

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

Applicant: <b>Ockham Wealth Advisors, LLC</b>	SEC File Number: 801- NA	Date: <b>06/16/2010</b>
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1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV: <b>Ockham Wealth Advisors, LLC</b>	IRS Empl. Ident.No.: <b>Available Upon request</b>
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Item of Form (identify)	Answer						
Item 1.D.	<p><b><u>Advisory Services and Fees</u></b></p> <p>Ockham Wealth Advisors, LLC (hereinafter "Ockham Wealth" or the "Firm") offers investment advisory services to individuals, pension and profit sharing plans, trusts, estates and charitable organizations, corporations and other business entities. The Firm's services and fee arrangements are described in the following pages.</p> <p>Ockham Wealth is a limited liability company organized under the laws of the state of Georgia. This Schedule F narrative provides clients with information regarding Ockham Wealth and the qualifications, business practices, and nature of advisory services that should be considered before becoming an advisory client of Ockham Wealth.</p> <p>Please contact Scott Rawson, Managing Director, if you have any questions about this Schedule F narrative. Additional information about Ockham Wealth is available on the Internet at <a href="http://www.adviserinfo.sec.gov">www.adviserinfo.sec.gov</a>. You can search this site by a unique identifying number, known as a CRD number. The CRD number for Ockham Wealth is 146117.</p> <p>Individuals associated with Ockham Wealth will provide the Firm's investment advisory services. These individuals are appropriately licensed, qualified, and/or authorized to provide advisory services on the Firm's behalf. Such individuals are known as Investment Adviser Representatives (IARs).</p> <p><b><u>Portfolio Management Services</u></b></p> <p>Ockham Wealth provides discretionary and, on occasion, non-discretionary portfolio management services where the investment advice provided is tailored to meet the needs and investment objectives of the client. At the inception of the relationship, Ockham Wealth will gather information from the client such as the client's risk tolerance, investment objectives and other relevant information. Based upon such information, Ockham Wealth will create an investment strategy and personal investment policy for the client and will recommend an initial portfolio suitable for the client. Once the initial portfolio is constructed, Ockham Wealth monitors the client's account(s) on a continuous basis and re-balances the portfolio as changes in market conditions and client circumstances may require.</p> <p>Pursuant to a grant of discretionary authority, subject to any written guidelines or restrictions the client may set, Ockham Wealth executes transactions without further approval from the client. Such functions include the determination of securities and amount of securities to be purchased/sold. For non-discretionary accounts, Ockham Wealth will contact the client prior to executing any transactions.</p> <p>Ockham Wealth charges a negotiable annual fee which is billed quarterly in arrears based on the value of the client's account(s) at the end of the quarter and based on the following schedule:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Assets Under Management</u></th> <th style="text-align: left;"><u>Annualized Fee</u></th> </tr> </thead> <tbody> <tr> <td>0 to \$3,000,000</td> <td>1.00%</td> </tr> <tr> <td>Above \$3,000,000</td> <td>Negotiable</td> </tr> </tbody> </table> <p>Fees will be assessed pro rata in the event the client agreement is executed at any time other than the first day of a calendar quarter. Ockham Wealth's management fees will be paid by the client directly to the Firm or will be paid by the qualified custodian holding the client's funds and securities provided the client supplies written authorization permitting the</p>	<u>Assets Under Management</u>	<u>Annualized Fee</u>	0 to \$3,000,000	1.00%	Above \$3,000,000	Negotiable
<u>Assets Under Management</u>	<u>Annualized Fee</u>						
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Item 1.D. (continued)	<p>fees to be paid directly from the account. Ockham Wealth will not have access to client funds for payment of fees without written consent by the client. Further, the qualified custodian agrees to deliver an account statement, at least quarterly, directly to the client, showing all disbursements from the account. The client is encouraged to review all account statements for accuracy.</p> <p>The Firm may allow accounts of members of the same household to be aggregated for purposes of meeting the minimum account size or fee breakpoints. Ockham Wealth may allow such aggregation, for example, where the Firm services accounts on behalf of minor children of current clients, individual and joint accounts for a spouse, and other types of related accounts.</p> <p>Ockham Wealth or the client may terminate the client agreement within five days of the date of acceptance without penalty to the client. After the five-day period, either party, upon receipt of 30 days' written notice from the other, may terminate the management agreement. In the event of termination, fees will be charged on a pro-rata basis.</p> <p><b><u>General Information on Advisory Services and Fees</u></b> Ockham Wealth does not represent, warrant, 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.</p> <p>Ockham Wealth shall never have custody of any client funds or securities, as the services of a qualified and independent custodian will be used for these asset management services.</p> <p>Advice offered by Ockham Wealth may involve investments in mutual funds. Clients are hereby advised that all fees paid to Ockham Wealth 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 fund expenses. Further, there may be transaction charges involved with purchasing or selling of securities. Ockham Wealth does not share in any portion of the brokerage fees/transaction charges imposed by the custodian holding the client funds or securities. The client should review all fees charged by mutual funds, Ockham Wealth, and others to fully understand the total amount of fees to be paid by the client.</p>
Item 3.L.	<p><b><u>Types of Investments</u></b> Ockham Wealth may provide advice on any type of investment held in a client's portfolio at the inception of the advisory relationship and reserves the right to advise clients on any other type of investment that it deems appropriate based on the client's stated goals and objectives.</p>
Item 5.	<p><b><u>Education Requirements</u></b> IARs of Ockham Wealth must meet all examination or experience requirements of the states/jurisdictions in which the individual provides advisory services.</p>
Item 6.	<p><b><u>Education and Business Background</u></b> <b>Scott Sherard Rawson</b> Born: June 5, 1961</p>

