

Cover Page - Item 1

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dba
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**Firm Form ADV Part 2A, Appendix 1:
Wrap Fee Program Brochure**

Precision Capital Management is an investment adviser registered with the Securities and Exchange Commission (hereinafter "SEC"). An "investment adviser" means any person who, for compensation, engages in the business of advising others, either directly or through publications or writings, as to the value of securities or as to the advisability of investing in, purchasing, or selling securities, or who, for compensation and as part of a regular business, issues or promulgates analyses or reports concerning securities. Registration with the SEC or any state securities authority does not imply a certain level of skill or training.

This Wrap Fee program brochure provides information about the qualifications and business practices of Precision Capital Management. If you have any questions about the contents of this brochure, please contact us at (866) 254-4235. 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 Precision Capital Management is available on the SEC's website at www.adviserinfo.sec.gov.

Material Changes - Item 2

The purpose of this page is to inform you of any material changes since the previous version of this brochure.

We review and update our brochure at least annually to make sure that it remains current.

Full Brochure Available

If you would like to receive a complete copy of our Form ADV Part 2 Brochure, please contact Scott Johnson, Chief Compliance Officer, at (972) 848-3121 or by email at scott.johnson@fusioncm.com.

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Services Fees and Compensation - Item 4

Precision Capital Management (hereinafter “PCM”) offers a Wrap Fee program (“Program”) whereby the Firm manages Client accounts for a single fee that includes portfolio management services, custodial services and the transaction/commission costs. Under this Program, PCM offers discretionary investment advice designed to assist Clients in obtaining professional asset management for a convenient single “Wrap Fee.”

We are a portfolio manager to and sponsor of a wrap fee program. A wrap fee program combines portfolio management, advisory services and trade execution for a single fee. PCM, as portfolio manager is responsible for the research, security selection and implementation of transaction orders in your account. The transactions in your account will be executed by Fidelity Brokerage Services, LLC (“Fidelity”). PCM receives a portion of the wrap fee for portfolio management services. Fidelity will also receive a portion of the fee for trade execution expenses depending on where the account(s) is/are held. The terms and conditions under which a Client participates in PCM’s wrap fee program will be set forth in a written agreement between the Client and PCM. The overall cost incurred from participation in our wrap fee program may be higher or lower than if the services were purchased separately

Wrap accounts are managed to diversify Client’s investments and may include various types of securities such as equity securities, Exchange Traded Funds (ETFs), corporate debt securities, commercial paper, certificates of deposit, municipal securities, investment company products and U.S. Government securities. Other types of investments may also be recommended where the firm deems such investments appropriate based on the Client’s stated goals and objectives.

Delegation to sub-advisors: Clients should be aware that we may use one or more sub-advisors to assist us in managing your account or to manage a portion of your account. All sub-advisers that we recommend to clients must be registered as investment advisers with either the Securities and Exchange Commission or with the appropriate state authority(ies). We will continuously monitor the performance of any accounts managed by the sub-adviser and will assume discretionary authority to hire or fire the sub adviser where such action is deemed to be in the best interest of the Client. The sub-advisor(s) may use one or more of their own model portfolios to manage your account. You will be required to sign an individual agreement with the sub-advisor. The sub-advisor will share in the fees charged by PCM.

Investments and allocations are determined and based upon the Clients predefined objectives, risk tolerance, time horizon, financial horizon, financial information, and other various suitability factors. Further restrictions and guidelines imposed by Clients may affect the composition and performance of a Client’s portfolio. For these reasons, performance of the portfolio may not be identical with the average Client of PCM. On an ongoing basis, PCM reviews the Client’s financial circumstances and investment objectives and makes any adjustments to the Client’s portfolio as may be necessary to achieve the desired results.

