

LGT Financial Advisors LLC
Firm Brochure
Dated: March 21, 2024

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This brochure provides information about the qualifications and business practices of LGT Financial Advisors LLC. If you have any questions about the contents of this brochure, please contact us at (423) 271-0989 or wclark@vigilantllc.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about LGT Financial Advisors LLC also is available on the SEC's website at www.adviserinfo.sec.gov.

References herein to LGT Financial Advisors LLC as a "registered investment adviser" or any reference to being "registered" does not imply a certain level of skill or training.

Item 2 Material Changes

This section discusses material revisions to this Brochure since LGT Financial Advisors LLC’s last Annual Amendment filing on March 31, 2023.

The firm has updated this brochure to reflect the firm’s Chief Compliance Officer, Will S. Clark.

Item 10 – Other Financial Industry Activities and Affiliations – We have updated Conflict of Interest Disclosure to explain the referral of clients between LGT accounting firm and LGT Financial Advisors.

Item 14 – Client Referrals and Other Compensation – We have added language to explain the referral of clients between LGT accounting firm and LGT Financial Advisors.

Other non-material updates were made within this Brochure, so we urge prospective and current clients to read the document in its entirety.

ANY QUESTIONS: LGT Financial Advisors’ Chief Compliance Officer, Will S. Clark, remains available to address any questions that an existing or prospective client may have regarding this Brochure.

Item 3 Table of Contents

Item 1	Cover Page	1
Item 2	Material Changes.....	2
Item 3	Table of Contents	2
Item 4	Advisory Business.....	3
Item 5	Fees and Compensation.....	7
Item 6	Performance-Based Fees and Side-by-Side Management	8
Item 7	Types of Clients	9
Item 8	Methods of Analysis, Investment Strategies and Risk of Loss	9
Item 9	Disciplinary Information	10
Item 10	Other Financial Industry Activities and Affiliations	10
Item 11	Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	11
Item 12	Brokerage Practices.....	11
Item 13	Review of Accounts	13
Item 14	Client Referrals and Other Compensation.....	14
Item 15	Custody	14
Item 16	Investment Discretion.....	14
Item 17	Voting Client Securities	14
Item 18	Financial Information	15

Item 4 Advisory Business

- A. LGT Financial Advisors LLC (the “Registrant”) is a limited liability company formed on September 30, 1998, in the State of Texas. Registrant became registered as an Investment Adviser Firm in May 2001. Registrant is principally owned by its Managing Member, Lane Gorman Trubitt, LLC.
- B. As discussed below, Registrant offers investment advisory services to its clients, and, to the extent specifically requested by a client, financial planning, insurance transactions, and related consulting services.

INVESTMENT ADVISORY SERVICES

The client can determine to engage Registrant to provide discretionary and/or non-discretionary investment advisory services on a *fee* basis.

FINANCIAL PLANNING AND CONSULTING SERVICES (STAND-ALONE)

To the extent requested by a client, Registrant may provide financial planning and/or consulting services (including investment and non-investment related matters, including estate planning, insurance planning, etc.) on a stand-alone separate fee basis. Prior to engaging Registrant to provide planning or consulting services, clients are generally required to enter into a *Financial Planning and Consulting Agreement* with Registrant setting forth the terms and conditions of the engagement (including termination), describing the scope of the services to be provided, and the portion of the fee that is due from the client prior to Registrant commencing services. If requested by the client, Registrant may recommend the services of other professionals for implementation purposes, including Registrant’s representatives in their individual capacities as accountants and/or licensed insurance agents. (*See* disclosure at Item 10.A). The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Registrant. Please Note: If the client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. Please Also Note: It remains the client’s responsibility to promptly notify Registrant if there is ever any change in their financial situation or investment objectives for the purpose of reviewing/evaluating/revising Registrant’s previous recommendations and/or services.