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	<p>BA in Advertising/Marketing, University of Georgia, 1982 MA in National Security Studies, Georgetown University, 1989</p> <p>10/2001 - 05/2008      Senior Vice President, Financial/Market Management, Inc. 02/2008 - Present      Managing Director, Ockham Wealth Advisors, LLC</p> <p><b>Edward (Ned) Marsh Douthat, IV</b>      Born: July 31, 1983 BA in Economics/History, University of Texas, 2006</p> <p>06/2006 - 05/2008      Vice President, Financial/Market Management, Inc. 02/2008 - Present      Vice President, Ockham Wealth Advisors, LLC</p> <p><b>Christian J. Ward</b>      Born: July 22, 1975 BS in Finance, University of Florida, 1996</p> <p>03/2002 - 03/2006      Managing Director, Westminster Research Assoc., NYC 03/2006 - 01/2007      CEO, WM2 Consulting 02/2008 - 03/2008      Registered Rep., Calibrax/John J. Carroll &amp; Co., Cold Spring Harbor, NY 01/2007 - 01/2010      CEO, Ockham Research, Roswell, GA 01/2010 - Present      XRM Global Inc., Managing Director 03/2008 - Present      Investment Advisor and President, Ockham Wealth Advisors, LLC, Roswell, GA</p>
Item 7.C.	<p><b><u>Other Business Activities</u></b> Christian Ward spends the majority of his time in connection devoted to the operations of XRM Global Inc. and he is not involved with the day-to-day operations of the Firm.</p>
Item 9.E.	<p><b><u>Participation or Interest in Client Transactions</u></b> From time to time, persons associated with Ockham Wealth may buy or sell securities that are recommended to its clients or securities in which its clients are invested. It is the Firm's policy that associated persons of Ockham Wealth shall not have priority over any client account in the purchase or sale of securities. Under certain circumstances, exceptions to the trading policy may be made.</p> <p><b><u>Code of Ethics</u></b> Ockham Wealth has adopted a Code of Ethics, the full text of which is available to clients and potential clients upon request. Ockham Wealth strives to comply with all applicable laws and regulations governing its practices. Therefore, Ockham Wealth has set forth guidelines for professional standards of conduct for its associated persons, the goal of which is to protect client interests at all times and to demonstrate its commitment to its fiduciary duties of honesty, good faith, and fair dealing with clients. All associated persons are expected to adhere strictly to these guidelines. The Firm's Code of Ethics requires that certain associated persons submit personal securities transactions and holdings reports to Ockham Wealth which will be reviewed by a qualified representative of Ockham Wealth on periodic basis. Associated persons are also required to report any violations of the Firm's Code of Ethics. In addition, Ockham Wealth maintains and enforces written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about clients or their account holdings by Ockham Wealth or any associated person.</p>

