

DISCLOSURE DOCUMENT OF



FINANCIAL COMMODITY INVESTMENTS (FCI)

A VIRGINIA CORPORATION REGISTERED WITH THE
COMMODITY FUTURES TRADING COMMISSION AS A
COMMODITY TRADING ADVISOR

**CREDIT PREMIUM PROGRAM
FCI - CPP**

THE COMMODITY FUTURES TRADING COMMISSION HAS NOT PASSED UPON THE MERITS OF
PARTICIPATING IN THIS TRADING PROGRAM NOR HAS THE COMMISSION PASSED ON THE
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THE DATE OF THIS DISCLOSURE DOCUMENT IS FEBRUARY 15, 2011.

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GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT CONTAINED IN
THIS DISCLOSURE DOCUMENT.

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RISK DISCLOSURE STATEMENTS

COMMODITY FUTURES RELATED DISCLAIMER

THE RISK OF LOSS IN TRADING COMMODITY INTERESTS CAN BE SUBSTANTIAL. YOU SHOULD THEREFORE CAREFULLY CONSIDER WHETHER SUCH TRADING IS SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION. IN CONSIDERING WHETHER TO TRADE OR TO AUTHORIZE SOMEONE ELSE TO TRADE FOR YOU, YOU SHOULD BE AWARE OF THE FOLLOWING:

IF YOU PURCHASE A COMMODITY OPTION YOU MAY SUSTAIN A TOTAL LOSS OF THE PREMIUM AND OF ALL TRANSACTION COSTS.

IF YOU PURCHASE OR SELL A COMMODITY FUTURES CONTRACT OR SELL A COMMODITY OPTION OR ENGAGE IN OFF-EXCHANGE FOREIGN CURRENCY TRADING YOU MAY SUSTAIN A TOTAL LOSS OF THE INITIAL MARGIN FUNDS OR SECURITY DEPOSIT AND ANY ADDITIONAL FUNDS THAT YOU DEPOSIT WITH YOUR BROKER TO ESTABLISH OR MAINTAIN YOUR POSITION. IF THE MARKET MOVES AGAINST YOUR POSITION, YOU MAY BE CALLED UPON BY YOUR BROKER TO DEPOSIT A SUBSTANTIAL AMOUNT OF ADDITIONAL MARGIN FUNDS, ON SHORT NOTICE, IN ORDER TO MAINTAIN YOUR POSITION. IF YOU DO NOT PROVIDE THE REQUESTED FUNDS WITHIN THE PRESCRIBED TIME, YOUR POSITION MAY BE LIQUIDATED AT A LOSS, AND YOU WILL BE LIABLE FOR ANY RESULTING DEFICIT IN YOUR ACCOUNT.

UNDER CERTAIN MARKET CONDITIONS, YOU MAY FIND IT DIFFICULT OR IMPOSSIBLE TO LIQUIDATE A POSITION. THIS CAN OCCUR, FOR EXAMPLE, WHEN THE MARKET MAKES A "LIMIT MOVE."

THE PLACEMENT OF CONTINGENT ORDERS BY YOU OR YOUR TRADING ADVISOR, SUCH AS A "STOP-LOSS" OR "STOP-LIMIT" ORDER, WILL NOT NECESSARILY LIMIT YOUR LOSSES TO THE INTENDED AMOUNTS, SINCE MARKET CONDITIONS MAY MAKE IT IMPOSSIBLE TO EXECUTE SUCH ORDERS.

A "SPREAD" POSITION MAY NOT BE LESS RISKY THAN A SIMPLE "LONG" OR "SHORT" POSITION.

THE HIGH DEGREE OF LEVERAGE THAT IS OFTEN OBTAINABLE IN COMMODITY INTEREST TRADING CAN WORK AGAINST YOU AS WELL AS FOR YOU. THE USE OF LEVERAGE CAN LEAD TO LARGE LOSSES AS WELL AS GAINS.

IN SOME CASES, MANAGED COMMODITY ACCOUNTS ARE SUBJECT TO SUBSTANTIAL CHARGES FOR MANAGEMENT AND ADVISORY FEES. IT MAY BE NECESSARY FOR THOSE ACCOUNTS THAT ARE SUBJECT TO THESE CHARGES TO MAKE SUBSTANTIAL TRADING PROFITS TO AVOID DEPLETION OR EXHAUSTION OF THEIR ASSETS. THIS DISCLOSURE DOCUMENT CONTAINS, AT PAGE 7, A COMPLETE DESCRIPTION OF EACH FEE TO BE CHARGED TO YOUR ACCOUNT BY THE COMMODITY TRADING ADVISOR.

THIS BRIEF STATEMENT CANNOT DISCLOSE ALL THE RISKS AND OTHER SIGNIFICANT ASPECTS OF THE COMMODITY INTEREST MARKETS. YOU SHOULD THEREFORE CAREFULLY STUDY THIS DISCLOSURE DOCUMENT AND COMMODITY INTEREST TRADING BEFORE YOU TRADE, INCLUDING THE DESCRIPTION OF THE PRINCIPAL RISK FACTORS OF THIS INVESTMENT, AT PAGE 10.

YOU SHOULD ALSO BE AWARE THAT THIS COMMODITY TRADING ADVISOR MAY ENGAGE IN TRADING FOREIGN FUTURES OR OPTIONS CONTRACTS. TRANSACTIONS ON MARKETS LOCATED OUTSIDE THE UNITED STATES, INCLUDING MARKETS FORMALLY LINKED TO A UNITED STATES MARKET MAY BE SUBJECT TO REGULATIONS WHICH OFFER DIFFERENT OR DIMINISHED PROTECTION. FURTHER, UNITED STATES REGULATORY AUTHORITIES MAY BE UNABLE TO COMPEL THE ENFORCEMENT OF THE RULES OF REGULATORY AUTHORITIES OR MARKETS IN NON-UNITED STATES JURISDICTIONS WHERE YOUR TRANSACTIONS MAY BE EFFECTED. BEFORE YOU TRADE YOU SHOULD INQUIRE ABOUT ANY RULES RELEVANT TO YOUR PARTICULAR CONTEMPLATED TRANSACTIONS AND ASK THE FIRM WITH WHICH YOU INTEND TO TRADE FOR DETAILS ABOUT THE TYPES OF REDRESS AVAILABLE IN BOTH YOUR LOCAL AND OTHER RELEVANT JURISDICTIONS.

OFF-EXCHANGE FOREIGN CURRENCY (FOREX) RELATED DISCLAIMER

YOU SHOULD ALSO BE AWARE THAT THIS COMMODITY TRADING ADVISOR MAY ENGAGE IN OFF-EXCHANGE FOREIGN CURRENCY TRADING. SUCH TRADING IS NOT CONDUCTED IN THE INTERBANK MARKET. THE FUNDS DEPOSITED WITH A COUNTERPARTY FOR SUCH TRANSACTIONS WILL NOT RECEIVE THE SAME PROTECTIONS AS FUNDS USED TO MARGIN OR GUARANTEE EXCHANGE-TRADED FUTURES AND OPTION CONTRACTS. IF THE COUNTERPARTY BECOMES INSOLVENT AND YOU HAVE A CLAIM FOR AMOUNTS DEPOSITED OR PROFITS EARNED

ON TRANSACTIONS WITH THE COUNTERPARTY, YOUR CLAIM MAY NOT BE TREATED AS A COMMODITY CUSTOMER CLAIM FOR PURPOSES OF SUBCHAPTER IV OF CHAPTER 7 OF THE BANKRUPTCY CODE AND REGULATIONS THEREUNDER. YOU MAY BE A GENERAL CREDITOR AND YOUR CLAIM MAY BE PAID, ALONG WITH THE CLAIMS OF OTHER GENERAL CREDITORS, FROM ANY MONIES STILL AVAILABLE AFTER PRIORITY CLAIMS ARE PAID. EVEN FUNDS THAT THE COUNTERPARTY KEEPS SEPARATE FROM ITS OWN FUNDS MAY NOT BE SAFE FROM THE CLAIMS OF PRIORITY AND OTHER GENERAL CREDITORS.

FURTHER, YOU SHOULD CAREFULLY REVIEW THE INFORMATION CONTAINED IN THE RISK DISCLOSURE STATEMENT OF THE FUTURES COMMISSION MERCHANT OR RETAIL FOREIGN EXCHANGE DEALER THAT YOU SELECT TO CARRY YOUR ACCOUNT.

THIS COMMODITY TRADING ADVISOR IS PROHIBITED BY LAW FROM ACCEPTING FUNDS IN THE TRADING ADVISOR'S NAME FROM A CLIENT FOR TRADING COMMODITY INTERESTS. YOU MUST PLACE ALL FUNDS FOR TRADING IN THIS TRADING PROGRAM DIRECTLY WITH A FUTURES COMMISSION MERCHANT OR RETAIL FOREIGN EXCHANGE DEALER, AS APPLICABLE.

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FINANCIAL COMMODITY INVESTMENTS (FCI)

Introduction

FINANCIAL COMMODITY INVESTMENTS (“FCI”) was organized under the Commonwealth of Virginia in November 2005 for the purpose of offering investment advisory and portfolio management services to investors who seek to achieve both capital appreciation of its assets and current income by making investments which FCI believes offers significant potential opportunities for growth and income.

The primary trading strategy of the FCI - CPP (and with “CPP” an acronym for “Credit Premium Program”) is to sell, on behalf of a client, options on commodity contracts offered in the derivatives markets – primarily in the exchange traded market although trading may occur in the off-exchange foreign currency (forex) market. An option on a commodity contract gives the purchaser of the option the right but not the obligation to take a position at a specified price (the “striking,” “strike” or “exercise” price) in the underlying commodity contract. The purchase price of an option is referred to as its “premium” and is paid to the seller of the option. As the seller (or writer) of an option, the clients of FCI will earn the premiums paid by the option buyers.

If the option expires without being exercised (which is what FCI anticipates will happen), the client (as the option writer) retains the full amount of the premium. It should be emphasized, however, that the seller of an option has unlimited risk if the market moves against its positions. In order for FCI - CPP to be profitable, FCI must properly manage this risk.

FCI has been a registered commodity trading advisor (“CTA”) and Member of the National Futures Association (“NFA”) from January 9, 2006 and January 31, 2006, respectively, until March 8, 2009; and then from May 12, 2009 until present. FCI’s principal place of business is located at 462 Herndon Parkway, Suite 205, Herndon, Virginia 20170; telephone (703) 435-2777; Fax (703) 787-0111. *The registration of FCI with the CFTC and FCI’s membership in NFA must not be taken as an indication that any such agency or self-regulatory body has recommended or approved FCI or the program offered hereby.*

Clients should not open a managed account with FCI unless they are familiar with options on commodities and have sufficient knowledge and experience in financial and business matters to render them capable of evaluating the merits and risks of the prospective investment.

The minimum account size is fifty thousand dollars (\$50,000), provided that FCI may, in its discretion, waive the minimum account size. Clients should view an account as a long-term investment with the objective of seeking capital appreciation over time. At inception, an account in FCI - CPP will encounter a startup period during which it may incur certain risks related to the initial investment of assets. In an effort to manage such risk, FCI has developed procedures governing the appropriate timing for the commencement of trading and the appropriate means of moving toward full portfolio commitment for a new account. Due to general market conditions, an account may experience short-term unrealized losses while moving toward a “full portfolio commitment.” (FCI will identify and make an initial investment when a market opportunity presents itself, and will make follow-on investments as further opportunities are presented - once an account has reduced its initial cash balance and invested *pari passu* –occurring at the same time– with a model account or is situated similar to a majority of the accounts in FCI - CPP it is deemed to be at a “full portfolio commitment.”)

The following description of FCI and its trading methods and strategies is general and is not intended to be exhaustive. Commodity trading methods are proprietary and complex, so only the most general descriptions are possible; no attempt has been or could be made to provide a precise description of FCI’s strategy. While FCI believes that the description of FCI’s methods and strategies included herein may be of interest to prospective clients, such persons must be aware of the inherent limitations of such description.

The composite performance data of all client accounts managed by FCI pursuant to FCI – CPP or otherwise may be found on pages nineteen (19) to twenty-one (21). FCI has also traded proprietary accounts, the performance of which can be found on pages twenty-two (22) through twenty-four (24) of this document.

Investment Program

The goal of FCI is to achieve appreciation with the use of alternative investment strategies. FCI attempts to obtain consistent quarterly returns that exceed those of the equity market and to protect capital against adverse market trends.

FCI - CPP engages in the selling or “writing” options (puts and calls) on futures contracts in the natural gas, crude oil, coffee, soybeans, corn, and financial currency markets (among others), and in the off-exchange foreign currency (forex) market. With respect to forex trading, FCI limits its trading to the major currency pairs. Furthermore, FCI may engage in exchange for futures trading, a transaction whereby an off-exchange contract is novated and exchanged for an on-exchange one.

In the future, FCI - CPP may trade a broader portfolio of options, futures and cash markets. In so doing, FCI reserves the right to place trades in any commodity futures contract, forex contract, or option contracts thereon, on any exchange or marketplace, foreign or domestic, at FCI’s sole discretion.

Similar to FCI’s Option Selling Strategy program, the primary trading strategy of FCI - CPP is to sell, on behalf of a client, options on commodity contracts. However, FCI - CPP is different from the Option Selling Strategy program because FCI - CPP may sell options that are likely to be closer to the expiration date, ranging from four (4) days to ninety (90) days from expiration, (versus thirty (30) to forty-five (45) days from expiration for the Option Selling Strategy program), and, therefore, closer to being “in the money.” The program also utilizes more of a vertical credit and calendar spread strategy, thus reducing per trade capital requirements. When premium collection transactions become unprofitable contracts, offsetting commodity contracts or options are purchased as a hedge to limit further commodity contract losses. The net effect is that FCI - CPP targets higher returns with additional contracts being executed. There is an increased likelihood of the strike price being met on options written versus the portfolio of options written in the Option Selling Strategy program. Furthermore, FCI - CPP is more progressive with its rolling forward, exiting out of option contracts, and with the rolling further out as a hedge to limit contract losses. FCI - CPP also utilizes directional trades from time to time. This occurs when underlying futures appear to be over extended in either an over or under valued status in relation to historical values of an underlying commodity. Finally, FCI - CPP program utilizes larger margin account balances with capital requirements targeted at a range of forty percent (40%) to sixty percent (60%) of the total account balance.