MISCELLANEOUS

Limitations of Financial Planning and Non-Investment Consulting/Implementation Services. As indicated above, to the extent requested by the client, Registrant may provide financial planning and related consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. Registrant does not serve as a law firm or accounting firm, and no portion of its services should be construed as legal or accounting services. Accordingly, Registrant does not prepare estate planning documents or tax returns. To the extent requested by a client, Registrant may recommend the services of other professionals for certain non-investment implementation purposes (i.e., attorneys, accountants, insurance agents, etc.), including representatives of Registrant in their separate individual capacities as licensed insurance agents. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Registrant and/or its representatives. If the client engages any recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. The

recommendation by Registrant's representative that a client purchase an insurance commission product through Registrant's representative in his/her separate and individual capacity as an insurance agent, presents a conflict of interest, as the receipt of commissions provides an incentive to recommend insurance products based on the additional compensation to be received, rather than on a particular client's need. No client is under any obligation to purchase any insurance commission products through such a representative. Clients are reminded that they may purchase insurance products recommended by Registrant through other insurance agencies. Registrant's Chief Compliance Officer, Will S. Clark, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.

Retirement Rollovers: A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former employer's plan, if permitted, (ii) roll over the assets to the new employer's plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account ("IRA"), or (iv) cash out the account value (which could, depending upon the client's age, result in adverse tax consequences). When Registrant provides rollover advice to a client or prospect regarding a retirement plan account or individual retirement account, Registrant is acting as a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. If Registrant recommends that a client roll over their retirement plan assets or transfer an IRA into an account to be managed by Registrant, and Registrant will earn an advisory fee on the rolled over assets, that recommendation creates a conflict of interest. Accordingly, Registrant operates under a special rule that requires Registrant to act in the client's or prospect's best interest and not put the Firm's interest ahead of the client's or prospect's. No client or prospect is under any obligation to roll over retirement plan assets or transfer IRA assets to an account managed by Registrant. LGT FA's Chief Compliance Officer, Will S. Clark, remains available to address any questions that a client or prospective client may have.

Non-Discretionary Service Limitations. Clients that decide to engage Registrant on a non-discretionary investment advisory basis must be willing to accept that Registrant cannot affect any account transactions without obtaining prior consent to such transaction(s) from the client. Thus, in the event that Registrant would like to make a transaction for a client's account (including in the event of an individual holding or general market correction), and the client is unavailable, the Registrant will be unable to effect the account transaction(s) (as it would for its discretionary clients) without first obtaining the client's consent.

Unaffiliated Private Investment Funds. Registrant, on a non-discretionary basis, may also recommend that certain qualified clients consider an investment in unaffiliated private investment funds. Registrant's role relative to the private investment funds shall be limited to its initial and ongoing due diligence and investment monitoring services. If a client determines to become a private fund investor, the amount of assets invested in the fund(s) shall be included as part of "assets under management" for purposes of Registrant calculating its investment advisory fee. Registrant's clients are under absolutely no obligation to consider or make an investment in a private investment fund.

Private investment fund investments generally involve various risk factors, including, but not limited to, potential for complete loss of principal, liquidity constraints and lack of transparency, a complete discussion of which is set forth in each fund's offering documents, which will be provided to each client for review and consideration. Unlike liquid investments that a client may own, private investment funds do not provide daily liquidity or pricing. Each prospective client investor will be required to complete a subscription agreement, pursuant to which the client shall establish that he/she is qualified for investment in the fund, and acknowledges and accepts the various risk factors that are associated with such an investment.

In the event that Registrant references private investment funds owned by the client on any supplemental account reports prepared by Registrant, the value for all private investment funds owned by the client will reflect the most recent valuation provided by the fund sponsor. If no updated valuation is provided by the fund sponsor, then the valuation will reflect the initial purchase price, or the most current value provided by the fund sponsor. Any value reflected in an account report could be significantly more or less than the original purchase price. The client's advisory fee will be based upon the most recent value provided by the fund sponsor or the initial purchase price.

Use of Mutual Funds and Exchange-Traded Funds. Most mutual funds and exchange-traded funds are available directly to the public. A client or prospective client can obtain the securities used by Registrant without engaging Registrant as an investment adviser. However, if a client or prospective client determines to do so, they will not receive the Registrant's initial and ongoing investment advisory services.

Right Capital/Black Diamond Wealth Platforms. Registrant may provide its clients with access to an online platform hosted by Right Capital and/or Black Diamond Wealth Platform ("Black Diamond"). The platforms allow a client to view their complete asset allocation, including those assets that Registrant does not manage (the "Excluded Assets"). Registrant does not provide investment management, monitoring, or implementation services for the Excluded Assets. Therefore, Registrant shall not be responsible for the investment performance of the Excluded Assets. Rather, the client and/or their advisors that maintain management authority for the Excluded Assets, and not Registrant, shall be exclusively responsible for such investments, including their investment performance. The client may choose to engage Registrant to manage some or all of the Excluded Assets pursuant to the terms and conditions of an *Investment Advisory Agreement* between Registrant and the client. Registrant shall not be held responsible for any adverse results a client may experience if the client engages in financial planning or other functions available on the platforms without Registrant's assistance or oversight. Finally, Right Capital also provides access to other types of information, including financial planning concepts, which should not, in any manner whatsoever, be construed as services, advice, or recommendations provided by Registrant.

