

**Schedule F of
Form ADV
Continuation Sheet for Form ADV Part II**

Applicant: Strategic Wealth Advisors LLC	SEC File Number: 801-	Date: 07-31-08
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1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: Strategic Wealth Advisors LLC	IRS Empl. Ident.No.: 88-0458892
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Item of Form (identify)	Answer
Item 1.D	<p>Advisory Services and Fees</p> <p>INVESTMENT ADVISORY SERVICES:</p> <p>Strategic Wealth Advisors LLC (hereinafter SWA) is an investment advisor registered with the state of Nevada. SWA offers personalized wealth management and investment advisory services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations and other business entities. The firm's services and fee arrangements are described in the following pages.</p> <p>Individuals associated with SWA will provide the firms' investment advisory services. These individuals are appropriately licensed, qualified or authorized to provide advisory services on SWA's behalf. Such individuals are known as Investment Advisors Representatives (IRAs).</p> <p>With respect to its Investment Advisory Services, the Advisor provides discretionary and well as non-discretionary asset management services pertaining to the allocation of the client's investment assets among various investment vehicles. The Advisor does not provide "investment supervisory services" as defined on the top of page 2 of part II of this Form ADV and as referenced at Item 1A(1) on that same page.</p> <p>Wealth Management/Financial Planning</p> <p>Wealth management advice will typically involve providing a variety of services, principal advisory in nature, to individuals regarding the management of their financial resources based upon the analysis of the individual client needs. An IAR of our firm will first conduct a complimentary initial consultation. After the initial consultation, if the client decides to engage SWA of wealth management services, the IAR will conduct one or more meetings to prepare a report called The Client Discovery Profile™. These meetings and subsequent report contain the pertinent information about the client's financial circumstances and objectives. Once such information has been reviewed and analyzed, a written financial plan called The Strategic Game Plan™ - designed to achieve the clients stated financial goals and objectives – will be produced and presented to the client. The primary objective of this process is to allow SWA to assist the client in developing a strategy for the successful management of income, assets, and liabilities in meeting the client's long term financial goals and objectives. Wealth management simply described is helping the client eliminate Dangers and capture opportunities in the general phases of the client's life cycle – accumulation, protection, and transfer of wealth.</p> <p>Financial plans are based on the client's financial situation at the time the plan is presented and are based on financial information disclosed by the client to SWA. Clients are advised that certain assumptions may be made with respect to interest and inflation rates and use of past trends and performance of the equities markets and the economy. Past performance is in no way an indication of future performance; SWA cannot offer any guarantees or promises that the client's financial goals and objectives will be met. As the client's financial situation, goals, objectives or needs change, the</p>

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Item 1.D. (continued)	<p>client must notify SWA promptly.</p> <p>SWA utilizes the following financial planning fee schedule, subject to negotiations depending on the nature, complexity, and time involved in providing the client with the requested services.</p> <ul style="list-style-type: none"> ▪ Fixed Fees: the fee for a financial plan will range between \$5,000 and \$15,000. The determination of the final fee is based on a negotiated price with the client before any services are rendered and upon the execution of a Fixed Price Agreement. If the client chooses to proceed, an initial retainer between 25% and 50% of the estimated fee is payable in advance of any services rendered, with the balance due upon completion of the contracted services. The initial retainer shall vary in accordance with the estimated fee. ▪ Hourly Fees: An hourly fee, which ranges between \$250 and \$500, is assessed for clients who request specific consulting or modular planning services and do not desire a written financial plan. Hourly fees are generally calculated and payable at the conclusion of each session. Although in some cases they may be paid weekly, monthly or periodically in advance or arrears. Hourly fees for Richard Hanseen may be higher than those offered by other advisors for the same or similar industry averages. <p>When the scope of the financial planning services has been agreed upon. A determination will be made as to applicable fee. The final fee shall be directly dependent upon the facts and circumstances of the client's financial situation and the complexity of the financial plan or services requested. In limited circumstances, the cost/time could potentially exceed the initial estimate. In such cases, SWA will notify the client and may request that the client pay an additional fee.</p> <p>Clients may act on SWA's recommendations by placing securities transactions with any brokerage firm the client chooses. The client is under no obligation to act on SWA's financial planning recommendations. Moreover, if the client elects to act on any of the recommendations, the client is under no obligation to implement the financial plan through Fidelity Wealth Management Services or SWA.</p> <p>SWA or the client may terminate the wealth planning agreement within five days of the date of acceptance without penalty to the client. Thereafter, the client will incur a pro rata charge for bona fide advisory services actually rendered prior to such termination. After the five-day period, either party may terminate the wealth planning agreement by providing written notice to the other party. In the event there are any prepaid unearned fees, SWA will promptly return the pro rata share to the client.</p> <p>Pension Consulting SWA will offer pension-consulting services to employees benefit plans and their fiduciaries based on an analysis of the needs of the plan. These advisory services may include advise as to the general recommendations as</p>