FCI has extensive research and knowledge in the area of selling far out of the money (“OTM”) options. Historically, about ninety percent (90%) of the purchasers of options are net losers on their purchased investment in options. Many of the purchasers of options are making this investment merely as an insurance investment; allowing them to hedge their underlying commodity from a substantial decrease in value. This is done as insurance to protect against a substantial increase or decrease of their underlying investment. Other purchasers of options of commodities are speculators. These speculators are playing calculated odds, assuming that an event may occur, causing a substantial shift in the value of an underlying commodity.

FCI uses an approach to trading that relies heavily on selling or “writing” options on commodity contracts. FCI may also, from time to time, purchase options and may employ the use of hedge strategies such as option spreads, strangles, straddles, or may purchase or sell futures and/or forex contracts to offset an open option position.

The implementation of this trade program depends on both technical and fundamental considerations. Technical analysis involves the study of charted prices, volumes, momentum, strengths, and moving averages to determine the future course of prices. Technical indicators also include the prices of various options, both in absolute terms in relation to their historic price level, and in relative terms comparing the prices of puts to the prices of similar calls. Fundamental considerations include the condition of the market, the trend and volatility of the markets, supply and demand, as well as business and economic factors, governmental policies, weather, and other worldwide events, which can influence the markets.

FCI utilizes an almost market neutral trading strategy and does not specifically attempt to forecast market direction. FCI sells options on futures or forex contracts on the side of a commodity to which it has strong underlying research, knowledge, and belief as to where the commodity is not going. Either OTM call or put options are written, followed by appropriate adjustments based on movement of the underlying futures contract. Profits are derived when the price of the options that have been written (sold) declines such that the options can be purchased for amounts less than the price at which those options were initially sold. Profits also are realized when options expire worthless, providing full profit on the option premium sold (after commission and other fees). FCI’s primary trading philosophy is for profits to be made when the value of options are reduced as a function of time, rather than a function of market direction. From time to time, a directional future or forex position will be either bought or sold again, depending on the underlying research, market conditions, and knowledge of anticipated direction of a commodity.

The profitability of a trading program consisting of selling options depends upon the subsequent price movement of the underlying commodity contract. For example if FCI writes puts on an index, and the puts are not bought in before their expiration, the strategy will be profitable if the index is above the strike price of the put when the put expires. If

the price of the underlying contract is below the strike price of the put when the put expires, the strategy may potentially produce a loss.

Conversely, if FCI writes calls on a commodity contract, and the calls are not bought in before their expiration, the strategy will be profitable if the underlying contract is below the strike price of the call when the call expires. If the price of the underlying contract is above the strike price of the call when the call expires, the strategy may potentially produce an unlimited loss.

In contrast to FCI's Option Selling Strategy program it is the intention of FCI - CPP to write options that are closer to the strike price of the commodity. It is estimated that these options are approximately ten percent (10%) to fifteen percent (15%) out of the money from the price of the underlying futures contract. "Out-of-the-money" puts have strike prices below the current price of the underlying futures contract, and "out-of-the- money" calls have strike prices above the current price.

Writing options that are closer to the strike price, have a noticeably improved reduction in the bid/ask spread on these options. There is also much more liquidity on the closer options. This will improve with FCI's overall execution of writing options with favorable annual yields. Should the program need to exit these options, again with an improved bid/ask spread, losses will be minimized with the improved liquidity.

The price of the underlying commodity contract determines whether the option expires without being exercised (which is what FCI anticipates will happen) or whether the option is exercised because it is "in-the-money." Prices on commodity contracts are volatile. Price movements of these contracts are influenced by a wide variety of complex and hard to predict factors, such as: government trade, fiscal, monetary and exchange control programs and policies; national and international political and economic events; changes in interest rates; and prevailing psychological characteristics of the marketplace. The profitability of FCI's options program may depend on anticipating trends in the volatile price movements of futures contracts.

FCI has developed a proprietary strategy for finding, measuring, monitoring, investing, and recognizing the commendable returns for option selling. Real time pricing information is used and is compared to the additional numerous amounts of financial data available. Information used to influence the investing decisions includes:

- The historical pricing patterns of the underlying assets and/or indices;
- The historical and current implied volatility and is compared to the commodity's historical and current volatility;
- The commodity's price movement;
- Current press release and financial forecasted data of an commodity; and
- The liquidity of an underlying asset and its related option.

An investment of option selling is done with the strategy of selling options that are targeted to expire within one (1) to six (6) months of expiration. The current price of the underlying commodity, the volatility of the commodity, and the amount of time left until expiration, all are factored in determining the calculated percent of probability for FCI's investment strategy to be profitable.

The entire investment portfolio is further monitored, by consistently calculating the expected returns, using discounted probabilities of options expiring out of the money and the estimated monthly premiums received on an annual basis. The portfolio is monitored and adjusted so that maximum annualized returns are achieved with minimal additional risk. The portfolio is further adjusted based on the financial markets. By collecting premiums from the selling of far out of the money options, commendable annualized returns can be achieved. And it is this strategy that allows investors to attain commendable returns, in an environment, that is not dependent on whether the financial markets are in an increasing, decreasing, and/or stagnant mode.

FCI utilizes extensive research material to find and identify specific commodities and the underlying option contracts appropriate for these strategies. FCI's investment manager, Craig B. Kendall, is also experienced and versed in the measurement of the risk and returns associated with these alternative investment strategies.

The amount of an account's net assets committed to margin and option premiums will vary as a result of market volatility, among other reasons. On average, forty percent (40%) to sixty percent (60%) of net assets of an account will be committed to margin and option premiums, although, due to market conditions, the amount committed may be

substantially higher at various times. In addition, if an exchange or the client's FCM increases margin requirements (because of market volatility or otherwise), the percentage of net assets committed to margin and option premiums may increase to levels beyond the stated averages.

There can be no assurance that the investment objectives of FCI will be achieved.

Physical and Cash Commodities

FCI may trade in physical or cash commodities for immediate or deferred delivery, including specifically gold bullion, as well as futures, options, swaps, and forward contracts when it believes that cash markets offer comparable or superior market liquidity or ability to execute transactions at a single price. Cash transactions, as opposed to futures transactions, relate to the purchase and sale of specific physical commodities. Whereas futures contracts are generally uniform except for price and delivery time, cash contracts may differ from each other with respect to such terms as quantity, grade, mode of shipment, terms of payment, penalties, risk of loss, and the like. There is no limitation on daily price movements of cash, swap, or forward contracts transacted through banks, brokerage firms, or government dealers, and those entities are not required to continue to make markets in any commodity.

Risk Management

FCI projects a trading range for a commodity contract over a specified period of time, usually from four (4) days to three (3) months. After considering other factors, FCI sells put and/or call options on the outer limits of that trading range. If the contract price stays within the projected range, time will erode the value of the option to the purchaser, the option will be worthless at expiration, and the premium that the client collected upfront, net of brokerage fees, will be profit. If the contract price starts to get close to a strike price and threatens to breach one of the projected limits, FCI will hedge its positions as a method of managing risk.

It should be emphasized that, unlike an option buyer who risks losing only his investment in the premium, the seller of an option has unlimited risk. FCI must carefully manage this risk. If it does not manage this risk, a client could have substantial losses. In addition, there may be market conditions that make it impossible to properly manage this risk. Thus, FCI's options selling program is designed for sophisticated investors who can accept a high degree of risk.

Due to the risks involved in selling options, significant emphasis is placed on risk management techniques to minimize the losses on any particular trade on the portfolio as a whole. Stop-loss orders are used and managed in a proprietary manner to balance the potential loss in any trade versus the opportunity for maximum profit. Stop-loss orders may not necessarily limit losses since they become market orders upon execution; as a result a stop-loss order may not be executed at the stop-loss price. Depending on the model used, risk may be managed through variable position size or risk levels for any market. Additionally, modern portfolio techniques are used to construct the overall portfolio for a given program. These techniques will account for the volatility and correlation for markets as well as behavior during specific market extremes. Portfolio adjustments will be made to account for systematic changes in the relationships across markets. Portfolios are managed to meet risk and volatility tolerances.

Disciplined Investment Process

FCI believes that an investment strategy can only be as successful as the discipline of the manager to adhere to its requirements in the face of market adversity. Unlike discretionary traders, whose decisions may be subject to behavioral biases, FCI practices a disciplined investment process.

In addition, FCI's approach is dependent in part on the existence of certain technical and fundamental indicators. There have been periods in the past when there were no such market indicators, and those periods may recur.

Disciplined Adaptation to Changing Market Conditions

FCI maintains an absolute commitment to consistent portfolio construction and program integrity. FCI has not been persuaded to change the fundamental elements of the portfolios by short-term performance, although adjustments may be made over time. Over the years, FCI has changed the basic methodologies that identify signals in the markets. FCI believes that its track record will benefit substantially from its adherence to its models during and even after periods of negative returns.

The dynamic elements of FCI's investment process involve periodic adaptation to changing market conditions and subjective discretionary decisions on such matters as portfolio weightings, leverage, position size, effective trade execution, capacity and entry into new markets—all of which depend on professional experience and market knowledge. These changes are made as warranted by FCI's research findings and in the context of FCI's underlying principles.

Decisions made by FCI are based on an assessment of available facts. However, because of the large quantity of facts at hand, the number of available facts that may be overlooked and the variables that may shift, any investment decision must, in the final analysis, be based on the judgment of FCI.

Trade Placement

FCI executes trades worldwide in markets that are the most liquid for the specific trade that is being made. Trades are executed by money managers, with each member of the team fully responsible for the trade's fulfillment, and are recorded and reviewed for strict adherence to procedures.

Depending on market conditions, order size and other factors, FCI will decide to execute a trade using a particular order type, which may include "market price," "market-at-discretion" or "market limit." Whether entering or exiting the markets, FCI trading follows specific procedures designed to help minimize the impact of any immediate adverse price developments.

FCI trades electronically on behalf of its client accounts. FCI, in its discretion, may also continue to place orders by traditional means, including telephone and telecopy. FCI believes that electronic trading provides a faster method of accessing the variety of markets that it trades than the traditional method of placing trade orders over the telephone.

Electronic trading provides for greater order execution risk controls to be incorporated into electronic order placement which should reduce the potential for errors during the order placement process. Electronic trading also increases the overall level of confidentiality for FCI with respect to the marketplace and it will also prevent miscommunication of instructions between FCI and the executing brokers. Trade processing efficiency is another key benefit to electronic trading.

FCI places trades for all accounts, including accounts for Financial Investment, LP ("FILP") an investment fund operated by FII, that it manages as "bunched orders" or "block orders", in which trades for all accounts are placed for execution in a group or bunch, and then are allocated to individual accounts when the order has been completed or at the end of the trading day.

When customer trade orders are entered at varying price levels, FCI uses the average price and quantity method of order allocation. Under such a method, FCI will instruct an (the) FCM to calculate the average price for each block order and allocate the actual fill prices among the accounts included in the order to approximate, as closely as possible, the average fill price. This process improves the efficiency of trade placement, and is intended to provide better pricing and execution of orders for all accounts. FCI provides the brokerage firms with allocated fills pursuant to FCI's allocation methodology. FCI will make available to any customer upon request (i) the general nature of the allocation methodology FCI uses, and (ii) summary or composite execution and allocation data sufficient for that customer to compare the results of execution and allocation for its account with those for the accounts of comparable customers and any proprietary account participating in the bunched order process.

FCI is obligated to make all post-order allocations fair and equitable, so that no account or group of accounts consistently receives favorable or unfavorable treatment. In addition, FCI's allocation methodology must be sufficiently objective and specific to permit independent verification of the fairness of the allocation and reconstruction of the allocation methodology.

Commencement of Trading

Each new account will encounter a startup period during which it may incur certain risks related to the initial investment of assets. In an effort to manage such risk, FCI has developed procedures governing the appropriate timing for the commencement of trading and the appropriate means of moving toward full portfolio commitment for new accounts. FCI, at its discretion, may delay the actual start of trading for an account for an extended period of time or adjust position size in relation to account equity in certain markets or in an entire investment program. The firm may also invest a new account more slowly than it would a more mature account. These procedures may be modified from time to time, and no assurance is given that they will be successful in moving an account toward full portfolio commitment without substantial losses which might have been avoided, or foregoing substantial profits which might have been achieved, by other means of initiating investment in the markets.

Position Size

Adjustments in position size in relation to account equity have been and continue to be an integral part of FCI's investment strategy. At its discretion, FCI may adjust the size of a position in relation to equity in the account that is taken in certain markets or entire investment programs. Such adjustments may be made at certain times for some investment programs but not for others. Factors which may affect the decision to adjust the size of a position in relation to account equity include ongoing research, program volatility, current market volatility, risk exposure, subjective judgment, and evaluation of these and other general market conditions. Such decisions to change the size of a position may positively or negatively affect performance and will alter risk exposure for an account. Adjustments in position size relative to account equity may lead to greater profits or losses, more frequent and larger margin calls, and greater brokerage expense. No assurance is given that such adjustments will result in profits for client accounts. FCI reserves the right to alter, at its sole discretion and without notification to you, its policy regarding adjustments in position size relative to account equity.

Notional Funds

Please Note: The following is provided solely for the purpose of helping prospective clients fully understand the information contained in this Disclosure Document. It is not meant as a recommendation by FCI to clients to fund accounts with notional equity. Clients should consult their financial advisors to determine whether or not the use of notional equity is suitable for them.

Clients may direct FCI to employ notional funds when trading a client's account. Notional funds in a client's account are funds not actually held in the account, but have been committed by a client to the trading activity of the account. Notional funds are only accepted on accounts funded with one-hundred thousand dollars (\$100,000) of actual cash or greater.

