

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

Applicant: <b>Bartolf Wealth Advisors, Inc.</b>	SEC File Number:	Date: <b>07/28/2004</b>
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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of applicant exactly as stated in Item 1A of Part I of Form ADV:	IRS Empl. Ident. No.:
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Item of Form (identify)	Answer
Item 1.(A-D)	<p><b>INVESTMENT MANAGEMENT SERVICES</b></p> <p>Bartolf Wealth Advisors, Inc. ("Advisor" or "We") offers wealth management services to various categories of institutional and individual clients. Our service is implemented on a discretionary or non-discretionary basis, managed by us or sub-advisers we choose, and through separate investments in equities, mutual funds, bonds, cash-equivalents, and other instruments. The Advisor will provide investment consulting services that relate to matters such as allocation of assets among different classes, portfolio diversification, managing portfolio risk, and other general economic and financial topics. Account supervision is guided by the stated objectives of the client (i.e., maximum capital appreciation, growth, etc.), and all managed accounts will be maintained with an independent custodian.</p> <p>Any third party money managers recommended to clients will have full investment discretion, and trading authority, and shall have sole responsibility for the implementation of the investment program with respect to the client's account for which investment discretion has been delegated by the client and accepted by the institutional money managers. We will not place orders for transactions in the client's account or otherwise exercise trading authority over the account at any time when the account is being managed by an investment manager.</p> <p>Below are the guidelines that are followed when managing a client's portfolio:</p> <ol style="list-style-type: none"> <li>1) Client investment objectives are identified by assessing the client's risk tolerance based upon their age, income, education, need for cash flows, investment goals, and emotional tolerance for volatility. The information provided by the client will be collected during client meetings, interviews, and/or questionnaires;</li> <li>2) Strategies are developed and implemented through an optimal combination of investments;</li> <li>3) Capital market conditions and client circumstances are monitored; and</li> <li>4) Portfolio adjustments are made as appropriate to reflect significant changes in any or all of the above variables.</li> </ol> <p>In the event third party money managers are utilized, the Advisor will select one or more registered investment advisors with varying styles and in turn recommend to clients to a particular investment advisor based on the client's individual needs and objectives. In addition, the Advisor reserves the authority to hire or terminate money managers. The Advisor monitors the performance of the third party money manager.</p>

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	<p>For investment management services compensation is derived as fee income based upon the percentage of assets under management. The compensation method is explained and agreed with the clients in advance before any services are rendered. The compensation for our services, which include developing and implementing an investment policy and objectives, formulating a quantitatively driven asset allocation analysis and recommendation, monitoring a client's investment results, selecting and monitoring sub-advisers is as follows:</p> <p><b>Equities</b></p> <p>1% for the first 1 million            .75% for the next 2 million            .50% for the next 7 million            .33% for over 10 million</p> <p><b>Bonds</b></p> <p>.4% for the first 1 million            .3% for the next 2 million            .2% for the next 7 million            .1% for over 10 million</p> <p><b>Mutual Funds</b></p> <p>.5% for the first 1 million            .4% for the next 2 million            .3% for the next 7 million            .25% for over 10 million</p> <p><b>Outside Managers</b></p> <p>1.25% for the first 1 million            1% for the next 2 million            .75% for the next 7 million            .5% for over 10 million</p> <p>The amount of the fee is negotiated on a case by case basis with the client, and is determined based upon a number of factors including the amount of work involved,</p>

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	<p>the assets placed under management and the attention needed to manage the account.</p> <p>Fees will be billed in arrears at the end of each calendar quarter. Any contributions and/or withdrawals made during a calendar quarter may cause an adjustment to the advisory fee. Fees will generally be deducted directly from the client's investment management account pursuant to a written agreement. Investment advisory services begin with the effective date of the Agreement, which is the date the client signs the Investment Advisory Agreement. For that calendar quarter, fees will be adjusted pro rata based upon the number of calendar days in the calendar quarter that the Agreement was effective.</p> <p>Either the Advisor or the client may terminate the Agreement at any time. Notice of termination must be given to the other party in writing. The client is responsible to pay for services rendered until the termination of the agreement. The client can cancel the Agreement without penalty within the first five days after the signing of the Agreement.</p> <p>Clients should be aware of their responsibility to verify the accuracy of the fee calculation submitted to the custodian by the Advisor, as the custodian will not determine whether the fee has been properly calculated. The Advisor will provide the client with a separate copy of each invoice, setting forth the basis for the calculation. Advisor will not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of the client. Advisory fees charged by the Advisor are separate and distinct from fees and expenses charged by mutual funds, which may be recommended to clients. A description of these fees and expenses are available in each fund's prospectus.</p> <p>These fees are for advisory services only and do not include other costs that the Client may incur including but not limited to transaction fees, commission, or other management fees charged by non-affiliated third parties including investment managers (sub-advisors) that are recommended to clients.</p>	