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Item 1.D. (continued)	<p>to what portion of the plan assets should be invested in various investment media, including securities, and, in some cases, recommendations regarding investments specific securities or other investments. SWA may also assist plan fiduciaries in determining plan investment objectives and policies and in designing funding media for the plan. SWA may also provide general or specific advice to plan fiduciaries as to the selection or retention of persons to manage the assets of the plan.</p> <p>All client accounts are regulated under the Employee Retirement Income Securities Act ("ERISA"). SWA will provide consulting services, as an investment manager, to the plan fiduciaries as described above. SWA will not maintain discretionary authority or control, whatsoever, with respect to client accounts. The named plan Fiduciary must take the ultimate decision as to retaining the services of such investment advisers as SWA recommends. The plan fiduciary is free to seek independent advice about the appropriateness of any recommended services for the plan.</p> <p>SWA is customarily compensated for these services primarily through fees paid by the plan, its sponsor, or through a combination of fees and commissions. Such fees, and fee-paying arrangements, are negotiated on a case-by-case basis dependant on the scope of the contracted services, and shall be clearly set forth in the advisory service agreement. Fees may be on an hourly basis or on an annual fixed price agreement. Hourly fees for Pension services range from \$250-\$500 per hour, based on the complexity of the planning. Fixed price agreements will be negotiated on an annual basis and range from \$2,500-\$7,500 based on the complexity of the planning. In addition to planning fees, a management fee would be charged based on assets under management. Fees will be based on assets under management, not to exceed 2% (200 basis points). Fees may be negotiable.</p> <p>The general structure for portfolio management services will be as follows:</p> <table border="0"> <thead> <tr> <th>Assets Under Management</th> <th>Maximum Annual Fee</th> </tr> </thead> <tbody> <tr> <td>First \$250,000</td> <td>2.00%</td> </tr> <tr> <td>Next \$250,000</td> <td>1.50%</td> </tr> <tr> <td>Next \$500,000</td> <td>1.25%</td> </tr> <tr> <td>Next \$1,000,000</td> <td>1.00%</td> </tr> <tr> <td>Next \$3,000,000</td> <td>.80%</td> </tr> <tr> <td>Next \$5,000,000</td> <td>.60%</td> </tr> </tbody> </table> <p>The fee will be payable quarterly in advance. The first payment is due payable upon the execution of the Agreement, and will be assessed pro-rata in the event the agreement is executed other than the first day of the new calendar quarter. Subsequent payments are due and will be assessed on the first day of each calendar quarter based on the value of the portfolio as of the last day of the previous calendar quarter.</p> <p>The custodian holding the client's funds and securities may make payment of fees. Five criteria must be met when payment is made by the custodian: 1) the client provides written authorization permitting the fees to be paid directly</p>	Assets Under Management	Maximum Annual Fee	First \$250,000	2.00%	Next \$250,000	1.50%	Next \$500,000	1.25%	Next \$1,000,000	1.00%	Next \$3,000,000	.80%	Next \$5,000,000	.60%
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<p>Item 1.D. (continued)</p>	<p>from the client's account held by the independent custodian; 2) the affiliate sends to the client a bill showing the amount of the fee, the value of the client's assets on which the fee is based, and the specific manner in which the fee was calculated; 3) it is hereby disclosed to the client that it is the client's responsibility to verify the accuracy of the fee calculation and that the custodian will not determine whether the fee is properly calculated; 4) the affiliate sends a bill to the custodian indicating only the amount of the fee to be paid by the custodian; and 5) the custodian agrees to send the client a statement, at least quarterly, indicating all amounts dispersed from the account including the amount of advisory fees paid directly to Adviser.</p> <p>The client may terminate the Agreement without penalty (full refund) within five business days of signature. After the first five days, services will continue until either party terminates the agreement upon immediate written notice. If termination occurs prior to the end of a calendar quarter, a pro-rata refund of unearned fees will be made to the client.</p> <p>In order to provide full disclosure, each investment adviser will provide the client with a Written Investment Management Agreement describing the service and fee in more detail.</p> <p><u>The Confidence Building Investing Model™ Program</u> (SWA offers The Strategic Confidence Building Investing Model™ Program (the "Program") to suitable clients who seek advice regarding the development of investment strategies and the selection mutual funds ("Funds"), together with brokerage and custodial services, for a single annual asset based advisory fee.</p> <p>Affiliates of the Applicant will conduct an initial interview with client(s) where several data gathering questionnaires will be undertaken to determine the client's financial situation and investment objectives. These questionnaires will lead to the design of an investment model appropriate for the client's financial needs, time horizon, risk capacity and investment objectives. Recommendations will be made to invest in a portfolio of securities, generally no load mutual funds or load mutual funds available at NAV, stocks, bonds, and other appropriate investments. Reviews will be at least annually.</p> <p>Please Note - No Investment Supervisory Services: SWA does not provide continuous and regular supervision or management services and that absent mitigating circumstances, it reviews accounts no more frequently than quarterly, usually for the purpose of reallocating the account to match the allocation set forth in the investment policy statement.</p> <p>SWA will never have custody of any client funds or securities, as the services of an outside third party custodian will be used. Securities will be purchased through the facilities of Fidelity Investments. There are transaction charges involved when purchasing the securities and the client will be notified of all charges prior to the commencement of trading.</p>