Separately Managed Account Programs. The Registrant may allocate (and/or recommend that the client allocate) a portion of a client's investment assets among unaffiliated Separately Managed Account programs, including but not limited to Envestnet and 551p, and in accordance with the client's designated investment objective(s). In such situations, the Separately Managed Account manager shall have day-to-day responsibility for the active discretionary management of the allocated assets. The Registrant shall continue to render investment advisory services to the client relative to the ongoing monitoring and review of account performance, asset allocation and client investment objectives. Factors which the Registrant shall consider in recommending Separately Managed Account programs include the client's designated investment objective(s). The Registrant will also consider each manager's management style, performance, reputation, financial strength, reporting capabilities, pricing, and research.

Sub-Advisory Arrangements. Registrant may engage sub-advisors for the purpose of assisting Registrant with the management of its client accounts. The sub-advisor(s) shall have discretionary authority for the day-to-day management of the assets that are allocated to it by Registrant. The sub-advisor shall continue in such capacity until such arrangement is terminated or modified by Registrant. Sub-advisors may be replaced and/or added at the discretion of the Registrant without prior notice to the client. Registrant shall pay a portion of the investment advisory fee received for these allocated assets to the sub-advisor for its sub-advisory services. Registrant's Chief Compliance Officer, Will S. Clark, remains

available to address any questions concerning Registrant's sub-advisory arrangements.

Client Obligations. In performing its services, Registrant shall not be required to verify any information received from the client or from the client's other designated professionals, and is expressly authorized to rely thereon. Moreover, each client is advised that it remains their responsibility to promptly notify Registrant if there is ever any change in their financial situation or investment objectives for the purpose of reviewing/evaluating/revising Registrant's previous recommendations and/or services.

- C. Registrant shall provide investment advisory services specific to the needs of each client. Prior to providing investment advisory services, an investment adviser representative will ascertain each client's investment objective(s). Thereafter, Registrant shall allocate and/or recommend that the client allocate investment assets consistent with the designated investment objective(s). The client may, at any time, impose reasonable restrictions, in writing, on Registrant's services.
- D. **Wrap/Managed Account programs:** In the event that Registrant is engaged to provide investment management services as part of an unaffiliated wrap-fee program, Registrant will be unable to negotiate commissions and/or transaction costs. Under a wrap program, the wrap program sponsor arranges for the investor participant to receive investment advisory services, the execution of securities brokerage transactions, custody and reporting services for a single specified fee. Participation in a wrap program may cost the participant more or less than purchasing such services separately. In the event that Registrant is engaged to provide investment management services as part of an unaffiliated managed account program, Registrant will likewise be unable to negotiate commissions and/or transaction costs. If the program is offered on a non-wrap basis, the program sponsor will determine the broker-dealer through which transactions must be affected, and the amount of transaction fees and/or commissions to be charged to the participant investor accounts. Since the custodian/broker-dealer is determined by the program's sponsor, Registrant will be unable to negotiate commissions or transaction costs. As a result, clients may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices on transactions for the account than would otherwise be the case through alternative clearing arrangements recommended by Registrant. Higher transaction costs adversely impact account performance. Registrant's Chief Compliance Officer, Will S. Clark, remains available to address any questions that a client may have regarding participation in a wrap fee program.
- E. As of December 31, 2023, Registrant had \$302,058,121 in assets under management on a discretionary basis.

Item 5 Fees and Compensation

A.