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	<p><b>FINANCIAL PLANNING SERVICES</b></p> <p>Advisor provides a wide array of general personal financial planning services including retirement planning, estate planning, and income tax guidelines. Advisor will collect pertinent data from the client through personal interviews and written questionnaires. A written summary may be provided to the client highlighting specific recommendations to the client regarding their individual needs.</p> <p>Advisor's fee for Planning Services is \$100 per hour. Such fees shall be mutually agreed upon by the client and representative, and shall be due and payable when services are rendered.</p> <p>A client may cancel the financial planning agreement and receive a full refund if Advisor is notified within five business days after signing an agreement. If cancellation occurs thereafter, the client is responsible only for expenses incurred to that point. In such an event, an itemized invoice will be provided documenting the expenses that have been incurred.</p>	
Items 3 (L)	<p><b>TYPES OF INVESTMENTS</b></p> <p>As discussed above in Item 1, Advisor may utilize sub-advisors when managing client portfolios and therefore will provide advice on other investment advisors.</p>	
Item 6	<p><b>EDUCATION AND BUSINESS BACKGROUND</b></p> <p>Douglas J. Bartolf</p> <p>Year of Birth: 1962</p> <p>Formal Education after High School: Miami University, BS Finance, 1984</p> <p>Business Background for the Preceding Five Years:</p> <ul style="list-style-type: none"> <li>July 2004 to Present President, Bartolf Wealth Advisors, Inc.</li> </ul>	

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	<ul style="list-style-type: none"> <li>• May 1996 to September 2004 Investment Specialist, Banc One/NBD</li> <li>• February 1986 to May 1996 Trust Advisor, Chemical Bank</li> </ul>	
Item 9 (E)	<p><b>PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS</b></p> <p>Advisor and its employees may buy and sell the same securities that may be recommended to clients. If the possibility of a conflict or interest occurs, the client's interest will prevail. It is the policy of Advisor that priority will always be given to the client's orders over the orders of an employee of the Advisor. Furthermore, Advisor maintains a list of all security holdings for itself, members, and employees of the Advisor. This file is reviewed on a regular basis by the President or an appointed supervisor, to ensure compliance with its policy.</p>	
Item 10	<p><b>CONDITIONS FOR MANAGING ACCOUNTS</b></p> <p>Generally, the minimum dollar value of assets required to set up an investment advisory account is \$500,000. However, Advisor has discretion to waive the account minimum. Accounts of less than \$500,000 may be set up when the client and Advisor anticipate the client will add additional funds to the accounts bringing the total to \$500,000 within a reasonable time. Other exceptions will apply to employees of Advisor and their relatives, or relatives of existing clients.</p>	

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Item 12 (A)	<p><b>INVESTMENT OR BROKERAGE DISCRETION</b></p> <p>When a client agrees to discretionary management, the Advisor will be responsible for asset allocation and selecting money managers. The only limitations on the investment authority will be those limitations imposed in writing by the client.</p> <p>If we retain a sub-adviser for the client we reserve discretion to hire and fire money managers on our client's behalf. The only limitations on the investment authority will be those limitations imposed in writing by the client. For the investment managers that we select to manage client assets, clients should review their disclosure document(s) for more information on their policy with regard to investment or brokerage discretion.</p> <p>Accounts we manage on a discretionary basis may receive more favorable executions when purchasing or selling securities than accounts managed on a non discretionary basis due to the fact that the Advisor must receive client authorization before placing a trade order.</p> <p>In the course of providing our services, we (and the sub-advisers we select to manage a portion of the funds' assets) will execute trades for our clients (directly or through the funds) through broker-dealers. When a client has given us broker discretion, there is no restriction on the brokers we may select to execute client transactions. Our general guiding principle is to trade through broker-dealers who offer the best overall execution under the particular circumstances. With respect to execution, we consider a number of factors, including the actual handling of the order, the ability of the broker-dealer to settle the trade promptly and accurately, the financial standing of the broker-dealer, the ability of the broker-dealer to position stock to facilitate execution, our past experience with similar trades, and other factors which may be unique to a particular order. Based on these judgmental factors, we may trade through broker-dealers that charge fees that are higher than the lowest available fees.</p> <p>In addition, broker-dealer fees may vary and be greater than those typical for similar investments if we determine that the research, execution and other services rendered by a particular broker merit greater than typical fees. Also, in certain instances we may execute over the counter securities transactions on an agency basis, which may result in advisory clients incurring two transaction costs for a single trade: a commission paid to the executing broker-dealer plus the market makers mark-up or mark-down.</p> <p>We may aggregate numerous clients' or funds' purchases or sales as a single transaction. Transactions are usually aggregated to seek a lower commission,</p>

