

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

Advisor: <b>Intelledgement, LLC</b>	SEC File Number: 801-	Date: <b>22 June 2006</b>
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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of Advisor exactly as stated in Item 1A of Part I of Form ADV: <b>Intelledgement, LLC</b>		IRS Empl. Ident. No.: <b>56-2142681</b>
Item of Form (identify)	Answer	
Item 1D	<p>The Advisor currently manages discretionary investment advisory accounts for individuals and personal trusts, but may in the future manage accounts—including non-discretionary accounts—for pension plans, estates, charitable organizations and corporations. Clients are charged a variable fee based on the percentage of assets managed, or for consultations not related to funds undermanagement, the fee is \$100/hour. As specified in Intelledgement’s Discretionary Management Agreement, accounts are billed as follows:</p> <p><b><u>Fee Schedule:</u></b></p> <ul style="list-style-type: none"> <li>• <b>Copper:</b> Up to \$100,000. Annual management fee of 1.5% of net assets (\$1000 minimum)</li> <li>• <b>Bronze:</b> \$100,001 to \$250,000 in balances. Annual management fee of 1.4% of net assets</li> <li>• <b>Silver:</b> \$250,001 to \$500,000 in balances. Annual management fee of 1.3% of net assets.</li> <li>• <b>Gold:</b> \$500,001 to \$750,000 in balances. Annual management fee of 1.2% of net assets.</li> <li>• <b>Platinum:</b> \$750,001 to \$1,000,000 in balances. Annual management fee of 1.1% of net assets.</li> <li>• <b>Diamond:</b> Over \$1,000,000 in balances. Annual management fee of 1.00% of net assets plus 20% of net profits</li> </ul> <p>The management fee is billed at the beginning of each calendar quarter for the prior quarter in which the client had securities and/or cash under the Advisor’s management. The Client may terminate the Investment Advisory contract by providing written notice of termination to the Advisor. In the event of such termination, or in the event that services begin during a quarter, the management fee will be determined on a pro rata basis for the portion of the calendar quarter during which the Advisor provided services. No refunds will be given for a period during which services were rendered according to the terms of the Management Agreement.</p>	
Item 3L	The Advisor may invest from time to time, on behalf of clients, in certain private equity and/or debt securities offered by companies seeking to raise venture capital financing.	
Item 6	<p>Brad Hessel Founder/Managing Member of Intelledgement, L.L.C. since May 1999.</p> <p>Born: 21 March 1953</p> <p>Education: Graduate of Exeter Academy in 1971 Bachelor of Arts in History in 1975 from Brown University</p> <p>Mr. Hessel has been an active investor since the late 1970s for his personal accounts, and since the mid-80s for a variety of family trusts and estates. Since 2002, he has been manager of The Kennel, a macro-strategy investment group running several portfolios. He is a regular contributor to several investment forum communities, including The Motley Fool, SeekingAlpha, Investor Village, and selected Yahoo! message boards.</p>	
Items 12A and 12B	For actively managed accounts, the Advisor will generally have full discretion and authority to make all investment decisions with respect to the types and amounts of securities to be bought or	

**Complete amended pages in full, circle amended items and file with execution page (page 1).**

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Advisor: <b>Intelledge, LLC</b>	SEC File Number: 801-	Date: <b>22 June 2006</b>
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(Do not use this Schedule as a continuation sheet for Form ADV Part I or any other schedules.)

1. Full name of Advisor exactly as stated in Item 1A of Part I of Form ADV: <b>Intelledge, LLC</b>	IRS Empl. Ident. No.: <b>56-2142681</b>
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Item of Form (identify)	Answer
	<p>sold, and what broker will be used to effect the transaction. Certain accounts, which will be agreed to in advance on a case-by-case basis, may exist on a non-discretionary basis.</p> <p>There are no limits to the authority of the Advisor to choose a broker-dealer or to determine the commission rates charged. The Advisor has no obligation when selecting a broker-dealer to execute a particular transaction to seek competitive bids or the lowest commission cost to the client. The Advisor determines that the products, services and prices provided by the broker-dealer are reasonable relative to those charged by typical securities firms.</p> <p>The Advisor uses reasonable efforts to cause transactions to be executed at a discount to standard retail rates. The Advisor determines that the commission rates charged is reasonable in relation to the total quality and reliability of the brokerage, research and custodial services made available to the Advisor for the benefit of the clients of the Advisor.</p> <p>Research products and services we may receive from broker-dealers may include economic surveys, data, and analyses; financial publications; recommendations or other information about particular companies and industries (through research reports and otherwise); and other products or services (e.g., computer services and equipment, including hardware, software, and data bases) that provide lawful and appropriate assistance to the firm in the performance of its investment decision-making responsibilities.</p>

**Complete amended pages in full, circle amended items and file with execution page (page 1).**