Notional equity creates additional leverage in an account relative to the cash in such account. This additional leverage results in proportionately greater risk of loss (and opportunity for gain). While the possibility of losing all of the cash in an account is present in all accounts, accounts that contain notional equity have a proportionately greater risk of loss. For example, in an account which is funded with only fifty percent (50%) cash (and, therefore, with fifty percent [50%] notional equity), a ten percent (10%) loss of the account's total value (based on both cash and notional equity) will equal a loss of twenty percent (20%) of the cash in the account. The mathematical formula for converting rate of return percentages based on the nominal account size to rate of return percentages based on the partial funding level may be stated as follows: $(\text{nominal account size} / \text{actual funds}) * n = a$. In the foregoing, n is the rate of return percentage based on the nominal account size and a is the ROR percentage based on actual funds.

FCI permits an account to leverage up with up to fifty percent (50%) notional equity. So, for example, an account funded with one-hundred thousand dollars (\$100,000) of actual cash may only employ fifty thousand dollars (\$50,000) of notional equity.

A client's monthly management fee is based on the total nominal account value, which includes notional funds in addition to actual net assets. Therefore, a two percent (2%) annual fee based on a fully-funded account will equal a four percent (4%) annual fee based on an account funded only as to fifty percent (50%) of its fully-funded size.

An account employing notional equity may receive more frequent and larger margin calls.

Those parties interested in employing the use of notional funds must complete Exhibit 5, "Special Disclosure for Notionally Funded Accounts."

Management

Craig B. Kendall is the sole principal of FCI, an affiliate of Financial Investments, Inc. He became a registered principal of FCI with the CFTC on January 9, 2006, and became registered as an associated person ("AP") of FCI on January 31, 2006, and with such registrations terminating on March 8, 2009. Mr. Kendall re-registered as a principal of FCI with the CFTC on May 1, 2009, and became registered as an AP of FCI on May 12, 2009. (Mr. Kendall's gap in registration is the result of a restructuring with FCI's affiliate, Financial Investments, Inc.)

Mr. Kendall is solely responsible for all money management, trade execution, and risk management of all transactions executed on behalf of FCI. Biographic information regarding Mr. Kendall is set forth below.

Mr. Kendall is the owner and manager of Kendall & Company, CPA, and Financial Investments, Inc. ("FII"). He is a CPA licensed in the Commonwealth of Virginia. Mr. Kendall has operated Kendall & Company since 1993,

a Herndon, Virginia based CPA firm, tailoring its services to entrepreneurial business needing comprehensive CPA and Chief Financial Officer, "CFO Services for Hire."

In 1997, Mr. Kendall founded FII. FII is an investment firm that has been an NFA member since July 15, 2003; has been registered with the CFTC as a CTA since February 4, 2009; was registered with the CFTC as an introducing broker ("IB") from July 2003 through August 2006; and is registered as an investment advisor with the Commonwealth of Virginia. FII advises clients in the acquisition of or investment in securities or other instruments. Until April 2009, FII operated as a registered commodity pool operator and hedge fund that traded a portion of its assets pursuant to FCI's Option Selling Strategy. Mr. Kendall has been listed as a principal and registered as an AP of FII since July 25, 2003.

Mr. Kendall was registered as an associated person of Traders Edge, an introducing broker, from January to July 2003 but never did any actual business with the firm. Mr. Kendall served as the Controller and Chief Financial Officer ("CFO") of Renex Corp., a Woodbridge, Virginia electronic manufacturer firm from January 1987 until forming Kendall & Company.

Mr. Kendall graduated from Washington & Lee University in 1978. He received his CPA license from Maryland in 1981 and from Virginia in 1991.

Mr. Kendall received his Series 6, 63, 65 and 3 Securities Licenses in 2001 and currently maintains his license as a Registered Investment Advisor.

His business experience includes over twenty (20) years in the finance, accounting and investment banking industry.

MANAGEMENT FEES AND INCENTIVE FEES

General

As compensation for its advisory services, FCI may charge both a monthly management fee and an incentive fee. Because FCI may structure each account (including the applicable fees) to meet specific client needs, the following description of FCI's fees represents a general guideline. FCI reserves the right to waive or reduce fees for any client or account without notification to other client accounts of such a waiver or reduction. Unless otherwise agreed to in writing, all fractional dollar amounts of any fees are rounded to the nearest dollar.

Management Fees

FCI will be pre-paid monthly a non-refundable management fee of one twelfth of one percent (.083%) of the Net Assets (as defined herein) of the client's account prior to the commencement of trading at each calendar month (the "Management Fee(s)"). FCI may waive or reduce the Management Fee in its discretion.

Net Assets shall mean an account's total assets, including any notional equity declared, less total liabilities, determined in accordance with Generally Accepted Accounting Principles. Net Assets will include the sum of all cash and any unrealized profit or loss on open positions. All open positions shall be valued at their then market value which means, with respect to open commodity positions, the settlement price determined by the exchanges on which such positions are maintained. If there are no trades on the date of the calculation due to the operation of the daily price fluctuation limits or due to closing of the exchange on which positions are maintained, the contract will be valued at the settlement price as determined by the exchange on the first subsequent day on which the position could be liquidated. With respect to an open position in the forex market, the price is determined by getting then current dealer quotes with respect to such positions.

Incentive Fees

Each client is generally required to pay FCI a monthly fee based on the profitability of FCI's trading for the client's account. Such fee is twenty-five percent (25%) of Net Trading Profits (the "Incentive Fee(s)"). FCI may waive or reduce the Incentive Fee in its discretion. FCI's Incentive Fee may be modified by FCI and its clients depending on a variety of factors. Because FCI may structure each account (including the applicable fees) to meet specific client needs, the foregoing description of FCI's Incentive Fee represents a general guideline only, and specifically does not represent the maximum or minimum Incentive Fee that may be charged to an account.

Net Trading Profits is equal to the excess of an account's Net Assets at the end of the calendar month over its Net Assets at the end of the highest previous month or its Net Assets on the date trading commences, whichever is higher

– (i.e., the “high-water mark”) and as further adjusted to eliminate the effect on the account’s Net Assets resulting from new capital contributions or capital withdrawals, if any, made during the period, whether the assets are held separately or in a margin account. Losses attributable to capital withdrawals shall not be carried forward.

Net Trading Profits shall be net of all accrued or payable brokerage commissions, fees and other expenses and shall include interest or other income not directly related to trading activity. The Incentive Fees calculation also includes, in part, unrealized appreciation on open positions. Such appreciation may never be realized by a client. For example, if at the end of a month the client’s account had unrealized profits on open positions, FCI may receive an Incentive Fee based on such unrealized profits. Following such payments, those open positions might, due to adverse market conditions, be closed out at no profit or a loss; nevertheless if a client’s account incurs a loss after an Incentive Fee has been paid, such Incentive Fee will not be rebated and FCI will retain the fee, but no further Incentive Fee will be made in subsequent months until the account again has Net Trading Profits. If an account closes out before the end of a month, the closing date will be deemed the end of the month for purposes of calculating such Incentive Fee.

Because FCI receives Incentive Fees, it may be inclined to trade in a more speculative manner than if it received only a percentage-of-assets fee.

Incentive Fees and Management Fees are calculated by FCI and paid directly out of a client’s account, unless FCI and the client have otherwise made a different arrangement. Upon calculation by FCI, FCI is authorized by the client to deduct the fees directly from the client’s account.

The client’s Management Fee is calculated based on the total nominal account value, which includes notional funds in addition to actual Net Assets. Therefore, a one percent (1%) annual fee based on a fully-funded account will equal a one and one quarter percent (1.25%) annual fee based on an account funded only as to eighty percent (80%) of its fully-funded size.

FCI may, at its discretion, share a portion of its fees with certain parties (who are appropriately registered under the Commodity Exchange Act (“CEA”) or are exempt therefrom) portions of the fees that FCI earns as compensation for the introduction of clients’ accounts. Such parties must be registered with the CFTC as an IB or as an FCM. The IB or FCM may remit some or all of its compensation to certain of its employees who are registered as associated persons.

BROKERAGE ARRANGEMENTS

Clients must select an FCM (and not a Retail Foreign Exchange Dealer – referred to herein as an “RFED”) at which their accounts are maintained and through which trades will be executed. Clients may select the FCM of their choice, and are free to also choose a separate IB, if they prefer to have one. Each client will receive confirmations and monthly account statements from its FCM reflecting all transactions entered into on its behalf by FCI. These records should be reviewed immediately upon receipt in order to monitor the status of the account managed by the Advisor, and should be retained for future reference.

In order to provide for more efficient execution of orders for the account, FCI may place orders for execution through one broker, which will later be “given up” by the executing broker to the client’s FCM. Give-up trades may be floor trades or even electronic platform trades. When signing the Investment Management Agreement attached hereto, the client agrees to pay all “give up” fees. Give up transaction fees will customarily range between approximately two dollars (\$2) and four dollars (\$4) per side.

With respect to forex trading, the difference between the bid price and offer price quoted by a forex dealer (i.e., which is either a registered FCM or RFED) is known as the “spread” and is measured by a percentage in points (“PIPs”). A PIP is the smallest price increment of trading in a foreign currency. The FCM or RFED attempts to make trading profits by trading the difference between its quoted bid and offer spread. The FCM or RFED customarily “pays for order flow” by rebating back to a party that has referred the account one (1) PIP, commonly referred to as a rebate. In the event your account was referred by an IB, a PIP rebate is likely paid to the IB for the introduction of the account, and is paid in lieu of a commission. FCI does not share in any PIP rebates.

POTENTIAL CONFLICTS OF INTEREST

Other Clients and Business Activities of FCI

FCI has agreed to treat all clients equitably. However, FCI advises numerous clients, and a conflict of interest may arise because FCI is allocating its time and orders among different client accounts. These various other accounts

may be deemed to be competing for the same or similar positions in the market. When advising more than one account, price volatility and variations in liquidity from time to time as well as differences in order execution may make it impossible for FCI to obtain identical trade executions for all accounts. Further, FCI and its principal may also determine from time to time that some investment opportunities are appropriate for certain clients (of FCI or an affiliate thereof) and not others, due to differing objectives, time horizons, liquidity needs or availability, or other general market conditions.

The principal of FCI devotes time to other business ventures in addition to managing the assets of clients.

The Commodity Broker

Commodity brokers have numerous clients and will be executing trades for a variety of different clients in the same markets at the same time. Executing orders for different, and possibly competing, customers at the same time involves an inherent conflict of interest. Certain clients of the client's FCM may be allotted lower brokerage rates than other clients.

Incentive Fees

The incentive fee paid by Clients to FCI is based on a percentage of profits. This arrangement may create an incentive for FCI to make trades that are riskier or more speculative than would be the case of FCI solely compensated by an asset-based management fee.

Proprietary Trading

FCI and its principal may trade in the commodity markets for their own accounts (i.e., non-customer and proprietary accounts). A potential conflict of interest with respect to the client account may exist if non-customer and proprietary trades are executed in similar positions, at the same time, and in the same market. Records of this trading will not be available for inspection by clients. Such trading may create conflicts of interest on behalf of one or more such persons in respect of their obligations to clients.

Because FCI, the client's FCM, and its respective principal and affiliates may trade for their own accounts at the same time they are involved in trading activities on behalf of clients, prospective clients should be aware that — as a result of testing a new trading system, trading their proprietary accounts more aggressively or other similar actions — such entities and their persons may from time to time take positions in their proprietary accounts which are opposite, or ahead of, the positions taken for clients.

MATERIAL LEGAL MATTERS OF FCI

Neither FCI nor any of its principals have been the subject of any administrative, civil, or criminal action, whether pending, on appeal, or concluded, within the preceding five (5) years that FCI would deem material for purposes of Part 4 of the Regulations of the CFTC, except as follows.

In March 2010, the CFTC filed a complaint in the U.S. District Court for the Eastern District of Virginia charging FII with failing to distribute and file its commodity pool's annual reports in a timely manner for the years 2004 through 2006. FII and the CFTC settled this matter May 2010 for a civil monetary penalty of one-hundred and thirty thousand dollars (\$130,000).

On February 10, 2011, NFA issued a Complaint charging FCI and Kendall with using deceptive and misleading promotional material and failing to supervise. The Complaint also charged FCI with using promotional material which was required to be pre-approved by NFA prior to first use but was not. The matter is still pending.

RISK FACTORS

An investment in FCI - CPP is speculative and involves a high degree of risk. Because your liability in trading futures in an individually managed account (rather than through a limited-liability vehicle such as a fund) is not limited, you must be able to bear the loss of more than your entire investment.

General

Liability in Excess of Amounts Deposited With FCM

Prospective clients should be aware that the FCI - CPP offered hereby does not involve a limited liability structure, *i.e.*, a limited-liability vehicle. The program involves writing options, as described above, a strategy which is generally considered to be particularly risky. Prospective clients should carefully review the Risk Disclosure Statements set forth on page i of this Disclosure Document.

Past Results Not Necessarily Indicative of Future Performance

Prospective clients should note that, while FCI has a positive track record and FCI (and its principal) have experience in the asset advisory arena, past results are no assurance of future performance. The trading methods of FCI - CPP may not be successful and thereby may cause a client to incur losses on the positions that it initiates. Market volatility may not be as expected, thereby affecting the success of the trading strategies. FCI cautions prospective clients to take seriously the warning required by both the CFTC and NFA: PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE RESULTS; AN INVESTMENT IN THE PROGRAM OFFERED HEREBY IS SPECULATIVE AND INVOLVES A SUBSTANTIAL RISK OF LOSS.

Effects of Trading Multiple Investment Programs

FCI makes trading decisions for each of its investment programs independently of trading decisions for the other FCI investment programs. If a client's account trades with multiple FCI investment programs, it could hold opposite positions in the same or similar commodity contracts at or about the same time or during the same period of time, with no net change in holdings.

In addition, due to similarities among FCI investment programs, the potential diversification benefits of trading multiple investment programs may be less than would be the case with multiple trading programs offered by independent managers. A client will lose risk control benefits of market diversification during these periods when an investment program's positions are concentrated in a limited number of markets.

Furthermore, according to new forex regulations, if your account holds opposite positions in foreign currency customers of foreign currency will not be allowed to hold offsetting positions. If a customer's account immediately prior to an offsetting purchase or sale is greater than the quantity purchased or sold, the FCM must apply such offsetting purchase or sale to the oldest portion of the previously held short or long position.

