

Schedule F of Form ADV

Continuation Sheet for Form ADV Part II

Applicant: Wade Financial Group, Inc.	SEC File Number: 801-47676	Date: 09/01/2010
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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: Wade Financial Group, Inc.	IRS Empl. Ident. No.: 41-1768777
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Item 1.D

Advisory Services and Fees

Wade Financial Group, Inc. ("WFG") and its Associated Persons ("AP") will provide a variety of financial planning and investment advisory services to its clients ("Clients") as described below. The specific types of financial planning and investment advice to be provided to any particular Client will be stated in the Advisory Agreement WFG has with the Client and will vary depending upon the Client's needs and requests. The types of advice and services may include:

- | | | |
|--|---|--|
| <input type="checkbox"/> Asset Management Services | <input type="checkbox"/> Tax Planning Services | <input type="checkbox"/> Consulting Services |
| <input type="checkbox"/> Financial Planning Services | <input type="checkbox"/> Estate Planning Services | |

WFG's advisory services fall under one of two categories:

- **Wade Investments:** All Asset Management Services provided by WFG are found under the Wade Investment ("WI") category of advisory services. These services may or may not be in conjunction with other services available at WFG.
- **Wade Wealth Management.** The Wade Wealth Management ("WWM") category of services consists of WFG's complete package of services as listed above. These services are provided on a holistic basis, and include the services available under Wade Investments ("WI").

In addition to the description of the services provided, the fees and their payment are also set forth below.

Wade Wealth Management - Financial Planning Service ("WWM – FPS")

Approximately 2.0 percent of applicant's billings are derived from this service.

Wade Financial Group, Inc. ("WFG") offers a Financial Planning Service ("FPS"), which consists of two stages.

WWM – FPS Stage I: Provides a customized financial plan consisting of a written evaluation and analysis of the information provided by the Client regarding the Client's financial goals, objectives and current situation. The customized financial plan prepared may be comprehensive or segmented (focusing on only one or several areas). A comprehensive financial analysis typically includes/addresses the following areas:

- | | | |
|-------------------------|-----------------------------|----------------------------|
| • Financial Position | • Investment Planning | • Estate Planning |
| • Retirement Projection | • Accumulation Goals | • Income Tax Planning |
| • Insurance Review | • College Education Funding | • Mortgage/Debt Consulting |

WWM – FPS Stage II: Provides ongoing updating and review of the Client's original financial plan prepared by WFG in WWM – FPS Stage I. WWM – FPS Stage II is typically offered in conjunction with the ongoing management of Client's assets under one or more separate WI - AMS agreements.

FEES:

WWM – FPS Stage I:

Fees are typically paid to WFG via a check. The Client may also authorize the custodian holding the Client's funds and securities to deduct WFG fees directly from the Client's account in accordance with the summary invoices prepared and submitted by WFG. Fees for this service normally range from \$3,500 - \$10,000, depending upon the actual services provided. Hourly rates: \$75 to \$350 depending upon which WFG professionals are involved.

The fee for this service will be quoted on either a fixed fee or the client will be provided a billing range and billed for the services at the hourly rate. The total amount of fixed or hourly fees will be estimated in the Advisory Agreement that WFG has with the Client. The total fees may be higher than estimated. In this case, the client will be notified before additional charges are incurred. The estimated fee is payable when the Advisory Agreement with WFG is signed. The balance (if any) is due upon delivery of the planning service.

WWM – FPS Stage II:

For most Clients, these fees are included in the ongoing asset management fees charged under WI - AMS.

Wade Wealth Management - Tax Planning Services ("WWM – TPS")

Approximately 1.0 percent of applicant's billings are derived from tax planning services.

Wade Financial Group, Inc. ("WFG") offers tax planning services designed to assist clients with various tax situations. A brief description of these services is provided below.

Note: WFG is not an accounting firm and does not provide tax preparation services or legal advice. WFG will not prepare tax returns, but does provide value-added services.

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Year Round Tax Planning Service ("YRTPS")

Year Round Tax Planning Service ("YRTPS") features WFG CPAs who specialize in strategies that can reduce unnecessary taxes. In coordination with the Client's CPA, WFG generates potential tax savings ideas on a proactive basis throughout the year. This service is retained on a year-by-year basis.

FEES:

YRTPS comes in two levels: 1) Basic (\$1,500) and 2) Advanced (\$2,500). See the table below for details on each.

Comparison of YRTPS Advanced and Basic	
Advanced	Basic
<p><u>Data Gather</u></p> <ul style="list-style-type: none"> • Client gives WFG all source data used to prepare return • WFG reviews the client data and presents ideas to the Client and CPA for additional deductions and/or tax saving ideas before the tax return is prepared • WFG delivers the organized source data to the Client's CPA, with a list of missing items that the Client must provide to the CPA • Client is responsible for giving missing items to the CPA 	<p><u>Data Gather</u></p> <ul style="list-style-type: none"> • No data gathering provided
<p><u>Review Tax Return</u></p> <ul style="list-style-type: none"> • Line-by-line "audit" of tax return, from source data provided by Client to CPA • WFG reviews the tax return for missed opportunities and tax savings alternatives and discusses the opportunities with the Client's tax preparer (if necessary) 	<p><u>Review Tax Return</u></p> <ul style="list-style-type: none"> • No line-by-line audit provided. WFG generated 1099's will be reviewed to make sure they were reported properly • WFG reviews the tax return for missed opportunities and tax savings alternatives and discusses the opportunities with the Client's tax preparer (if necessary)
<p><u>Tax Projection/Planning</u></p> <ul style="list-style-type: none"> • Multiple tax projections (at least quarterly) • Coordinate quarterly tax projections for use in completing quarterly estimated tax payments • List of tax planning ideas and how they fit into multi-year projections • Ability to generate multiple "what if" scenarios depending on clients needs 	<p><u>Tax Projection/Planning</u></p> <ul style="list-style-type: none"> • One mid-year (May – July) tax projection • One year-end (Nov – Dec) tax projection • CPA has final responsibility for coordination of quarterly tax payments • List of tax planning ideas and how they fit into multi-year projections • Limited "what if" scenarios

Stock Options Planning

Non-qualified options, incentive stock options and restricted stock awards are complex. The timing and method of exercise are critical. WFG finds a high percentage of situations where suitable planning is not taking place, creating unnecessary taxes and missed opportunities. Stock Options Planning must be retained in conjunction with YRTPS.

FEES:

- \$200 per hour (two hour minimum per year)
- Typical fee will range from \$800 - \$1,200
- Complex situations will require more time, with more potential benefits:

<input type="checkbox"/> Large number of options and/or types	<input type="checkbox"/> AMT tax planning issues
<input type="checkbox"/> Options at multiple employers	<input type="checkbox"/> Leaving employment creates planning choices

