

Walnut Hill Advisors, LLC

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March 31, 2012

This Brochure provides information about the qualifications and business practices of Walnut Hill Advisors, LLC “ADVISOR”, “We,” “Us,” “WHA,” “Our Firm”. If you have any questions about the contents of this Brochure, please contact us at (781) 393-0021 or chris@walnuthilladvisorsllc.com.

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.

Walnut Hill Advisors, LLC is a registered investment adviser. Registration of an Investment Adviser does not imply any level of skill or training. The oral and written communications of an Adviser provide you with information about which you determine to hire or retain an Adviser.

Additional information about Walnut Hill Advisors, LLC also is available on the SEC’s website at www.adviserinfo.sec.gov (SEC Number: 152729)

Item 2 – Material Changes

There have been no changes in the business of WHA since the firm was first registered as an investment advisor in January of 2010.

In the past we have offered or delivered information about our qualifications and business practices to clients on at least an annual basis. Pursuant to recent SEC Rules changes, we will ensure that you receive a summary of any materials changes to this and subsequent Brochures within 120 days of the close of our business' fiscal year. We may further provide other ongoing disclosure information about material changes as necessary.

We will further provide you with a new Brochure as necessary based on changes or new information, at any time, without charge.

Currently, our Brochure may be requested by contacting Christopher Grande, Principal at (781) 393-0021 or chris@walnuthilladvisorsllc.com. Our Brochure is also available on our web site www.walnuthilladvisorsllc.com, also free of charge.

Additional information about Walnut Hill Advisors, LLC is also available via the SEC's web site www.adviserinfo.sec.gov. The SEC's web site also provides information about any persons affiliated with Walnut Hill Advisors, LLC who are registered, or are required to be registered, as investment adviser representatives of Walnut Hill Advisors, LLC.

Item 3 -Table of Contents

Item 1 – Cover Page	1
Item 2 – Material Changes	2
Item 3 -Table of Contents	3
Item 4 – Advisory Business	4
Item 5 – Fees and Compensation	8
Item 6 - Performance-based Fees	12
Item 7 – Types of Clients.....	12
Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss.....	12
Item 9 – Disciplinary Information	13
Item 10 – Other Financial Industry Activities and Affiliations	14
Item 11 – Code of Ethics	15
Item 12 – Brokerage Practices	17
Item 13 – Review of Accounts	20
Item 14 – Client Referrals and Other Compensation.....	21
Item 15 – Custody	22
Item 16 – Investment Discretion	22
Item 17 – Voting Client Securities.....	23
Item 18 – Financial Information.....	24
Item 19 – Requirements for State-Registered Advisers.....	24

Item 4 – Advisory Business

A. Advisory Business

Walnut Hill Advisors, LLC operates its investment advisory and financial planning business as “Walnut Hill Advisors” and offers personalized investment advisory services to:

- Individuals
- pension and profit sharing plans
- trusts
- estates
- charitable organizations and
- corporations

The Firm’s services and fee arrangements are described in the following pages.

WHA is a limited liability company formed under the laws of the Commonwealth of Massachusetts. WHA is registered with the Commonwealth of Massachusetts (“MA”) as an investment adviser in compliance with the Massachusetts Uniform Securities Act (“MA Act”) and applicable portions of the Investment Adviser Act of 1940 (“the Act”). This narrative provides clients with information regarding WHA and the qualifications, business practices, and nature of advisory services that clients should consider before becoming an advisory client of WHA.

Please contact Christopher A. Grande, Principal, if you have any questions about this form. Additional information about WHA is available on the Internet at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. The CRD number for WHA is 152729.

Individuals associated with WHA will provide its investment advisory services pursuant to a written investment advisory “agreement.” Investment advisory services begin with the effective date of the investment advisory agreement. The Agreement continues until terminated by either party providing thirty (30) day written notice to the other. These individuals are appropriately licensed, qualified, and authorized to provide advisory services on behalf of WHA. Such individuals are known as Investment Adviser Representatives (IARs).

B. Types of Services

- Investment Management Services
- Financial Advisory Consulting Services

INVESTMENT MANAGEMENT SERVICES

PORTFOLIO MONITORING & ASSET ALLOCATION SERVICES

WHA will provide asset allocation services and/or portfolio monitoring/review services to clients on a continuous basis. Clients may be offered this service on either:

1. A discretionary basis, which means you authorize WHA to buy and sell for you at the time we choose, without obtaining client permission for each and every trade
2. Or non-discretionary basis, which means WHA must consult with you to obtain your consent before every trade.

All client assets will be held by a third-party custodian bank, trust company, or broker-dealer that is not affiliated with WHA. Most of WHA's clients choose TD Ameritrade, Inc. or its clearing broker TD Ameritrade Clearing, Inc. for execution and custodian services; and enter into separate agreements with these firms to provide these services. If the client chooses TD Ameritrade, Inc. or its clearing broker TD Ameritrade Clearing, Inc. (hereinafter collectively referred to as "TDA Institutional"), all transactions will be executed by TDA Institutional (subject to WHA's best execution obligations, discussed below) and all assets will be held by TDA Institutional as custodian.