Failure of Brokerage Firms

Under CFTC regulations, FCMs are required to maintain a client's assets held for trading exchange traded instruments in a segregated account. If the FCM used by the client fails to do so, the client may be subject to a risk of loss of his funds on deposit with his FCM in the event of its bankruptcy. In addition, under certain circumstances, such as the inability of another client of the FCM or the FCM itself to satisfy substantial deficiencies in such other client's account, a client may be subject to a risk of loss of his funds on deposit with his FCM, even if such funds are properly segregated. In the case of any such bankruptcy or client loss, a client might recover, even in respect of property specifically traceable to the client, only a pro rata share of all property available for distribution to all of the FCM's clients.

Customer funds held in the account for the purchase or sale of forex interests are not guaranteed by any U.S. Exchange or derivatives clearing organization nor are such funds subject to the customer funds segregation requirements or special bankruptcy rules that apply to customer funds under the CEA and CFTC regulations for the purchase or sale of futures contracts. Therefore, customer funds for forex trading may be subject to heightened risk if there is a bankruptcy or failure by such an institution, and in such an event a client may receive no assets or only a portion of assets.

The Futures and Forward Markets

Selling Options on Futures and Forex Contracts

The primary trading strategy of FCI will be to sell, on behalf of a client, options on futures contracts. An option on a futures contract gives the purchaser of the option the right but not the obligation to take a position at a specified price (the “striking,” “strike” or “exercise” price) in the underlying futures contract. The purchase price of an option is referred to as its “premium” and is paid to the seller of the option. As the seller (or writer) of an option, the clients of FCI will earn the premiums paid by the option buyers.

Selling options entails considerable risk. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavorably. The seller will also be exposed to the risk that the purchaser will exercise the option, obligating the seller to either settle the option in cash or to acquire and deliver the underlying interest. If the position is “covered” by the seller holding a corresponding position in the underlying interest, commodity contract, or another option, the risk of loss may be reduced, but the loss may still exceed the premium received. If the option is not covered, the risk of loss can be unlimited. FCI intends to generally cover its option selling by purchasing a corresponding option.

Stated another way, a buyer of options does limit his risk to the amount of his investment in the option. The writer, or seller of options, takes on unlimited risk. There is no limit on how large the loss can be. Losses can and will be the amount that the option is “in-the-money” at the time of expiration, should the option actually expire in the money.

The price of the relevant commodity contract on which the option is derived determines whether the option expires without being exercised (which is what FCI anticipates will happen) or whether the option is exercised because it is “in-the-money.” Prices on futures contracts are volatile. Price movements are influenced by a wide variety of complex and hard to predict factors, such as: government trade, fiscal, monetary and exchange control programs and policies; national and international political and economic events; changes in interest rates; and prevailing psychological characteristics of the marketplace. The profitability of FCI’s options selling program may depend on anticipating trends in the volatile price movements of the underlying futures contracts.

Commodity Trading is Highly Leveraged

Because of the low margin deposits normally required in futures contract trading (typically between two percent (2%) and fifteen percent (15%) of the value of the interest purchased or sold), an extremely high degree of leverage is typical of a futures contract trading account. As a result, a relatively small price movement in a futures contract may result in immediate and substantial losses to the investor. For example, if at the time of purchase ten percent (10%) of the price of a futures contract is deposited as margin, a ten percent (10%) decrease in the price of the contract would, if the contract is then closed out, result in a total loss of the margin deposit before any deductions for brokerage commissions. A decrease of more than ten percent (10%) would result in a loss of more than the total margin deposit. Thus, like other leveraged investments, any trade may result in losses in excess of the amount invested. The sale of options on futures contracts presents the same risks.

When the market value of a particular open position changes to a point where the margin on deposit in a participating customer’s account does not satisfy the applicable maintenance margin requirement imposed by the brokerage firm, the customer, and not FCI, will receive a margin call from the brokerage firm. If the customer does not satisfy the margin call within a reasonable time (which may be as brief as a few hours) the brokerage firm will close out the customer’s position.

“Zero-Sum” Markets

Futures and forex trading is a “zero-sum,” risk transfer activity. For every gain there is an equal and offsetting loss rather than a mutual participation over time in economic growth.

FCI’s trading may exhibit a high degree of volatility.

Commodity Trading May be Illiquid

Most United States commodity exchanges limit price fluctuations in certain commodity interest prices during a single day by means of “daily price fluctuation limits” or “daily limits.” The daily limit, which is set by most

exchanges for all but a portion of the expiration month, imposes a floor and a ceiling on the prices at which a trade may be executed, as measured from the last trading day's close. While these limits were put in place to lessen margin exposure, they may have certain negative consequences for a customer's trading. For example, once the price of a particular contract has increased or decreased by an amount equal to the daily limit, thereby producing a "limit-up" or "limit-down" market, positions in the contract can neither be taken nor liquidated unless traders are willing to effect trades at or within the limit. Contract prices in various commodities have occasionally moved the daily limit for several consecutive days with little or no trading. Similar occurrences could prevent FCI from promptly liquidating unfavorable positions and subject a participating customer to substantial losses that could exceed the margin initially committed to such trades.

No Intrinsic Value to Investments

The FCI - CPP offered hereby can neither be successfully considered on a stand-alone basis nor provide beneficial diversification to a portfolio unless it trades successfully. Clients will not acquire assets with intrinsic value. The program offered hereby is entirely speculative and is not based on the appreciation in value of any asset. There can be no assurance whatsoever that FCI will be able to generate profits for its clients by participating in the risk transfer markets in which it will exclusively concentrate its trading operations.

Foreign Exchanges

Trading on exchanges outside the United States is not regulated by any United States governmental agency and may involve certain risks not applicable to trading on United States exchanges. For example, some foreign exchanges, in contrast to United States exchanges, are similar to the forex market in that they are "principal's markets" in which performance is the responsibility only of the individual member with whom the trader has entered into a contract and not of an exchange or clearing corporation. Moreover, such trading may be subject to whatever regulatory provisions are applicable to transactions effected outside the United States, whether on foreign exchanges or otherwise. Trading on foreign exchanges involves the additional risks of expropriation, burdensome or confiscatory taxation, moratoriums, and investment controls or political or diplomatic events which might adversely affect the FCI's trading activities.

Possible Regulatory Changes

There has been significant international governmental concern expressed concerning, for example, the need to overhaul regulation of the derivatives markets in general. In the current environment, perhaps more than in prior periods, prospective clients must recognize the possibility of future regulatory changes altering, perhaps to a material extent, the nature of an investment in the program offered hereby.

For example, certain exchanges may significantly affect the margin requirements applicable in connection with FCI's trading. Accordingly, FCI will not be able to trade the market value based on a particular level of Net Assets, as was previously possible. Reduced position levels may lead to lower profit potential. Furthermore, FCI may be required to close out positions more quickly in adverse market conditions, which may result in frequent losses.

Futures Contracts

A futures contract is an agreement, made through the facilities of an established exchange, by which the seller agrees to deliver and the buyer agrees to accept, a certain quantity of a specified grade of a commodity during a designated delivery month at a specified price. Certain futures contracts, such as those in Eurodollar time deposits or stock indices, are closed out by cash settlement of the profit or loss of an open position rather than by delivery. Speculative traders rarely expect to take delivery of any commodity under a futures contract. Rather, they hope to realize profits from fluctuations in the price of futures contracts, "offsetting" such contracts by taking an equal and opposite position in the same contract before delivery is due. A margin deposit is required to initiate both "long" and "short" futures positions.

Additional margin is required if unrealized losses in open positions reduce the margin on deposit below required minimums. Unlike margin in the securities industry, which essentially constitutes a loan from a client's stockbroker, margin in futures trading acts as a deposit to give assurance to a trader's futures broker of the trader's ability to pay for any losses which may be incurred on the trader's positions.

Forex and Over-The-Counter Risks

When FCI engages in forex or other over-the-counter trading, clients deal with an FCM as a counterparty-principal. As a result, such investments are subject to risks relating to (i) the credit worthiness of such off-exchange

counterparty (there is less protection against defaults in principal trading than in trades on exchanges because an exchange or clearinghouse guarantees trades), (ii) the lack of trading in standardized contracts, and (iii) the high degree of leverage that is often attainable in forex trading, which can lead to large losses as well as gains. The dealers in these markets may limit positions available to your account. These dealers are not required to continue to make markets in the markets they trade and these markets can experience illiquidity. In addition, there is no limitation on daily price movements and speculative position limits are not applicable to these markets. Disruptions can occur in trading due to unusually high trading volume, government intervention or other factors. Market illiquidity or disruption, inability or refusal of a party to perform, insolvency, bankruptcy or other causes affecting the foreign currency prime broker, or your counterparty in a specific transaction, could also result in major losses. Due to the foregoing factors, the trading of such contracts may involve greater risks than the trading of futures on exchanges.

Exchange for Futures

FCI may engage in “exchange for futures” (“EFF”) transactions for a client account. If FCI is prevented from making use of an EFF due to a change in regulatory treatment or other factors, the performance of an account could be adversely affected. The account could be denied certain profit opportunities, and could lose a potentially convenient means of liquidating positions against which the market was moving.

Margins

Margin is the amount of funds that must be deposited by a trader with his or her brokerage firm to secure the obligation either to make or accept delivery under a futures or futures contract or to make an offsetting sale or purchase. Because futures and futures contracts are customarily bought and sold on margins which range upward from less than two percent of the purchase price of the contract, price fluctuations occurring in futures and futures markets may create profits and losses that are greater than are customary in other forms of investment. The margin deposit required of an account will be reduced or increased daily as a consequence of fluctuations in the market price of the open contracts held for the account, and additional deposits may become necessary as a consequence of adverse market movements. Exchanges impose, and may at any time increase, minimum margin requirements, and brokers may, in their discretion, further increase the amount of margin required from any account.

The foregoing is not a complete summary of the complex and highly various futures, forex and options markets. Each client should familiarize themselves with option writing, commodities, and index future contracts, short selling, futures contract trading, covered and uncovered option contract buying and selling, and use of borrowed funds, carefully read the Risk Disclosure Statement in the front of this Disclosure Document and the following description of the risks connected with such opening an account.

Risk Management

Due to the volatile nature of trading commodity contracts, FCI adheres to strict money management principles to increase the opportunity for success of the trading program.

Position exposure and the potential percentage loss that the portfolio may incur in unfavorable market moves are continuously monitored. Volatility models are used to determine position size adjustments to maintain the programs maximum position exposure limits. Position exposure limits are the total equity risked in any one market, and is generally between one half of one percent (0.5%) and one and one half percent (1.5%) of total equity. An increase of the volatility model will cause a position size reduction in any particular market. While the reduction of position size is applied to avoid unwanted draw-downs, it can also result in missed opportunity. While the exposure of risk has been reduced, the potential for profit is reduced as well.

Methodology Specific Risks

Failure of Electronic Trading Systems

At times, FCI undertakes transactions on an electronic trading system. Electronic trading systems are susceptible to temporary disturbance or breakdown, including the failure of hardware and software. The result of any system failure may be that orders are not executed to FCI’s directions or are not affected at all.

Limited Portfolio May Result in Increased Volatility

Trading a limited portfolio may result in clients experiencing greater performance volatility and greater risk of loss than would be experienced by a more diversified portfolio.

Changes in Trading Approach

FCI may make material changes in the trading approaches which it implements. It is impossible to predict how such changes may affect trading on behalf of FCI's clients. Clients will be informed of any change in FCI's trading approach that FCI considers to be material.

Spread Trades

Spread trades will not necessarily reduce the risk associated with trading. Spread trades are no less risky than an outright futures position. Spread trades may include increases in costs, i.e. fees and commissions.

Dependence of the Clients on FCI

Clients are dependent upon the services of FCI. The incapacity of FCI's principal, Mr. Kendall, could have a material and adverse effect on FCI's ability to discharge its obligations under the Client's Investment Management Agreement.

Increasing the Assets Managed by FCI May Degrade Returns

There appears to be a tendency for the rates of return achieved by advisors to degrade as assets under management increase. FCI has not agreed to limit the amount of additional equity which it may manage, and is actively engaged in seeking major new accounts.

THE FOREGOING LIST OF RISK FACTORS DOES NOT PURPORT TO BE A COMPLETE EXPLANATION OF THE RISKS INVOLVED IN THIS OFFERING. POTENTIAL CLIENTS SHOULD READ THIS ENTIRE OFFERING MEMORANDUM, AND FAMILIARIZE THEMSELVES WITH INVESTMENTS IN OPTION WRITING, COMMODITIES, AND INDEX FUTURE CONTRACTS, SHORT SELLING, FUTURES CONTRACT TRADING, COVERED AND UNCOVERED OPTION CONTRACT BUYING AND SELLING, BEFORE DECIDING WHETHER TO INVEST IN THE PROGRAM OFFERED HEREBY.

THE FUTURES AND FOREX MARKETS

Futures, Option and Forward Contracts

Commodity futures contracts in the United States are required to be made on a commodity exchange and call for the future delivery of various agricultural and nonagricultural commodities, or financial instruments at a specified time and place. These contractual obligations may be satisfied either by taking or making physical delivery of an approved grade of the particular commodity (or, in the case of some contracts, by cash settlement) or by making an offsetting sale or purchase of an equivalent commodity futures contract on the same (or a linked) exchange prior to the designated date of delivery.

When FCI engages in forex or other over-the-counter trading, clients deal with an FCM as a counterparty-principal. As a result, and unlike exchange trading, such investments are subject to risks relating to the credit worthiness of such off-exchange counterparty – i.e., there is less protection against defaults in principal trading than in trades on exchanges because an exchange or clearinghouse guarantees trades. In such instances, the FCM generally acts as principal in the transaction and includes its anticipated profit and costs in the prices it quotes for such contract, perhaps also charging a mark-up as a fee for arranging the trade.

An option on a futures or forex contract gives the purchaser of the option the right (but not the obligation) to take a position at a specified price in the underlying commodity contract. The seller of the option is obligated to take the opposite position at the same specified price if the option is exercised. As described herein, selling or writing options can lead to unlimited losses. See "Risk Factors".