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Item 1.D cont.	<p><u>Covered Call Options</u></p> <p>The following fees will be charged for financial planning for covered call options:</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>Client Type</th> <th>Flat Fee for Financial Planning of Covered Call Options</th> </tr> </thead> <tbody> <tr> <td>Shared Family Office</td> <td>\$300</td> </tr> <tr> <td>Premium</td> <td>\$400</td> </tr> <tr> <td>Standard WFG/ WI (also on YRTPS)</td> <td>\$500</td> </tr> <tr> <td>Standard WFG/ WI</td> <td>\$600</td> </tr> </tbody> </table> <p><u>Concentrated, Low Basis Stock</u> Many investors have concentrated positions in certain stocks with a very low tax-cost basis. Strategies that WFG has developed can allow the Client to diversify taxable stock positions with little or no payment of tax, minimize taxes when the Client does sell shares and minimize taxes via creative forms of ownership. Fees for this service range from \$300 - \$600 depending on client level.</p> <p><u>Investments in Church bonds</u></p> <p>WFG may make recommendations to clients to invest in Church bonds. In conjunction with these recommendations we need to make you aware of the following:</p> <ul style="list-style-type: none"> • Church bonds are generally an illiquid form of fixed income security, if an investor or WFG desires to sell the bond prior to maturity. • Due to this illiquidity, Church bonds are a higher risk bond than other more liquid bond types. <p><u>Retirement Distribution Consulting IRA/QP (RDC)</u> WFG is available to assist individuals and families to better understand their options for planning and determining minimum distribution requirements of their IRA and/or Qualified Plan assets. This service may also provide assistance with choice of beneficiary designation, including the naming of contingent beneficiaries. The charge for annual consulting is \$75. Fees for initial/more complex analysis range from \$500 - \$1,000. Fees may vary depending upon the level of analysis required, number of Client meetings and number of new accounts. WFG hourly billing rates range from \$75 - \$350 depending upon which WFG professionals are involved.</p> <p><u>Tax Consulting Services</u> Upon request, clients may retain tax consulting services on an hourly basis. These services are usually retained by clients that have an occasional need for tax advice beyond the occasional tax question, but who do not have a need to retain the full YRTPS. The cost of this service is \$200 per hour with a minimum of two hours per year.</p> <p><u>Wade Wealth Management - Estate Planning Service ("WWM - EPS")</u> Approximately 1.0 percent of applicant's billings are derived from this service. Wade Financial Group, Inc. ("WFG") offers an Estate Planning Service ("EPS") to help individuals and families better understand their estate planning options. This service consists of two primary tasks. The first task is the Estate Plan Design and Implementation Service ("EPS-DI") that entails the creation and implementation of the Client's estate plan. The second task is the Estate Plan Review Service ("EPS-R"), which analyzes the Client's existing estate plan to determine what changes need to be made, if any.</p> <p><u>Note:</u> <u>WFG is not a law firm and does not provide legal services or legal advice.</u> WFG will not prepare Wills or Trusts, but does provide value-added services to the legal work. The Client will enter into <u>separate agreements</u> for services provided by WFG and those provided by any law firm.</p> <p><u>Estate Plan Design And Implementation ("EPS-DI"):</u> WFG offers EPS-DI to assist individuals and families with the design and implementation of their estate plan. Services typically include education on various estate planning strategies, asset transfer assistance, beneficiary assistance, etc. Clients without an existing estate plan will retain this service directly. Clients with an existing estate plan will usually</p>	Client Type	Flat Fee for Financial Planning of Covered Call Options	Shared Family Office	\$300	Premium	\$400	Standard WFG/ WI (also on YRTPS)	\$500	Standard WFG/ WI	\$600
Client Type	Flat Fee for Financial Planning of Covered Call Options										
Shared Family Office	\$300										
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Standard WFG/ WI (also on YRTPS)	\$500										
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Item 1.D cont.	<p>retain this service in conjunction with WFG's EPS-R service.</p> <p><u>Estate Plan Review ("EPD-R"):</u> WFG offers EPS-R to assist individuals and families with monitoring their current estate plan. This service provides a complete review of the Client's current estate plan and compares the plan to any changes in personal situation, financial objectives and tax laws. Depending on the level of complexity and depth of analysis desired, this service is available at a Basic or Advanced level. The service does not include any follow-up consulting or legal work that may be necessary to make plan modifications. WFG's EPS-DI service may need to be retained as a result of the review.</p> <p><u>FEES:</u></p> <p><u>Estate Plan Design And Implementation</u> Hourly rates of \$75 - \$250 per hour apply depending upon which WFG professionals are involved. Minimum project fees may apply. Fees for services provided by WFG typically range from \$300 - \$10,000. The fees charged by attorneys typically range from \$350 - \$9,500, but the actual attorney fees are outside the control of WFG. WFG publishes from time to time an estimated fee disclosure to show a sample of the total fees, which may be charged by WFG and outside law firms.</p> <p>The fee for this service will be quoted on either a fixed estimated fee, or the Client will be provided a billing range, and billed for the services at the hourly rate. The total amount of fixed or hourly fees will be estimated in the Advisory Agreement that WFG has with the Client. The total fees may be higher than estimated. In this case, the Client will be notified before additional charges are incurred. The estimated fee is payable when the Advisory Agreement with WFG is signed. The balance (if any) is due upon delivery of the planning service.</p> <p><u>IMPORTANT NOTE ON FEES:</u> A value added feature of WFG's service is the "Fixed Price" estimate that WFG offers on each technique. WFG has negotiated, on our Clients' behalf, fixed price estimates from various law firms. The fixed price estimate from WFG runs out 90 days after the signing of the Client's legal documents. After 90 days, WFG will track time and bill at standard hourly rates. The outside law firms have provided their fixed price estimates based upon certain levels of efficiency, such as number and length of meetings, number of drafts, changes, etc. If the Client goes beyond the boundaries described by the law firm, the Client should expect the fee charged to be somewhat higher than the original estimate.</p> <p><u>Estate Plan Review</u> Hourly rates of \$75 - \$350 apply depending upon which WFG professionals are involved. Minimum project fees may apply. Fees for services provided by WFG typically range from \$750 - \$1,500 for the Basic Estate Review and from \$1,500 - \$3,000 for the Advanced Estate Review.</p> <p><u>Wade Wealth Management - Consulting Services ("WWM - CS")</u> Approximately 1.0 percent of applicant's billings are derived from this service. Wade Financial Group, Inc. ("WFG") offers consulting services designed to assist clients with various financial situations. A brief description of these services is provided below.</p> <p><u>Insurance Consulting Service (ICS)</u> WFG supervises the review of the Client's existing policies to determine whether the Client's current coverage is adequate and cost effective compared with other marketplace alternatives. WFG's ICS helps the Client understand the available options and makes unbiased, independent recommendations which simplify the decision making process. ICS is retained on a project-by-project basis. The cost of the service is \$200 per hour (two-hour minimum required) and typically ranges from \$1,000 to \$2,000. Complex situations will require more analysis and subsequently more time, with more potential benefits available.</p> <p><u>IRC Section 529 College Savings Plan</u> A Section 529 College Savings Plan is an investment plan typically operated by a state and designed to help families save for college education costs. WFG can help the Client analyze 529 Plans as an option for education planning needs, evaluate various plans, open and fund an account, determine an investment strategy, and provide ongoing advice and service. The fee for initial analysis and assistance with account set up is \$750 per child/account. The fee for annual plan review is \$100 per account.</p> <p><u>Small Business Consulting</u> With in-house tax and legal professionals, as well as an extensive network of outside professionals, WFG can assist owners of small businesses with a variety of planning issues. These consulting services include qualified plan consulting,</p>

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insurance analysis, buy/sell arrangements, tax planning, etc. Hourly rates of \$75 - \$350 apply depending upon which WFG professionals are involved. A minimum project fee may apply.

Item 1.D cont.

Mortgage/Debt Consulting

Choosing among mortgage types, terms, locations, refinancing etc. can be dizzying. WFG not only assists in analyzing options and making recommendations, but also leverages relationships with banks and mortgage brokers to provide the Client with special rates and fee waivers. Hourly rates of \$75 - \$350 apply depending upon which WFG professionals are involved. A minimum project fee may apply.

Wade Wealth Management - Service Packages

While many Clients prefer to retain our services on an à la carte basis, others seek the *simplicity and cost savings* of retaining advisory service packages designed for maximum value. These packaged, value-added services are offered on three levels:

Standard

Standard is best suited for Clients requiring only a moderate level of interaction. Ongoing advice includes an annual meeting, monitoring of goal progress, phone calls and follow up on miscellaneous requests. Clients with needs that go beyond what the *Standard* package offers will need to retain the appropriate à la carte service(s).

Premium

Approximately 13.0 percent of applicant's billings are derived from this service.

Premium is suited toward families with complex situations who desire in-depth, holistic interaction, and includes:

- More frequent and deeper level of contact with WFG, as well as expanded services
- Advice on all aspects of wealth, regardless of location, and without asset or liability bias
- The following consulting services are included in the *Premium* package: WI - AMS, QPAMS, YRTPS (Basic), EPS - R (Basic), Insurance Consulting, RDC, and Mortgage/Debt Consulting

Please note the cost of this service bears no relationship on dollar-value of investments with WFG.

Shared Family Office

Approximately 5.0 percent of applicant's billings are derived from this service.

Shared Family Office (SFO) is designed for families who seek the benefits outlined above in the *Premium* package, along with additional services, including, but not limited to:

- The highest level of contact and services with WFG
- In addition to the services included in the *Premium* package, *SFO* includes the following consulting services: Stock Options Planning, YRTPS (Advanced), EPS – R (Advanced), and \$529 College Savings Plan Consulting
- Home visits to assist with personal finance programs, financial software, filing of information, etc.
- Necessary family and adviser meetings to keep a complex situation on track

Please note the cost of this service bears no relationship on dollar-value of investments with WFG.

PACKAGE PRICING

Premium Service Package (Minimum Net Worth: \$2,000,000)

This service package eliminates traditional Asset Management fees and places the emphasis on a fee established based upon a Client's overall net worth (see Table #4 below). The overall rate applied is less than rates charged under the *Standard* service package, but the rate applies to a Client's entire net worth. This allows WFG to offer a holistic approach across the full spectrum of a Client's wealth.

Shared Family Office (SFO) Package (Minimum Net Worth: \$5,000,000)

Similar to the *Premium* service package, *SFO* eliminates traditional Asset Management fees and places the emphasis on a fee based upon a Client's overall net worth (see Table #4 below). This package offers WFG's most popular à la carte services as part of the overall fee and provides the ultimate in value-added attention and services.

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Table #4: Premium/SFO Package Fees (maximum rates)

	Bucket	Total Net Worth	Annual Rate (Premium) ⁽¹⁾	Annual Rate (SFO) ⁽²⁾
1	\$2,000,000	\$2,000,000	1.250%	1.625%
2	\$2,000,000	\$4,000,000	0.500%	0.650%
3	\$2,000,000	\$6,000,000	0.450%	0.585%
4	\$2,000,000	\$8,000,000	0.350%	0.455%
5	\$2,000,000	\$10,000,000	0.100%	0.130%
6	\$5,000,000	\$15,000,000	0.050%	0.065%
7	\$5,000,000	\$20,000,000	0.050%	0.065%
8	\$5,000,000	\$25,000,000	0.050%	0.065%
9	\$5,000,000	\$30,000,000	0.050%	0.065%

⁽¹⁾ Initial set up fee of \$2,500 applies and a minimum annual fee of \$25,000 applies as well. Fees are calculated quarterly based on the Client's Net Worth at the end of each calendar quarter.

⁽²⁾ Initial set up fee of \$5,000 applies and a minimum annual fee of \$50,000 applies as well. Fees are calculated quarterly based on the Client's Net Worth at the end of each calendar quarter.

NOTE: As described below, certain reduced WI - AMS fees apply to Premium / SFO accounts based on the asset allocation strategy selected for each account (See Table #2). Accounts under our *Flying Straight*, *Adjusting Altitude*, and *Taking Off* strategies do not include additional WI - AMS fees on top of the Package rates shown above.

Comparison of Service Packages

Fee Method	Standard	Premium	SFO
	Asset Based	Net Worth Based	Net Worth Based
Ongoing Financial Planning			
-Meeting Frequency	Bi-Annual*	Quarterly	As Needed
-Updated Goal Report	Bi-Annual*	Quarterly	As Needed
-Updated Net Worth	Bi-Annual*	Daily-Virtual	Daily-Virtual
-Updated Projections	Annual*	As Needed	As Needed
-Team Access	Primary Adviser	Full Team	Full Team
Asset Management	X	X	X
Asset Management Minimum	\$500,000	\$1,000,000	N/A
QPAMS		X	X
YRTPS		Basic	Advanced
Stock Options Planning			X
Insurance Consulting		X	X
Estate Planning Review		Basic	Advanced
Fee Allocation Service		X	X
Retirement Distribution Consulting		X	X
Section 529 College Savings Plan			X
Mortgage/Debt Consulting		X	X

* = Frequency may be less often for clients with less than \$500,000 under management.