INVESTMENT ADVISORY SERVICES

The fee schedule for our investment advisory services as of March 19, 2024, is as follows:

EQUITY, BOND AND BALANCED PORTFOLIOS (stock and bond)

<u>Account Market Value</u>	<u>Annual Fee as a % of Market Value</u>
\$0 - \$1,000,000	1.00%
\$1,000,000 - \$3,000,000	0.75%
\$3,000,000 - \$5,000,000	0.50%
\$5,000,000+	Negotiable

FINANCIAL PLANNING AND CONSULTING SERVICES (STAND-ALONE)

To the extent specifically requested by a client, Registrant *may* determine to provide financial planning and/or consulting services (including investment and non-investment related matters, including estate planning, insurance planning, etc.) on a stand-alone fee basis. Registrant's planning and consulting fees are negotiable, but generally range from \$3,000 to \$20,000 on an annual fixed fee basis, and between \$350 to \$395 on an hourly rate basis, depending upon the level and scope of the service(s) required and the professional(s) rendering the service(s).

Information About Fees in General

The Registrant's fee is negotiable, and it may agree to reduce, waive, or charge clients alternative fee arrangements. These negotiations and decisions are driven by various objective and subjective factors, including the representative assigned to the account, the amount of assets to be invested, the complexity of the engagement, the anticipated number of meetings and servicing needs of the client, related accounts, future earning capacity, and anticipated future additional assets. As a result, similar clients could pay different fees, which will affect a client's net account performance. Moreover, the services to be provided by the Registrant to any particular client could be available from other advisers at lower fees. All clients and prospective clients should be guided accordingly. Upon request and with our written approval, accounts that have a family or business relationship and are subject to our standard Equity, Bond and Balanced Portfolios fee schedule are generally aggregated with each other for purposes of calculating the applicable fee.

Since the inception of our business, we have had other fee schedules in effect, which may provide for fees lower or higher than those shown above. Therefore, some of our clients pay higher or lower fees than our current standard fee schedules. From time to time, we negotiate fee schedules and minimum fees that vary from those discussed above. Additionally, the Registrant may provide investment advisory services to certain of its principals, employees, and their family members and friends without charge, or for fee rates that are lower than the rates available to other clients.

- B. Clients may elect to have Registrant's advisory fees deducted from their custodial account. Both Registrant's *Investment Advisory Agreement* and the custodial/clearing agreement may authorize the custodian to debit the account for the amount of Registrant's investment advisory fee and to directly remit that management fee to Registrant in compliance with regulatory procedures. In the limited event that Registrant bills the client directly, payment is due upon receipt of Registrant's invoice. Registrant shall deduct fees and/or bill clients quarterly in advance, based upon the market value of the assets on the last business day of the previous quarter.
- C. As discussed below, unless the client directs otherwise or an individual client's circumstances require, Registrant shall generally recommend that National Financial Services LLC and Fidelity Brokerage Services LLC (collectively "*Fidelity*") serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as *Fidelity* charge brokerage commissions and/or transaction fees for effecting certain securities transactions (i.e., transaction fees are charged for certain no-load mutual funds, commissions are charged for individual equity and fixed income securities transactions). From time to time, the Registrant and its employees may recommend that certain clients enter into asset-based pricing arrangements with a custodian. In those instances, the client would not pay for the cost of each transaction but would instead pay an asset-based fee designed to cover the cost of transactions. The Registrant only recommends them for accounts it expects to trade frequently, where it has a reasonable belief that the asset-based fee will be more favorable than paying transaction costs separately. The Registrant is not required to recommend or make this arrangement available to every client. The Registrant periodically reviews these arrangements, but it will not recommend that the client change their pricing arrangement, unless it determines that the benefit to the client will outweigh the administrative cost of changing the account relationship. In addition, there is no guarantee that a client will save fees and expenses by entering into this arrangement.

Clients entering into an asset-based pricing arrangement will still incur a "trade away" fee for each trade that the Registrant has executed by a different broker-dealer than a client's custodian. Because of this, in order to minimize clients' trading costs, we generally execute most trades for your account with the custodian of a client's accounts.

In addition to Registrant's investment management fee, brokerage commissions, transaction fees, and custodial costs, clients will also incur expenses as shareholders or investors in mutual funds, exchange traded funds and private funds (e.g., management fees and other fund expenses).

- D. Registrant's annual investment advisory fee shall be prorated and paid quarterly, in advance, based upon the market value of the assets on the last business day of the previous quarter. When calculating the client's fee, the Registrant includes receivables outstanding as part of the market value of a client's assets, and the applicable fee paid to the Registrant will likely be higher as a result.

The *Investment Advisory Agreement* between Registrant and the client will continue in effect until terminated by either party by written notice in accordance with the terms of the *Investment Advisory Agreement*. Upon termination, Registrant shall refund a prorated portion of any advanced advisory fee paid based upon the number of days remaining in the billing quarter.