Hedgers and Speculators

The two (2) broad classifications of persons who trade in commodity futures and options are “hedgers” and “speculators.” The commodities markets enable the hedger to shift the risk of price volatility to the speculator. The usual objective of the hedger is to protect the profit which he expects to earn from his farming, merchandising or processing operations, rather than to profit from his futures trading. Unlike the hedger, the speculator generally does not expect to deliver or receive any physical commodity, electing instead to offset his futures or option position in the futures or option markets themselves, thereby recognizing profit or loss based on the difference between the price at which a position was acquired and that at which it was later offset. The speculator risks his capital with the hope of making profits from fluctuations in futures or option prices. Speculators rarely take delivery of physical commodities but rather close out their positions by entering into offsetting purchases or sales of futures contracts.

Commodity Exchanges

Commodity exchanges provide centralized market facilities for trading in futures contracts relating to specified commodities. Each of the commodity exchanges in the United States has an associated “clearinghouse.” Once trades made between members of an exchange have been confirmed, each member firm party to the trade looks only to the clearinghouse for performance.

Clearinghouses do not deal with customers, but only with member firms, and the “guarantee” of performance under open positions provided by the clearinghouse does not run to customers. If a customer’s commodity broker becomes bankrupt or insolvent, or otherwise defaults on such broker’s obligations to such customer, the customer in question may not receive all amounts owing to such customer in respect of his trading, despite the clearinghouse fully discharging its obligations. See “Risk Factors.” In contrast to United States exchanges, the forex market and many non-United States markets (many of which are not, in fact, “exchanges” in the same sense as United States exchanges) are “principals’ markets,” where trades remain the liability solely of the traders involved and there is no clearinghouse to support traders’ obligations under their open contracts.

FCI may in the future trade on a number of commodity exchanges located outside the United States and its jurisdiction.

Position Limits

The CFTC has established limits (“speculative position limits”) on the maximum net long or net short positions that any person may hold or control in certain futures contracts. Futures exchanges also have established such limits. All accounts controlled by FCI must be combined for speculative position limit purposes. If positions in those accounts were to approach the level of speculative position limits such limits could cause a modification of FCI’s trading decisions for a client’s account, or force liquidation of certain futures positions. Such position limits do not exist in the forex market.

Daily Limits

Most United States exchanges limit by regulations the maximum permissible fluctuation in commodity futures contract prices during a single trading day. Once a contract price has moved the “daily limit,” no more trading may take place in such contract during such trading day. Such limits do not exist in the forex market.

Margins

Margin represents a security deposit to assure a traders’ performance under their open positions. When a position is established, “initial margin” is deposited and at the close of each trading day “variation margin” is either credited or debited from a trader’s account, representing the unrealized gain or loss on open positions during the day. If “variation margin” causes a trader’s “initial margin” to fall below “maintenance margin” levels, a “margin call” will be made requiring the trader either to deposit additional margin or have his position closed out.

PRIVACY POLICY

This privacy policy explains the manner in which FCI collects, utilizes and maintains nonpublic personal information about FCI’s clients, as required under recently enacted federal legislation. This privacy policy only applies to nonpublic information of clients who are individuals (not entities).

Collection of Investor Information

FCI collects personal information about its clients mainly through the following sources:

- Subscription forms, client questionnaires and other information provided by the client in writing, in person, by telephone, facsimile, electronic mail or by any other means. This information includes name, address, nationality, tax identification number, and financial and investment qualifications; and
- Transactions within FCI, including account balances, investments and withdrawals.

Disclosure of Nonpublic Personal Information

FCI does not sell or rent client information. FCI does not disclose nonpublic personal information about its clients to nonaffiliated third parties or to affiliated entities, except as permitted by law. For example, FCI may share nonpublic personal information in the following situations:

- With service providers in connection with the administration and servicing of FCI, which may include attorneys, accountants, auditors and other professionals. FCI may also share information in connection with the servicing or processing of FCI transactions;
- With affiliated companies in order to provide accounts with ongoing personal advice and assistance to provide products and services that may be of value to accounts;
- To respond to a subpoena or court order, judicial process or regulatory authorities;
- To protect against fraud, unauthorized transactions (such as money laundering), claims or other liabilities; and
- Upon consent of a client to release such information, including authorization to disclose such information to persons acting in a fiduciary or representative capacity on behalf of the client.

Protection of Investor Information

FCI's policy requires that all employees, financial professionals and companies providing services on its behalf keep client information confidential.

FCI maintains safeguards that comply with federal standards to protect client information. FCI restricts access to the personal and account information of clients to those employees who need to know that information in the course of their job responsibilities. Third parties with whom FCI shares client information must agree to follow appropriate standards of security and confidentiality.

FCI's privacy policy applies to both current and former clients. FCI may disclose nonpublic personal information about a former client to the same extent as for a current client.

Changes to Privacy Policy

FCI may make changes to its privacy policy in the future. FCI will not make any change affecting accounts without first sending account holders a revised privacy policy describing the change. In any case, FCI will send account holders a current privacy policy at least once a year as long as the account holder continues to be a client of FCI.

GENERAL

Transactions effected for accounts managed by FCI may be subject to tax and accounting considerations. While FCI has general familiarity with these matters, FCI itself does not render professional tax counsel. Clients are advised to retain a professional tax adviser for the purposes of carefully assessing such matters with respect to the client's particular tax planning objectives and accounting standards.

In addition to the execution of the accompanying exhibits, each client may also be required to execute the various new account forms, powers-of-attorney, risk disclosure documents, notional equity agreement (where applicable), and customer agreements of the FCM for the client's account.

ACCOUNT PROCEDURES

Pooled accounts, funds, and individually managed accounts may invest in any of the FCI investment programs in the sole discretion of FCI. Please contact FCI to inquire into the minimum account size accepted in any particular investment program.

First, you must select an FCM which will maintain your account. You may also choose an IB if you wish. FCI requires all investors to open accounts only at FCMs which are capable of handling all markets traded by FCI, including over-the-counter foreign currency. FCI reserves the right to deny any client the use of any FCM which FCI does not approve.

FCI may place orders for execution through an executing broker, which will later “give up” such order to a client’s FCM, in order to provide for more efficient execution. FCI cannot make any assurances that such give ups will result in a more efficient execution.

A client’s FCM will have custody of its client’s funds, not FCI, and the FCM will furnish clients with confirmations of all transactions in a client’s account, including monthly statements showing trading activities and other statements generally furnished customers by FCMs.

INSTRUCTIONS FOR OPENING AN ACCOUNT

1. Complete these required forms (check when completed):
 - Investment Management Agreement (Exhibit 1)
 - Client Information Questionnaire (Exhibit 2)
 - Trading Authorization (Exhibit 3)
 - Fee Payment Authorization (Exhibit 4)
2. Open an account with the Futures Commission Merchant where your account will be carried, and an IB if you so elect.
3. If desired, complete the optional Special Disclosure for Notionally Funded Accounts (Exhibit 5).
4. Complete, date and sign the account application from the Futures Commission Merchant, including Trading Authorization (“power of attorney”) form.
5. Issue a check payable to the Futures Commission Merchant.
6. Return completed forms to:

Financial Commodity Investments
Attn: New Accounts
462 Herndon Parkway
Suite 205
Herndon, Virginia 20170
7. Keep the Disclosure Document and exhibits for your records.

PERFORMANCE INFORMATION

The composite performance data of all client accounts managed by FCI pursuant to FCI - CPP or otherwise may be found on pages nineteen (19) to twenty-one (21). The performance of FCI - CPP has, to date, been employed in a proprietary trading account of FCI. The performance of this account may be found on page twenty-two (22) of this Document.

Specifically, Table A represents performance of client accounts managed pursuant to FCI - CPP from January 2009 to date. Table B represents the track record for the Option Selling Strategy (i) from January until December 2006 under a predecessor entity with common control as FCI, and (ii) by FCI for several managed accounts from January 2006 to date. Table C represents performance of client accounts managed pursuant to FCI – FXPP from January 2011 to date. Mr. Kendall is the sole trading principal of both FCI and FII. Table D represents performance of FCI’s proprietary account managed pursuant to FCI - CPP from May 2006 to date. Table E represents performance of FCI’s proprietary account managed pursuant to the Option Selling Strategy from January 2006 to date. Table F represents performance of FCI’s proprietary account managed pursuant to the FCI – FXPP from January 2011 to date.

Parties interested in making an investment in the the Option Selling Strategy or the FX Premium Program must first receive and review the applicable Disclosure Document from FCI. The results set forth below are not indicative of the results that may be achieved by a client. The markets in which the performance record was compiled have been and are changing; a trading program or approach successful in a particular set of market conditions might not be successful in other market conditions existing now or in the future. No representation is or could be made that the results set forth below are representative of FCI’s current trading program or that a client will or are likely to achieve profits or incur losses similar to those shown.

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**TABLE A
FCI - CPP
PERFORMANCE CAPSULE**

PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE RESULTS

Historical performance:

Name of Trading Advisor:	Financial Commodity Investments
Name of Trading Program:	Credit Premium Program
Inception of Trading by FCI:	January, 2006
Inception of Trading in Offered Program:	January 2009 – Customer
Number of Accounts Currently Trading Pursuant to the Program as of January 31, 2011:	376
Total Assets Managed by FCI (including “notional” equity):	\$53,061,587
Total Assets Managed by FCI (excluding “notional” equity):	\$51,116,434
Total Assets Traded in Offered Program (including “notional” equity):	\$32,411,576
Total Assets Traded in Offered Program (excluding “notional” equity):	\$30,736,422
Number of Profitable Accounts that have Closed:	18
Range of Rates of Return for Accounts Closed with Net Lifetime Profits:	0 to 12%
Number of Unprofitable Accounts that have Closed:	48
Range of Rates of Return for Accounts Closed with Net Lifetime Losses:	0 to -15%
Largest Monthly Drawdown, September, 2010:	-12.29%
Worst Peak-to-Valley Drawdown, August 2010 – September 2010:	-12.29%

Monthly Rates of Return

	2011	2010	2009
January	3.57%	1.53%	7.10%
February		.87%	6.37%
March		-1.72%	4.52%
April		1.17%	2.35%
May		4.78%	-6.46%
June		2.51%	8.19%
July		-1.29%	.81%
August		2.08%	-0.17%
September		-12.29%	-2.07%
October		2.21%	0.76%
November		-.73%	3.64%
December		.98%	1.66%
YTD	3.57%	-.96%	29.04%

Notes Concerning Performance Follow After Table F.

TABLE B
OPTION SELLING STRATEGY
PERFORMANCE CAPSULE

PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE RESULTS

Historical performance:

Name of Trading Advisor:	Financial Commodity Investments
Name of Trading Program:	Options Selling Strategy
Inception of Trading by FCI:	January, 2006
Inception of Trading in Offered Program:	July, 2004
Number of Accounts Currently Trading Pursuant to the Program as of January 31, 2011:	231
Total Assets Managed by FCI (including "notional" equity):	\$53,061,587
Total Assets Managed by FCI (excluding "notional" equity):	\$51,116,434
Total Assets Traded in Offered Program (including "notional" equity):	\$20,505,180
Total Assets Traded in Offered Program (excluding "notional" equity):	\$20,235,181
Number of Profitable Accounts that have Closed:	112
Range of Rates of Return for Accounts Closed with Net Lifetime Profits:	0 to 91%
Number of Unprofitable Accounts that have Closed:	225
Range of Rates of Return for Accounts Closed with Net Lifetime Losses:	0 to -37%
Largest Monthly Drawdown, October, 2008:	-26.3%
Worst Peak-to-Valley Drawdown, July, 2008 – December, 2008:	-34.64%

Monthly Rates of Return

	2011	2010	2009	2008	2007	2006
January	4.58%	5.21%	9.23%	3.88%	1.30%	4.40%
February		2.97%	2.56%	-1.15%	0.39%	3.10%
March		-0.90%	5.36%	2.37%	-0.18%	4.20%
April		1.50%	2.15%	3.34%	7.10%	3.20%
May		6.74%	-7.78%	2.42%	1.70%	9.40%
June		4.52%	6.10%	2.86%	1.61%	3.70%
July		-4.98%	2.94%	2.91%	1.08%	0.50%
August		-1.82%	-3.33%	-1.24%	4.65%	14.00%
September		-13.88%	2.06%	-4.36%	-4.50%	-1.81%
October		-1.66%	7.45%	-26.30%	-8.84%	-1.66%
November		4.07%	4.80%	2.80%	0.51%	1.72%
December		.89%	2.96%	-8.67%	1.44%	7.28%
YTD	4.58%	.85%	38.91%	-23.02%	5.53%	58.48%

Notes Concerning Performance Follow After Table F.

**TABLE C
FCI - FXPP
PERFORMANCE CAPSULE**

PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE RESULTS

Historical performance:

Name of Trading Advisor:	Financial Commodity Investments
Name of Trading Program:	FX Premium Program
Inception of Trading by FCI:	January, 2006
Inception of Trading in Offered Program:	January, 2011
Number of Accounts Currently Trading Pursuant to the Program as of January 31, 2011:	3
Total Assets Managed by FCI (including "notional" equity):	\$53,061,587
Total Assets Managed by FCI (excluding "notional" equity):	\$51,116,434
Total Assets Traded in Offered Program (including "notional" equity):	\$144,831
Total Assets Traded in Offered Program (excluding "notional" equity):	\$144,831
Number of Profitable Accounts that have Closed:	N/A
Range of Rates of Return for Accounts Closed with Net Lifetime Profits:	N/A
Number of Unprofitable Accounts that have Closed:	N/A
Range of Rates of Return for Accounts Closed with Net Lifetime Losses:	N/A
Largest Monthly Drawdown:	N/A
Worst Peak-to-Valley Drawdown:	N/A

Monthly Rates of Return

	2011
January	.53%
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	
YTD	.53%

Notes Concerning Performance Follow After Table F.