Note: This means that we will have no authorization or ability to remove funds or securities from your account. We can only buy or sell within the account. We can only arrange to have TD Ameritrade, Inc. send you funds and/or securities from your account if proper authorizations have been signed.

As part of this service, WHA and its IARs will assist the client in determining their:

- investment goals and objectives
- risk tolerance,
- and retirement plan time horizon

We will use these factors in order to create an initial portfolio allocation designed to complement their educational, home ownership, and retirements funds goals and objectives. We will create a portfolio that may contain individual stocks, bonds, no-loads funds, load-waived funds, and/or other securities upon engaging the Firm's services. Such portfolios may also consist of variable life and/or variable annuity sub-accounts, which the IARs may have already sold to clients, on a full commission basis.

Portfolios will be initially designed to meet a particular investment goal, which we and the client have determined to be appropriate for the client's circumstances. We will usually set out in writing these parameter in an Investment Policy Statement ("IPS"). Once the appropriate portfolio has been determined, the IAR will review the portfolio at least

quarterly and, if necessary, rebalance or change such portfolio, based upon the client's individual needs and stated goals and objectives. Clients will have the ability to place reasonable restrictions on the types of investments to be held in the portfolio.

Our strategy, generally, will be to seek long term portfolio growth while providing clients with access to the personal advisory services of its IARs on at least an annual basis, or more often, depending upon our agreement with each client. These general investment policies are subject to the client's particular IPS covering each client account.

WHA or the client may terminate the advisory agreement it has with WHA within five days of the date of acceptance without penalty to the client. After the five-day period, either party, upon written notice to the other, may terminate the agreement. Clients will receive, where applicable, a pro-rated refund of any prepaid advisory fees. Such pro-rated refunds will be based upon actual services and termination costs incurred up to and at the time of the termination of the Firm's services.

FINANCIAL ADVISORY CONSULTATION SERVICES

Financial Advisory and Consulting Services will typically involve providing a variety of services, principally advisory in nature, to clients regarding the management of their financial resources based upon an analysis of their individual needs. We begin the process typically with an initial complementary consultation. If during or after the initial consultation, the prospective client decides to engage us (WHA) for financial planning services, we will collect pertinent information about the client's personal and financial circumstances. WHA will conduct follow up meetings for the purposes of reviewing and/or collecting financial data, as necessary. Once such information has been reviewed and analyzed, we will produce and present a written financial strategy, designed to help achieve the client's expressed financial goals and objectives.

Some clients may only require advice on a single aspect of the management of their financial resources. For these clients, We offer general consulting services that address only those specific areas of interest or concern, depending on each client's unique circumstances.

A client may act on recommendations made by WHA by placing securities transactions with any brokerage firm the client chooses. The client is under no obligation to act on our financial planning and/or consultation recommendations. Moreover, if the client elects to act on any of the recommendations, the client is under no obligation to implement the financial plan or consultation through WHA.

Either party may terminate the financial planning or consultation agreement within five days of the date of acceptance without penalty to the client. After the five-day period, either party may terminate the financial planning or consultation agreement by providing written notice to the other party. If the financial planning or consultation agreement is terminated in this manner, fees will be returned to the client pro rated for work already performed.

C. Tailoring Services to the Needs of Our Clients

We work with clients to develop a financial profile and determine appropriate investments, investment time-frames, and levels of risk. The profile is developed as follows:

1. Gather client information.
2. Consult with client to determine goals and objectives.
3. Review basic financial data which may include overviews of assets and liabilities, cash flow, tax situation, short-term events, long-term goals, risk management, and estate structures.
4. Identify the need for additional professional advice re: legal, tax, etc.

(CLIENTS MAY IMPOSE REASONABLE RESTRICTIONS ON INVESTMENTS BASED ON PERSONAL ETHICS, RELIGION OR OTHER FACTORS WHICH WILL BE AGREED TO IN THE CLIENT AGREEMENT)

D. SELECTION, RECOMMENDATION, DUE DILIGENCE, AND PERFORMANCE APPRAISAL OF THIRD PARTY INVESTMENT ADVISORY SERVICES

In addition to managing client accounts directly, the Firm and its IARs will, under certain circumstances, recommend that a client engage (for all or a portion of its portfolio) a Third Party Investment Advisory (TPIA) Service to provide additional services or expertise that WHA believes will be beneficial to the client. This means for some clients having an outside firm make the investment buy and sell decisions for clients.

IARs of WHA will provide personal advisory services to their clients in the selection of a particular Third Party Advisory Service. Factors considered in the selection of a Third Party Advisory Service include but may not be limited to:

- (i) each individual IAR's preference for a particular Third Party Advisory Service;
- (ii) the client's risk tolerance, goals, and objectives, as well as investment experience; and,
- (iii) the size of the client's assets available for investment.

In addition, IARs of WHA receive compensation from these investment managers for referring clients – and because such compensation may differ depending on the individual agreement with each Third Party Advisory Service – IARs may have an incentive to recommend a particular Third Party Advisory Service over other investment managers with which WHA may have less favorable compensation arrangements or, alternative investment advisory programs, including programs offered through their own separately registered investment advisory entities. Specific compensation information will be disclosed to the client before entering into any TPIA service.