X = Included in service package.

Important Notes: Although the *Premium* and *SFO* advisory service packages are designed to be holistic, one-fee services, they do not include the following items, which are time intensive in nature and vary from project to project. This allows WFG to base fees on the lower end of the competitive spectrum.

- Account set up, design and contribution fees

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Item 1.D cont.	<ul style="list-style-type: none"> o Exchange fund implementation fees o Low-basis stock fees and hedge strategy fees o Research/Management fees related to advanced asset management strategies <p>Wade Investments - Asset Management Service ("WI - AMS") Approximately 77.0 percent of applicant's billings derive from this service. Wade Financial Group, Inc. ("WFG") under the service name Wade Investments offers an Asset Management Service ("WI - AMS") whereby WFG manages investment advisory accounts. Under WI - AMS, a formal review of model portfolios is performed on an ongoing basis. A formal review of individual Client accounts is performed at least annually. WI - AMS is offered on a Discretionary Basis.</p> <p>WI - AMS includes the development of an investment strategy, asset management utilizing individual securities, Exchange Traded Funds (ETFs), open and closed-end mutual funds as well as other securities, frequent monitoring of the portfolio and reallocation of assets on a discretionary basis. WFG's accounts are located primarily at Schwab Institutional, FTJ FundChoice, and other legacy custodians.</p> <p>WI - AMS is offered to Client's as two separate service levels. While the underlying asset management services and model portfolios offered are the same for both levels, there are distinct differences as well. The differences are:</p> <ul style="list-style-type: none"> • WI - AMS Level I: Clients retaining WI - AMS on an "investment only" basis are subject to specific fee rates and investment minimums related to the fact that they have not hired WFG to provide advanced planning beyond their investment accounts. As such, the advice and information they receive from WFG will be limited to the investment area only, and will not take into account the effects of their investments on other aspects of their financial situation such as taxes, estate planning, etc. Client accounts will be reviewed on an annual basis, or at the request of the Client. Performance reporting will be available on a regular basis in both a written and electronic format. • WI - AMS Level II: Clients retaining WI - AMS as a part of WWM are subject to different fee rates and investment minimums related to the fact that they have hired WFG to provide advanced planning across a broad portion of their financial situation. As such, the advice and information they receive from WFG will include the potential effects their investments will have on their entire financial situation. Certain taxable accounts may also include significant tax planning associated with tax minimization for the opening year and future investment years. Client accounts will be reviewed on a regular basis as desired by the Client, and at a minimum will be reviewed at least annually. Performance reporting will be available on a regular basis in both a written and electronic format. <p>Clients complete an investor profile(s), which helps determine the appropriate investment guidelines, goals and individual risk tolerance. WFG may provide the Client with an Investment Policy Statement ("IPS"). Based upon the information developed in the Client's financial plan, investor profile(s) and/or IPS, WFG will allocate the Client's assets among one or more investments and/or asset classes. Discretion, as outlined above, will be exercised by WFG or it's Associated Persons ("AP") with respect to WI - AMS accounts. QPAMS accounts will be reviewed periodically using the information available via the Client's employer website.</p> <p>Clients may leave standing instructions with the AP to refrain from investing in particular industries or securities. The maximum annual WFG base rate any account would be charged is 2.65%.</p> <p><u>WFG's WI - AMS is available as follows:</u></p> <ul style="list-style-type: none"> • Foundation Strategies (FD): <ul style="list-style-type: none"> <input type="checkbox"/> <u>Strategy Description:</u> Globally diversified portfolios using mutual funds and/or ETFs with a strategic asset allocation approach located at Schwab Institutional. (Actively Tax Managed (ATM) variations are available as well.) <input type="checkbox"/> <u>Strategy Minimum:</u> \$100,000 • Individual Securities Based Strategies: <ul style="list-style-type: none"> <input type="checkbox"/> <u>Strategy Description:</u> Diversified, yet focused portfolios using individual securities (stocks or bonds), mutual funds, and/or ETFs located at Schwab. <input type="checkbox"/> <u>Strategy Minimum:</u> Bond \$250,000, Global Stocks \$100,000 • Combination Portfolios: <ul style="list-style-type: none"> <input type="checkbox"/> <u>Strategy Description:</u> These strategies apply combinations of the above strategies to clients with accounts that are less than \$1,000,000 in size. <input type="checkbox"/> <u>Strategy Minimum:</u> Based on underlying strategy minimums (see above) • LifeStages Combination Strategies: <ul style="list-style-type: none"> <input type="checkbox"/> <u>Strategy Description:</u> These strategies are used to apply combinations of the above strategies to clients with
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Item 1.D cont.	<p>accounts that are greater than \$1,000,000 in size.</p> <p><input type="checkbox"/> <u>Strategy Minimum</u>: Varies</p> <ul style="list-style-type: none"> • Flexible Global Strategies (FG): <ul style="list-style-type: none"> <input type="checkbox"/> <u>Strategy Description</u>: For accounts below \$100,000, we have developed these strategies in order to invest the assets more efficiently and cost effectively by utilizing “fund of funds” mutual funds. <input type="checkbox"/> <u>Strategy Minimum</u>: N/A • Qualified Plan (QP)AMS: <ul style="list-style-type: none"> <input type="checkbox"/> <u>Strategy Description</u>: Management of a participant subaccount within an employer sponsored qualified plan, such as 401(k), Profit Sharing, etc. <input type="checkbox"/> <u>Strategy Minimum</u>: \$100,000 standard; \$250,000 self-directed brokerage accounts. • Other WI - AMS Strategies: <ul style="list-style-type: none"> <input type="checkbox"/> <u>Strategy Descriptions</u>: <ul style="list-style-type: none"> ▪ Exchange Funds located at Schwab Institutional and Eaton Vance ▪ Variable Annuities located at various custodians ▪ 401(k) Plans located at various custodians <input type="checkbox"/> <u>Strategy Minimums</u>: Varies <p>MINIMUMS: WFG’s current relationship minimums are as follows:</p> <ul style="list-style-type: none"> • WI – AMS Level I: Clients must have a minimum of \$300,000 to invest with WFG. This minimum applies to the size of the first account opened with WFG, not to the total relationship. Existing Clients or direct family members of existing Clients may qualify for a waiver of the above minimum at WFG’s discretion. • WI – AMS Level II: Clients must have a minimum of \$500,000 to invest with WFG. This minimum applies to the size of total relationship with WFG. Existing Clients or direct family members of existing Clients may qualify for a waiver of this policy, as may individuals who have the ability to accumulate the relationship minimum in a reasonable period of time. Employees of certain corporations of which WFG maintains special marketing programs may also open a relationship with less than \$500,000. <p>WFG’s current strategy minimums are shown above.</p> <p>WFG’s minimum annual WI - AMS fees are:</p> <ul style="list-style-type: none"> • WI – AMS Level I: Minimum annual WI - AMS fee is \$3,600. This equates to \$250,000 of assets under management at the highest WI – AMS Level I fee rate of 1.20% (see Table 1 below). • WI – AMS Level II: Minimum annual WI - AMS fee is \$7,000. This equates to \$500,000 of assets under management in a “Flying Straight” portfolio under our <i>Standard</i> service package. <p>WI - AMS FEE DISCLOSURE: WI - AMS accounts have a base management fee that applies per Table #1 and Table #2 below. In addition to the WFG base fee, other investment related fees might also apply depending upon factors including but not limited to the specific account strategy chosen and types of investments. Fees may be more or less than the stated percentages due to each Client’s situation. WFG adds all Client investment assets together (“householding”) to determine the lowest possible fee to be applied across a Client’s accounts.</p> <p>Other potential fees include:</p> <ul style="list-style-type: none"> • Mutual fund/ETF management fees (disclosed in the prospectus) • Mutual fund/ETF trading expenses (undisclosed by fund companies - requires the request of the “statement of additional information” from the fund company) • Custodian transaction/brokerage fees: Typically range from <u>0.06% - 0.20% annually</u> depending upon the custodian and circumstances <p><u>Other Fees:</u> Certain open-end mutual funds in the WI - AMS program may charge 12b-1 fees and/or sales loads. WFG and the AP do not receive compensation from the mutual fund company in these instances. In addition to the WFG advisory fee associated with the WI - AMS, the Client should be aware that each individual mutual fund, separate account and/or variable annuity has its own management fees and expenses. A description of these fees can be found in each investment’s prospectus and/or ADV. In addition, the custodian at whom the Client’s actual assets are held may charge transaction fees/commissions for certain trades. A description of these fees is available from the custodian or clearing organization. These fees are separate from WFG’s advisory fees. A potential benefit of WFG’s innovative program is the significant reduction or elimination of many of these miscellaneous fees.</p>
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Schedule F of Form ADV

Continuation Sheet for Form ADV Part II

Applicant: Wade Financial Group, Inc.	SEC File Number: 801-47676	Date: 09/01/2010
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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: Wade Financial Group, Inc.	IRS Empl. Ident. No.: 41-1768777
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Item of Form (identify)	Answer
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Item 1.D cont.