Our Wrap Fee accounts are discretionary, that is, once the portfolio allocation has been agreed upon, the ongoing supervision and management of the portfolio will be our responsibility. This authority is granted to us by you in a written agreement. This allows our Firm to decide on specific securities, the quantity of the securities and placing buy or sell orders for your account without obtaining your approval for each transaction. This type of authorization is granted using either the investment advisory agreement the Client signs with our Firm, a limited power of attorney agreement, or trading authorization forms. Clients may limit the firm's discretionary authority if they wish, by, for example, setting a limit on the type of securities that can be purchased for their account. All such restrictions must be provided in writing.

Program Fee

PCM charges a single asset-based fee for advisory services, which includes the cost of portfolio management services, custodial services and the execution of securities transactions. The annual fee for the PCM Wrap Fee Program is billed quarterly in arrears based on the market value of the assets on the last day of the quarter. Fees will be assessed pro rata in the event the portfolio management agreement is executed at any time other than the first day of a calendar quarter.

The Client pays one fee to PCM. This fee is deducted from the Client's account held at Fidelity. The Client authorizes PCM to debit the fee from the Client's account. If insufficient cash is available to pay such fees, securities in an amount equal to the balance of unpaid fees will be liquidated to pay for the unpaid balance. Our fee for portfolio management services is set forth in the following fee schedule:

Portfolio Size		Annualized Fee	
		Wrap Accounts	Non-Wrap Accounts
\$0	\$1,000,000	2.25%	2.00%
Accounts over \$1,000,000		2.00%	1.75%

Enhanced yield strategy accounts are subject to an annualized fee of 2.50%.

*Our fees are negotiable. The exact fee paid by the client will be clearly stated in the advisory agreement signed by the client and the firm.

Generally, PCM allows related accounts to be combined for fee paying purposes. We combine the account valuations to assist you in meeting fee breakpoints and therefore lowering the overall fee level. PCM extends this option to accounts residing in the same household and certain members of the same family.

In determining whether to establish a Program account, a Client should be aware that the overall cost to the Client of the Program may be higher or lower than the Client might incur by purchasing separately the types of securities available in the Program. In order to compare the cost of the Program with unbundled services, the Client should consider the turnover rate in PCM's investment strategies, trading

activity in the account and standard advisory fees and brokerage commissions that would be charged at Fidelity, or at other broker-dealers and investment advisers.

Additional Fees and Expenses

The fees are charged as described above and are not based on a share of capital gains of the funds of an advisory Client.

All fees paid to PCM for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds to their shareholders. These fees and expenses are described in each fund's prospectus. These fees 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. A Client could invest in a mutual fund directly, without the services of PCM. In that case, the Client would not receive the services provided by PCM which are designed, among other things, to assist the Client in determining which mutual fund or funds are most appropriate to each Client's financial condition and objectives. Accordingly, the Client should review both the fees charged by the funds and the fees charged by PCM to fully understand the total amount of fees to be paid by the Client and to thereby evaluate the advisory services being provided.

There may be other costs assessed, which are not included in the Program Fee, such as national securities exchange fees; charges for transactions with respect to assets not executed through the custodian, costs associated with exchanging currencies; wire transfer fees; or other fees required by law.

Termination

The agreement between PCM and the Client will continue in effect until either party terminates in accordance with the terms of the agreement. PCM's annual fee will be pro-rated through the date of termination. Refunds are generally not applicable as fees are payable in arrears. However, in the event there are any prepaid unearned fees, PCM will return a pro rata share to the Client. Upon termination of accounts, Fidelity delivers securities and funds held in the account as instructed by Client, unless Client requests that the account be liquidated. After the Agreement has been terminated, transactions are processed at the prevailing brokerage rates. Client becomes responsible for monitoring their own assets and PCM has no further obligation to act or provide advice with respect to those assets.

Fidelity Institutional Program

PCM participates in the Fidelity Institutional Wealth Services® ("Fidelity") Program. Fidelity Institutional Wealth Services® is a division of Fidelity Brokerage Services LLC, member of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC"). Fidelity offers independent investment advisers services, which include custody of Client securities, trade execution, clearance and settlement of transactions, and daily research and investment information.

We are not affiliated with Fidelity. Our Investment Adviser Representatives are not registered representatives of Fidelity and do not receive commissions or other compensation from recommending these services.

