

**Schedule F of
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant:	SEC File Number:	Date:
LOCKWELL INVESTMENTS, LLC	801- 70376	11/2010

(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: LOCKWELL INVESTMENTS, LLC		IRS Empl. Ident. No.: 26-4720401								
Item of Form (identify)	Answer									
Items 1D and 10	<p>The Registrant provides its clients (individuals, trusts, estates and charitable organizations, etc.) with discretionary and non-discretionary investment advisory and consulting services. The Registrant does not hold itself out as providing financial planning, estate planning, or insurance planning services. To the extent specifically requested by a client, the Registrant <i>may</i> provide limited consultation services to its investment management clients on investment and non-investment related matters that are generally ancillary to the investment management process. Any such consultation services, to the extent rendered, shall be rendered exclusively on an unsolicited basis, for which the Registrant shall usually not receive any separate or additional fee.</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 is negotiable but shall generally be based upon a percentage (%) of the market value of the assets placed under the Registrant's management (between 0.50% and 1.00%), as set forth below:</p> <table border="0"> <thead> <tr> <th><u>PORTFOLIO VALUE</u></th> <th><u>ANNUAL FEE</u></th> </tr> </thead> <tbody> <tr> <td>Up to \$ 10,000,000</td> <td>1.00 %</td> </tr> <tr> <td>Next \$ 15,000,000</td> <td>0.60 %</td> </tr> <tr> <td>Above \$ 25,000,000</td> <td>0.50 %</td> </tr> </tbody> </table> <p>Registrant's annual investment advisory fee shall be prorated and paid quarterly, in arrears, based upon the market value of the assets on the last business day of the previous quarter. The Registrant generally requires \$1,000,000 aggregate asset minimum for investment advisory services. The Registrant, in its sole discretion, may waive its minimum and/or charge a lesser investment management fee based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.). <i>See also Fixed Fee Investment Advisory Services</i> below.</p> <p>Currently, the Registrant intends to allocate client investment assets primarily on a discretionary basis among various types of investment, including individual equity and/or fixed income securities, options and other derivative securities (<i>See</i> additional disclosure below), and exchange traded funds 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 (exclusive of those clients that may direct the Registrant to use a specific broker-dealer/custodian), Registrant generally recommends that investment management accounts be maintained at Fidelity Brokerage Services, Inc. ("<i>Fidelity</i>"). Prior to engaging Registrant to provide investment management services, the client will be required to enter into a formal <i>Investment Advisory Agreement</i> with Registrant setting forth the terms and conditions under which Registrant shall manage the client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.</p> <p>As discussed above, unless the client directs otherwise or an individual client's circumstances require, the Registrant shall generally recommend that <i>Fidelity</i> serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as <i>Fidelity</i> charge brokerage commissions and/or transaction fees for effecting certain securities transactions (i.e. transaction fees are charged for certain no-load mutual funds, commissions are charged for individual equity and fixed income securities transactions. When beneficial to the client, individual</p>		<u>PORTFOLIO VALUE</u>	<u>ANNUAL FEE</u>	Up to \$ 10,000,000	1.00 %	Next \$ 15,000,000	0.60 %	Above \$ 25,000,000	0.50 %
<u>PORTFOLIO VALUE</u>	<u>ANNUAL FEE</u>									
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Above \$ 25,000,000	0.50 %									

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

debt or equity transactions may be effected through broker-dealers with whom Registrant or the client have entered into arrangements for prime brokerage clearing services (in which event, the client shall incur both the transaction fee charged by the executing broker-dealer and a “tradeaway” fee charged by *Fidelity*). 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).

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 *Fidelity* (or any other broker-dealer/custodian to clients) include historical relationship with the Registrant, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by Registrant's clients shall comply with the Registrant's duty to obtain best execution, a client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where the Registrant determines, in good faith, that the commission/transaction fee is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer’s services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Registrant will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, Registrant's investment management fee. 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.