All securities transactions will be decided upon and executed by the Third Party Advisory Service.

In order to assist in the selection of a Third Party Advisory Service, we will typically gather

information from the client about the client's financial situation, investment objectives, and reasonable restrictions the client wants imposed on the management of the account.

Note: We may or may not need client approval to allocate assets to and away from the management of a TPIA, depending on whether our original advisory relationship was set up on a discretionary or non-discretionary basis.

We will periodically review reports provided to the client. An IAR will contact the client periodically, as agreed upon with each client, to:

1. review the client's financial situation and objectives,
2. communicate information to the Third Party Advisory Service managing the account as warranted
3. assist the client in understanding and evaluating the services provided by the Third Party Advisory Service.

We expect Clients to notify their IAR of any changes in their financial situation, investment objectives, or account restrictions. Clients may also directly contact the Third Party Advisory Service managing the account or sponsoring the program.

A complete description of the programs and services (including fees to be charged and other contractual information) is available through a Third Party Advisory Service and will be provided to clients upon receipt and review of the applicable Third Party Advisory Service's Form ADV and/or Brochure; investment advisory contracts; and account opening documents.

The list of approved unaffiliated Third Party Advisory Services is under periodic review and revision and is therefore subject to change. Clients should consult directly with their WHA IAR to confirm the most current list. In certain circumstances, certain Third Party Advisory Services may not be available to all clients.

E. Assets We Manage

As of December 31, 2011, Walnut Hill Advisors, LLC managed approximately \$7,808,000.

Item 5 – Fees and Compensation

A. We are compensated in three distinct ways:

- 1. An investment advisory fee based on a percentage of assets**
- 2. A fixed fee for consultation services**
- 3. Hourly for limited or specific consultation work**

Managed portfolio services are fee-based and clients are engaged under a specific agreement for services.

1. The annual investment advisory fee is negotiable and will be detailed in the client Agreement. The annualized investment advisory fee is a percentage of assets under management and is charged according to the following schedule:

<u>Portfolio Value</u>	<u>Advisory Fee</u>
Any Amount	1.50%

The advisory fee is paid to the Firm quarterly in advance and may be more or less than the above-stated amount, depending on the particular agreement that was negotiated with the client. The fee will be payable when the account is established, pro-rated for the first partial quarter, if applicable. Thereafter, the fee will be payable on the first day of each calendar quarter based on the asset value of the account as of the last business day of the prior quarter. Additional deposits to the account are subject to the same fee procedures. The Firm reserves the right to alter or negotiate the stated fees, depending on the individual client circumstances and the nature of the work performed by the Firm. WHA generally requires a minimum account size of \$250,000. Exceptions to the minimum account size may be separately negotiated on a case by case basis.

The advisory fee each client pays to the Firm does not include the cost of transaction charges, custodial fees, or other account service and maintenance fees that are assessed by TDA Institutional (or other custodians) for transactions, clearing, settlement, and servicing of each client account. These client transaction and account charges are deducted from the client's account in accordance with the agreement that each client executes with TDA Institutional.

WHA or the client may terminate the advisory agreement it has with WHA within five days of the date of acceptance without penalty to the client. After the five-day period, either party, upon written notice to the other, may terminate the agreement. Clients will receive, where applicable, a pro-rated refund of any prepaid advisory fees. Such pro-rated refunds will be based upon actual services and termination costs incurred up to and at the time of the termination of the Firm's services.

FINANCIAL ADVISORY CONSULTATION SERVICES

Financial Planning and Consulting Services will typically involve providing a variety of services, principally advisory in nature, to clients regarding the management of their financial resources based upon an analysis of their individual needs. The process typically begins with an initial complimentary consultation. If during or after the initial consultation, the prospective client decides to engage WHA for financial planning services, pertinent information about the client's personal and financial circumstances and objectives is collected. WHA will conduct follow up meetings for the purposes of reviewing and/or collecting financial data, as necessary. Once we have reviewed and analyzed this information, we will produce and present a written financial plan to the client - designed to achieve the client's expressed financial goals and objectives.

The services described above are provided on a fixed fee basis that ranges from \$300 to \$3,000, depending upon the nature and complexity of each client's circumstances. Alternatively, hourly fees of \$150 may be charged by WHA for the services described above. The Firm reserves the right to alter or negotiate the stated fees, depending on the individual client circumstances and the nature of the work performed by the Firm.

The anticipated full fee is due and payable at the time the client financial planning or consultation services agreement is executed. In such circumstances, financial plans will be presented and consultations will be rendered to the client within 90 days of the agreement date, provided that all information needed to prepare the financial plan or render the financial consultation has been promptly provided by the client. If clients are in need of consulting services, they will be charged a fee of \$150 per hour. The Firm reserves the right to alter or negotiate the stated fees, depending on the individual client circumstances and the nature of the work performed by the Firm.

Some clients may only require advice on a single aspect of the management of their financial resources. For these clients, WHA offers general consulting services that address only those specific areas of interest or concern, depending on each client's unique circumstances.