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Item 10	<p><b><u>Privacy Policies</u></b> The Firm 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.</p> <p>The Firm does not disclose any nonpublic personal information about its customers or former customers to any non-affiliated third parties, except as permitted by law. In the course of servicing a client's account, the Firm may share some information with its service providers, such as transfer agents, custodians and broker-dealers.</p> <p>The Firm restricts internal access to nonpublic personal information about the client to those employees who need to know that information in order to provide products or services to the client. As emphasized above, it has always been and will always be the Firm 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 a customer, or as required by law.</p> <p>A copy of the Firm 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.</p>
Item 11.A. Item 11.B.	<p><b><u>Conditions for Managing Accounts</u></b> Ockham Wealth generally imposes an account minimum of \$100,000 which minimum maybe waived in the Firm's sole discretion.</p> <p><b><u>Review of Accounts/Reports to Clients</u></b> Scott Rawson, Managing Director, Edward (Ned) Douthat, Vice-President, or an IAR assigned to the client will monitor the client's account on a continuous basis and will conduct an internal review on at least a quarterly basis. Triggering factors that may stimulate an additional review include, but are not limited to, material market, economic or political events, or by changes in the client's financial situation. There is no minimum number of accounts assigned to each IAR.</p> <p>Ockham Wealth will provide clients with quarterly reports showing account performance relative to applicable benchmarks. In addition, clients will receive monthly statements from the custodian detailing the account holdings.</p>
Item 12. A.(1),(2)	<p><b><u>Investment or Brokerage Discretion</u></b> Clients of the Firm grant Ockham Wealth complete discretion over the selection and amount of securities to be purchased or sold for their account without obtaining their prior consent or approval. However, Ockham Wealth's investment authority may be subject to specified investment objectives, guidelines and/or conditions imposed by the client. For example, a client may specify that the investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio and/or restrictions or prohibitions of transactions in the securities of a specific industry.</p>
Item 12.B.	<p><b><u>Suggestion of Brokers</u></b> Ockham Wealth recommends that clients establish brokerage accounts with the Schwab Advisor Services division of Charles Schwab &amp; Co., Inc. (Schwab), a FINRA registered broker-dealer, member SIPC, among others, to maintain custody of clients' assets and to</p>

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Item 13.A.	<p>effect trades for their accounts. Although Ockham Wealth may recommend that clients establish accounts at Schwab or other custodians, it is the client's decision to custody assets with Schwab or . Ockham Wealth is independently owned and operated and not affiliated with Schwab.</p> <p>Schwab provides Ockham Wealth with access to its institutional trading and custody services, which are typically not available to Schwab retail investors. These services generally are available to independent investment advisors on an unsolicited basis, at no charge to them so long as a total of at least \$10 million of the advisor's clients' assets are maintained in accounts at Schwab Advisor Services. These services are not otherwise contingent upon Ockham Wealth committing to Schwab any specific amount of business (assets in custody or trading commissions). Schwab's brokerage services include the execution of securities transactions, custody, research, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.</p> <p>For Ockham Wealth client accounts maintained in its custody, Schwab generally does not charge separately for custody services but is compensated by account holders through commissions and other transaction-related or asset-based fees for securities trades that are executed through Schwab or that settle into Schwab accounts.</p> <p>While Ockham Wealth believes that Schwab provides best execution, the commission rates/fees charged by Schwab may be higher or lower than those charged by other broker-dealers. In determining whether Schwab provides best execution, the Firm considers factors that it deems relevant, including, including among others, the value of research provided, reputation, execution capability, commission rates, responsiveness and the quality of service rendered.</p> <p>Best execution is not measured solely by reference to commission rates. Paying a broker a higher commission rate than another broker might charge is permissible if the difference in cost is reasonably justified by the quality of the brokerage services offered.</p> <p><b><u>Additional Compensation</u></b> Schwab Advisor Services also makes available to Ockham Wealth other products and services that benefit Ockham Wealth but may not directly benefit its clients' accounts. Many of these products and services may be used to service all or some substantial number of Ockham Wealth's accounts, including accounts not maintained at Schwab.</p> <p>Schwab's products and services that assist Ockham Wealth in managing and administering clients' accounts include software and other technology that (i) provide access to client account data (such as trade confirmations and account statements); (ii) facilitate trade execution and allocate aggregated trade orders for multiple client accounts; (iii) provide research, pricing and other market data; (iv) facilitate payment of Ockham Wealth's fees from its clients' accounts; and (v) assist with back-office functions, recordkeeping and client reporting.</p> <p>Schwab Advisor Services also offers other services intended to help Ockham Wealth manage and further develop its business enterprise. These services may include: (i) compliance, legal and business consulting; (ii) publications and conferences on practice management and business succession; and (iii) access to employee benefits providers, human capital consultants and insurance providers. Schwab may make available, arrange</p>