Item 6 Performance-Based Fees and Side-by-Side Management

Neither Registrant, nor any supervised person of Registrant, accepts performance-based

fees.

Item 7 Types of Clients

Registrant's clients generally include individuals, pension & profit sharing plans, and charitable organizations, although the Registrant has various different types of clients.

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

A. Registrant may utilize the following methods of security analysis:

- Fundamental - analysis performed on historical and present data, with the goal of making financial forecasts
- Technical – analysis performed on historical and present data, focusing on price and trade volume, to forecast the direction of prices
- Cyclical – analysis performed on historical relationships between price and market trends, to forecast the direction of prices

Registrant may utilize the following investment strategies when implementing investment advice given to clients:

- Long Term Purchases (securities held at least a year)
- Short Term Purchases (securities sold within a year)
- Trading (securities sold within thirty (30) days)

Investment Risk. Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by Registrant) will be profitable or equal any specific performance level(s).

Registrant's methods of analysis and investment strategies do not present any significant or unusual risks. However, every method of analysis has its own inherent risks. To perform an accurate market analysis, Registrant must have access to current/new market information. Registrant has no control over the dissemination rate of market information; therefore, unbeknownst to Registrant, certain analyses may be compiled with outdated market information, severely limiting the value of Registrant's analysis. Furthermore, an accurate market analysis can only produce a forecast of the direction of market values. There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

Registrant's primary investment strategies - Long Term Purchases, Short Term Purchases, and Trading - are fundamental investment strategies. However, every investment strategy has its own inherent risks and limitations. For example, longer term investment strategies require a longer investment time period to allow for the strategy to potentially develop. Shorter term investment strategies require a shorter investment time period to potentially develop but, as a result of more frequent trading, may incur higher transactional costs when compared to a longer-term investment strategy. Trading, an investment strategy that requires the purchase and sale of securities within a thirty (30) day investment time period, involves a very short investment time period but will incur higher transaction costs when compared to a short-term investment strategy and substantially higher transaction costs than a longer-term investment strategy.

B. Currently, Registrant primarily allocates (or recommends that the client allocate) client investment assets among various individual equity (stocks), debt (bonds), mutual funds, exchange traded funds, real estate investment trusts, private placements, and/or options on

a discretionary basis, and among independent managers, on a non-discretionary basis, in accordance with the client's designated investment objective(s).

Item 9 Disciplinary Information

Registrant has not been the subject of any disciplinary actions.

Item 10 Other Financial Industry Activities and Affiliations

- A. **Accounting Firm.** Registrant's representatives are employed by Lane Gorman Trubitt, LLC (LGT), an accounting firm. Certain of registrant's representatives are Certified Financial Planners. All overhead and salary expenses are shared with LGT. Registrant reimburses LGT for all direct expenses incurred on behalf of Registrant as well as an agreed amount for indirect expenses, such as salaries, rent, supplies, and other costs. Registrant's clients in need of accounting services may be referred to LGT, for which client would pay separate and typical compensation. Similarly, accounting clients may be referred to Registrant for investment advisory services. Specifically, to the extent that LGT provides accounting services to any clients, including clients of Registrant, all such services shall be performed by LGT, independent of Registrant, for which services Registrant's representatives could receive a portion of the fees charged by LGT, as part of a referral arrangement. LGT maintains an ownership interest in Registrant. These referral arrangements and commonality of ownership present conflicts of interest when the recommendations would result in the receipt of additional compensation by either entity. Common employees of both Registrant and LGT that have an ownership interest have a further conflict of interest, if their recommendations would result in increases to their individual compensation. We mitigate this conflict of interest by disclosing it to clients and reminding them that no client is obligated to use LGT for accounting services. LGT is not involved in providing investment advice on behalf of Registrant, nor does LGT hold itself out as providing advisory services on behalf of Registrant. Registrant's Chief Compliance Officer, Will S. Clark, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.

Licensed Insurance Agency/Agents. LGT Insurance Services, Inc. is an affiliated licensed insurance company. Also, certain of Registrant's representatives, in their individual capacities, are licensed insurance agents, and may recommend the purchase of certain insurance-related products on a commission basis. As referenced in Item 4.B above, clients can engage certain of Registrant's representatives to affect insurance transactions on a commission basis.