WI – AMS Level I: Investment Management Only

Household Amount:	WADEX	FG	FS QPAMS	MCS	CA Stock + Stable Bond	Stable Bond	Stock	DCS
\$0-\$300,000	n/a	0.85%	1.40%	n/a	n/a	n/a	n/a	n/a
\$300,001-\$500,000	n/a	0.80%	1.40%	1.05%	1.60%	n/a	n/a	n/a
\$500,001-\$750,000	n/a	0.70%	1.30%	0.95%	1.55%	1.10%	1.75%	n/a
\$750,001-\$1,000,000	n/a	0.70%	1.15%	0.85%	1.50%	1.05%	1.70%	n/a
\$1,000,001-\$1,250,000	n/a	0.65%	1.00%	0.70%	1.45%	0.90%	1.55%	1.30%
\$1,250,001-\$1,500,000	n/a	0.60%	0.95%	0.65%	1.40%	0.90%	1.50%	1.20%
\$1,500,001-\$1,750,000	n/a	0.60%	0.90%	0.60%	1.35%	0.90%	1.45%	1.20%
\$1,750,001-\$2,000,000	n/a	0.55%	0.85%	0.55%	1.30%	0.90%	1.45%	1.20%
\$2,000,001-\$3,000,000	n/a	0.50%	0.80%	0.50%	1.20%	0.85%	1.40%	1.10%
\$3,000,001-\$4,000,000	n/a	0.45%	0.70%	0.50%	1.15%	0.85%	1.40%	1.05%
\$4,000,001-\$5,000,000	n/a	0.45%	0.65%	0.50%	1.10%	0.85%	1.40%	0.95%
\$5,000,001-\$10,000,000	n/a	0.45%	0.60%	0.50%	1.05%	0.85%	1.35%	0.75%
Above \$10,000,000	n/a	0.40%	0.55%	0.50%	1.05%	0.80%	1.30%	0.70%

Fee Notes:

- The fees shown above represent our minimum and maximum rates
- A copy of the WI - AMS agreement(s) will be provided to the Client following execution of the agreement upon request.

Contribution Fees: In order to discourage trading abuses, WFG has adopted a 0.45% Contribution Fee, which applies to lump sum deposits (does not apply to investors enrolled in a dollar cost averaging program once the account minimum has been established). WFG discourages erratic additions and withdrawals

Account Transfers:

Simple: The preferred method to open an account with WFG is by check, wire transfer of cash or custodial transfer of cash (such as IRAs). When transferring an account from another firm, it is recommended that securities, funds, etc. be liquidated at the original custodian so that cash can be transferred or wired.

Complex: WFG is able to also process transfers of existing securities. The length and complexity of this process varies based upon the delivering firm and the nature of the assets being transferred. While a transfer fee will normally not apply, WFG reserves the right to assess a transfer fee if it is determined that the process will be complex and will require significant WFG resources to complete. Any such fees will be quoted and disclosed in advance and approved by the Client. The rate is \$75 per hour when such situations arise.

WI – AMS Level II: Comprehensive Wealth Management + Investment Management

Household Amount:	WADEX	FG	FS QPAMS	MCS	CA Stock + Stable Bond	Stable Bond	Stock	DCS
\$0-\$300,000	0.40%	1.10%	2.15%	n/a	n/a	n/a	n/a	n/a
\$300,001-\$500,000	0.40%	1.05%	2.00%	1.65%	2.00%	n/a	n/a	n/a
\$500,001-\$750,000	0.40%	0.95%	1.70%	1.50%	1.85%	1.50%	2.15%	n/a
\$750,001-\$1,000,000	0.40%	0.95%	1.55%	1.40%	1.80%	1.45%	2.10%	n/a
\$1,000,001-\$1,250,000	0.40%	0.90%	1.40%	1.25%	1.65%	1.30%	1.95%	1.45%
\$1,250,001-\$1,500,000	0.40%	0.85%	1.30%	1.15%	1.55%	1.25%	1.85%	1.35%
\$1,500,001-\$1,750,000	0.40%	0.80%	1.20%	1.05%	1.50%	1.20%	1.75%	1.25%
\$1,750,001-\$2,000,000	0.40%	0.75%	1.10%	0.95%	1.45%	1.15%	1.70%	1.20%
\$2,000,001-\$3,000,000	0.40%	0.70%	1.00%	0.85%	1.35%	1.05%	1.60%	1.10%
\$3,000,001-\$4,000,000	0.40%	0.65%	0.90%	0.75%	1.30%	1.00%	1.55%	1.05%
\$4,000,001-\$5,000,000	0.40%	0.60%	0.80%	0.70%	1.25%	0.95%	1.50%	0.90%
\$5,000,001-\$10,000,000	0.40%	0.55%	0.70%	0.60%	1.15%	0.90%	1.40%	0.75%
Above \$10,000,000	0.40%	0.50%	0.65%	0.55%	1.10%	0.85%	1.35%	0.70%

Fee Notes:

**Schedule F of
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant: Wade Financial Group, Inc.	SEC File Number: 801-47676	Date: 09/01/2010
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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: Wade Financial Group, Inc.	IRS Empl. Ident. No.: 41-1768777
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Item of Form (identify)	Answer
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Item 1.D cont.

- The fees shown above represent our minimum and maximum rates. A Client's actual rate will depend on the investment strategy selected.
- Prior to the execution of the Client's WI - AMS agreement(s), WFG will disclose the actual rate that will apply to the strategy selected. A copy of the WI - AMS agreement(s) will be provided to the Client following execution of the agreement upon request.

Account Set Up/Contribution - Consulting Fee:
For *Flying Straight, Adjusting Altitude, and Flexible Global* accounts, a one-time account set up fee may apply, depending upon the aggregate amount of assets under management. This fee includes account design, investment strategy development, investment selection and analysis and potential transfers from other custodians involved.

For *Cruising Altitude, Making Connections, Destination Combination Series, SMA and Exchange Fund* accounts, a consulting fee applies that covers the significant individual customization and/or tax planning associated with these accounts for the opening contributions and subsequent contributions. This fee applies to all initial and future contributions.

WI – AMS Level I: Investment Management Only Account Set-Up Fees

Household Amount:	Cash/ Holding ⁽¹⁾	IRA	Taxable Account	QPAMS	DCS	Exchange Fund ⁽²⁾
\$0-\$300,000	\$100	0.45%	0.45%	\$150	0.45%	n/a
\$300,001-\$500,000	\$100	0.45%	0.45%	\$150	0.45%	n/a
\$500,001-\$750,000	\$100	0.40%	0.40%	\$150	0.40%	n/a
\$750,001-\$1,000,000	\$100	0.35%	0.35%	\$150	0.35%	n/a
\$1,000,001-\$1,250,000	n/a	0.25%	0.25%	\$150	0.25%	n/a
\$1,250,001-\$1,500,000	n/a	0.20%	0.20%	\$150	0.20%	n/a
\$1,500,001-\$1,750,000	n/a	0.20%	0.20%	\$150	0.20%	n/a
\$1,750,001-\$2,000,000	n/a	0.20%	0.20%	\$150	0.20%	n/a
\$2,000,001-\$3,000,000	n/a	0.15%	0.15%	\$150	0.15%	n/a
\$3,000,001-\$4,000,000	n/a	0.15%	0.15%	\$150	0.15%	n/a
\$4,000,001-\$5,000,000	n/a	0.15%	0.15%	\$150	0.15%	n/a
\$5,000,001-\$10,000,000	n/a	0.15%	0.15%	\$150	0.15%	n/a
Above \$10,000,000	n/a	0.15%	0.15%	\$150	0.15%	n/a

WI – AMS Level II: Comprehensive Wealth Management + Investment Management Account Set-Up Fees

Household Amount:	Cash/ Holding ⁽¹⁾	IRA	Taxable Account	QPAMS	DCS	Exchange Fund ⁽²⁾
\$0-\$300,000	\$100	\$150	\$250	\$150	0.50%	n/a
\$300,001-\$500,000	\$100	\$150	\$250	\$150	0.50%	n/a
\$500,001-\$750,000	\$100	\$150	\$250	\$150	0.50%	n/a
\$750,001-\$1,000,000	\$100	\$150	\$250	\$150	0.50%	n/a
\$1,000,001-\$1,250,000	n/a	n/a	n/a	\$150	0.50%	1.00%
\$1,250,001-\$1,500,000	n/a	n/a	n/a	\$150	0.45%	1.00%
\$1,500,001-\$1,750,000	n/a	n/a	n/a	\$150	0.40%	1.00%
\$1,750,001-\$2,000,000	n/a	n/a	n/a	\$150	0.35%	1.00%
\$2,000,001-\$3,000,000	n/a	n/a	n/a	\$150	0.30%	1.00%
\$3,000,001-\$4,000,000	n/a	n/a	n/a	\$150	0.25%	1.00%
\$4,000,001-\$5,000,000	n/a	n/a	n/a	\$150	0.20%	1.00%
\$5,000,001-\$10,000,000	n/a	n/a	n/a	\$150	0.15%	0.50%
Above \$10,000,000	n/a	n/a	n/a	\$150	0.15%	0.50%

⁽¹⁾ This fee does not apply to Premium or Shared Family Office clients.

⁽²⁾ A minimum fee of 0.25% will apply for the application/qualification process for exchange funds. This fee will be credited against the 1.0% fee should the Client choose to participate in an exchange fund offering.

Set-up fees are per account. WFG reserves the right to modify this fee in situations that are more complex in nature.