MISCELLANEOUS

Please Note: Investment Risk. Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by the Registrant) will be profitable or equal any specific performance level(s).

Non-Investment Consulting/Implementation Services. The Registrant does not hold itself out as providing financial planning, estate planning, or insurance planning services. If requested by the client, the Registrant may provide limited advice regarding non-investment related matters. The Registrant is not an attorney, accountant or insurance agent, and no portion of the Registrant’s services should be construed as same. To the extent requested by a client, the Registrant may recommend the services of other professionals for certain non-investment implementation purposes (i.e. attorneys, accountants, insurance, etc.). 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.

Performance Based Fees-The Registrant may provide investment advisory services on a *Performance Fee* basis in accordance with Rule 205-3 of the Investment Advisers Act of 1940. Rule 205-3 permits a registered investment adviser to enter into an agreement with certain sophisticated clients who have the capacity to bear the potential additional risks of such a fee arrangement. An adviser can rely on Rule 205-3 only if the performance fee agreement is with

"eligible" clients. Eligible clients are defined in the Rule as natural persons and companies that have *either* at least \$750,000.00 under management with the Registrant immediately after entering into a performance fee agreement *or* a net worth at the time the agreement is entered into in excess of \$1.5 Million (i.e. a natural person's net worth may include assets held jointly with a spouse). The terms and conditions of the performance fee arrangement shall be set forth in an *Addendum* to the *Investment Advisory Agreement*. In the *Addendum*, the client will be required to represent and/or warrant that he/she/it: (1) is an "eligible" client as defined immediately above; (2) understands that Registrant is relying upon such representation for compliance with Rule 205-3; and (3) that the *Performance Fee* may be an incentive for the Registrant to make investments that are riskier or more speculative than would be the case absent a *Performance Fee*.

As disclosed above, the Registrant's investment management fee shall be payable quarterly, in arrears, and deducted directly from the client's account. In the event that the account's year-ending value exceeds an agreed upon benchmark, the Registrant's annual fee shall increase by 15% to 1.15% (i.e., a 15% performance fee). In the event that the account year-ending value (or such lesser period as discussed below) is below an agreed upon benchmark, the Registrant's annual fee shall decrease by 15% to 0.85%, which amount shall be credited against the following quarter's investment management fee. Should a client who has engaged the Registrant on a performance fee basis terminate the relationship during the fiscal year, the client's annual fee shall be treated as being fixed at 1.00% and the client shall be responsible for the balance, if any, of any fee due for services rendered by the Registrant but not previously invoiced to the client.

Fixed Fee Investment Advisory Services. The Registrant may also provide non-discretionary investment consulting services to institutional, foundation and public pension plan clients on a fixed fee basis based upon **various objective and subjective factors**, including, scope of the advisory service to be provided, the complexity of the engagement, types of investments. The terms and conditions of any such engagements shall be set forth in an *Investment Consulting Agreement* between the Registrant and the Client. Generally, the fixed fee shall be billed quarterly in arrears.

Please Note: Registrant's affected fixed fee clients could pay diverse fees based upon these subjective factors, which services could be available from other advisers at lower fees.

Please Note: Options Transactions. Although the intent of the options-related transactions that may be implemented by the Registrant is to produce current income and and/or to hedge against principal risk, certain of the options-related strategies (i.e. straddles, short positions, etc), may, in and of themselves, produce principal volatility and/or risk. Thus, a client must be willing to accept these enhanced volatility and principal risks associated with such strategies. In light of these enhanced risks, client may direct the Registrant, in writing, not to employ any or all such strategies for his/her/their/its accounts.

Please Note: Inverse/Enhanced Market Strategies. Registrant may also utilize leveraged long and short mutual funds and/or exchange traded funds that are designed to perform in either an: (1) inverse relationship to certain market indices (at a rate of 1 or more times the inverse [opposite] result of the corresponding index) as an investment strategy and/or for the purpose of hedging against downside market risk; and (2) enhanced relationship to certain market indices (at a rate of 1 or more times the actual result of the corresponding index) as an investment strategy and/or for the purpose of increasing gains in an advancing market. In light of these enhanced risks/rewards, a client may direct Registrant, in writing, not to employ any or all such strategies for his/her/their/its accounts. **However**, there can be **no assurance** that any such strategy will prove profitable or successful.