The recommendation by the Registrant or certain of its representatives that a client purchase an insurance commission product presents a conflict of interest, as the receipt of commissions may provide an incentive to recommend investment products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any commission products from Registrant's representatives. Clients are reminded that they may purchase insurance products recommended by Registrant through other, non-affiliated insurance agencies and/or insurance agents. Registrant's Chief Compliance Officer, Will S. Clark, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.

- B. The Registrant does not receive, directly or indirectly, compensation from investment advisers that it recommends or selects for its clients.

Item 11 Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

- A. Registrant maintains an investment policy relative to personal securities transactions. This investment policy is part of Registrant's overall Code of Ethics, which serves to establish a standard of business conduct for all of Registrant's representatives that is based upon fundamental principles of openness, integrity, honesty and trust, a copy of which is available upon request.

In accordance with Section 204A of the Investment Advisers Act of 1940, Registrant also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by Registrant or any person associated with Registrant.

- B. Neither Registrant nor any related person of Registrant recommends, buys, or sells for client accounts, securities in which Registrant or any related person of Registrant has a material financial interest, except as disclosed above in Items 4 and 5 with respect to investments in unaffiliated investment funds.
- C. Registrant and/or representatives of Registrant *may* buy or sell securities that are also recommended to clients. This practice may create a situation where Registrant and/or representatives of the Registrant are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a conflict of interest. Practices such as "scalping" (i.e., a practice whereby the owner of shares of a security recommends that security for investment and then immediately sells it at a profit upon the rise in the market price which follows the recommendation) could take place if Registrant did not have adequate policies in place to detect such activities. In addition, this requirement can help detect insider trading, "front-running" (i.e., personal trades executed prior to those of Registrant's clients) and other potentially abusive practices.

Registrant has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of Registrant's "Access Persons." Registrant's securities transaction policy requires that an Access Person of Registrant must provide the Chief Compliance Officer or his/her designee with a written report of their current securities holdings within ten (10) days after becoming an Access Person. Additionally, each Access Person must provide the Chief Compliance Officer or his/her designee with a written report of the Access Person's current securities holdings at least once each twelve (12) month period thereafter on a date Registrant selects.

- D. Registrant and/or representatives of Registrant *may* buy or sell securities, at or around the same time as those securities are recommended to clients. This practice creates a situation where Registrant and/or representatives of the Registrant are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a conflict of interest. As indicated above in Item 11.C, Registrant has a personal securities transaction policy in place to monitor the personal securities transaction and securities holdings of each of Registrant's Access Persons.

Item 12 Brokerage Practices

- A. In the event that the client requests that Registrant recommend a broker-dealer/custodian for execution and/or custodial services (exclusive of those clients that may direct Registrant to use a specific broker-dealer/custodian), Registrant generally recommends that investment management accounts be maintained at *Fidelity*. Prior to engaging Registrant to provide investment management services, the client will be required to enter into a formal *Investment Advisory Agreement* with Registrant setting forth the terms and conditions under which Registrant shall manage the client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Factors that Registrant considers in recommending *Fidelity* (or any other broker-dealer/custodian to clients) include historical relationship with Registrant, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by Registrant's clients shall comply with Registrant's duty to obtain best execution, a client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where Registrant determines, in good faith, that the commission/transaction fee is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Registrant will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, Registrant's investment management fee. Registrant's best execution responsibility is qualified if securities that it purchases for client accounts are mutual funds that trade at net asset value as determined at the daily market close.

1. Research and Additional Benefits

Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, Registrant may receive from *Fidelity* (or another broker-dealer/custodian, investment platform, unaffiliated investment manager, mutual fund sponsor, or vendor) without cost (and/or at a discount) support services and/or products, certain of which assist Registrant to better monitor and service client accounts maintained at such institutions. Included within the support services that may be obtained by Registrant may be investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support, computer hardware and/or software and/or other products used by Registrant in furtherance of its investment advisory business operations.

As indicated above, certain of the support services and/or products that *may* be received may assist Registrant in managing and administering client accounts. Others do not directly provide such assistance, but rather assist Registrant to manage and further develop its business enterprise.

Registrant's clients do not pay more for investment transactions effected and/or assets maintained at *Fidelity* as a result of this arrangement. There is no corresponding commitment made by Registrant to *Fidelity* or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities, or other investment products as a result of the above arrangement.