Account Requirements and Types of Clients - Item 5

We offer investment advisory services to individuals, pension and profit sharing plan participants, trusts, estates, charitable organizations, corporations, and other business entities.

PCM requires a minimum of \$20,000 to open and maintain an advisory account. At our sole discretion we may waive this requirement. This requirement can be met by combining two or more accounts owned by you or related family members.

Portfolio Manager Selection and Evaluation - Item 6

Advisory Business

Currently, we offer the following investment advisory services, personalized to each individual Client:

Portfolio Management Services - Non Wrap Program

Portfolio management refers to the management of money, including investments. Assets are usually held in an account. A group of accounts is called a portfolio. Determining the types and quantities of securities to hold in a portfolio is referred to as portfolio management.

Our firm offers discretionary and non-discretionary portfolio management services to our clients and prospective clients. Discretionary portfolio management means we will make investment decisions and place buy or sell orders in your account without contacting you. These decisions would be made based upon your stated investment objectives. Non-discretionary portfolio management means we will contact you before a trading decision is taken.

Our investment advice is tailored to meet our clients' needs and investment objectives. If you decide to hire our firm to manage your portfolio, we will meet with you to gather your financial information, determine your goals, and decide how much risk you should take in your investments. The information we gather will help us create a portfolio and implement an asset allocation strategy that will be specific to your goals, whether we are actively investing for you or simply providing you with advice.

Our firm mainly uses equity securities, exchange traded funds, no-load or load waived mutual funds, corporate securities, municipal securities, U.S. government securities in its portfolio management programs. We may also recommend that clients invest in various investment related limited partnerships created by third parties.

However we construct your investment portfolio, we will monitor your portfolio's performance on an

ongoing basis, and rebalance the portfolio whenever necessary, as changes occur in market conditions, your financial circumstances, or both.

As outlined above, discretionary portfolio management services means that once the portfolio has been agreed upon, the ongoing supervision and management of the portfolio will be our responsibility. This allows our firm to decide on specific securities, the quantity of the securities and placing buy or sell orders for your account without obtaining your approval for each transaction. You may grant us discretionary authority using either the investment advisory agreement you sign with our firm, a limited power of attorney agreement, or trading authorization forms. You may limit this authority by setting a limit on the type of securities that can be purchased for your account. Simply provide us with your restrictions or guidelines in writing.

The non-discretionary portfolio management service means, as outlined above, that we must obtain your approval prior to making any transactions in your account. In some cases, we may provide you with a list of recommended transactions that you can review, approve and execute in your account.

Delegation to sub-advisors: *For those of our clients who hire us for discretionary portfolio management services and who have signed an agreement with us to this effect, you should be aware that we may use one or more sub-advisors to assist us in managing your account or to manage a portion of your account. All sub-advisors that we recommend to clients must be registered as investment advisers with either the Securities and Exchange Commission or with the appropriate state authority(ies). We will continuously monitor the performance of any accounts managed by the sub-adviser and will assume discretionary authority to hire or fire the sub adviser where such action is deemed to be in the best interest of the Client. The sub-advisor(s) may use one or more of their own model portfolios to manage your account. You will be required to sign an individual agreement with the sub-advisor. The sub-advisor will share in the fees charged by PCM.*

We recommend that you compare our reports with the statement(s) you receive from the qualified custodian. If you see something that is incorrect, please call our main office number, located on the cover page of this brochure.

Financial Planning Services

We offer broad based financial planning including tax planning, insurance planning, estate planning, retirement planning, education planning, and budgeting and cash flow analysis. PCM strives to achieve a client's long-term financial goals by implementing a financial planning process that may include any or all of the following steps:

- Assessment of a client's present financial situation by collecting information regarding net worth and cash flow statements, tax returns, insurance policies, investment portfolios, pension plans, employee benefit statements etc.
- Identification of a client's financial and personal goals and objectives. Goals or objectives may include financing a child's college education or retirement planning. The identified goals or

objectives are specific, realistic and measurable. All goals include time horizons.