In the event of a client's death, WFG may charge a minimum fee of \$750 to assist with various estate settlement issues related to the segregation of account(s), creation of new accounts to allow for distribution to beneficiaries, etc. The exact fee will be determined based upon the level of complexity associated with the estate. If the assets will be remaining under management at WFG, under new ownership by the deceased client's beneficiaries, then this fee may be waived at WFG's discretion. If the deceased client's executor/administrator would prefer that this fee be avoided, the account(s)

Schedule F of Form ADV

Continuation Sheet for Form ADV Part II

Applicant: Wade Financial Group, Inc.	SEC File Number: 801-47676	Date: 09/01/2010
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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: Wade Financial Group, Inc.	IRS Empl. Ident. No.: 41-1768777
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Item of Form (identify)	Answer
Item 1.D cont.	<p>will need to be transferred to another custodian prior to the implementation of the estate settlement issues.</p> <p><u>Employer-Sponsored Retirement Plans:</u> WFG may offer certain participant-directed, employer-sponsored retirement plans a negotiated fee. An annual minimum fee of \$1,500 will apply until plan assets reach \$100,000. Fees are billed quarterly and deducted directly from plan assets (if possible). Otherwise, the company will be billed directly.</p> <p><u>Separate Account Management - Schwab Institutional:</u> WFG has access to a number of separate account managers with varying fees via Schwab Institutional.</p> <p><u>Corporate Relationships:</u> WFG often works with multiple employees from the same employer and may offer a special rate to them. This will usually result in each individual paying a lower annual rate than they would have under our normal fee schedules. If the Client qualifies for such a program, they will receive the lower of the Corporate rate or the rate they would pay under normal circumstances.</p> <p><u>WI - AMS FEES:</u> WI - AMS Fees are collected by WFG in advance each quarter through Schwab Institutional. The initial contribution into an account is charged an WI - AMS fee at the time of the initial deposit. Any subsequent contributions to or withdrawals from the account during the quarter will be charged a prorated fee for the quarter. If a client terminates their relationship with WFG in the middle of a quarter, a prorated refund of the quarterly fee will be due to that client.</p> <p><u>FEE AUTHORIZATION FOR WI - AMS:</u> The Client will authorize the custodian holding the Client's funds and securities to deduct WFG fees directly from the Client's account in accordance with the summary invoices and/or information prepared and submitted by WFG. The Client will receive a summary (either via mail or online access) showing the amount of the fee, the value of the assets upon which the fee was based, and the specific manner in which the fee was calculated.</p> <p><u>GENERAL DISCLOSURE FOR WI - AMS:</u> As part of the quarterly reporting and/or meeting process, WFG will request from the Client an update regarding any changes that may have taken place in the Client's current financial situation. Clients may call at any time during normal business hours to discuss directly with WFG the Client's account, financial situation or investment needs. Clients may receive transaction statements as they occur during a month and/or may receive a transaction summary as part of a monthly statement from the custodian and will receive a quarterly statement of account. The Client will have a direct and beneficial interest in his/her securities, rather than an undivided interest in a pool of securities.</p> <p>WFG uses the services of a "qualified custodian". Clients may pay fees directly; or the custodian holding the Client's assets may make payment of fees. The custodian will send a copy of the Client's statement directly to the Client.</p> <p>Clients understand that WFG and its APs, in connection with the services provided under WI - AMS, shall be entitled to and share in the annual management fees. These fees are payable to WFG and in most cases will be deducted from the Client's account at the Client's custodian, pursuant to the following criteria. WFG bills accounts on a calendar quarter "in advance". For fees billed in advance, the first payment is due and payable upon execution of the agreement, and will be assessed on a pro rata basis to reflect the number of managed days in the calendar quarter, in the event that the agreement is executed other than the first day of the new calendar quarter. Subsequent fees are due and will be assessed on the first day of each calendar quarter based upon the portfolio value as of the close of on the last business day of the preceding quarter.</p> <p><u>TRADING AUTHORIZATION:</u> The Client will grant WFG discretionary trading authority to include the specific securities to be bought and sold, the amount of securities to be bought and sold and the timing of securities to be bought and sold. WFG does not have a full power of attorney and will not have authority to withdraw funds or to take custody of Client funds or securities. The Client may make deposits or withdrawals from his/her account at any time. The Client should notify WFG of each withdrawal or deposit before they occur.</p> <p><u>CLIENT'S RESPONSIBILITIES:</u> The Client will recognize that the value and usefulness of the advisory services of WFG will be dependent upon the information that he/she provides and upon his/her active participation in the formulation of investment objectives. The Client will complete one or more detailed questionnaires provided by WFG. The Client will also provide copies of documents as WFG may reasonably request in order to permit complete evaluation and implementation of the portfolio decisions. The Client will advise WFG if the Client's financial condition or objectives change at any time during the period of this Agreement.</p> <p>Clients retaining WI – AMS Level I services do not receive comprehensive financial planning advice. WFG assists Clients in establishing and managing individual investment accounts. It is up to the Client to determine how much</p>

**Schedule F of
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant: Wade Financial Group, Inc.	SEC File Number: 801-47676	Date: 09/01/2010
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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: Wade Financial Group, Inc.	IRS Empl. Ident. No.: 41-1768777
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Item of Form (identify)	Answer
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Item 1.D cont.

to invest in each account.

TERMINATION OF SERVICES:
 Services will continue until either party terminates the agreement on thirty (30) days written notice. For accounts terminated by the Client or WFG during any quarter, a *pro rata* refund to the Client or payment from the Client to WFG may be due as discussed under "**WI - AMS FEES**" above (not including set up fees as applicable) based upon the number of days remaining in the quarter.

Fees are not collected for services to be performed more than six months in advance. Lower or higher fees may be found for comparable services.

PROXY VOTING:
 The authority to make decisions regarding the voting of proxies is retained by the Client or their agent or fiduciary.

General Disclosure for Wade Wealth Management Services (Only)

Termination of Services:
 Each Client has five (5) business days after signing the Advisory Agreement with WFG to terminate their Agreement with WFG. Under those circumstances WFG will return to the Client all of their initial payment. If a Client seeks to terminate his/her agreement with WFG after the initial five (5) business days, WFG will return only those funds which have actually not been expended in providing the originally agreed upon services to the Client.

Thus, it is possible that if the Client sought to terminate his/her agreement with WFG after the initial five (5) business day period and all the work had been completed for the Client, the Client would not receive any return of his/her initial payment and would be liable for the balance due. The Agreement(s) for WFG services will continue until either party terminates the Agreement on five (5) days written notice.

General Disclosure for Wade Investments & Wade Wealth Management Services
 All opinions, advice, recommendations or suggestions are based upon information and research derived from sources believed to be accurate and reliable, but are recognized as not being infallible. At a minimum, WFG strongly recommends an annual formal fee-based review of a Client's financial situation. The purpose of this annual formal review is to assure that the planning process is current and that any changes necessary to the Client's ongoing planning are made in a timely fashion. All services are based upon information provided by the Client. Accordingly, WFG Clients agree to inform WFG of any material changes in their information, which the Client has previously supplied.

For Clients who reside outside of the state of Minnesota, travel expenses to the Client's state of residence for review meetings may be cost to the Client and WFG may seek reimbursement. Fees are not collected for services to be performed more than six months in advance. Fees quoted are for advisory services only and do not include any transaction fees or commissions. Lower or higher fees may be found for comparable services.

Advisory Clients who invest in ETFs, open end or closed end mutual funds, or other investment company products shall pay two layers of fees. These fees consist of the investment advisory fees paid to WFG and the investment advisory fees paid to the investment adviser of the investment company. This may also occur when the Client invests in separate accounts and/or variable annuities.

In addition to fees paid to WFG for advisory services with respect to Clients' investments in mutual funds, separate accounts and/or variable annuities Clients may pay additional fees because the investments owned within a Client account may also pay advisory and/or management fees to an investment adviser.

Required Arbitration Disclosures: Regulatory authorities require that any advisory agreement containing a predispute arbitration agreement must disclose that it contains a predispute arbitration clause. This Agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities

**Schedule F of
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant: Wade Financial Group, Inc.	SEC File Number: 801-47676	Date: 09/01/2010
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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: Wade Financial Group, Inc.	IRS Empl. Ident. No.: 41-1768777
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Item of Form (identify)	Answer
Item 1.D cont.	<p>industry.</p> <ul style="list-style-type: none"> The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement. <p>No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action ; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:</p> <ol style="list-style-type: none"> the class certification is denied; the class is decertified; or the customer is excluded from the class by court. <p>Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.</p> <p><u>Arbitration Agreement:</u> Any controversy or claim arising out of or relating to (i) this Agreement, any other agreement with WFG, an instruction or authorization provided to WFG or the breach of any such agreements, instructions, or authorizations; (ii) the Account, any other WFG account or Services; (iii) transactions in the Account or any other WFG account; (iv) or in any way arising from the relationship with WFG, its subsidiaries, affiliates, officers, directors, employees, agents or service providers, including any controversy over the arbitrability of a dispute, will be settled by arbitration.</p> <p>This arbitration agreement will be binding upon and inure to the benefit of the parties hereto and their respective representatives, attorneys-in-fact, successors, assigns and any other persons having or claiming to have a legal or beneficial interest in the Account, including court-appointed trustees and receivers. This arbitration agreement will also inure to the benefit of third party service providers that assist WFG in providing Services ("Third Party Service Providers") and such Third Party Service Providers are deemed to be third party beneficiaries of this arbitration agreement.</p> <p>The parties agree that this arbitration agreement will apply even if the application to open the Account is denied and will survive the closure of your Account and/or the termination of services rendered under this Agreement.</p> <p>Such arbitration will be conducted by, and according to the rules and regulations then in effect of, the American Arbitration Association (AAA).</p> <p>If arbitration before the AAA is unavailable or impossible for any reason, the parties agree to have a court of competent jurisdiction appoint three (3) arbitrators to resolve any and all disputes or controversies between or among the parties. Each party shall bear its own initial arbitration costs, which are determined by the rules and regulations of the arbitration forum. In the event of financial hardship, the arbitration forum may waive certain costs in accordance with such rules. At the conclusion of the hearing, the arbitrators will decide how to assess the costs of the arbitration among the parties.</p> <p>Any award the arbitrator makes shall be final and binding, and judgment on it may be entered in any court having jurisdiction. This arbitration agreement shall be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act. Any award shall be fully assessed against and paid by the party resisting enforcement of said award.</p> <p>All notices from one party to the other involving arbitration shall be considered to have been fully given when so served, mailed by first-class, certified or registered mail, or otherwise given by other commercially accepted medium of written notification.</p> <p>In addition to the above provisions, if a party to this Agreement is or becomes a non-U.S. resident at the time of any controversy subject to this arbitration agreement, such party acknowledges and agrees to the following additional provisions:</p> <ol style="list-style-type: none"> The rules of the organization administering the arbitration specifically provide for the formal designation of the place at which the arbitration is to be held. Entering into this Agreement constitutes consent to submit to the personal jurisdiction of the courts of the state of Minnesota, U.S.A., to interpret or enforce any or all of these arbitration provisions. Judgment on any arbitration award may be entered in any court having jurisdiction, or application can be made to such court for judicial acceptance of the award and an order of enforcement, as the case may be. The exclusive language to be used by the parties and the arbitrators in the arbitration proceedings shall be