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	<p>lower costs, or a more advantageous net price. The benefits, if any, obtained as a result of such aggregation, are generally allocated pro-rata among the accounts of the clients or the funds which participated in the aggregated transaction.</p> <p>The sub-advisers we choose may have different principles or policies with respect to execution of trades and selection of brokers. A sub-adviser's policies and procedures in this area are among the factors that we will consider in choosing a sub-adviser.</p>	
Item 12 (B)	<p><b>RECOMMENDING BROKERS/CUSTODIANS</b></p> <p>The Advisor recommends that its clients use Charles Schwab and Company, Inc. ("Schwab") as its custodian. The services provided by Schwab are a factor in the firm's suggestion that clients use Schwab, whose services will ordinarily include monthly and at least quarterly account statements to clients. Schwab will also provide the Advisor with computer software services whereby the firm can place orders and obtain up to date review of client accounts.</p> <p>Based upon the above, in general, clients will not pay commissions higher than those obtainable from other brokers in return for Schwab services because Schwab's low commission structure is fundamental to its operation. However, the commission rates for certain customers may be higher or lower for identical or similar transactions, had they been executed at other broker/dealers.</p> <p>Investment decisions for each client are made independently for each client. Nevertheless, it sometimes happens that the same security may be appropriate for more than one client, so that the same security may be purchased or sold simultaneously for more than one client's account. When two or more clients are simultaneously engaged in the purchase or sale of the same security, the prices and amounts are allocated in accordance with procedures believed to be appropriate for each client. In most cases, the transaction will be averaged as to price with transaction costs shared pro rata based on each client's participation in the transaction. Available investments are allocated as to amount as nearly as practicable in proportion to the amounts desired to be purchased or sold for each such client. If an aggregated transaction is not filled completely, the Advisor will allocate the partially filled transaction on an equitable basis, either by a pro rata allocation or a random assignment of the allocation.</p> <p>The Advisor will aggregate transactions only if it believes that aggregation is in the best interests of the applicable clients, is consistent with its duty to seek best</p>	

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	<p>execution for its clients, and is consistent with the terms of its investment advisory agreement with each client for whom transactions are being aggregated. Employees of the Advisor may participate in orders that are bunched together. In no instance will the employee receive preferred pricing.</p> <p>In certain instances the Advisor may execute over the counter securities transactions on an agency basis, which may result in advisory clients incurring two transaction costs for a single trade: a commission paid to the executing broker-dealer plus the market makers mark-up or mark-down.</p>	
Item 13(A)	<p><b>ADDITIONAL COMPENSATION</b></p> <p>The Advisor participates in Charles Schwab's institutional program. As part of this program, the Advisor receives benefits that it would not receive if it did not provide investment advice to clients. While there is no direct affiliation or fee sharing arrangement between Charles Schwab and the Advisor, economic benefits are received by the Advisor which would not be received if the Advisor did not have an established relationship with Charles Schwab. These benefits do not depend on the amount of transactions directed by the Advisor to Charles Schwab. These benefits may include: A dedicated trading desk that services the Advisor's clients exclusively, a dedicated service group and an account services manager dedicated to the Advisor's accounts, access to a real time order matching system, ability to block client trades, electronic download of trades, duplicate and batched client statements, confirmations and year-end summaries, the ability to have advisory fees directly debited from client accounts (in accordance with federal and state requirements), a quarterly newsletter, access to Charles Schwab's mutual funds, and the ability to have custody fees waived.</p>	

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