2. Registrant does not receive referrals from broker-dealers.
3. Registrant does not generally accept directed brokerage arrangements (when a client requires that account transactions be affected through a specific broker-dealer). In such client directed arrangements, the client will negotiate terms and arrangements for their account with that broker-dealer, and Registrant will not seek better execution services or prices from other broker-dealers or be able to "batch" the client's transactions for execution through other broker-dealers with orders for other accounts managed by

Registrant. As a result, client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.

In the event that the client directs Registrant to effect securities transactions for the client's accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through alternative clearing arrangements that may be available through Registrant. Higher transaction costs adversely impact account performance. Please Also Note: Transactions for directed accounts will generally be executed following the execution of portfolio transactions for non-directed accounts.

Registrant's Chief Compliance Officer, Will S. Clark, remains available to address any questions that a client or prospective client may have regarding the above arrangement.

- B. To the extent that Registrant provides investment management services to its clients, the transactions for each client account generally will be affected independently, unless Registrant decides to purchase or sell the same securities for several clients at approximately the same time. Registrant may (but is not obligated to) combine or "bunch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Registrant's client's differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders placed for each client account on any given day. Registrant shall not receive any additional compensation or remuneration as a result of such aggregation.

Item 13 Review of Accounts

- A. For those clients to whom Registrant provides investment supervisory services, account reviews are conducted on an ongoing basis by Registrant's Principals and/or representatives. All investment supervisory clients are advised that it remains their responsibility to advise Registrant of any changes in their investment objectives and/or financial situation. All clients (either in person, by telephone, or virtually) are encouraged to review financial planning issues (to the extent applicable), investment objectives and account performance with Registrant on an annual basis.
- B. Registrant may conduct account reviews on an other than periodic basis upon the occurrence of a triggering event, such as a change in client investment objectives and/or financial situation, market corrections and client request.
- C. Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. Upon request, the Registrant will provide a written periodic report summarizing account activity and performance.

Item 14 Client Referrals and Other Compensation

- A. Registrant, without cost (and/or at a discount), receives support services and/or products from *Fidelity*.

Registrant's clients do not pay more for investment transactions effected and/or assets maintained at *Fidelity* as a result of this arrangement. There is no corresponding commitment made by Registrant to *Fidelity* or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities, or other investment products because of the above arrangement. Registrant's Chief Compliance Officer, Will S. Clark, remains available to address any questions that a client or prospective client may have regarding the above arrangement and the conflict of interest such arrangement creates.

- B. Registrant has arrangements to compensate third parties for the referral of certain clients. Clients who have been referred subject to any such referral arrangements will have received disclosure at the start of the advisory relationship detailing the fees paid to the referring third party. The payment of such fees does not increase the fees that clients pay to Registrant.

Item 15 Custody

Registrant shall have the ability to have its advisory fee for each client debited by the custodian. Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. Upon request, the Registrant will provide a written periodic report summarizing account activity and performance.

To the extent that Registrant provides clients with periodic account statements or reports, the client is urged to compare any statement or report provided by Registrant with the account statements received from the account custodian. Please Also Note: The account custodian does not verify the accuracy of Registrant's advisory fee calculation.

Item 16 Investment Discretion

The client can determine to engage Registrant to provide investment advisory services on a discretionary basis. Prior to Registrant assuming discretionary authority over a client's account, client shall be required to execute an *Investment Advisory Agreement*, naming Registrant as client's attorney and agent in fact, granting Registrant full authority to buy, sell, or otherwise effect investment transactions involving the assets in the client's name found in the discretionary account.

Clients who engage Registrant on a discretionary basis may, at any time, impose restrictions, in writing, on Registrant's discretionary authority (i.e. limit the types/amounts of particular securities purchased for their account, exclude the ability to purchase securities with an inverse relationship to the market, limit or proscribe Registrant's use of margin, etc.).

Item 17 Voting Client Securities

- A. Registrant does not vote client proxies. Clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and (2) making all elections relative to any mergers,

acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets.

- B. Clients will receive their proxies or other solicitations directly from their custodian. Clients may contact Registrant to discuss any questions they may have with a particular solicitation.

Item 18 Financial Information

- A. Registrant is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts.
- B. Registrant has not been the subject of a bankruptcy petition.

ANY QUESTIONS: Registrant's Chief Compliance Officer, Will S. Clark, remains available to address any questions that a client or prospective client may have regarding the above disclosures and arrangements.