Client Obligations. 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

	<p>previous recommendations and/or services.</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>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>Investment Advisory Agreement</i> shall have five business days subsequent to executing the agreement to terminate the Registrant's services without penalty.</p>
Item 3L	<p>If the Registrant provides investment advice relative to private investment funds, the following disclosure is applicable:</p> <p><u>Please Note:</u> Private investment funds generally involve various risk factors and liquidity constraints, a complete discussion of which is set forth in each fund's offering documents, which will be provided to each client for review and consideration. Each prospective client investor will be required to complete a Subscription Agreement, pursuant to which the client shall establish that he/she is qualified for investment in the fund, and acknowledges and accepts the various risk factors that are associated with such an investment.</p>
Item 5	<p>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.</p>
Item 6	<p><u>Heidi Blalock, CFA</u> Birthdate: July 7, 1971 Education: BA Economics, Duke University, 1993 MBA Finance & International Business, Northwestern University, 1999 Employment History: July 2009-present -- Chief Compliance Officer, Lockwell Investments, LLC April 2001-March 2005 – Principal, Mercer Investment Consulting, Inc. April 2005 – June 2009 – Homemaker</p> <p><u>Brad Blalock, CFA</u> Birthdate: August 14, 1967 Education: BS Actuarial Science, University of Illinois, 1989 MBA Finance Northwestern University 1994 Employment History: August 2010-- present -- Principal, Lockwell Investments, LLC April, 2007 – August, 2010 – Executive Director, Morgan Stanley Investment Management June, 1989 –April, 2007 –Principal, Mercer Investment Consulting, Inc.</p> <p><u>Grant Birdwell</u> Birthdate: January 5, 1978 Education: BS Finance, Texas A&M, 2000 Employment History: July 2009-present -- Member, Lockwell Investments, LLC January 2004 – November 2007 - Vice President, Morgan Stanley, Inc. December 2007- June 2009 – Vice President, Morgan Stanley Investment Management, Inc.</p> <p><u>Andrew Storm, CFA</u> Birthdate: December 8, 1983 Education: BA Math, Economics Vanderbilt University 2006 Employment History: August 2010-- present -- Principal, Lockwell Investments, LLC June, 2010 – August, 2010 –Research Analyst, INVESCO October, 2009 –June, 2010 – Research Analyst, Morgan Stanley Investment Management June, 2006 –October, 2009 –Credit Analyst, Lord, Abbett and Co.</p>