- Resolution of finance related problems. Obstacles to achieving financial independence are identified so that resolution may occur. Examples of problem areas can include too little or too much insurance coverage, inadequate cash flow or a high tax burden.
- Plan Design. A written financial plan is prepared that includes recommendations and solutions to any financial related problems.
- Implementation of the financial plan. The financial plan is finalized and agreed upon. The recommendations and solutions are executed to reach the desired goals and objectives.
- Evaluation of the financial plan is conducted periodically. The financial planning service provides the option of conducting a periodic review and revision of the plan to ensure that the financial goals are achieved. The client may be required to pay an additional fee to exercise this option.

Financial plans are based on your financial situation and the financial information you provide to our firm. If your financial situation, goals, objectives, or needs change, you must notify us promptly.

We also provide financial planning services that cover a specific area, such as retirement or estate planning, asset allocation analysis, manager due diligence and 401(k) platform due diligence. We offer consultative services where we set an appointment to meet with you for financial planning advice for an hourly fee.

You may choose to accept or reject our recommendations. If you decide to proceed with our recommendations, you may do so either through our investment advisory services or by using the advisory/brokerage firm of your choice.

Performance Based Fees - Side by Side Management

We and our Associated Persons do not accept performance based fees. Performance based fees are based on a share of capital gains on or capital appreciation of the client's assets.

Methods of Analysis

The following are different methods of analysis that we may use when providing you with investment advice:

- Fundamental Analysis – fundamental analysis is a technique that attempts to determine a security's value by focusing on underlying factors that affect a company's actual business and its future prospects. The term refers to the analysis of the economic well-being of a financial entity as opposed to only its price movements.
- Technical Analysis – technical analysis is a technique that relies on the assumption that current market data (such as charts of price, volume, and open interest) can help predict future market trends, at least in the short term. It assumes that market psychology influences trading and can predict when stocks will rise or fall.

Investment Strategies

- Long Term Purchases – securities held for over a year.

- Short Term Purchases – securities held for less than a year.
- Trading – securities are sold within 30 days.
- Covered Options – covered option is a strategy in which an investor writes an option contract while at the same time owning an equivalent number of shares of the underlying stock.
- Margin Transactions – margin strategies allow an investor to purchase securities on credit and to borrow on securities already in their custodial account. Interest is charged on any borrowed funds for the period of time that the loan is outstanding.
- Short Sales – short selling is the selling of a stock that the seller doesn't own. More specifically, a short sale is the sale of a security that isn't owned by the seller, but that is promised to be delivered.

Risk of Loss

The investment advice provided along with the strategies we suggest will vary depending on each client's specific financial situation and goals. This brief statement does not disclose all of the risks and other significant aspects of investing in financial markets. In light of the risks, you should fully understand the nature of the contractual relationship(s) into which you are entering and the extent of your exposure to risk. Investing in securities involves risk of loss that clients should be prepared to bear. Certain investing strategies may not be suitable for many members of the public. You should carefully consider whether the strategies employed will be appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

General Investment Risk: All investments come with the risk of losing money. Investing involves substantial risks, including complete possible loss of principal plus other losses and may not be suitable for many members of the public. Investments, unlike savings and checking accounts at a bank, are not insured by the government to protect against market losses. Different market instruments carry different types and degrees of risk and you should familiarize yourself with the risks involved in the particular market instruments you intend to invest in.

Loss of Value: There can be no assurance that a specific investment will achieve its investment objectives and past performance should not be seen as a guide to future returns. The value of investments and the income derived may fall as well as rise and investors may not recoup the original amount invested. Investments may also be affected by any changes in exchange control regulation, tax laws, withholding taxes, international, political and economic developments, and government, economic or monetary policies.

Interest Rate Risk: Fixed income securities and funds that invest in bonds and other fixed income securities may fall in value if interest rates change. Generally, the prices of debt securities rise when interest rates fall, and their prices fall when interest rates rise. Longer term debt securities are usually more sensitive to interest rate changes.