TABLE D
FCI - CPP
PROPRIETARY PERFORMANCE CAPSULE
INCLUSIVE OF PRO FORMA FEES

PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE RESULTS

Historical performance:

Name of Trading Advisor:	Financial Commodity Investments
Name of Trading Program:	Credit Premium Program
Inception of Trading by FCI:	January, 2006
Inception of Trading in Offered Program:	May, 2006 – Proprietary
Number of Accounts Currently Trading Pursuant to the Program as of January 31, 2011:	1
Total Assets Managed by FCI (including “notional” equity):	\$53,061,587
Total Assets Managed by FCI (excluding “notional” equity):	\$51,116,434
Total Proprietary Assets Managed by FCI (including “notional” equity):	\$401,620
Total Proprietary Assets Managed by FCI (excluding “notional” equity):	\$301,620
Total Proprietary Assets Traded in Offered Program (including “notional” equity):	\$156,706
Total Proprietary Assets Traded in Offered Program (excluding “notional” equity):	\$106,706
Number of Profitable Accounts that have Closed:	0
Range of Rates of Return for Accounts Closed with Net Lifetime Profits:	N/A
Number of Unprofitable Accounts that have Closed:	0
Range of Rates of Return for Accounts Closed with Net Lifetime Losses:	N/A
Largest Monthly Drawdown, September, 2010:	-12.29%
Worst Peak-to-Valley Drawdown, August, 2010 – September 2010:	-12.29%

Monthly Rates of Return

	2011	2010	2009	2008	2007	2006
January	3.57%	1.53%	7.10%	2.54%	-0.13%	
February		0.87%	6.37%	1.50%	1.37%	
March		-1.72%	4.52%	1.19%	1.29%	
April		1.17%	2.35%	2.44%	8.60%	
May		4.78%	-6.46%	2.18%	3.39%	6.67%
June		2.51%	8.19%	3.22%	1.19%	9.68%
July		-1.29%	.81%	2.59%	.44%	5.07%
August		2.08%	-0.17%	2.52%	3.66%	5.13%
September		-12.29%	-2.07%	-5.04%	2.67%	-2.19%
October		2.21%	0.76%	-2.82%	-3.68%	-4.75%
November		-.73%	3.64%	1.46%	6.97%	2.43%
December		.98%	1.66%	-4.56%	1.56%	8.21%
YTD	3.57%	-.96%	29.04%	6.94%	30.32%	33.45%

Notes Concerning Performance Follow After Table F.

TABLE E
OPTION SELLING STRATEGY
PROPRIETARY PERFORMANCE CAPSULE
INCLUSIVE OF PRO FORMA FEES

PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE RESULTS

Historical performance:

Name of Trading Advisor:	Financial Commodity Investments
Name of Trading Program:	Options Selling Strategy
Inception of Trading by FCI:	January, 2006
Inception of Trading in Offered Program:	July, 2004
Number of Accounts Currently Trading Pursuant to the Program as of January 31, 2011:	1
Total Assets Managed by FCI (including "notional" equity):	\$53,061,587
Total Assets Managed by FCI (excluding "notional" equity):	\$51,116,434
Total Proprietary Assets Managed by FCI (including "notional" equity):	\$401,620
Total Proprietary Assets Managed by FCI (excluding "notional" equity):	\$301,620
Total Proprietary Assets Traded in Offered Program (including "notional" equity):	\$155,083
Total Proprietary Assets Traded in Offered Program (excluding "notional" equity):	\$105,083
Number of Profitable Accounts that have Closed:	0
Range of Rates of Return for Accounts Closed with Net Lifetime Profits:	N/A
Number of Unprofitable Accounts that have Closed:	0
Range of Rates of Return for Accounts Closed with Net Lifetime Losses:	N/A
Largest Monthly Drawdown, October, 2008:	-26.3%
Worst Peak-to-Valley Drawdown, July, 2008 – December, 2008:	-34.64%

Monthly Rates of Return

	2011	2010	2009	2008	2007	2006
January	4.58%	5.21%	9.23%	3.88%	1.30%	4.40%
February		2.97%	2.56%	-1.15%	0.39%	3.10%
March		-0.90%	5.36%	2.37%	-0.18%	4.20%
April		1.50%	2.15%	3.34%	7.10%	3.20%
May		6.74%	-7.78%	2.42%	1.70%	9.40%
June		4.52%	6.10%	2.86%	1.61%	3.70%
July		-4.98%	2.94%	2.91%	1.08%	0.50%
August		-1.82%	-3.33%	-1.24%	4.65%	14.00%
September		-13.88%	2.06%	-4.36%	-4.50%	-1.81%
October		-1.66%	7.45%	-26.30%	-8.84%	-1.66%
November		4.07%	4.80%	2.80%	0.51%	1.72%
December		.89%	2.96%	-8.67%	1.44%	7.28%
YTD	4.58%	.85%	38.91%	-23.02%	5.53%	58.48%

Notes Concerning Performance Follow After Table F.

TABLE F
FCI - FXPP
PROPRIETARY PERFORMANCE CAPSULE
INCLUSIVE OF PRO FORMA FEES

PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE RESULTS

Historical performance:

Name of Trading Advisor:	Financial Commodity Investments
Name of Trading Program:	FX Premium Program
Inception of Trading by FCI:	January, 2006
Inception of Trading in Offered Program:	January, 2011
Number of Accounts Currently Trading Pursuant to the Program as of January 31, 2011:	1
Total Assets Managed by FCI (including "notional" equity):	\$53,061,587
Total Assets Managed by FCI (excluding "notional" equity):	\$51,116,434
Total Proprietary Assets Managed by FCI (including "notional" equity):	\$401,620
Total Proprietary Assets Managed by FCI (excluding "notional" equity):	\$301,620
Total Proprietary Assets Traded in Offered Program (including "notional" equity):	\$89,831
Total Proprietary Assets Traded in Offered Program (excluding "notional" equity):	\$89,831
Number of Profitable Accounts that have Closed:	N/A
Range of Rates of Return for Accounts Closed with Net Lifetime Profits:	N/A
Number of Unprofitable Accounts that have Closed:	N/A
Range of Rates of Return for Accounts Closed with Net Lifetime Losses:	N/A
Largest Monthly Drawdown:	N/A
Worst Peak-to-Valley Drawdown:	N/A

Monthly Rates of Return

	2011
January	.53%
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	
YTD	.53%

Notes Concerning Performance Follow On The Next Page.

Notes to Performance Summary

1. Past performance is net of fees and commissions.
2. A client's FCM may charge a client a monthly accounting fee. FCI does not participate in such fee, and the performance information set forth does not reflect any deduction for such fees.
3. The performance presented in Tables D and E is based on performance information provided by the carrying broker as of the end of the month, but has been presented on a pro-forma basis, employing a management fee of one percent (1%) per annum and an incentive fee of twenty-five percent (25%) per month. The aforementioned fees are the customary fees charged by the Advisor. In actuality, FCI's proprietary account did not incur any performance or management fees.
4. The performance presented in Table F is based on performance information provided by the carrying broker as of the end of the month, but has been presented on a pro-forma basis, employing a management fee of two percent (2%) per annum and an incentive fee of twenty percent (20%) per month. The aforementioned fees are the customary fees charged by the Advisor. In actuality, FCI's proprietary account did not incur any performance or management fees.
5. Monthly rate of return for the account is calculated by dividing net performance by the adjusted beginning equity. An adjustment to the monthly rate of return calculation pursuant to the time weighting method is made if or when material additions or withdrawals are made other than at the beginning or the end of the month. Annual rate of return is calculated by compounding monthly rates of return. Draw-Down is defined as losses experienced by the program over a specified period of time.
6. Worst Peak-to-Valley Draw-down is defined as the greatest cumulative percentage decline in month-end net asset value due to losses sustained by the account during any period in which the initial month-end net asset value is not equaled or exceeded by a subsequent month-end net asset value. Such decline is expressed as a percentage of the initial month-end net asset value to the lowest month-end net asset value of such decline.
7. The performance presented in Tables A and B for the period between March 8, 2009 and May 12, 2009 represents a period during which FCI was unregistered.

EXHIBIT 1

FINANCIAL COMMODITY INVESTMENTS (FCI)

462 Herndon Parkway

Suite 205

Herndon, Virginia 20170

E-Mail: info@financialii.com

Internet: www.financialii.com

FCI - CPP (Credit Premium Program)

Investment Management Agreement

This Investment Management Agreement (the "Agreement"), dated as of _____, 20____, is between FCI (the "Manager") and _____ (the "Client").

All capitalized words herein but not defined shall have the meaning given in the Disclosure Document of Financial Commodity Investments (the "Disclosure Document"). In consideration of the mutual covenants contained herein, and for other valuable consideration, the parties hereto agree as follows:

1. **Appointment of Manager.** The Client shall open an investment account (the "Account") with _____ (the "Broker"), with an initial deposit of \$_____. The Client hereby appoints the Manager as discretionary investment manager with respect to the assets placed at the direction of Client in the investment program described in the Manager's Disclosure Document under the Manager's supervision (such program being referred to herein as the "Investment Program" and the assets managed pursuant thereto being referred to herein as an "Account"), and the Manager hereby accepts such appointment, effective as of the date hereof, pursuant to the provisions of this Agreement.

2. **Description of Account; Addition or Withdrawal of Funds.** An Account shall consist of such cash, stocks, bonds, options and other derivative instruments, securities, and financial instruments which, from time to time, the Client places in an Account for investment pursuant to the Investment Program and/or which shall become part of an Account as a result of trading in respect thereof or otherwise. The Client may make additions to, and withdrawals from, any Account in such amounts as the Client shall determine, provided that (a) with respect to additions, the Manager shall have received prior written notice thereof, and (b) with respect to withdrawals, (i) the Manager shall have received not less than fifteen (15) business days' prior written notice prior to any planned withdrawals, and (ii) the Client may not withdraw funds from the Account (unless he intends to terminate this Agreement) if to do so would cause the balance in the Account to fall below a level such that the Manager believes that the Account should no longer be traded.

3. **Powers of Manager.** The Manager shall have full discretion and authority, without obtaining any prior approval from the Client, as the Client's agent and attorney-in-fact, and at the Client's expense, (i) to make all investment decisions in respect of each Account; (ii) to buy on margin or otherwise, sell (including short sales), lend securities, engage in repurchase and reverse repurchase transactions, swap transactions and transactions in a variety of options, securities and other instruments (including futures and other derivatives) in respect of the Account (to the extent consistent with the Investment Program); (iii) to place orders with respect to, and to arrange for, any of the foregoing; (iv) to make investment representations on behalf of the Client; and (v) in furtherance of the foregoing, to do anything which the Manager shall deem requisite, appropriate or advisable in connection therewith, including, without limitation, the selection of such brokers, dealers and others as the Manager shall determine.

4. **Fees.** In consideration of and in compensation for the advisory services to be rendered by Manager to the Account under this Agreement, Client agrees that the Manager will be paid the fees set forth on Schedule A attached hereto, which schedule is incorporated herein by reference and made a part hereof. Management and Incentive fees are paid directly to the Manager out of the Client's Account, unless the Manager and Client have made a different arrangement. The Broker and the Manager are authorized by the Client to deduct the fees directly from the Client's Account. The assets, liabilities and performance attributable to one Account shall not impact the calculation of the assets, liabilities or performance attributable to any other Account. Unless otherwise agreed to in writing, all fractional dollar amounts of any fees are rounded to the nearest dollar.

5. **Expenses.** The Manager will be reimbursed for all out of pocket expenses paid to third parties involving any Investment Program, including (i) custodial, appraisal, legal and other professional fees; (ii) brokerage commissions, give-up fees, issue and transfer taxes and other costs of securities transactions to which the Client is a party and (iii) taxes, if any.

6. **Responsibility of Executing Brokers.** Client recognizes that the Manager will transmit orders on his behalf to an executing broker. The Manager's responsibilities with respect to any of Client's transactions shall be fulfilled at the time that a complete order has been transmitted to the executing broker. The Manager shall not be responsible for any acts, omissions, or errors of the executing broker in executing such orders. The Broker will furnish Client with confirmations of all transactions executed in the Account, monthly statements showing information concerning trading activities in the Account and other account statements customarily furnished by the Broker to customers. Client authorizes the Broker to forward to the Manager copies of any confirmations, statements, or reports sent by Broker to Client. Client understands that Broker, rather than the Manager, will have full custody of Client's funds and investment positions. Client acknowledges that in order to provide for more efficient execution of orders for the Account, the Manager may place orders for execution through one (1) broker, which will later be "given up" by the executing broker to the Broker. Client agrees to pay all "give up" fees.

7. **Client's Representations and Warranties.** The Client represents, warrants, and agrees that:

a. The Client has received, read, understood, and carefully considered the risks outlined in the above Disclosure Document for Manager and that no person is authorized by Manager to make statements in addition to, or inconsistent with, those contained in such Disclosure Document.

b. The retention of the Manager by the Client as investment manager with respect to the investment of all properties held in the Account is authorized by the governing documents of the Client relating to the Account.

c. The execution, delivery and performance of this Agreement do not violate any obligation by which the Client or its property is bound, whether arising by contract, operation of law or otherwise.

d. If the Client is a corporation or limited liability entity, this Agreement has been duly authorized by appropriate action and when executed and delivered will be a legal, valid and binding agreement of the Client, enforceable against the Client in accordance with its terms, and the Client will deliver to the Manager such evidence of authority as the Manager may reasonably require, whether by way of a certified resolution or otherwise.

e. This Agreement constitutes an arms-length agreement between the Client and the Manager. The Client understands the method of compensation provided for herein and its risks.

f. The Client has such knowledge and experience in financial and business matters that Client is capable of evaluating the merits and risks of Client's investment and is able to bear such risks, and has obtained, in the Client's judgment, sufficient information from the Manager to evaluate the merits and risks of such investment. The Client has evaluated the risks of investing and determined that the investment is suitable for the Client. The Client can afford a complete loss of the investment.

g. The Client represents that (a) it is not an individual, entity or organization identified on any Office of Foreign Assets Control ("OFAC") "watch list" and does not have any affiliation of any kind with such an individual, entity or organization; (b) it is not a foreign shell bank; and (c) it is not a person or entity resident in or whose subscription funds are transferred from or through a jurisdiction identified as non-cooperative by the Financial Action Task Force (the "FATF").

h. The Client represents that it is not a senior foreign political figure,¹ an immediate family member of a senior foreign political figure,² or a close associate of a senior foreign political figure³.