**Schedule F of
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant: Wade Financial Group, Inc.	SEC File Number: 801-47676	Date: 09/01/2010
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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: Wade Financial Group, Inc.	IRS Empl. Ident. No.: 41-1768777
Item of Form (identify)	Answer	
Item 1.D cont.	<p>English. Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume all costs of the service.</p> <p>4. If a party is a foreign government or state, state-owned or state-operated enterprise or other instrumentality of a foreign government or state, such party waives all rights of sovereign immunity and neither the Federal Act of State doctrine nor the doctrine of sovereign immunity shall apply insofar as any enforcement in courts located in the U.S.A. is concerned.</p> <p><u>Information Provided to Outside Service Providers:</u> We may disclose Client information we collect in whole or in part to nonaffiliated companies that perform services on our behalf. For example, Client data may be given to others to enable them to provide WFG business services, such as helping to evaluate requests for our services, performing general administrative activities, and assisting in processing a transaction requested by the Client.</p> <p><u>Client's Responsibilities:</u> The Client recognizes that the value and usefulness of the advisory services of WFG will be dependent upon information that he/she provides and upon his/her active participation in the formulation of objectives. The Client will provide copies of documents as WFG may reasonably request in order to permit complete evaluation of the Client's situation. The Client will advise WFG if the Client's financial condition or objectives change at any time during the period of this Agreement.</p> <p><u>Compensation:</u> The fees set forth herein are for Financial Advisory Services only and do not include any other professional services, which may be required by the Client to implement the recommendations made by WFG. Fees quoted do not include brokerage commissions or transaction fees. WFG will not provide accounting or legal advice, nor prepare any accounting or legal documents. WFG will not be responsible for the acts or omissions or insolvency of any other agent, broker or independent contractor selected to take any action or to negotiate or consummate any transaction for the Client's account.</p> <p><u>Conflict Of Interest Disclosure Statements:</u> WFG is an Investment Adviser registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940. The following disclosures are provided regarding WFG's background and business practices.</p> <p>a. WFG may recommend to the Client the purchase of securities or other services for which WFG may be entitled to receive a servicing or referral fee. These include investments such as Exchange Funds, certain Donor Advised accounts, etc. In such instances, WFG will offset this fee payment against the normal scheduled WFG WI - AMS fee or fee for service.</p> <p>b. The Client hereby acknowledges that the Client is under no obligation to implement any recommendation, advice, investment transaction, etc. through WFG or its affiliates and may implement WFG's suggestions through other brokers, dealers or agents.</p> <p><u>Basis Of Advice:</u> The Client acknowledges that WFG obtains information from a wide variety of publicly available sources. WFG and its advisers do not have, nor do they claim to have, sources of inside or private information. The recommendations developed by WFG are based upon the professional judgment of WFG and its individual professional advisers and neither WFG, nor its advisers, can guarantee the results of any of their recommendations. The Client at all times shall elect unilaterally to follow or ignore completely, or in part, any information, recommendation or advice given by WFG under this Agreement.</p> <p><u>Miscellaneous Provisions:</u></p> <p>a. The laws of the State of Minnesota shall govern the Agreement unless the federal securities laws would otherwise be controlling.</p> <p>b. The Agreement shall inure to the benefit of any successor of WFG and shall be binding upon the successors and assigns of the Client. WFG shall not assign this Agreement without the written consent of the Client.</p> <p>c. This Agreement shall not become effective until acceptance by WFG as evidenced by the signature of an authorized representative below. No modification or amendment to this Agreement shall be effective unless made in writing and signed by the Client and an authorized representative of WFG.</p> <p>d. The parties hereto acknowledge and agree that this Agreement alone constitutes the final written expression of the parties with respect to all matters contained herein, and the parties further acknowledge and agree that there are no prior or contemporaneous Agreements different or distinct from those contained herein, and all such prior and contemporaneous Agreements, if any, are merged herein, and this Agreement alone constitutes the final understanding between the parties.</p> <p>e. WFG is not responsible for any investment advice provided by another adviser prior to a Client's assets coming under WFG advisement.</p> <p>Privacy Policy Notice:</p>	

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Item 1.D cont.	<p>Wade Financial Group strongly believes in protecting the confidentiality and security of information we collect about our clients. This notice describes the Privacy Policies of WFG regarding:</p> <ul style="list-style-type: none"> • How we treat the information we receive ("Information") about individuals who apply for or obtain our services ("Individuals"); and • The third parties with whom we may share this information. <p><i>Information We Collect</i> - "Nonpublic Personal Information" is nonpublic information about the Individual that we obtain in connection with providing a financial service to the Individual for personal, family or household purposes.</p> <p>We collect Nonpublic Personal Information about Individuals from the following sources:</p> <ul style="list-style-type: none"> • Information provided to us directly by an Individual on an application or other form in connection with our services. This may include but not be limited to: name, address, social security number, assets, and income. • Information about an Individual's transactions with us, the asset custodians we use, or others, such as account balance, payment history, parties to a transaction, debit card usage and insurance policy coverage and premiums. <p><i>Information Disclosure To Third Parties</i> - We do not disclose any Nonpublic Personal Information about our clients or former clients to anyone, except as allowed by law.</p> <p><i>Information We Provide To Our Service Providers</i> - We may disclose all of the Information we collect, as described above, to nonaffiliated companies that perform services on our behalf. For example, Information may be disclosed to others to enable them to provide business services for us, such as helping us to evaluate requests for our services, performing general administrative activities for us, and assisting us in processing a transaction requested by an Individual.</p> <p><i>Disclosure Of Information About Former Clients</i> - If an Individual decides to close an account or otherwise becomes an inactive client, we will continue to follow the privacy practices described in this notice with respect to such Individual.</p> <p><i>Protecting Confidentiality And Security</i> - We treat Information in a confidential manner. Our employees are required to protect the confidentiality of Information. Employees may access Information only when there is an appropriate reason to do so, such as to administer or offer our services. Employees are subject to disciplinary rules if they do not comply with our policies.</p> <p>We also maintain physical, electronic and procedural safeguards to protect Information; these safeguards comply with all applicable laws. Our commitment to data security involves monitoring new advances in security technology and enhancing our security architecture to ensure that we provide the highest level of privacy and safety available for our clients.</p> <p>We value our relationship with you and strive to earn your continued trust. If you have any questions or concerns, please contact us by e-mail at kelly@wadefinancialgroup.com or call at (763) 797-9577.</p>	
Item 3 L	<p><u>Minnesota Disclosure:</u> As required by Minnesota Reg. 2875.0151, WFG hereby makes the following disclosure concerning the products, services or proposed services which may be offered in financial planning:</p> <ol style="list-style-type: none"> WFG is a FEE-ONLY adviser and thus compensation is based ONLY on fees. Jerry Wade, WFG's President, is authorized to offer or sell products and/or services issued by or through custodians such as Charles Schwab & Co., Inc., Vanguard and Eaton Vance. Such products will be traded or placed primarily through these previously listed organizations. Jerry Wade is licensed in Minnesota as an investment adviser of an RIA firm. This license entitles Mr. Wade to offer financial planning and investment advisory services. Mr. Wade does not sell any form of insurance and does not hold any licenses in the area of insurance. By signing this agreement, you acknowledge that you have read and understood the terms of this disclosure. 	
Item 4 B. (8) & C. (7)		
Item 5	<p><u>Types of Investments:</u> Types of investments generally include individual securities, Exchange Traded Funds, mutual funds and separate accounts that contain individual securities in addition to mutual funds. On a limited basis, variable life, annuities and partnerships may also be made available.</p> <p>WFG may also utilize any other product which it deems suitable in order to address the specific needs, goals and objectives of the Client.</p>	
Item 6	<p><u>Methods of Analysis and Investment Strategies:</u> WFG utilizes many sources of public information to include financial news and research materials.</p>	

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Continuation Sheet for Form ADV Part II

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Item of Form (identify)	Answer
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Item 6 cont. By its nature, financial planning looks to the long-term. WFG may use some short-term strategies from time to time. After evaluating the Client's short-term cash needs and emergency fund, WFG designs investment and other financial planning strategies to help the Client achieve his or her financial goals. While WFG may provide advice on various forms of insurance, the actual purchase of insurance is left to the client and their chosen insurance agent(s).

Education and Business Standards: WFG requires a college degree; industry recognized licensing requirements and/or experience in related areas (investments, insurance, tax, banking, etc.) as the minimum standards for advisers and professional staff.

Education and Business Background:

Jerry Bovender Wade Year of Birth 1959
Education: Ball State University, Muncie, IN BS/Communications (1981)
Business: Wade Financial Group, Inc., Minneapolis, MN, President, Chief Compliance Officer 12/1993 - present
 Royal Alliance Associates, Inc., Minneapolis, MN, Registered Rep 09/1994 – 02/1998
 IDS Financial, Minneapolis, MN, Rep/Affiliate 10/1985 – 09/1994

Robert Smrekar Year of Birth 1963
Education: Augsburg College, Minneapolis, MN BA/ Finance (1985)
Business: Wade Financial Group, Inc., Minneapolis, MN, Manager, Investment Advisor 10/2006 – present
 Stevens Foster Financial Advisors, Minneapolis, MN, Client Account Manager 10/2000-10/2006
 NWA Federal Credit Union, Bloomington, MN, Financial Consultant 06/1999-10/2000

Roy Chew Year of Birth 1974
Education: University of Michigan, Ann Arbor, MI BA/Economics (1997)
 Winona State University, Winona, MN MBA (1999)
 University of Rochester, Rochester, NY MS (2006)
Business: Wade Financial Group, Inc. Minneapolis, MN, Assistant Portfolio Manager 06/30/2008- present
 Target Corporation, Minneapolis, MN 10/2006-06/2006
 Wells Fargo, Minneapolis, MN 01/2001-12/2005
 American Express Financial Advisors, Minneapolis, MN 03/2000-01/2001

Other Financial Industry Activities or Affiliation

Diane Park is the President of Park Place Wealth Management (Park Place), a registered investment adviser. Park Place offers financial planning services. WFG and Park Place do not have joint clients. Diane Park has entered into a non-compete agreement with WFG so there should not be any conflicts of interest. Park Place provides WFG's Year Round Tax Planning Service to clients that have retained it for a flat percentage payout. Diane Park services a select group of WFG clients in an advisory capacity in which she is paid an hourly rate. WFG is involved with all the clients that Diane Park and Park Place service and therefore could resume management of these relationships at any time.