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Item 1.D. (continued)	<p>Fees will be based on assets under management, not to exceed 2% (200 basis points). Fees may be negotiable. The general structure for portfolio management services will be as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Assets Under Management</th> <th style="text-align: right;">Maximum Annual Fee</th> </tr> </thead> <tbody> <tr> <td>First \$250,000</td> <td style="text-align: right;">2.00%</td> </tr> <tr> <td>Next \$250,000</td> <td style="text-align: right;">1.50%</td> </tr> <tr> <td>Next \$500,000</td> <td style="text-align: right;">1.25%</td> </tr> <tr> <td>Next \$1,000,000</td> <td style="text-align: right;">1.00%</td> </tr> <tr> <td>Next \$3,000,000</td> <td style="text-align: right;">.80%</td> </tr> <tr> <td>Next \$5,000,000</td> <td style="text-align: right;">.60%</td> </tr> </tbody> </table> <p>The fee will be payable quarterly in advance. The first payment is due payable upon the execution of the Agreement, and will be assessed pro-rata in the event the agreement is executed other than the first day of the new calendar quarter. Subsequent payments are due and will be assessed on the first day of each calendar quarter based on the value of the portfolio as of the last day of the previous calendar quarter.</p> <p>The custodian holding the client's funds and securities may make payment of fees. Five criteria must be met when payment is made by the custodian: 1) the client provides written authorization permitting the fees to be paid directly from the client's account held by the independent custodian; 2) the affiliate sends to the client a bill showing the amount of the fee, the value of the client's assets on which the fee is based, and the specific manner in which the fee was calculated; 3) it is hereby disclosed to the client that it is the client's responsibility to verify the accuracy of the fee calculation and that the custodian will not determine whether the fee is properly calculated; 4) the affiliate sends a bill to the custodian indicating only the amount of the fee to be paid by the custodian; and 5) the custodian agrees to send the client a statement, at least quarterly, indicating all amounts dispersed from the account including the amount of advisory fees paid directly to Adviser.</p> <p>The client may terminate the Agreement without penalty (full refund) within five business days of signature. After the first five days, services will continue until either party terminates the agreement upon immediate written notice. If termination occurs prior to the end of a calendar quarter, a pro-rata refund of unearned fees will be made to the client.</p> <p>In order to provide full disclosure, each investment adviser will provide the client with a written Client Service Agreement describing the service and fee in more detail.</p> <p>The applicant is not affiliated with any broker/dealer.</p> <p>General Information on Advisory Services and Fees</p>	Assets Under Management	Maximum Annual Fee	First \$250,000	2.00%	Next \$250,000	1.50%	Next \$500,000	1.25%	Next \$1,000,000	1.00%	Next \$3,000,000	.80%	Next \$5,000,000	.60%
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<p>Item 1.D. (continued)</p>	<p>The fee charged is calculated as described above and is 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 (SEC Rule 205(a)(1)).</p> <p>All fees paid to SWA for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other expenses. Fees paid to SWA are exclusive of all custodial and transaction costs paid to account custodian, brokers or other managers. The client should review all fees charged by mutual funds, SWA and others to fully understand the total amount of fees to be paid by the client.</p> <p>SWA does not represent warranty or imply that the services or methods of analysis employed by the firm can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. No assumption can be made that any particular advisory services, investment strategy, or fee arrangement will provide better returns than other investment strategies.</p> <p>SWA shall never have custody of any client funds or securities, as the services of an independent custodian will be use for these asset management services.</p> <p>MISCELLANEOUS</p> <p><u>Advisory Account Custodian.</u> Except for variable investment products (which shall generally be maintained at the issuing insurance's company), SWA recommends that client investment advisory accounts be primarily maintained at Fidelity Investments. ("Fidelity"). Factors that SWA considers in recommending Fidelity to clients include Fidelity's financial strength, reputation, reporting, execution, pricing, research, and service. The brokerage transaction fees charged by Fidelity (or any other designated broker-dealer/custodian) for account transactions are exclusive of, and in addition to, SWA investment management fee. See disclosure at Items 12B and 13A below</p> <p><u>Proxy Voting Policy.</u> 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. SWA and/or the client shall correspondingly instruct each custodian of the assets to forward to the client copies of all proxies and shareholder communications relating to the client's investment assets.</p> <p><u>Client Obligations.</u> In performing its services, SWA shall not be required to verify any information received from the client or from the client's other</p>