GENERAL INFORMATION ON FEES & SERVICES

Fee Calculation: 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 (Section 205(a)(1) of the Investment Advisers Act of 1940). From time to time, small portions of positions will be sold to bring the cash account balance to the level required for automatic deduction of fees. Payment of fees will reduce the total investment return.

Negotiability of Fees: In certain circumstances, all of WHA's fees may be negotiable.

Note: WHA will never have custody of any client funds or securities. We recommend that clients use the services of a qualified and independent custodian, such as TDA Institutional, for all asset management services offered by or through WHA.

C. Advice offered by WHA may involve investments in mutual funds. All fees paid to WHA 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. Furthermore, there may be transaction charges involved with purchasing or selling of securities. WHA 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, WHA, and others to understand the total amount of fees to be paid by the client.

D. Termination of Advisory Relationship: A client agreement may be terminated at any time, by either party, for any reason upon receipt of prior written notice. Upon termination

of any account, any prepaid, unearned fees will be promptly refunded. The client has the right to terminate an agreement without penalty within five business days after entering into the agreement. In the event of withdrawal of funds or the termination of any account, any fees, commissions or other expenses associated with rebalancing or liquidating the account holdings may be assessed to the client's account.

The specific manner in which WHA charges fees is established in a client's written Agreement with WHA. WHA will generally bill its fees on a quarterly basis in advance. Clients may elect at their request to be billed directly for fees or to authorize us to directly debit fees from client accounts. Management fees shall not be prorated for each capital contribution and withdrawal made during the applicable calendar quarter. Accounts initiated or terminated during a calendar quarter will be charged a fee. Upon termination of any account, any prepaid, unearned fees will be promptly refunded, and any earned, unpaid fees will be due and payable.

E. No Investment Advisor Representative of our firm accepts any compensation for the sale of securities or other investment products, including asset based charges or service fees from the sale of mutual funds.

WHA is not affiliated with any broker-dealer. We recommend our clients use TD Ameritrade Institutional, Inc. for reasons outlined above but will use another custodian if the client chooses.

We do not earn any commissions from the sale of investments, or other commission-type expenses sometimes called markups or spreads.

Note: Item 12 further describes the factors that WHA considers in selecting or recommending broker-dealers for *client* transactions and determining the reasonableness of their compensation (*e.g.*, commissions).

Item 6 – Performance-Based Fees and Side-By-Side Management

WHA does not charge any performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client).

Item 7 – Types of Clients

WHA provides investment advisory services for a variety of clients including:

- Individuals, including high net worth individuals
- Corporations
- Charitable funds, trusts, and foundations
- Trusts
- Pension and profit sharing plans

Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss

“Investing in securities involves risk of loss that clients should be prepared to bear.”

A. About Christopher Grande

Christopher Grande is **WHA’s Principal & Chief Investment Officer**. He has an extensive network of outside research consultants and conducts fundamental analysis on all securities recommended for client accounts. This analysis varies depending on the security in question. For stocks and bonds the analysis generally includes a review of:

- The issuer’s management;
- The amount and volatility of past profits or losses;
- The issuer’s assets and liabilities, as well as any material changes from historical norms;
- Prospects for the issuer’s industry, as well as the issuer’s competitive position within that industry; and
- Any other factors considered relevant.

For mutual funds and ETFs the analysis generally includes a review of:

- The fund’s management team;
- The fund’s historical risk and return characteristics;
- The fund’s exposure to sectors and individual issuers;
- The fund’s fee structure; and

- Any other factors considered relevant.

Our Investment Committee is led by Chris Grande, the Chief Investment Officer. Investments are evaluated independently, as well as in the context of clients' existing holdings and sector exposures which is discussed at client meetings.

We primarily invest for growth and value realization, with an intention on medium to long term holding of investments. However, market developments, such as a stock gaining value more quickly than expected, could cause us to sell securities more quickly.

B. Generally, investing in stocks , bonds, ETF's and other market instruments expose clients to various risks including but not exclusive to:

- a. Market risk – general fluctuations in the market
- b. Economic risk – risk of the economy slowing down, hurting corporate profits
- c. Interest rate risks – for example, higher rates often attract investors to guaranteed instruments such as CD's and could cause declines in stocks and bonds.
- d. Political risk – instability politically anywhere in the world could affect markets. For example, problems in oil producing countries could cause oil prices to rise, which could increase costs for many companies, hurting profits and their stock prices.
- e. Company risk – specific companies might be hurt if their product becomes less attractive to the market, if competitors gain market share, or if management is engaging in negligent or criminal behavior.
- f. Advisor risk – there is risk that we may not choose investments that perform as we expect them to. As humans, we are not perfect and clients should understand that.

All investing involves a risk of loss. You as a client should be prepared for losses if you invest in the stock market.

Depending on a client's investment objectives, WHA might engage in short selling or option writing. All investing involves a risk of loss, however, the use of short selling and option writing may pose additional risks that are discussed in detail with any clients who are considering the use of these investment vehicles.

C. We do not favor any particular type of investment over another kind

For example, we do not generally favor consumer stocks versus industrial stocks. We attempt to keep an open mind as we formulate our outlook for the investing horizon. However, there may be times when in our view, a certain sector or type of investments will behave more favorably over a certain time period, and we will overweight investment in that area.