¹ A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

² "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children, and in-laws.

i. The Client represents that the source of funds to be invested in the Account was not derived from activities that may contravene federal, state, or international anti-money laundering laws and regulations.

j. The Client agrees to provide any information deemed necessary by the Manager, in its sole discretion, to comply with its anti-money laundering program and related responsibilities from time to time.

k. The Client shall hold the Manager harmless from and indemnify the Manager against any and all liability or loss which the Manager may incur or suffer if and to the extent that such liability or loss was caused by the inaccuracy or breach by the Client of any of the provisions set forth in paragraphs 7(a) through (i) hereof.

l. The foregoing representations and warranties shall be continuing during the term of this Agreement, and if at any time during the term of this Agreement any event has occurred which would make any of the foregoing representations and warranties untrue or inaccurate in any material respect, the Client promptly will notify the Manager of such event and the parts related thereto.

8. **Manager's Representations and Warranties.** Manager represents and Client acknowledges that the Manager is currently registered with the Commodity Futures Trading Commission as a commodity trading adviser and is a Member of the National Futures Association.

9. **Conflicts of Interest.** It is understood that the Manager performs investment advisory services for various clients other than the Client. The Client agrees that the Manager may give advice and take action in the performance of its duties with respect to any of its other clients which may differ from advice given, or the time or nature of action taken, with respect to the Account, so long as it is FCI's policy, to the extent practical, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to other clients. Nothing in this Agreement shall be deemed to impose upon the Manager any obligation to purchase or sell for the Account any security or property which the Manager, its principal, affiliates or employees may purchase or sell for its or their own accounts or for the account of any other client.

10. **Responsibility for Non-Managed Funds.** The Client agrees that the Manager shall not be under any duty with regard to any assets, securities, funds or other property held by the Client which are not part of the Account.

11. **Investment Restrictions.** Unless the Client notifies the Manager in advance of any investment restrictions it wishes to impose in connection with the Investment Program and the Manager agrees in writing of any specific restrictions, the investments recommended for, or made on behalf of, an Account shall be deemed not to be restricted by virtue of the terms of any other contract or instrument purporting to bind the Client or the Manager. Any such restrictions now in effect shall be attached to this Agreement.

12. **Exculpation and Indemnification.** The Manager shall use its best efforts to increase the value of the Account; however, the Manager cannot and does not insure any such increase. Except for gross negligence, willful misconduct or bad faith, neither the Manager nor any of its directors, officers, affiliates, principals, employees or agents shall be liable hereunder or otherwise for any action performed or omitted to be performed or for any errors of judgment in managing the Account. The Client shall indemnify the Manager (and its officers, directors, principals, employees and agents) against any expense, loss, liability or damage arising out of any claim asserted, or threatened to be asserted by any third party, including attorney's fees as incurred, with respect to the matters as to which the Manager is exculpated from liability as set forth above.

13. **Confidentiality of Information.** Consistent with the Manager's privacy policy, the Manager shall not disclose information relating to the Client's affairs except in the ordinary course of effecting transactions for an Account and as may be required by law. As a condition to the delivery to the Client of monthly account statements describing the securities held in the Account, the Client agrees, and if the Client is a corporation or limited liability entity the Client agrees to cause its officers, employees, agents and advisors (collectively, "Representatives"), to treat confidentially such information and any other information obtained from the Manager with respect to the Manager's investment strategy, objectives and guidelines, together with any analyses, studies or other documents prepared by the Client or its Representatives which contain or otherwise reflect or are generated from such information.

³ A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

14. **Notices.** Any notices required to be given hereunder shall be in writing and sent by certified or registered mail, return receipt requested, to the Manager and to the Client at the addresses set forth below their respective signatures hereto. Either party may change its address by giving notice in writing to the other party stating such new address. Commencing on the tenth (10th) day after the giving of such notice, such newly designated address shall be the party's address for the purpose of all notices or communications required or permitted to be given pursuant to this Agreement. Notices to the Client from the Manager shall be deemed given as of the close of business on the first (1st) business day after mailing. Notices to the Manager from the Client shall be deemed given as of the close of business on the day on which such notices are received by the Manager. The Manager may rely upon any notice (written or oral) from any person reasonably believed by it to be genuine and authorized.

15. **Termination.** This Agreement shall terminate upon the Manager or the Client receiving from the other written notice of termination, effective fifteen (15) business days after such notice. Such termination shall be without liability of any party to the other, except that Incentive fees shall be calculated (and, if due, paid) as if the termination date of the Account were the end of the calendar month, and the Client shall remain liable for any accrued but unpaid compensation due to the Manager under paragraph 4 hereof.

16. **Governing Law; Conferral of Jurisdiction.** This Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Virginia, without giving effect to its conflicts of law principles. Accordingly, the parties: (a) agree to service of process in any legal proceeding by sending copies thereof by (i) a recognized overnight courier service (e.g., Fedex, UPS or DHL) or (ii) by registered or certified mail, if practicable (postage prepaid) to the other party at the address set forth in this Agreement or updated as provided in item 14 hereof, and (b) consent and submit to the exclusive jurisdiction of the federal and state courts located within either Alexandria or Fairfax County, Virginia, and further agree that any action or proceeding brought by either party to enforce any right, assert any claim or obtain any relief whatsoever in connection with this Agreement shall be commenced by such party exclusively in the federal or state courts, or if appropriate, before an arbitral body, located within such counties and state. Each of the parties hereto hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement or the transactions contemplated hereby. In no event shall either party be liable to the other party for any special, incidental, or punitive damages caused on any theory of liability arising in any way out of this Agreement.

17. **Entire Agreement.** This Agreement shall constitute the entire agreement between the Manager and the Client with respect to the subject matter hereof and shall supersede any and all prior agreements and understandings, whether written or verbal and cannot be changed except by a written instrument signed by each of the parties hereto.

18. **Assignment; Binding Effect.** This Agreement may not be assigned (as that term is defined in the Investment Advisers Act of 1940) by either party without the prior written consent of the other. Subject to the foregoing sentence, this Agreement shall be binding upon and inure to the benefit of each party's respective successors and permitted assigns.

19. **Waiver.** The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

20. **Severability.** If any provision of this Agreement is invalid or unenforceable, the balance of the Agreement shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

21. **Headings.** The headings contained in this Agreement are intended solely for convenience and shall not affect the rights of the parties to this Agreement.

22. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

23. **English as Principal Language.** This Agreement has been written in the English language and, in the event of any conflict or inconsistency between the English language version and any translation hereof the English language version shall prevail.

[Signature page follows]

If the foregoing correctly sets forth our understanding, please sign and return to the Manager the enclosed copy of this letter.

FINANCIAL COMMODITY INVESTMENTS (FCI)
462 Herndon Parkway
Suite 205
Herndon, Virginia 20170

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Client: _____

Address: _____

Email: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Joint Account

Holder: _____

Address: _____

Email: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Schedule A

Investment Fees and Allocations for Investment Programs

1. As compensation for its advisory services, the Manager will receive:

(a) A monthly, non-refundable management fee of one twelfth of one percent (.083%) of the Net Assets of the client's account which shall be prepaid prior to the commencement of trading at each calendar month (the "Management Fee(s)"). Net Assets shall mean an account's total assets, including any notional equity declared, less total liabilities. Net Assets will include the sum of all cash and any unrealized profit or loss on securities and open commodity positions. All securities and open commodity positions shall be valued at their then market value which means, with respect to open commodity positions, the settlement price determined by the exchanges on which such positions are maintained. If there are no trades on the date of the calculation due to the operation of the daily price fluctuation limits or due to closing of the exchange on which positions are maintained, the contract will be valued at the settlement price as determined by the exchange on the first subsequent day on which the position could be liquidated.

(b) A monthly incentive fee based on the profitability of FCI's trading for the client's account will be charged. Such fee is twenty-five percent (25%) of Net Trading Profits (the "Incentive Fee(s)"). Net Trading Profits is equal to the excess of an account's Net Assets at the end of the calendar month over its Net Assets at the end of the highest previous month or its Net Assets at the date trading commences, whichever is higher - i.e., the "high-water mark," and as further adjusted to eliminate the effect on the account's Net Assets resulting from new capital contributions or capital withdrawals, if any, made during the period, whether the assets are held separately or in a margin account. Losses attributable to capital withdrawals shall not be carried forward. Net Trading Profits shall be net of all accrued or payable brokerage commissions, fees and other expenses and shall include interest or other income not directly related to trading activity. The Incentive Fees calculation also includes, in part, unrealized appreciation on open positions. Such appreciation may never be realized by a client. For example, if at the end of a month the client's account had unrealized profits on open positions, FCI may receive an Incentive Fee based on such unrealized profits. Following such payments, those open positions might, due to adverse market conditions, be closed out at no profit or a loss; nevertheless if a client's account incurs a loss after an Incentive Fee has been paid, such Incentive Fee will not be rebated and FCI will retain the fee, but no further Incentive Fee will be made in subsequent months until the account again has Net Trading Profits. If an account closes out before the end of a month, the closing date will be deemed the end of the month for purposes of calculating such Incentive Fee.

2. Valuation of an Account shall be determined in accordance with Generally Accepted Accounting Principles. Without limitation, the definition shall include the following significant accounting policies, all of which are consistent with the aforementioned principles:

(a) "Market Value" of a securities interest traded on an exchange shall be its closing price or, if applicable, the mean of its closing bid and asked prices on the date of determination. If the exchange on which a securities interest is required to be valued is closed, or if a securities interest is not traded on such exchange, or if a securities interest did not trade on such exchange on the date of determination, such securities interest shall be valued as if the date of determination were the last previous date on which such exchange was open, or on which such securities interest traded on such exchange. In the absence of a readily ascertainable closing price or bid and asked price, the Market Value of a securities interest shall mean its Market Value as determined by the Manager on a basis consistently applied.

(b) "Market Value" of a commodity interest traded on a United States commodity exchange shall be based upon the settlement price on the commodity exchange on which the particular commodity interest is traded, provided that, if a commodity interest could not, in the judgment of the Manager be liquidated on the day with respect to which any determination is being made due to the operation of daily limits or other rules of the commodity exchange upon which that commodity interest is traded or otherwise, the settlement price on the first subsequent day on which the commodity interest could be liquidated shall be the basis for determining the Market Value of such commodity interest for such day, or such other value as the Manager may deem fair and reasonable. The Market Value of a commodity interest not traded on a United States commodity exchange shall mean its Market Value as determined by the Manager on a basis consistently applied for each different variety of commodity interest, provided that, if a contract could not be liquidated on the day with respect to which Management Fees and Incentive Fees are being determined, the basis for determining the Market Value of such contract shall be such value as the Manager may deem fair and reasonable.

EXHIBIT 2

CLIENT INFORMATION QUESTIONNAIRE

As part of its due diligence process, Financial Commodity Investments, Inc. requires certain information about individually managed account clients. Please assist us by providing the information requested below. If you, the client, chooses to keep certain items confidential, please mark those items, sign and date the form.

ACCOUNT INFORMATION (PLEASE PRINT OR TYPE)

Type of Account (select one)

- Individual
- Joint Tenancy With Rights Of Survivorship
- Tenants in Common
- General Partnership
- Limited Partnership
- Corporate
- Trust

NOTE: For all types of accounts listed above, except Individual accounts, please attach agreement, amendment, resolution or offering documents.

Client Name: _____
Date of Birth: _____
Home Telephone Number: _____
Cell Phone Number: _____
Mailing Address: _____
City/State: _____ Zip Code: _____
E-mail: _____

Principal Occupation or Business/Years Employed: _____

Business Address: _____
City/State: _____ Zip Code: _____
Business Telephone Number: _____

Annual Gross Income for Previous Two Years:
 \$0-\$250,000 \$250,000-\$500,000 \$500,000-\$1,000,000 >\$1,000,000
Estimated Annual Income for Current Year:
 \$0-\$250,000 \$250,000-\$500,000 \$500,000-\$1,000,000 >\$1,000,000
Liquid Net Worth: \$0-\$500,000 \$500,000-\$1,000,000 \$1,000,000-\$5,000,000 \$5,000,000-\$10,000,000 >\$10,000,000

Bank Reference: _____

Previous Investment Experience:

Stocks/Bonds	<input type="checkbox"/> 0-3 yrs	<input type="checkbox"/> 3-5 yrs	<input type="checkbox"/> 5-10 yrs	<input type="checkbox"/> >10 yrs
Funds	<input type="checkbox"/> 0-3 yrs	<input type="checkbox"/> 3-5 yrs	<input type="checkbox"/> 5-10 yrs	<input type="checkbox"/> >10 yrs
Options	<input type="checkbox"/> 0-3 yrs	<input type="checkbox"/> 3-5 yrs	<input type="checkbox"/> 5-10 yrs	<input type="checkbox"/> >10 yrs
Commodity Futures	<input type="checkbox"/> 0-3 yrs	<input type="checkbox"/> 3-5 yrs	<input type="checkbox"/> 5-10 yrs	<input type="checkbox"/> >10 yrs
Limited Partnerships	<input type="checkbox"/> 0-3 yrs	<input type="checkbox"/> 3-5 yrs	<input type="checkbox"/> 5-10 yrs	<input type="checkbox"/> >10 yrs

Please describe any previous futures investment experience in some detail:

Joint Account Holder:

Client Name: _____

Date of Birth: _____

Home Telephone Number: _____

Cell Phone Number: _____

Mailing Address: _____

City/State: _____ Zip Code: _____

E-mail: _____

Principal Occupation or Business/Years Employed:

Business Address: _____

City/State: _____ Zip Code: _____

Business Telephone Number: _____

Annual Gross Income for Previous Two Years:

\$0-\$250,000 \$250,000-\$500,000 \$500,000-\$1,000,000 >\$1,000,000

Estimated Annual Income for Current Year:

\$0-\$250,000 \$250,000-\$500,000 \$500,000-\$1,000,000 >\$1,000,000

Liquid Net Worth: \$0-\$500,000 \$500,000-\$1,000,000 \$1,000,000-\$5,000,000 \$5,000,000-\$10,000,000 >\$10,000,000

Bank Reference: _____

Previous Investment Experience:

Stocks/Bonds	<input type="checkbox"/> 0-3 yrs	<input type="checkbox"/> 3-5 yrs	<input type="checkbox"/> 5-10 yrs	<input type="checkbox"/> >10 yrs
Funds	<input type="checkbox"/> 0-3 yrs	<input type="checkbox"/> 3-5 yrs	<input type="checkbox"/> 5-10 yrs	<input type="checkbox"/> >10 yrs
Options	<input type="checkbox"/> 0-3 yrs	<input type="checkbox"/> 3-5 yrs	<input type="checkbox"/> 5-10 yrs	<input type="checkbox"/> >10 yrs
Commodity Futures	<input type="checkbox"/> 0-3 yrs	<input type="checkbox"/> 3-5 yrs	<input type="checkbox"/> 5-10 yrs	<input type="checkbox"/> >10 yrs
Limited Partnerships	<input type="checkbox"/> 0-3 yrs	<input type="checkbox"/> 3-5 yrs	<input type="checkbox"/> 5-10 yrs	<input type="checkbox"/> >10 yrs

Please describe any previous futures investment experience in some detail:

Do you understand this investment program is only suitable for risk capital?