Credit Risk: Investments in bonds and other fixed income securities are subject to the risk that the issuer(s) may not make required interest payments. An issuer suffering an adverse change in its financial

condition could lower the credit quality of a security, leading to greater price volatility of the security. A lowering of the credit rating of a security may also offset the security's liquidity, making it more difficult to sell. Funds investing in lower quality debt securities are more susceptible to these problems and their value may be more volatile.

Foreign Exchange Risk: Foreign investments may be affected favorably or unfavorably by exchange control regulations or changes in the exchange rates. Changes in currency exchange rates may influence the share value, the dividends or interest earned and the gains and losses realized. Exchange rates between currencies are determined by supply and demand in the currency exchange markets, the international balance of payments, governmental intervention, speculation and other economic and political conditions. If the currency in which a security is denominated appreciates against the US Dollar, the value of the security will increase. Conversely, a decline in the exchange rate of the currency would adversely affect the value of the security.

Risks Associated with Investing in Options: Transactions in options carry a high degree of risk. A relatively small market movement will have a proportionately larger impact, which may work for or against the investor. The placing of certain orders, which are intended to limit losses to certain amounts, may not be effective because market conditions may make it impossible to execute such orders. Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obliged either to settle the option in cash or to acquire or deliver the underlying investment. If the option is "covered" by the seller holding a corresponding position in the underlying investment or a future on another option, the risk may be reduced.

Voting of Client Securities - Proxy Voting

PCM does not vote proxies. It is the client's responsibility to vote proxies. Clients will receive proxy materials directly from the custodian. Questions about proxies may be made via the contact information on the cover page.

Client Information Provided to Portfolio Managers - Item 7

Since PCM and its Associated Persons are the sole portfolio managers to the Program, we do not provide information about our Clients to other portfolio managers.

Confidentiality

PCM views protecting its customers' private information as a top priority and, pursuant to the requirements of the Gramm-Leach-Bliley Act, the Firm has instituted policies and procedures to ensure that customer information is kept private and secure.

PCM does not disclose any nonpublic personal information about its customers or former customers to any nonaffiliated third parties, except as permitted by law. In the course of servicing a Client account, PCM may share some information with its service providers, such as transfer agents, custodians, broker-dealers, accountants, and lawyers.

PCM restricts internal access to nonpublic personal information about its Clients to those employees who need to know that information in order to provide products or services to the Client. PCM maintains physical and procedural safeguards that comply with state and federal standards to guard a Client's nonpublic personal information and ensure its integrity and confidentiality. As emphasized above, it has always been and will always be the Firm's policy never to sell information about current or former customers or their accounts to anyone. It is also the Firm's policy not to share information unless required to process a transaction, at the request of the Client, or as required by law.

A copy of the Firm's privacy policy notice will be provided to each Client prior to, or contemporaneously with, the execution of the advisory agreement. Thereafter, the Firm will deliver a copy of the current privacy policy notice to its Clients on an annual basis. If you have any questions on this policy, please contact us.

Client Contact with Portfolio Managers - Item 8

PCM and its Associated Persons may act as portfolio managers to the Program. Clients are free to contact us at any time. Our primary contact regarding questions about the Program is Ryan Borer, Managing Member. Clients may contact him at (866) 254-4235.

Additionally, PCM may use one or more sub-advisors to assist us in managing your account or to manage a portion of your account. PCM does not place any restrictions on the client's ability to contact and consult with any of the sub-advisors.

Additional Information - Item 9

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 us or the integrity of our management. There is no history of material legal or disciplinary events by our Firm or our management persons.

Other Financial Industry Activities and Affiliations

Partners Advantage Insurance Services LLC has partial ownership of PCM. Partners Advantage Insurance Services LLC is an independent marketing organization providing distribution and other marketing

functions for insurance companies. Agents affiliated or associated with Partners Advantage Insurance Services LLC may also be registered as investment adviser representatives of PCM. Clients to whom the firm offers advisory services are informed that they are under no obligation to utilize the services of these agents for insurance services and may use the insurance brokerage firm and agent of their choice.