Cross Transactions

The Adviser will obtain the written consent from each client with whom it may engage in an agency cross transaction, authorizing such transaction.

The Adviser will disclose in writing to each client with whom it may engage in an agency cross transaction the capacity in which it or the broker/dealer will act and that in doing so, the Adviser may be acting in a manner that might be in conflict with its duty of loyalty and care to such client.

The Adviser will ensure that each affected client receives a written confirmation at or before the completion of each agency cross transaction, which confirmation includes (i) a statement of the nature of such transaction, (ii) the date such transaction took place, (iii) an offer to furnish upon request the time when such transaction took place, and (iv) the source and amount of any other remuneration received or to be received by the Adviser and broker/dealer.

Item 9.C With respect to this last condition, except for agency cross transactions in which The Adviser or broker/dealer is participating in a distribution of securities or a tender offer, the written confirmation may state alternatively whether any other remuneration has been or will be received and that the source and amount of such other remuneration will be furnished upon written request of the client.

The Adviser will send to each affected client a written summary each year that will include (i) a statement of the total number of agency cross transactions completed involving such client's account during the preceding year, and (ii) a statement of the total amount of commissions or other remuneration received or to be received by The Adviser or

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Applicant: Wade Financial Group, Inc.	SEC File Number: 801-47676	Date: 09/01/2010
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Item of Form (identify)	Answer
Item 9.E	<p>broker/dealer for the agency cross transaction completed involving the client's account during the preceding year. The Adviser will include in the confirmation an annual summary sent to each affected client and a statement that the written consent authorizing the Adviser and broker/dealer to engage in agency cross-transactions may be revoked at any time by written notice to the Adviser or broker/dealer.</p> <p><u>Participation or Interest in Client Transactions</u> At times the interests of WFG and/or its advisory affiliates correspond with their Client's interests and WFG may invest in the same securities that are recommended to Clients. Any such instance will be coincidental and will only be in such securities that are widely held and readily marketable or redeemable. Any such coincidental purchase or sale would be minimal in relation to the total outstanding value, and as such would have negligible effect on the market price. WFG obtains information from a wide variety of publicly available sources. The advisers have no, and do not claim to have, sources of inside or private information. Recordkeeping requirements include internal logs of personal trading. All rules and regulations of the Investment Advisers Act of 1940 will be strictly enforced.</p> <p>It is further noted that the applicant is in and shall continue to be in total compliance with The Insider Trading and Securities Fraud Enforcement Act of 1988. Specifically, the applicant has adopted a firm-wide policy statement, which outlines insider-trading compliance by the applicant and its associated persons and other employees. This statement has been distributed to all associated persons and other employees of the applicant and has been signed and dated by each such person. A copy of such firm wide policy is left with such person and the original is maintained in a master file. Further, the applicant has adopted a written supervisory procedures statement highlighting the steps to be taken to implement the firm-wide policy.</p> <p>These materials are also distributed to all associated persons and other employees of the applicant, are signed, dated and filed with the insider trading compliance materials. There are provisions adopted for (1) restricting access to files, (2) providing continuing education, (3) restricting and/or monitoring trading on these securities of which the applicant's employees may have non-public information, (4) requiring all of the applicant's employees to conduct their trading through a specified broker or reporting all transactions promptly to the applicant, and (5) monitoring the securities trading of the firm and its employees and associated persons.</p> <p>The applicant or individual associated with the applicant may buy or sell securities identical to those recommended to customers for their personal account. It is the expressed policy of the applicant that no person employed by the applicant may purchase or sell any security prior to a transaction(s) being implemented for an advisory account, and therefore, preventing such employees from benefiting from the transactions placed on behalf of advisory accounts.</p> <p>The applicant or any related person(s) may have an interest or position in a certain security(ies) which may also be recommended to a Client. As these situations represent a conflict of interest, the applicant has established the following restrictions in order to ensure its fiduciary responsibilities:</p> <ol style="list-style-type: none"> 1) A director, officer or employee of the applicant shall not buy or sell securities for their personal portfolio(s) where their decision is substantially derived, in whole or in part, by reason of his or her employment unless the information is also available to the investing public on reasonable inquiry. 2) The applicant maintains a list of all securities holdings for itself, and anyone associated with this advisory practice. Compliance personnel review these holdings on a regular basis. 3) The applicant requires that all individuals must act in accordance with all applicable federal and state regulations governing registered investment advisory practices. 4) Any individual not in observance of the above may be subject to termination. <p><u>Code of Ethics</u></p> <p>The Adviser has adopted a Code of Ethics for the purpose of instructing its personnel in their ethical obligations and to provide rules for their personal securities transactions. The Adviser and its personnel owe a duty of loyalty, fairness and good faith towards their clients, and the obligation to adhere not only to the specific provisions of the Code but to the general principles that guide the Code.</p> <p>The Code covers a range of topics that may include: general ethical principles, reporting personal securities trading, exceptions to reporting securities trading, reportable securities, initial public offerings and private placements, reporting ethical violations, distribution of the Code, review and enforcement processes, amendments to Form ADV and supervisory procedures. The Adviser will provide a copy of the Code to any client or prospective client upon request.</p> <p><u>Conditions for Managing Accounts</u> WFG's fee schedule reflects that WFG will establish a relationship in the WI - AMS program at \$500,000. WFG may</p>

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Item 10	<p>waive the relationship minimum in cases where there is a family relationship with an existing WFG Client or where there is a high likelihood that the Client will meet the relationship minimum in a reasonable amount of time. In these cases, the maximum percentage charged may be adjusted up to 2.65%. There is no recommended minimum for Clients retaining FWC Services.</p> <p>As a Client's Net Worth and level of complexity increases, the reliance the Client has on WFG's advice will likely increase as well. Because of this, WFG has developed our Premium Service Package for Clients with a minimum net worth of \$2,000,000 and a Shared Family Office Package for Clients with a minimum net worth of \$5,000,000. These packages were designed to reflect the increase in the Client's reliance on our advice, the types of services performed for the Client by WFG, and the frequency of contact between the Client and WFG.</p> <p><u>Investment Authority</u> WFG will have discretion over the selection and amount of securities to be bought or sold without obtaining specific client consent.</p> <p>WFG will not have discretion over the selection of the broker to be used and the commission rates to be paid.</p> <p><u>Block Trading Allocation Practices</u> Wade Financial Group, Inc. hereby adopts the following statement, which sets forth the firm's policy concerning the fair and equitable allocation of investment opportunities.</p> <p>1.0 Prior to Placing Orders</p> <p>Prior to placing any trades, a list shall be generated which will contain all of the client accounts for which the planned trade is deemed appropriate. In the case of a purchase transaction, this list shall include the client account number, the dollar amount that should be invested, and which specific sources from which the account may purchase. In the case of a sales transaction, this list shall include the account number, amount of shares that should be sold, and which sources the account may use to sell through.</p> <p>2.0 Purchase Orders</p> <p>2.1 Placing a Purchase Order</p> <p>At such time that a reasonable purchase price has been determined, the list shall be modified to calculate the number of shares which should be purchased for each client account. The share amounts will then be calculated by dividing the dollar amount that is to be invested by the anticipated purchase price. These share values will then be rounded to the nearest 5's or 10's and this shall be directly dependent upon the price of the shares involved.</p> <p>The next step in this process will be to determine the total number of shares to be purchased. Depending upon which security is being purchased, further rounding may be necessary so that the total is a round lot.</p>
Item 12.A	<p>Once the totals have been calculated and ascertained, the objective of the firm is to successfully purchase the amount of securities during one trading day. Depending on the liquidity of the security being traded, it may be necessary to divide up the order and/or complete the order over a series of days. When the purchases are to come from multiple sources, the firm will attempt to enter the orders in a manner that is as close to simultaneous as practical under the circumstances.</p> <p>2.2 Allocation of Daily Amount Purchased</p> <p>When the entire amount is purchased during a single trading day, the average traded price will be used and all accounts will be allocated their full share of the total. Due to brokerage requirements and the various custodians utilized by our firm, an average price will be calculated for every source used.</p> <p>The purchase price for an individual account will be directly dependent on the average price of the source that had been used to purchase the investment for the account.</p> <p>In the event that the amount purchased in a single day through any source falls short of the total that was to be purchased through that source, the allocation procedure will be used to ascertain the amount that the accounts using that source will receive. The price that will be used for the accounts that receive an allocation of the purchase will be the average price for that source. This procedure will continue until all of the accounts receive their allocation or it is determined that the purchase is no longer warranted under the circumstances due to the current price.</p>