Item 9 – Disciplinary Information

Walnut Hill Advisors, LLC and its employees have no reportable disciplinary history.

Item 10 – Other Financial Industry Activities and Affiliations

OTHER BUSINESS ACTIVITIES

- A. Neither our firm nor any employee of Walnut Hill Advisors, LLC has any relationship with a registered Broker-Dealer. We have no application pending to register with a broker-dealer.
- B. No member of management of our firm are registered or intend to register as a futures commission merchant, commodity pool operator, commodity trading advisor (CTA), or as an associated person of any commodities firm.
- C. Material Relationships
 1. Walnut Hill Advisors, LLC holds a corporate insurance license. Certain Investment Advisor Representatives (IARs) of Walnut Hill Advisors, LLC, in their individual capacities, are agents for various insurance companies. As such, these individuals in their separate capacity as insurance agents, have the ability to purchase insurance products for clients. They will receive separate, yet customary compensation for this. Clients, however, are under no obligation to engage these individuals when considering implementation of insurance transactions. The implementation of any or all insurance products is solely at the discretion of the client.
 2. WHA has an arrangement with EverBank, of Jacksonville, Florida, an FDIC insured federal savings association that compensates WHA under certain circumstances. From time to time WHA recommends to its clients certain banking products (non-securities), such as certificates of deposit, deposit, and money market accounts. For referring clients to EverBank, WHA may receive referral fees of up to 0.50% of assets directed by WHA to EverBank on an annual basis. WHA is not an affiliate of EverBank and does not participate in any way in the management of client assets deposited with EverBank. A conflict of interest therefore exists that could affect the objectivity of WHA in directing clients to EverBank. In addition, because of the familiarity of WHA representatives with products offered through EverBank, WHA may prefer EverBank products to other banking and deposit products

OTHER COMPENSATION

WHA recommends that clients establish brokerage accounts with the TD Ameritrade Institutional, Inc., a registered broker-dealer, Member SIPC/NYSE, to maintain custody of clients' assets and to effect trades for their accounts. TD Ameritrade provides WHA with access to its institutional trading and operations services, which are typically not available to TD Ameritrade retail investors.

TD Ameritrade's services include 1) research, 2) brokerage, 3) custody, 4) access to mutual funds and 5) other investments that are otherwise available only to institutional investors or would require a significantly higher minimum initial investment. TD Ameritrade also makes available to WHA other products and services that benefit WHA but may not benefit its clients' accounts directly. Some of these other products and services assist WHA in managing and administering clients' accounts. These include software and other technology that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts), provide research, pricing information and other market data, facilitate payment of WHA's fees from its clients' accounts, and assist with back-office support, recordkeeping and client reporting. Many of these services generally may be used to service all or a substantial number of WHA's accounts, including accounts not maintained at TD Ameritrade.

TD Ameritrade may also provide WHA with other services intended to help WHA to manage and further develop its business enterprise. These services may include consulting, publications and presentations on practice management, information technology, business succession, regulatory compliance, and marketing. In addition, TD Ameritrade may make available, arrange and/or pay for these types of services to WHA by independent third parties. TD Ameritrade 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 WHA.

While as a fiduciary, WHA's goal is to act in its clients' best interests, WHA's recommendation that clients maintain their assets in accounts at TD Ameritrade may be based in part on the benefit to WHA of the availability of some of the foregoing products and services.

Item 11 - Code of Ethics

A. WHA has adopted a Code of Ethics expressing the firm's commitment to ethical conduct. WHA's Code of Ethics describes the firm's fiduciary duties and responsibilities to clients, and sets forth WHA's practice of monitoring the personal securities transactions of supervised persons with access (access persons) to client information.

B. Individuals associated with WHA may buy or sell securities for their personal accounts identical to or different than those recommended to clients. It is the expressed policy of WHA that no person employed by WHA shall prefer his or her own interest to that of an advisory client or make personal investment decisions based on the investment decisions of advisory clients. Since we believe in "eating our own cooking," we will often have many of the same investments that we recommend to our clients' accounts. Sometimes we invest a small portion of assets to follow a company long before recommending the clients invest - this is typically done with micro-cap and small-cap companies.

Note: we are not a registered broker-dealer and do not have a principal/dealer relationship with any client.

C. To supervise compliance with its Code of Ethics, WHA requires that anyone associated with this firm with access to advisory recommendations provides duplicate brokerage statements quarterly to the firm's Chief Compliance Officer. These are reviewed and kept on file. WHA requires such access persons to also receive approval from the Chief Compliance Officer prior to investing in any private placements (limited offerings) or IPOs.

WHA requires that all individuals must act in accordance with all applicable Federal and State regulations governing registered investment advisory practices. WHA's Code of Ethics further includes the firm's policy prohibiting the use of material non-public information. Any individual not in observance of the above may be subject to disciplinary measures. WHA will provide a complete copy of its Code of Ethics to any client or prospective client upon request to the Chief Compliance Officer at WHA's principal address.

