity with potential purchasers and sellers, financial responsibility, responsiveness, and other relevant factors. MPWA has retained and will compensate RJFS and or RJA to provide various administrative services which include determining the fair market value of assets held in the account at least quarterly and producing a brokerage statement and performance reporting for client detailing account assets, account transactions, receipt and disbursement of funds, interest and dividends received, and account gain or loss by security as well as for the total account.

Item 13A

ADDITIONAL COMPENSATION

Services provided by RJFS to financial advisory firms include research (including mutual fund research, third-party research, and Raymond James & Associates, Inc.'s (RJA) proprietary research), brokerage, custody, and access to mutual funds and other investments that are available only to institutional investors or would require a significantly higher minimum initial investment. In addition, RJFS makes available software and other technologies that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution, provide research, pricing information, quotation services, and other market data, assist with contact management, facilitate payment of fees to MPWA from client accounts, assist with performance reporting, facilitate trade allocation, and assist with back-office support, record-keeping, and client reporting. RJFS also provides access to financial planning software, practice management consulting support, best execution assistance, consolidated statements assistance, educational and industry conferences, marketing and educational materials, technological and information technology support, and RJFS corporate discounts. Many of these services may be used to service all or a substantial number of RWIs' accounts, including accounts not maintained at RJFS.

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

Copyright © 2008 The Law Offices of Patrick J. Burns, Jr. P.C. All Rights Reserved.

**Schedule F of
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant:

Mestmaker & Petrey Wealth Advisors

SEC File Number:

801-

Date:

03/03/2009

(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: Mestmaker & Petrey Wealth Advisors		IRS Empl. Ident. No.:
Item of Form (identify)	Answer	

Item 13A (Continued)	<p>RJFS may provide financial assistance to MPWA by establishing forgivable and repayable loan programs. Loan amounts are normally intended to assist MPWA with start-up costs, including rent, overhead expenses, computers, monies owed to third parties, and similar costs. Under the RJFS forgivable loan program, such loans normally become forgivable when a minimum of eighty percent (80%) of a pre-negotiated amount of MPWA's clients establish and continuously maintain accounts with RJFS (or its affiliates as agreed between RJFS and MPWA) for three years. The terms of the RJFS forgivable loan program are negotiable. The terms of the RJFS repayable loan program are normally competitive with interest rates offered within the securities industry, including margin loan interest rates. RJFS repayable loans normally range from one (1) to three (3) years. However, the terms of the RJFS repayable loan program are negotiable. Clearing and custodial arrangements with RJFS, RJA, or any other RJFS affiliates as described herein do not and will not in any way affect, or relate or pertain to, the RJFS forgivable or repayable loan programs.</p> <p>RJFS may also provide MPWA with other services intended to help MPWA manage and further develop its business enterprise, including assistance in the following areas: consulting, publications and presentations, information technology, business succession, and marketing. In addition, RJFS may make available or arrange and/or pay for these types of services provided by independent third parties, including regulatory compliance.</p> <p>RJFS is recognized as a full-service registered broker-dealer and registered investment adviser. MPWA has no <u>formal</u> relationship with RJFS for client referrals and receives no compensation from RJFS (other than the services and arrangements described herein) for accounts opened by firm clients. On an informal basis, RJFS occasionally may make referrals to MPWA as a courtesy or accommodation. Nothing of value, monetary or otherwise, is given, paid, or received in exchange for such referrals.</p> <p>MPWA (through its representatives) has received from RJFS a one-time \$9,000 forgivable loan based on the amount of assets it is anticipated that MPWA will custody with RJFS during MPWA's first year of business with MPWA. It is estimated that \$55 million in assets will be custodied by MPWA at RJFS within one-year. In addition, RJFS will reimburse MPWA's client's ACAT transfer fees charged by their current broker-dealer subject to a cap of \$20,000 across all of MPWA's accounts. RJFS will provide up to \$13,500 in additional assistance to MPWA for marketing and other expenses. Finally, RJFS may arrange a repayable loan up to \$50,000 at the current margin rate, the terms of which will be agreed to separately in a loan document.</p> <p>The aforementioned forgivable loan may be used to purchase computer hardware and software which RJFS can obtain on MPWA's behalf at extensive discounts. Additionally, the loan may be used as soft dollar support to offset market information</p>
-------------------------	--

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

Copyright © 2008 The Law Offices of Patrick J. Burns, Jr. P.C. All Rights Reserved.

**Schedule F of
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant:

Mestmaker & Petrey Wealth Advisors

SEC File Number:

801-

Date:

03/03/2009

(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:

Mestmaker & Petrey Wealth Advisors

IRS Empl. Ident. No.:

Item of Form
(identify)

Answer

Item 13A
(Continued)

Miscellaneous

systems such as Reuters, S & P, etc., at whatever level MPWA decides it needs these systems and their offerings.

Privacy Statement

MPWA is committed to safeguarding the confidential information of its clients and holds all personal information provided to it in the strictest confidence. These records include all personal information that the MPWA collects from its clients or receives from other firms in connection with any of the financial services they provide. MPWA also requires other firms with whom they deal to restrict the use of client's information. MPWA's Privacy Policy is available upon Client's engagement of MPWA's services or by prior request of the Client.

Proxy Voting

MPWA does not vote proxies

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

Copyright © 2008 The Law Offices of Patrick J. Burns, Jr. P.C. All Rights Reserved.