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Item of Form (identify)	Answer
	<p>3.0 Sell Orders</p> <p>3.1 Placing a Sell Order</p> <p>The initial step in this process is to ascertain the total number of shares to be sold. These totals will be based on the list of accounts for which this trade was deemed by the firm to be appropriate.</p> <p>Once the totals have been calculated and ascertained, the objective is to get this amount sold during one trading day. Depending on the liquidity of the security being traded, it may be necessary to divide up the order and complete the order over a number of trading days. When the sales are to come from multiple sources, the firm will use its best efforts to enter orders in a manner that is as close to simultaneous as practical.</p> <p>3.2 Allocation of Daily Amount Sold</p> <p>When the entire amount is sold during one trading day, the average traded price will be used and all accounts will be allocated their full share of the total. An average price will be calculated for every source used. The selling price for an individual account will depend on the average price of the source that was used to sell the investment for that particular account.</p> <p>If the amount sold in a single day through any source falls short of the total that was to be sold through that source, the allocation procedure will be used to determine the amount that the accounts using that source will sell. The price that will be used for the accounts that receive an allocation of the sale will be the average price for that source. This procedure will continue until all of the accounts receive their allocation or it is determined that the sale is no longer warranted given the current price.</p> <p>4.0 Allocation Procedure</p> <p>On partially filled orders, the preferred allocation method for high volatility securities is to make a pro-rata allocation across all accounts in which the security is being purchased. This method ensures that all applicable accounts receive the same transaction date and price. To allocate in this manner, a column will be added to the spreadsheet that is being used as part of the record keeping. This column will calculate the target purchase quantity for each account divided by the total target purchase quantity for all accounts. This establishes the fraction of total quantity for each account. Another column will then multiply this fraction for each account by the total quantity of the partially filled order. This column produces the allocation quantity for each account.</p> <p>For securities that are expected to have relatively stable prices over time, a random selection method may be used to allocate partially filled orders. To allocate in this manner, a column will be added to the spreadsheet that is being used as part of the record keeping. This column will contain a random number generated by the spreadsheet program's random number function. When allocating trades, the accounts with the lowest random numbers will receive the highest priorities. The objective of the firm here will be to allocate the entire amount to the accounts with the lowest random numbers while at the same time minimizing or even eliminating the allocation of an amount which only partially fills the amount originally requested. At the same time, the amount allocated must add up to the amount of the order that was filled. This means that the allocation scheme will attempt to allocate the trade to the accounts with the lowest random numbers where the amounts requested add up to the amount of the trade.</p> <p>On occasion and for either method, the firm may be required to either change the amount that was originally requested for an account or only allocate a portion of the amount originally requested for an account. The option used will depend on the type of transaction, the transaction costs associated with splitting up an order and the amount that the transaction is short of the original request.</p> <p><u>Brokerage/Custodian Recommendations</u> WFG participates in Charles Schwab & Co., Inc.'s Schwab Institutional (SI) service program. While there is no direct linkage between the investment advice given and participation in this program, economic benefits are received that would not occur if WFG did not give investment advice to Clients. These benefits include: receipt of duplicate Client confirmations and bundled duplicate statements; access to trading/service desks serving investment advisers exclusively; access to block trading which allows WFG to aggregate securities transactions and then allocate the appropriate shares to Client accounts; ability to have investment advisory fees deducted directly from Client account; access, for a fee to an electronic communications network for Client order entry and account information; receipt of compliance publications; and access to mutual funds and separate account managers which generally require much</p>

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Item of Form (identify)	Answer
Item 12.B & 13.A	<p>higher minimum initial investments or are generally available only to institutional investors.</p> <p>WFG may potentially qualify for "marketing dollars" due to relationships with various money managers, custodians, etc. WFG may request that such organizations participate in underwriting the cost of certain service/marketing activities, such as, but not limited to seminars, mailings, annual client dinner, advertising, etc.</p> <p>Asset Management Clients may choose to have their account managed at/implement trades through a discount broker or other capable asset custodian. WFG would recommend the services of Schwab Institutional, a division of Charles Schwab & Co. The selection is made based upon Client preferences. There may be transaction fees involved when purchasing "no-load" funds and other securities. Clients may request a disclosure of transaction fees prior to the execution of trades.</p> <p>WFG employees are not registered representatives of Schwab Institutional and WFG does not receive any commissions from recommending these services. WFG may make use of a public access system to assist Clients in implementing the trades; the trades would be reviewed and entered by registered personnel of the discount broker. WFG may purchase through discount brokers, or through independent companies, computer equipment and/or real-time computer data to facilitate sending and receiving account information.</p> <p>WFG receives client referrals from Charles Schwab & Co., Inc. ("Schwab") through participation in Schwab Advisor Network[®] ("the Service"). The Service is designed to help investors find an independent investment advisor. Schwab is a broker-dealer independent of and unaffiliated with WFG. Schwab does not supervise Advisor and has no responsibility for [Advisor's] management of clients' portfolios or Advisor's other advice or services. WFG pays Schwab fees to receive client referrals through the Service. [Advisor's] participation in the Service may raise potential conflicts of interest described below.</p> <p>WFG pays Schwab a Participation Fee on all referred clients' accounts that are maintained in custody at Schwab and a Non-Schwab Custody Fee on all accounts that are maintained at, or transferred to, another custodian. The Participation Fee paid by WFG is a percentage of the fees the client owes to WFG or a percentage of the value of the assets in the client's account, subject to a minimum Participation Fee. WFG pays Schwab the Participation Fee for so long as the referred client's account remains in custody at Schwab. The Participation Fee is billed to WFG quarterly and may increased, decreased or waived by Schwab from time to time. The Participation Fee is paid by WFG and not by the client. WFG has agreed not to charge clients referred through the Service fees or costs greater than the fees or costs WFG charges clients with similar portfolios who were not referred through the Service.</p> <p>WFG generally pays Schwab a Non-Schwab Custody Fee if custody of a referred client's account is not maintained by, or assets in the account are transferred from Schwab. This Fee does not apply if the client was solely responsible for the decision not to maintain custody at Schwab. The Non-Schwab Custody Fee is a one-time payment equal to a percentage of the assets placed with a custodian other than Schwab. The Non-Schwab Custody Fee is higher than the Participation Fees Advisor generally would pay in a single year. Thus, WFG will have an incentive to recommend that client accounts be held in custody at Schwab.</p> <p>The Participation and Non-Schwab Custody Fees will be based on assets in accounts of [Advisor's] clients who were referred by Schwab and those referred clients' family members living in the same household. Thus, WFG will have incentives to encourage household members of clients referred through the Service to maintain custody of their accounts and execute transactions at Schwab and to instruct Schwab to debit [Advisor's] fees directly from the accounts.</p>
Item 13.B	<p>For accounts of WFG clients maintained in custody at Schwab, Schwab will not charge the client separately for custody but will receive compensation from [Advisor's] clients in the form of commissions or other transaction-related compensation on securities trades executed through Schwab. Schwab also will receive a fee (generally lower than the applicable commission on trades it executes) for clearance and settlement of trades executed through broker-dealers other than Schwab. Schwab's fees for trades executed at other broker-dealers are in addition to the other broker-dealer's fees. Thus, WFG may have an incentive to cause trades to be executed through Schwab rather than another broker-dealer. WFG acknowledges its duty to seek best execution of trades for client accounts. Trades for client accounts held in custody at Schwab may be executed through a different broker-dealer than trades for [Advisor's] other clients. Thus, trades for accounts custodied at Schwab may be executed at different times and different prices than trades for other accounts that are executed at other broker-dealers.</p> <p>In addition if a client transaction results in a trade error that produces a gain the custodian in this case Schwab will keep the gains resulting from the trade errors.</p>

**Schedule F of
Form ADV**

Continuation Sheet for Form ADV Part II

Applicant: Wade Financial Group, Inc.	SEC File Number: 801-47676	Date: 09/01/2010
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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: Wade Financial Group, Inc.	IRS Empl. Ident. No.: 41-1768777
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Item of Form (identify)	Answer
Item 13.B cont.	<p><u>Client Referrals</u></p> <p>WFG may compensate for Client referrals. All solicitors' agreements are in compliance with the Investment Advisers Act of 1940 Section 275.206(4)-3. All fees are paid pursuant to the written solicitor's agreement, to be retained by both the solicitor and our firm. All applicable federal and state laws will be observed. All Clients procured by solicitors will be given full written disclosures describing the terms and fee arrangements between the adviser and the solicitor prior to or at the time of entering into the advisory agreement.</p> <p>Wade Financial Group ("WFG") receives client referrals from WebFinance Inc. (wiseradvisor.com) and Paladin Registry Inc. These corporations are designed to help investors find independent investment advisors. WebFinance Inc. and Paladin Registry Inc. are not registered investment advisers or broker-dealers. WebFinance Inc. and Paladin Registry Inc. do not supervise Advisor and have no responsibility for WFG's management of clients' portfolios or Advisor's other advice or services. WFG pays WebFinance Inc. and Paladin Registry Inc. a flat fee per referral/lead generated through their Service.</p> <p>Clients in need of brokerage and custodial services will have Charles Schwab & Company recommended to them. As part of the SI program, WFG receives benefits that it would not receive if it did not offer investment advice (See the disclosure under Item 13.A. of this Schedule F narrative).</p> <p>WFG participates in Charles Schwab & Co.'s, Schwab Institutional (SI) service program. While there is no direct linkage between the investment advice given and participation in the SI program, economic benefits are received which would not be received if WFG did not give investment advice to clients. These benefits include: receipt of duplicate client confirmations and bundled duplicate statements; access to a trading desk serving SI participants exclusively; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to client accounts; ability to have investment advisory fees deducted directly from client account; access, for a fee, to an electronic communication network for client order entry and account information; receipt of compliance publications; and access to mutual funds which generally require significantly higher minimum initial investments or are generally available only to institutional investors. The benefits received through participation in the SI program may or may not depend upon the amount of transactions directed to, or amount of assets custodied by, Charles Schwab & Co., Inc.</p> <p>Schwab also makes available to WFG other products and services that benefit WFG but may not benefit its clients' accounts. Some of these other products and services assist WFG 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 WFG's fees from its clients' accounts, and assist with back-office functions, recordkeeping and client reporting. Many of these services generally may be used to service all or a substantial number of WFG's accounts, including accounts not maintained at Schwab Institutional. Schwab Institutional also makes available to WFG other services intended to help WFG manage and further develop its business enterprise. These services may include consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance, and marketing. In addition, Schwab may make available, arrange and/or pay for these types of services rendered to WFG by independent third parties. Schwab Institutional 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 WFG. While as a fiduciary, WFG endeavors to act in its clients' best interests, WFG's recommendation/requirement that clients maintain their assets in accounts at Schwab may be based in part on the benefit to WFG of the availability of some of the foregoing products and services 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>