PCM is owned and controlled by Coppel Advisory Solutions, LLC dba Fusion Capital Management, a SEC registered investment adviser (CRD# 156549). Certain owners and Management Persons of Coppel Advisory Solutions, LLC are also employed by PCM in various capacities.

PCM is affiliated with Varsity Asset Management, LLC, an SEC registered investment adviser (CRD#169295), Afferent Investments, LLC (CRD#282422) and Ministry Benefit Investments, LLC (CRD# 281619) through common control and ownership. Certain owners and Management Persons of Varsity Asset Management, LLC are also employed by PCM and its affiliates in various capacities.

Additionally, PCM has retained Coppel Advisory Solutions, LLC as a third party adviser to manage its clients' portfolios, and will share in the compensation received by these entities for managing your account. The compensation arrangement presents a conflict of interest due to a financial incentive to recommend the services of affiliated firms. In order to address this conflict, PCM has adopted a code of ethics that obliges all associated persons to deal fairly with all clients when making investment decisions, to uphold their fiduciary duty at all times, and to put the client's interest first. Clients are not required to use the services of any third party advisers we recommend.

Certain Investment Advisory Representatives ("IARs") and Officers of PCM are also licensed as insurance agents and can offer various insurance products from a variety of product sponsors and earn commissions for these activities. The firm expects that clients to whom it offers advisory services may also be insurance clients of PCM's IARs and Officers. Clients are instructed that the fees paid to the firm for advisory services are separate and distinct from the commissions earned by IARs for placing the client in insurance products. Clients to whom the firm offers advisory services are informed that they are under no obligation to purchase insurance services from associated persons of the firm.

These arrangements represent a conflict of interest due to the receipt of both advisory and commission compensation. PCM has policies and procedures that require all IARs to uphold their fiduciary responsibilities towards clients. Where PCM finds an IAR has not acted in the best interest of the client, we may cancel the transaction. Alternatively, we may deduct the commission costs from the advisory fee paid by the client. In any event, all client transaction costs will be disclosed to the client.

Description of Our Code of Ethics

PCM has adopted a Code of Ethics (the "Code") to address investment advisory conduct. The Code focuses primarily on fiduciary duty, personal securities transactions, insider trading, gifts, and conflicts of interest. The Code includes PCM's policies and procedures developed to protect Client's interests in relation to the following topics:

- The duty at all times to place the interests of Clients first;
- The requirement that all personal securities transactions be conducted in such a manner as to be consistent with the code of ethics.
- The responsibility to avoid any actual or potential conflict of interest or misuse of an employee's position of trust and responsibility;
- The fiduciary principle that information concerning the identity of security holdings and financial circumstances of Clients is confidential; and
- The principle that independence in the investment decision-making process is paramount.

Clients who would like to receive a copy of PCM's Code of Ethics, may contact Scott Johnson Chief Compliance Officer at (866) 254-4235 , or at scott.johnson@fusioncm.com

Personal Trading Practices

At times PCM and/or its Advisory Representatives may take positions in the same securities as Clients, which may pose a conflict of interest with Clients. PCM and its Advisory Representatives will generally be "last in" and "last out" for the trading day when trading occurs in close proximity to Client trades. We will not violate our fiduciary responsibilities to our Clients. Front running (trading shortly ahead of Clients) is prohibited. Should a conflict occur because of materiality (i.e. a thinly traded stock), disclosure will be made to the Client(s) at the time of trading. Incidental trading not deemed to be a conflict (i.e. a purchase or sale which is minimal in relation to the total outstanding value, and as such would have negligible effect on the market price), would not be disclosed at the time of trading.

Review of Accounts

PCM monitors the individual investments within PCM's portfolio management account each day the market is open. Portfolio performance is reviewed, at a minimum, on a quarterly basis. PCM offers portfolio management clients an in-person portfolio review meeting on a semi-annual basis. A financial plan is a snapshot in time and no ongoing reviews are conducted. We recommend clients engage us on an annual basis to update the financial plan.