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Item 1.D. (continued)	<p>professionals, and is expressly authorized to rely thereon. If requested by the client, SWA may recommend the services of other professionals for implementation purposes, including the Registrant's Principals and/or Associates Persons in their separate individual capacities as a certified public accountant and/or licensed insurance agents (see disclosure at Items 8C(7) and 8C(9) below). The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from SWA. Moreover, each client is advised that it remains his/her/its responsibility to promptly notify SWA if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising SWA's previous recommendations and/or services.</p> <p><u>Assignment.</u> Neither SWA nor the client may assign the Investment Advisory Agreement without the prior consent of the other party. Transactions that do not result in a change of actual control or management of SWA shall not be considered an assignment. Disclosure Statement. A copy of SWA'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 Investment Advisory Agreement or Financial Planning and Consulting Agreement. Any client who has not received a copy of SWA's written disclosure statement at least 48 hours prior to executing the Investment Advisory Agreement or Financial Planning and Consulting Agreement shall have five business days subsequent to executing the agreement to terminate SWA's services without penalty.</p> <p><u>TYPES OF INVESTMENTS</u> Investment advice may be given and positions may be taken in investments such as Real Estate Investment Trust (REIT) companies, equipment leasing, historical rehabilitation, low income housing, direct loans secured by first or second deeds of trust, and or any other product that SWA deems appropriate in order to address the individualized needs, goals and objectives of the client.</p> <p><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.</u></p> <p><u>METHODS OF ANALYSIS</u> SWA uses the Fama/French Three-Factor and Five-Factor Models ("FF") as its core investment strategy. FF is a sophisticated investment decision approach that theoretically permits an investor to classify, estimate,</p>
Item 3.K.(1).(3) Item 3.L	
Item 4.A.(5)	