We have adopted a Code of Ethics for all supervised persons of the firm describing its high standard of business conduct, and fiduciary duty to its clients. The Code of Ethics includes provisions relating to the confidentiality of client information, a prohibition on insider trading, a prohibition of rumor mongering, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things. All supervised persons at WHA must acknowledge the terms of the Code of Ethics annually, or as amended.

WHA anticipates that, in appropriate circumstances, consistent with clients' investment objectives, we will buy/sell some of the same securities for clients that employees and associates of WHA own. WHA's employees and persons associated with WHA are required to follow WHA's Code of Ethics. Subject to satisfying this policy and applicable laws, officers, directors and employees of WHA and its affiliates may trade for their own accounts in securities which are recommended to and/or purchased for WHA's clients.

The Code of Ethics is designed to assure that the personal securities transactions, activities and interests of the employees of WHA will not interfere with (i) making decisions in the best interest of advisory clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts. Under the Code certain classes of securities have been designated as exempt transactions, based upon a determination that these would materially not interfere with the best interest of WHA's clients. In addition, the Code requires pre-clearance of many transactions, and restricts trading in close proximity to client trading activity. Nonetheless, because the Code of Ethics in some circumstances would permit employees to invest in the same securities as clients, there is a possibility that employees might benefit from market activity by a client in a security held by an employee. Employee trading is continually monitored under the Code of Ethics, and to reasonably prevent conflicts of interest between WHA and its clients.

Certain affiliated accounts may trade in the same securities or similar securities (for example, such as warrants or options) with client accounts on an aggregated basis when consistent with WHA's obligation of best execution. In such circumstances, the affiliated and client accounts will share commission costs equally and receive securities at a total average

price. WHA will retain records of the trade order (specifying each participating account) and its allocation, which will be completed prior to the entry of the aggregated order. Completed orders will be allocated as specified in the initial trade order. Partially filled orders will be allocated on a pro rata basis. Any exceptions will be explained on the Order.

WHA's clients or prospective clients may request a copy of the firm's Code of Ethics by contacting Chris Grande at 781.393.0021 or chris@walnuthilladvisorsllc.com.

It is WHA's policy that the firm will not make any principal or agency cross securities transactions for client accounts. WHA will also not cross trades between client accounts. Agency cross transactions may arise where an adviser is dually registered as a broker-dealer or has an affiliated broker-dealer. No one as of March 31, 2012 at Walnut Hill Advisors, LLC is dually registered nor is there any intention to be at this time.

PRIVACY POLICY

WHA 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.

WHA 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's account, WHA may share some information with its service providers, such as transfer agents, custodians, broker/dealers, accountants, and lawyers.

WHA 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. It is 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 a customer, or as required by law.

A copy of Firm's privacy policy notice will be provided to each client prior to, or contemporaneously with, the execution of the advisory agreement. Thereafter, WHA will deliver a copy of the current privacy policy notice to its clients on an annual basis.

Note: we have adopted a Written Information Security Program (WISP) in accordance with Massachusetts law.

Item 12 - Brokerage Practices

A. BROKERAGE RECOMMENDATIONS

WHA participates in the TDA Institutional, Inc. program. TDA Institutional, Inc. (TDAI) is not affiliated with WHA. TDAI offers to independent investment advisers, such as WHA, services that include custody of securities, trade execution, clearance and settlement of

transactions. WHA receives some benefits from TDA Institutional through its participation in the program (Please see the disclosure in Item 10. above under “Other Compensation”).

In certain cases, WHA has obtained the written consent of clients to engage in discretionary trading of securities. Such discretion is limited to the authority to select securities to be bought or sold and/or the amount of securities to be bought or sold. WHA does not possess the authority without the client’s consent to determine the broker or dealer to be used or the commission rates paid. Due to the agreements most WHA clients have in place with WHA and TDA Institutional, absent special circumstances, it is usually most advantageous to the client for WHA to execute client trades through TDA Institutional and not through other broker-dealers.

WHA reasonably believes that in the case of managed accounts, TDA Institutional’s blend of execution services, commission and transaction costs, as well as professionalism, allows WHA to seek best execution and competitive prices. And we believe these services allow us to recommend TDA Institutional for the establishment of a brokerage account. At all times, financial planning clients are free to execute their plan recommendations through any broker-dealer without the assistance of WHA or its investment advisory representatives. As mentioned previously, many WHA clients grant WHA discretionary authority over the selection and amount of securities to be bought and/or sold for their account without obtaining their prior consent or approval. In such cases, the discretionary trading authority will allow WHA to take advantage of time-sensitive market conditions in securities, which are consistent with the client’s prior stated investment objectives. However, WHA’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.

ADDITIONAL COMPENSATION

While WHA, and its associated persons, endeavor at all times to put the interest of the clients first as part of their fiduciary duty, clients should be aware that receipt of additional compensation in itself creates a potential conflict of interest.

As disclosed under Item 12.B. above, WHA participates in TDA Institutional’s institutional customer program and WHA may require clients to maintain accounts with TDA Institutional in order to share in the cost saving advantages that WHA can pass on to its clients for execution and custodian services. There is no direct link between WHA’s participation in the program and the investment advice it gives to its clients, although WHA receives economic benefits through its participation in the program that are typically not available to TDA Institutional’s retail customers. These benefits may 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 WHA 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 WHA by third party vendors.