____ Yes ____ No

Do you understand that your account should be considered a long-term investment?

____ Yes ____ No

Who has contacted you with respect to the service offered?

Have you received a Disclosure Document?

____ Yes ____ No

Have you been given anything written or verbal that is contrary to what is in the Disclosure Document?

Yes No

If yes, please explain: _____

Is this account a pool?

Yes No

If yes, is it registered with the NFA or any other regulatory body?

Yes No

If yes, please give the NFA identification number of the pool and the pool operator.

POOL OPERATOR _____ ID # _____

If no, is the pool operating under an exemption and, if so, please explain.

Are you wiring money into your account from a non-U.S. financial institution?

Yes No

If yes, please provide the address of the foreign bank / financial institution from which the funds will be arriving:

Client represents that all evidence of identity provided is genuine and all related information furnished is accurate.

Client's Signature

Print Name

Dated: _____

Joint Account Holder's Signature

Print Name

Dated: _____

EXHIBIT 3

TRADING AUTHORIZATION

FINANCIAL COMMODITY INVESTMENTS (FCI)

462 Herndon Parkway

Suite 205

Herndon, Virginia 20170

E-Mail: info@financialii.com

Internet: www.financialii.com

_____ [Name of Client], does hereby appoint FINANCIAL COMMODITY INVESTMENTS (FCI) with full power and authority as attorney-in-fact to buy and sell, on behalf of the Client's account carried at _____ [Name of FCM] commodity interests, including, but not limited to, options on commodities, as well as other related various securities and related instruments, and any rights pertaining thereto, pursuant to the trading program designated in that certain Investment Management Agreement among FCI and the Client through the FCM.

This authorization shall terminate and be null, void and of no further effect immediately upon the earlier of (i) notice from FCI pursuant to the terms of the Investment Management Agreement or (ii) the termination of the Investment Management Agreement by the Client.

Client's Signature

Print Name

Dated: _____

Joint Account Holder's Signature

Print Name

Dated: _____

ACCEPTED AND AGREED TO:

FINANCIAL COMMODITY INVESTMENTS (FCI)

Signature: _____

Name: _____

Title: _____

EXHIBIT 4

FEE PAYMENT AUTHORIZATION

From: Client Name: _____

Account Number: _____

To: _____ [Name of FCM]

Subject to the provisions of the Investment Management Agreement of FINANCIAL COMMODITY INVESTMENTS (FCI) and _____ [Name of Client], which the Client has executed, you are hereby authorized to deduct and remit directly to FCI such Management Fees and Incentive Fees as FCI requests.

FCI will inform you of the exact amounts due on the agreed upon payment dates. The Client acknowledges and agrees that FCI is solely responsible for the computation of Management Fees and Incentive Fees and authorizes you to rely conclusively on remittance instructions submitted by FCI with respect to the amount and payment of Management Fees and Incentive Fees without further inquiry. It is understood that you shall not be required to pay funds as a result of FCI's instructions if there are not sufficient funds in the account of the Client.

You shall be indemnified and held harmless by the Client and FCI from any loss suffered or liability incurred by reason of any act or omission made in compliance with the authorization contained herein, unless such loss or liability was the result of your gross negligence or intentional misconduct.

This authorization will continue in effect until you have received written notice terminating it from the Client. Such notice will be mailed to FCI. Any notices required to be given hereunder shall be in writing and sent by certified or registered mail, return receipt requested.

(PLEASE PRINT IN FULL)

FINANCIAL COMMODITY INVESTMENTS (FCI)
462 Herndon Parkway
Suite 205
Herndon, Virginia 20170

Name of Client: _____

Address: _____

Email: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Joint Account

Holder: _____

Address: _____

Email: _____

Signature: _____

Name: _____

Title: _____

EXHIBIT 5
SPECIAL DISCLOSURE FOR NOTIONALLY-FUNDED ACCOUNTS

You should request your commodity trading advisor to advise you of the amount of cash or other assets (“Actual Funds”) which should be deposited to the advisor’s trading program for your account to be considered “Fully-Funded.” “Actual Funds” means the equity in a commodity trading account over which a CTA has trading authority and funds that can be transferred to that account without the client’s consent to each transfer.

You are reminded that the account size you have agreed to in writing (the “Nominal Account Size”) is not the maximum possible loss that your account may experience. “Nominal Account Size” means the account size agreed to by the client that establishes the level of trading in the particular trading program. This is the amount upon which the commodity trading advisor will determine the number of contracts traded in your account and should be an amount sufficient to make it unlikely that any further cash deposits would be required from you over the course of your participation in the commodity trading advisor’s program.

You should consult the account statements received from your futures commission merchant in order to determine the actual activity in your account, including profits, losses and current cash equity balance. To the extent that the equity in your account is at any time less than the nominal account size you should be aware of the following:

- 1. Although your gains and losses, fees and commissions measured in dollars will be the same, they will be greater when expressed as a percentage of account equity.**
- 2. You may receive more frequent and larger margin calls.**

I have read and understood the above statement relating to my partially funded account.

I understand that my account will be traded pursuant to the FCI – CPP program offered by Financial Commodity Investments (FCI) (the “Advisor”). My account will be opened with a \$_____ deposit by me into a trading account held by my futures commission merchant. My account will be traded as though it had been fully funded with \$_____ and, therefore, will be funded only as to ____% of its nominal account size. The difference between my deposit and the nominal account size shall represent “notional funds.”

I also understand that my account will generally be traded with a margin-to-equity ratio that may average ____% of the account if fully funded (equal to a ____% margin-to-equity ratio because of my partial funding).

For purposes of calculating the fees owed to the Advisor, the nominal account size (i.e., actual funds plus notional funds) shall represent the “initial equity” in the account.

I understand that the nominal account size will stay constant unless I provide instruction in writing to the contrary. Any additions to my account after the initial deposit shall be treated as an addition to the Actual Funds in the account and shall be subtracted from the notional funds. Any withdrawals from my account shall be treated as a withdrawal of Actual Funds and shall be added to the notional funds. I understand that, because my account is not fully funded, profits and losses will be larger as a percentage of actual account size and margin calls, if any, will be greater, when compared to accounts that are fully funded. I further understand that net performance will not affect the nominal account size.

IN WITNESS WHEREOF, the parties have caused this Special Disclosure for Notionally-Funded Accounts to be duly executed as of the ____ day of _____ 20____.

Client’s Signature

Client’s Name and Title

Joint Account Holder’s Signature

Joint Account Holder’s Name and Title

Financial Commodity Investments (FCI)

By: _____
Craig Kendall, Principal

EXHIBIT 6

FINANCIAL COMMODITY INVESTMENTS (FCI)

462 Herndon Parkway
Suite 205
Herndon, Virginia 20170
E-Mail: [info@ financialii.com](mailto:info@financialii.com)
Internet: www.financialii.com

Investment Management Agreement (Addendum)

THIS ADDENDUM TO THE INVESTMENT MANAGEMENT AGREEMENT (this "Addendum") is made and entered into as of the _____ day of _____, 20____ by and between FCI (the "Manager") and _____ (hereinafter referred to as the "Client") is to be made a part of the Investment Management Agreement entered into by the parties on _____, 20____ (the "Agreement"). The Agreement provides for investment management services by Manager for the Client.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, the parties agree as follows:

1. **ERISA Accounts.** This section applies if the Account is for a plan governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Client will furnish Manager with true copies of all governing documents. If the Account is subject to ERISA: (i) Client acknowledges that it is a "named fiduciary" with respect to control or management of the assets of the Account; (ii) Client agrees to obtain and maintain a bond, satisfying the requirements of Section 412 of ERISA, and to include Manager and its agents among those insured under that bond; and (iii) Client represents that Manager's investment strategy is appropriate for the Account's assets. Client represents that Manager has been furnished true and complete copies of all documents establishing and governing the plan and evidencing Client's authority to retain Manager. Client will furnish promptly to Manager any amendments to the plan, and Client agrees that, if any amendment affects the rights or obligations of Manager, such amendment will be binding on Manager only when agreed to by Manager in writing. If the Account contains only a part of the assets of the plan, Client understands that Manager will have no responsibility for the diversification of all of the plan's investments, and that Manager will have no duty, responsibility or liability for Client assets that are not in the Account. Manager will manage only the securities, cash and other investments held in Client's Account and in making investment decisions for the Account, Manager will not consider any other securities, cash or other investments owned by Client.

2. **Bonding.** If ERISA or other applicable law requires bonding with respect to the assets in the Account, Client will obtain and maintain at its expense bonding that satisfies this requirement and covers Manager and its Affiliated Persons (as defined below).

3. **Other Investment Accounts.** Client acknowledges and understands that Manager engages in an investment advisory business apart from managing the Client's Account. Manager is not obligated to buy, sell or recommend for Client any security or other investment that Manager or its personnel and affiliates ("Affiliated Persons") may buy, sell or recommend for any other client or for their own accounts. This Agreement does not limit or restrict in any way Manager or any of its affiliated persons from buying, selling or trading in any securities or other investments for their own accounts.

4. **Counterparts.** This Addendum may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

5. **Miscellaneous.**

- a. Terms not defined herein have the same meanings set forth in the Agreement.
- b. Except as expressly set forth herein, the terms and conditions of the Agreement shall continue in full force and effect.

c. In the event of a conflict between the Agreement and this Addendum, the terms and conditions of this Addendum shall control.

If the foregoing correctly sets forth our understanding, please sign and return to the Manager the enclosed copy of this letter.

FINANCIAL COMMODITY INVESTMENTS (FCI)
462 Herndon Parkway
Suite 205
Herndon, Virginia 20170

Signature: _____

Name: _____

Title: _____

Name of Client: _____

Address: _____

Email: _____

Signature: _____

Name: _____

Title: _____

Joint Account

Holder: _____

Address: _____

Email: _____

Signature: _____

Name: _____

Title: _____

EXHIBIT 7

ADDITIONAL DEPOSIT REQUEST

To Be Completed By Existing Clients

FINANCIAL COMMODITY INVESTMENTS (FCI)
462 Herndon Parkway
Suite 205
Herndon, Virginia 20170
E-Mail: info@financialii.com
Internet: www.financialii.com

Gentlemen:

I hereby submit an additional deposit to my FCI account in the amount of: \$_____.

The undersigned hereby deposits the additional amount set forth above upon the terms and conditions described in the Disclosure Document and Investment Management Agreement. The undersigned restates all of the covenants, representations and warranties made in the undersigned's original Investment Management Agreement as if they were made on the date hereof and certifies that all of the financial information set forth in the undersigned's original Investment Management Agreement remains accurate and complete on the date hereof.

FINANCIAL COMMODITY INVESTMENTS (FCI)
462 Herndon Parkway
Suite 205
Herndon, Virginia 20170

Name of Client: _____
Address: _____
Email: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Joint Account
Holder: _____
Address: _____

Email: _____

Signature: _____

Name: _____

Title: _____

EXHIBIT 8

WITHDRAWAL REQUEST

FINANCIAL COMMODITY INVESTMENTS (FCI)
462 Herndon Parkway
Suite 205
Herndon, Virginia 20170
E-Mail: info@financialii.com
Internet: www.financialii.com

Gentlemen:

I hereby request a withdrawal of all or a portion of my Account with FCI, in accordance with the instructions provided below:

I understand I may not withdraw funds from the Account, unless I intend to terminate the Investment Management Agreement, if to do so would cause the balance in my Account to fall below a level such that the Manager believes my Account should no longer be traded.

I hereby represent and warrant, in my individual capacity or as an authorized representative of a trust, partnership or corporation, that I am the true and lawful owner of the Account to which this request relates, with full power and authority to request a withdrawal of funds from the Account. I further represent and warrant that the Account in respect of which a withdrawal is herein requested is not subject to any pledge or other encumbrance.

As of the date set forth opposite my signature below, I request a withdrawal of \$ _____ from the CPP program.

Please check one of the following withdrawal options:

____ 1. Withdrawal request with the intent of closing out all positions as soon as possible, including positions closed at a loss.

____ 2. Withdrawal request with the intent of holding already existing positions until scheduled expiration. All parties hereby recognize the account will continue to be managed, and is subject to management fees. In certain situations, new positions may be added to the account.

[Signature page follows]

Proceeds in respect of this withdrawal are to be sent to me by check drawn in U.S. dollars.

I have executed this Withdrawal Request on _____, 20____

FINANCIAL COMMODITY INVESTMENTS (FCI)
462 Herndon Parkway
Suite 205
Herndon, Virginia 20170

Name of Client: _____

Address: _____

Email: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Joint Account

Holder: _____

Address: _____

Email: _____

Signature: _____

Name: _____

Title: _____

Notes:

(a) In the event of a joint Account, all Clients must sign.

(b) In the event of an Account held in the name of a trust, partnership or corporation, please provide the full name of the entity and official title of each person executing this request for withdrawal.