	<p><u>Matthew Potter, CFA</u> Birthdate: October 25, 1966 Education: BA Psychology, Haverford College 1988 MA Psychology, University of Pennsylvania 1990 Employment History: August 2010-- present -- Principal, Lockwell Investments, LLC June, 2010 – August, 2010 –Portfolio Specialist, INVESCO November, 1996 – June, 2010 – Portfolio Specialist, Morgan Stanley Investment Management March, 1994 – November, 1996 -- Performance Analyst, Janney Montgomery Scott May, 1990 – March, 1994 – Project Director, Arbor, Inc.</p> <p><u>Richard Glass, CFA</u> Birthdate: December 13, 1968 Education: BS Economics, University of Pennsylvania, 1991 Employment History: August 2010-- present -- Principal, Lockwell Investments, LLC June, 2010 – August, 2010 – Portfolio Manager, INVESCO November, 1999 – June, 2010, Portfolio Manager, Morgan Stanley Investment Management June, 1996 – November, 1999, Senior Analyst, Neuberger Berman July, 1991 – June, 1996, Research Analyst, Wood, Struthers and Winthrop</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><u>Investment Policy</u></p> <p>No employee of Registrant may effect for himself or herself or for his or her immediate family (i.e. spouse, minor children) (collectively "Covered Persons") any transactions in a security which is being actively purchased or sold, or is being considered for purchase or sale, on behalf of any of Registrant's clients, unless in accordance with the following Firm Procedures.</p> <p><u>Firm Procedures</u></p> <p>In order to implement Registrant's Investment Policy, the following procedures have been put into place with respect to Registrant and its Covered Persons:</p> <ol style="list-style-type: none"> (1) If Registrant is purchasing or considering for purchase any security on behalf of Registrant's client, no Covered Persons may transact in that security prior to the client purchase having been completed by Registrant, or until a decision has been made not to purchase the security on behalf of the client; and (2) If Registrant is selling or considering the sale of any security on behalf of Registrant's client, no Covered Persons may transact in that security prior to the sale on behalf of the client having been completed by Registrant, or until a decision has been made not to sell the security on behalf of the client. <p><u>Exceptions</u></p> <ol style="list-style-type: none"> (1) This investment policy has been established recognizing that some securities being considered for purchase and sale on behalf of Registrant's clients trade in sufficiently broad markets to permit transactions to be completed without any 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 Registrant's records in the manner set forth above. (2) Open-end mutual funds and/or the investment subdivisions which may comprise a variable insurance product are purchased or redeemed at a fixed net asset value price per

	<p>share specific to the date of purchase or redemption. As such, transactions in mutual funds and/or variable insurance products by Covered Persons are not likely to have an impact on the prices of the fund shares in which clients invest, and are therefore not prohibited by Registrant's Investment Policy and Procedures.</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 12B	<p>Please see the previous responses set forth on this Schedule F to Item 1D. In addition, to the extent applicable to the transactions to be effected, Registrant's general policies relative to the execution of client securities brokerage transactions are as follows:</p> <p><u>Execution of Brokerage Transactions (when applicable).</u> If requested, Registrant will arrange for the execution of securities brokerage transactions for the account through broker-dealers that Registrant reasonably believes will provide "best execution". In seeking "best execution", the determinative factor is not the lowest possible commission cost but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services including execution capability, commission rates, and responsiveness. Accordingly, although Registrant will seek competitive commission rates, it may not necessarily obtain the lowest possible commission rates for account transactions.</p> <p>Registrant may (but is not obligated to) combine or "batch" client orders to obtain "best execution", to negotiate more favorable commission rates or to allocate equitably among Registrant's clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among Registrant's clients in proportion to the purchase and sale orders placed for each client account on any given day.</p> <p>The client may direct Registrant to use a particular broker-dealer (subject to Registrant's right to decline and/or terminate the engagement) to execute some or all transactions for the client's account. In such event, the client will negotiate terms and arrangements for the account with that broker-dealer, and Registrant will not seek better execution services or prices from other broker-dealers or be able to "batch" the client's transactions for execution through other broker-dealers with orders for other accounts managed by Registrant. As a result, client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.</p> <p>In the event that the client directs Registrant to effect securities transactions for the client's accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through alternative clearing arrangements that may be available through Registrant.</p> <p>In the event that the transactions for a client's accounts are effected through a broker-dealer that refers investment management clients to Registrant, there exists the potential for conflict of interest if the accounts incur higher commission or transaction costs than the accounts would otherwise have incurred had the client determined to effect account transactions through alternative clearing arrangements that may have been available through Registrant.</p> <p><u>Proxy Voting Policy.</u> The Registrant does not vote client 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.</p> <p>See additional disclosure at Item 13A relative to <i>Fidelity</i>.</p>

<p>Item 13A</p>	<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>Fidelity</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>Registrant's clients do not pay more for investment transactions effected and/or assets maintained at <i>Fidelity</i> as result of this arrangement. There is no corresponding commitment made by the Registrant to <i>Fidelity</i> or any other any entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as result of the above arrangement.</p> <p><u>The Registrant's Chief Compliance Officer, Heidi Blalock, 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>
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