TDA Institutional may also have paid for business consulting and professional services received by WHA's related persons and may also pay or reimburse expenses (including travel, lodging, meals and entertainment expenses) for WHA's personnel to attend conferences or meetings relating to the program or to TDA Institutional's advisor custody and brokerage services generally. Some of the products and services made available by TDA Institutional through the program may benefit WHA but may not benefit, directly or at all, its client accounts. These products or services may assist WHA in managing and administering client accounts, including accounts not maintained at TDA Institutional. Other services made available by TDA Institutional are intended to help WHA manage and further develop its business enterprise. The benefits received by WHA or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TDA Institutional.

As part of its fiduciary duty to clients, WHA endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by WHA or its related persons, in and of itself, creates a potential conflict of interest and may indirectly influence WHA's choice of TDA Institutional for custody and brokerage services.

Soft dollar benefits (WHICH ARE NON-CASH BENEFITS – USUALLY A SERVICE) are not proportionally allocated to any accounts that may generate different amounts of the soft dollar benefits.

B. AGGREGATION OF ORDERS

Generally, WHA will aggregate orders with respect to a security if such aggregation is consistent with achieving best execution for the various client accounts. When orders are aggregated, each participating account receives the average share price for the transaction and, if applicable, bears a proportionate share of all transaction costs, based on each account's participation in the transaction, subject to the Firm's discretion depending on factual or market conditions and the duty to achieve best execution for client accounts. Clients participating in block trading may include proprietary or related accounts. Such accounts are treated as client accounts and are given neither preferential nor inferior treatment versus other client accounts.

Allocations of orders among client accounts must be made in a fair and equitable manner. Generally, allocations among accounts with the same or similar investment objective are

made pro rata based on the size of the accounts. There is no allocation to an account or set of accounts based on account performance or the amount or structure of management fees. However, the following factors may justify an allocation that deviates from the general rule:

1. Specific allocations may be chosen based on an account's existing positions in securities.
2. Specific allocations may be chosen because of the cash availability of one or more particular accounts.
3. Specific allocations may be chosen based on a partial fill of the block trade.
4. Specific allocations may be chosen for tax reasons.
5. Specific allocations and orders of allocation may be chosen due to the liquidity of the security being traded.
6. Other situation-specific reasons.

WHA will receive no additional compensation or remuneration of any kind due to the aggregation of client trades.

Item 13 – Review of Accounts

Review of Investment Management Accounts

We continually monitor securities within investment management accounts. We review accounts as to 1) asset allocation, 2) individual holdings, 3) suitability, and 4) performance. Reviews of holdings used for client portfolios are performed by the Investment Committee on at least monthly basis.

The Investment Committee is comprised of Chris Grande. The Committee may invite contributions and also enlist the services of the Chief Compliance Officer, WHA analysts and IARs.

The Firm's internal review process includes research on global economic conditions and keeping updated on client positions by reading company press releases, presentations, and SEC documents for stocks, REITs, bonds, and other individual securities, and reviewing holdings and manager commentary for mutual funds, closed end funds, separately-managed accounts (SMAs), and ETFs.

We brief clients on current net worth, value of investments (including change in value), and reasoning for holding, buying, or selling positions at review meetings scheduled with clients at least annually. We develop an Investment Policy Statement ("IPS") for each client at the beginning of each new client relationship and is updated when circumstances change.

Reporting of Asset Management Accounts

In addition to the monthly statements and confirmations of transactions that Investment Supervisory Services clients receive from their designated custodian (TDAI), WHA makes periodic reports available to all clients showing their portfolio's financial profile and summary & description of holdings (note: we do not create in house statements). We consult clients at meetings annually or more often (depending on relationship), wherein comments are provided about progress in achieving goals and consideration of resetting goals.

Reports may include asset summary reports, balance change between meetings, balance change since inception, progress towards goals and summary of account types. Clients will receive regular statements from their custodian either quarterly or monthly.

Review of Financial Planning Relationships

We will devote a major portion of each financial planning review to monitoring client progress toward his/her stated goals and a review of their progress toward achieving those goals. Changes in the client's personal circumstances or goals, as well as changes in the legal, tax or investment environment, would be factored into an analysis of the updated financial information. WHA will recommend changes, if necessary, in strategies to assist the client in meeting his/her financial goals, and provide the client with an updated plan of action or other appropriate written analysis.

Reporting of Financial Planning Relationships

As with reporting in our investment management relationships, we will devote a major portion of each financial planning review to monitoring client progress toward his/her stated goals and a review of their progress toward achieving those goals. Changes in the client's personal circumstances or goals, as well as changes in the legal, tax or investment environment, would be factored into an analysis of the updated financial information.

Reports may include balance sheet summaries, income planning summaries, asset summaries, insurance spreadsheets, and outlines of beneficiary planning. For each update or review, financial planning clients are responsible for providing all relevant updated financial information to the WHA Representative. WHA will not be responsible for updating an analysis due to material changes in the client's financial situation if the client fails to timely report such changes to the WHA financial planning representative.