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Item 5.	and control both the kind and the amount of expected risk and return.
Item 6.	<p><u>EDUCATION AND BUSINESS STANDARDS</u> Persons acting on behalf of SWA with respect to rendering investment consulting services must have a high level of experience in the securities industry and a demonstrated ability to responsibly advise clients with respect to realization of their investment goals. All such persons must have a college degree or be working toward one or at least 5 years experience in the investment business. All Wealth Coaches of SWA must have one or more of the following professional designations: CPA (Certified Public Accountant), PFS (Personal Financial Specialist), CFP® (Certified Financial Planner™ Practitioner) or LLM (Advanced law degree with an emphasis in taxation).</p> <p><u>EDUCATION AND BUSINESS BACKGROUND:</u></p> <p>RICHARD C. HANSEEN Born 1945</p> <p><u>Education:</u></p> <p>Graduated from the University of Utah in 1971 with a B.S. in Banking and Finance, and again in 1974 with a B.S. in Accounting</p> <p><u>Employment:</u></p> <p>Partner – Draper, Smart, Hanseen & Associates 4/93 to 11/95 Owner – Richard C. Hanseen, CPA, 11/95 to 12/02 Co-founder – Hanseen and Watts, LLC, 1/03 to 12/31/2006 Owner _ Richard C. Hanseen, CPA 1/1/2007 to present Registered Representative – Integrated Trading and Investments, 4/00 to 8/00 Owner – Richard C. Hanseen, CPA 01/01/2007 to present Managing Member – Strategic Wealth Advisors LLC, 4/00 to present</p> <p><u>Catherine Killion</u></p> <p><u>Education:</u> Graduated from the University of Utah in 1980 with a bachelor's degree in business</p> <p><u>Employment:</u> Wells Fargo Investments 2006-2007 Vice President at Investors Capital Corporation from 2000-2006</p> <p><u>OTHER BUSINESS ACTIVITIES:</u></p> <p>In addition to being a registered investment advisor and the sole Member of SWA, Richard Hanseen is also a licensed, practicing CPA and provides</p>
Item 7.A. and B, And 8C (7). (9).	

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<p>Item 7.A. and B, And 8C (7). (9). (continued)</p>	<p>insurance as part of the financial planning solution.</p> <p>In his separate capacity as a CPA, this individual may provide advice about securities which is incidental to his CPA practice. However, SWA emphasizes that clients are under no obligation to use Mr. Hansen for accounting services.</p> <p>Mr. Hansen anticipates spending 25% of his time on these other activities. SWA or individuals associated with SWA may buy or sell securities identical to those recommended to customers for their personal accounts. In addition, any related person(s) may have an interest or position in a certain security (ies) which may also be recommended to a client.</p> <p><u>OTHER BUSINESS ACTIVITIES/OTHER FINANCIAL INDUSTRY ACTIVITIES OR AFFILIATIONS</u></p> <p>Associated persons of SWA may sell insurance products not involving securities and will receive commissions as a result of such sales. These commissions may be paid directly to SWA and then distributed to the appropriate associated person. Associated persons of SWA are licensed with a number of life insurance companies. In the course of implementing a financial plan, or if requested by the client, advisers may recommend insurance products offered by these companies. If clients choose to purchase these products through the firm, the adviser may receive the normal and customary commission. Thus a potential conflict of interest exists between the adviser's interests and those of their advisory clients. The client, however, is under no obligation to purchase products recommended, or to purchase products either through the firm or through any insurance company through which the adviser is licensed.</p>
<p>Item 9.E</p>	<p>SWA's Principal, Richard C. Hansen is a certified public accountant. Neither SWA nor Mr. Hansen holds out to the public as providing accounting-related services. To the extent that a client requires accounting advice and/or tax preparation services, may provide such services on a fee basis incidental to SWA's investment advisory services. Mr. Hansen's CPA status is not material to SWA's investment advisory business.</p> <p><u>PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS</u></p> <p>Associated persons of SWA will be compensated as fee-only planners. Commissions will not be charged on the sale of securities for clients paying investment advisory fees. Commissions may be charged on non-securities transactions from assets not already included in a client's assets under management. SWA or individuals associated with SWA may buy or sell - for their personal account(s) - investment products identical to those recommended to clients. These investment products may or may not be widely held and publicly traded. It is SWA's expressed policy that no person employed by the firm shall effect for himself or herself or for his or her</p>