Ryan Borer , Scott Johnson and Tony Apollaro, or the client's IAR, will perform all client portfolio reviews. Clients will receive statements directly from their account custodian(s) on at least a quarterly basis.

Additionally, PCM may provide clients with quarterly performance reports.

Client Referrals and Other Compensation

As disclosed under Item 4. above, PCM participates in Fidelity Institutional Wealth Services® program, and PCM may recommend Fidelity to Clients for custody and brokerage services. There is no direct link between PCM's participation in the program and the investment advice it gives to its Clients, although PCM receives economic benefits through its participation in the program that are typically not available to Fidelity retail investors.

These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving PCM participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to PCM by third party vendors. Fidelity may also have paid for business consulting and professional services received by PCM's related persons.

Some of the products and services made available by Fidelity through the Fidelity Institutional Wealth Services® program may benefit PCM but may not benefit its Client accounts. These products or services may assist PCM in managing and administering Client accounts, including accounts not maintained at Fidelity. Other services made available by Fidelity are intended to help PCM manage and further develop its business enterprise. The benefits received by PCM or its personnel through participation in the program do not depend on the number of trades directed to Fidelity. As part of its fiduciary duties to clients, PCM endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by PCM or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the PCM's choice of Fidelity for custody and brokerage services.

We and our related persons do not compensate, either directly or indirectly, any person or entity who is not our supervised person for Client referrals.

Financial Information

We are required in this Item to provide you with certain financial information or disclosures about PCM's, financial condition. PCM does not require the prepayment of over \$1,200, six or more months in advance. Additionally, PCM has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to Clients, and has not been the subject of a bankruptcy proceeding.

Requirements for State-Registered Advisors - Item 10

This section is intentionally left blank- Our Firm is SEC registered

Miscellaneous

Trade Aggregation

While individual client advice is provided to each account, client trades may be executed as a block trade. PCM encourages its existing and new clients to use Fidelity Institutional Wealth Services® program. Only accounts in the custody of Fidelity would have the opportunity to participate in aggregated securities transactions. All trades using Fidelity will be aggregated and done in the name PCM. The executing broker will be informed that the trades are for the account of PCM's clients and not for PCM itself. No advisory account within the block trade will be favored over any other advisory account, and thus, each account will participate in an aggregated order at the average share price and receive the same commission rate. The aggregation should, on average, reduce slightly the costs of execution, and PCM will not aggregate a client's order if in a particular instance PCM believes that aggregation would cause the client's cost of execution to be increased. Fidelity will be notified of the amount of each trade for each account. PCM and/or its Associated Persons may participate in block trades with clients, and may also participate on a pro rata basis for partial fills, but only after the determination has been made that clients will receive fair and equitable treatment.

Class Action Lawsuits

From time to time, securities held in the accounts of Clients will be the subject of class action lawsuits. PCM has no obligation to determine if securities held by the Client are subject to a pending or resolved class action lawsuit. It also has no duty to evaluate a Client's eligibility or to submit a claim to participate in the proceeds of a securities class action settlement or verdict. Furthermore, the Firm has no obligation or responsibility to initiate litigation to recover damages on behalf of Clients who may have been injured as a result of actions, misconduct, or negligence by corporate management of issuers whose securities are held by Clients.

Where the Firm receives written or electronic notice of a class action lawsuit, settlement, or verdict affecting securities owned by a Client, it will forward all notices, proof of claim forms, and other materials, to the Client. Electronic mail is acceptable where appropriate, and the Client has authorized contact in this manner.

Trade Error Correction Procedures

On infrequent occasions, an error may be made in a Client account. For example, a security may be erroneously purchased for the account instead of sold. In these situations, the Firm generally seeks to rectify the error by placing the Client account in a similar position as it would have been had there been no error. Depending on the circumstances, various corrective steps may be taken, including among others canceling the trade or adjusting an allocation. Any gains or losses resulting from error correction will be placed in PCM's error correction account.