Item 14 – Client Referrals and Other Compensation

- A. No firm provides economic benefit to us for providing investment advice to our clients. Occasionally, outside firms, such as insurance companies may offer awards and bonuses for certain levels of production of the sale of products such as insurance policies. These are not related to our advisory services. However, there

- may be a conflict of interest in a product sale if one firm offers an extra economic benefit for doing business and another firm does not.
- B. We do not compensate any unsupervised individuals or firms for client referrals, nor do we intend to.

At the time of their introduction to the firm, all potential clients are provided with a copy of Form ADV Part 2 and a copy of our privacy notice.

Item 15 - Custody

We previously disclosed in the “Fees and Compensation” section (Item 5) of this Brochure that our firm and the Client may authorize and arrange for the direct deduction of our advisory fees from Client accounts. As part of this billing process, the client’s custodian is advised of the amount of the fee to be deducted from that client’s account. On at least a quarterly basis, the custodian is required to send to the client a statement showing all transactions within the account during the reporting period.

Because the custodian does not calculate the amount of the fee to be deducted, it is important for clients to carefully review their custodial statements to verify the accuracy of the calculation among other things. Clients should contact us directly if they believe that there may be an error in their statement. Other than for the direct deduction of our advisory fees, our firm does not have actual or constructive custody of client accounts.

Item 16 - Investment Discretion

Most of WHA’s clients authorize the firm at the outset of an advisory relationship to select the identity and amount of securities to be bought or sold without prior consent (“discretionary authority”). Such discretion is to be exercised in a manner consistent with the stated investment objectives for the particular client account.

When selecting securities and determining amounts, WHA observes the investment policies, limitations and restrictions of the clients for which it advises, set forth in the Agreement or separate Limited Power of Attorney form. For registered investment companies, WHA’s authority to trade securities may also be limited by certain federal securities and tax laws that require diversification of investments and favor the holding of investments once made.

Investment guidelines and restrictions must be agreed to in writing by the Client and WHA.

Wrap Account Management

WHA manages client accounts through wrap fee programs sponsored by TD Ameritrade, Inc. TD Ameritrade, Inc generally enters into contracts with their clients to provide a variety of services for a predetermined fee. These fees typically include all or some of the following: outline of client goals and objectives, asset allocation strategy, selection of

advisors where appropriate, payment of the advisers' management fees, custody of client assets, execution of trades for the client at no additional fee or commission, and the monitoring of the investment performance on client assets.

It is the responsibility of the sponsoring organization to notify the client of the services provided by WHA and the portion of the attributable fee paid. As these programs are generally part of a multiple client program, they offer efficiencies to participating managers. As such, fees paid to WHA are lower than are otherwise available.

WHA manages our wrap fee accounts in the same manner as other accounts. However, wrap fee accounts may have lower account minimums than other accounts and therefore, we may not be able to manage them identically to larger accounts. For example, the smaller the size of the account, the less it is possible to efficiently hold certain small blocks of securities in the account.

Note: see Item 4.D for more information on use of Third Party Investment Advisors (TPIAs) and wrap accounts.

Item 17 – Voting Client Securities

Clients may obtain a copy of WHA's complete proxy voting policies and procedures upon request.

Generally, WHA will not vote proxies on behalf of clients. Nevertheless, on rare occasions and only at the client's request, WHA may offer clients advice regarding corporate actions and the exercise of proxy voting rights. Subject to Rule 206(4)-6 of the Investment Advisers Act, the Firm has established a Proxy Voting Policy. WHA's Compliance Manual states in part:

"WHA typically does not vote proxies. In cases where we must vote client proxies, our conduct is subject to Rule 206(4)-6 of the Investment Advisers Act. We understand our duty to vote client proxies and do so in the best interest of clients. WHA further understands that material conflicts between its interests and those of its clients with respect to proxy voting must be resolved before proxies are voted. In cases of real or perceived conflicts of interest, WHA may consult with a neutral third party, such as Institutional Shareholder Services, for advice on a particular proxy." Clients may request that the Firm provide them information on how proxies were voted.

Class Action Settlements

WHA will not handle or process any potential "class action" claims or similar settlements that clients may be entitled to for securities held in client accounts. We consider some of these decisions to require legal advice, which we are not qualified to provide. Clients will receive the paperwork for such claims directly from their account custodians. Each client

should verify with the custodian or other account administrator whether such claims are being made on the client's behalf by the custodian or if the client is expected to file such claims directly.

Item 18 – Financial Information

Registered investment advisers are required in this Item to provide you with certain financial information or disclosures about WHA's financial condition. WHA 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

Item 19 – Requirements for State-Registered Advisers

EDUCATIONAL AND BUSINESS BACKGROUND

Christopher A. Grande – Principal of the Firm, 2010 to present

Year of Birth: 1973

Education: B.A. Economics/History, Tufts University 1995

M.S. Investment Management, Boston University, 2006

Securities Qualifications: Series 65

Life and Health Insurance Licenses, Massachusetts

Business Background (last 5 years):

Financial Planner and Registered Representative

Investors Capital Corporation, Medford, MA

2001 - 2009

Christopher Grande is also a licensed insurance agent which encompasses approximately 10% of his time during the work week.