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	<p>immediate family (i.e. spouse, minor child) any transaction(s) in a security that is being actively purchased or sold, or is being considered for purchase or sale, on behalf of any of SWA's clients, unless in accordance with the following:</p> <ol style="list-style-type: none"> 1. If SWA is purchasing or considering for purchase any security on behalf of its client(s), no associated person may transact in that security prior to the client purchase having been completed by SWA, or until a decision has been made not to purchase the security on behalf of the client; and 2. If SWA is selling or considering the sale of any security on behalf of its client(s), no having been completed by SWA until a decision has been made not to sell the security on behalf of the client. <p><u>Exceptions</u></p> <p>This policy has been established recognizing that some securities being considered for purchase and sale on behalf of SWA's client(s) trade in sufficiently broad markets to permit transactions by SWA 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 in these trades, including reasons for the exceptions, will be maintained with SWA's records.</p> <p>It is further noted that SWA is in, and shall continue to be in total compliance with The Insider Trading and Securities Fraud Enforcement Act of 1988. Specifically, SWA has adopted a firm wide policy statement outlining insider-trading compliance by SWA, its associated persons and other employees. This statement has been distributed to all associated persons and other employees of SWA and has been signed and dated by each such person. A copy of such firm wide policy is left with each associated person and the original is maintained in a master file.</p> <p>Further, SWA has adopted a written supervisory procedures statement highlighting the steps which shall be taken to implement the firm wide policy. These materials are also distributed to all associated persons and other employees of SWA, are signed, dated and filed with the insider trading compliance materials.</p> <p><u>Confidentiality</u></p> <p>As an employee of SWA, associated persons may learn confidential information concerning SWA and its clients. "Confidential information" generally means all information not publicly available (through the media or public records) and includes, but is not limited to:</p>

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Item 10.	<ul style="list-style-type: none"> ■ The composition of client portfolios. ■ Certain records, procedures and other proprietary information. ■ Family or personal information. <p>It is SWA's policy that individuals employed by SWA must not disclose, directly or indirectly, any confidential information to anyone other than SWA personnel and authorized professional advisers such as broker dealers, attorneys, and accountants who need such information in order to discharge their professional services.</p>
Item 12A (1)	<p><u>CONDITIONS FOR MANAGING ACCOUNTS</u></p> <p>The minimum account size required to open and maintain an account, under the Managed Assets Program or The Confidence Building Investing Model™ Program, is \$, 500,000. However, SWA, in its sole discretion, may reduce its portfolio minimum and/or charge a lesser investment advisory fee based upon certain criteria (i.e. existing financial planning client, anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.).</p> <p><u>Advisory Account Custodian.</u></p> <p>Except for variable investment products (which shall generally be maintained at the issuing insurance company), SWA recommends that client investment advisory accounts be primarily maintained at Fidelity Wealth Advisory Services Inc. (Fidelity). Factors that SWA considers in recommending Fidelity to clients include Fidelity's financial strength, reputation, reporting, execution, pricing, research, and service. The transaction fees charged by Fidelity (or any other designated broker-dealer/custodian) for account transactions are exclusive of, and in addition to, SWA investment advisory fee.</p> <p>Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, SWA may receive from Fidelity (or a mutual fund company), without cost (and/or at a discount) support services and/or products, certain of which assist SWA to better monitor and service client accounts maintained at such institutions. Included within the support services that may be obtained by SWA 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, web site development and support, computer hardware and/or software and/or other products used by SWA in furtherance of its investment advisory business operations.</p> <p>As indicated above, certain of the support services and/or products that may</p>

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

**Schedule F of
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant: Strategic Wealth Advisors LLC	SEC File Number: 801-	Date: 07-31-08
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1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: Strategic Wealth Advisors LLC	IRS Empl. Ident.No.: 88-0458892
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Item of Form (identify)	Answer
	<p>be received may assist SWA in managing and administering client accounts. Others do not directly provide such assistance, but rather assist SWA to manage and further develop its business enterprise.</p> <p>SWA's clients do not pay more for investment transactions effected and/or assets maintained at Fidelity as result of this arrangement. There is no corresponding commitment made by SWA to Fidelity 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>SWA's Principal, Richard C. Hanseen, remains available to address any questions that a client or prospective may have regarding the above arrangement and any corresponding perceived conflict of interest any such arrangement may create.</u></p>

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