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	<p>and/or pay third-party vendors for the types of services rendered to Ockham Wealth. Schwab Advisor Services may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to the Firm. Schwab Advisor Services may also provide other benefits such as educational events or occasional business entertainment of Ockham Wealth personnel.</p> <p>Schwab has also agreed to provide Ockham Wealth with assistance in the amount of \$10,000 to use towards marketing and technology software support with the expectation that at least \$30 million of the Firm's clients' assets are maintained in accounts at Schwab in a certain time period. As a fiduciary, Ockham Wealth endeavors to act in the best interests of its clients. However, Ockham Wealth's recommendation that clients maintain their assets in accounts at Schwab may be based in part on benefits provided to Ockham Wealth. The Firm may take into account the availability of some of the foregoing products and services and other arrangements as part of the total mix of factors it considers and not solely on the nature, cost or quality of custody and brokerage services provided by Schwab, which may create a potential conflict of interest.</p> <p><b><u>Miscellaneous</u></b></p> <p><i>Proxy Voting</i> Ockham Wealth will not take any action or render any advice with respect to voting of proxies solicited by, or with respect to, the issuers of securities in which client's assets may be invested. All proxy related materials received directly by Ockham Wealth will be forwarded to the client for direct action.</p> <p><i>Class Action Lawsuits</i> From time to time, securities held in the accounts of clients will be the subject of class action lawsuits. Ockham Wealth has no obligation to determine if securities held by the client are subject to a pending or resolved class action lawsuit. Ockham Wealth 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, Ockham Wealth 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.</p> <p>Where Ockham Wealth 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.</p> <p><i>Aggregation of Orders</i> The firm does not aggregate transactions for multiple client accounts. Accordingly, clients may receive different prices for the same securities transactions. Furthermore, clients may not be able to buy or sell the same quantity of securities and may be charged higher fees or commissions, than if transactions were aggregated.</p> <p><i>Trade Errors</i> From time-to-time Ockham Wealth may make an error in submitting a trade order on a client's behalf. In these situations, Ockham Wealth 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</p>

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	<p>but not limited to, canceling the trade, adjusting an allocation, and/or reimbursing the account.</p> <p>If an investment gain results from the correcting trade, the gain will remain in the client's account unless the same error involved other client account(s) that should have received the gain, it is not permissible for the client to retain the gain, or Ockham Wealth confers with the client and the client decides to forego the gain (e.g., due to tax reasons).</p> <p>If the gain does not remain in the client's account and Schwab is the custodian, Schwab will donate the amount of any gain \$100 and over to charity. If a loss occurs greater than \$100, Ockham Wealth will pay for the loss. Schwab will maintain the loss or gain (if such gain is not retained in the client's account) if it is under \$100 to minimize and offset its administrative time and expense. Generally, if related trade errors result in both gains and losses in a client's account, they may be netted.</p>	

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