

**Firm Brochure  
Part 2A of Form ADV**

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This brochure provides information about the qualifications and business practices of Trinity Legacy Partners LLC. If you have any questions about the contents of this brochure, please contact us at: 713-999-8053, or by email at: [trey.wilkinson@trinitylegacy.com](mailto:trey.wilkinson@trinitylegacy.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 the Adviser is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

*Effective as of March 18, 2018*

### **Annual Update**

The Material Changes section of this brochure will be updated annually when material changes occur since the previous release of the Firm Brochure.

### **Item 2-Material Changes since the Last Update**

None

### **Full Brochure Available**

Whenever you would like to receive a complete copy of our Firm Brochure, free of charge, please contact us by telephone at: 713-999-8053 or by email at: [trey.wilkinson@trinitylegacy.com](mailto:trey.wilkinson@trinitylegacy.com). The firm CRD number is 159179. It should be noted that the term registered investment adviser mentioned herein does not imply a certain level of skill or training.

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# ADV PART 2A

## Item 4-Advisory Services

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### Firm Description

Trinity Legacy Partners, LLC, hereinafter (“the Adviser”) was founded in 2011. The adviser is registered with the Securities and Exchange Commission (“SEC”).

As an Investment Adviser we must adhere to a fiduciary standard. This standard requires Advisers to act and serve a client's best interests with the intent to eliminate, or at least to expose, all potential conflicts of interest which might incline an Adviser consciously or unconsciously to render advice which is not in the best interest of the client.

The Adviser is a fee-only investment management and financial planning firm. The firm does not sell securities on a commission basis. The firm is not affiliated with entities that sell financial products or securities.

The Adviser does not act as a custodian of client assets and the client always maintains asset control.

The Adviser has discretion of client accounts as outlined in the firm’s investment adviser agreement.

Other professionals (e.g., lawyers, accountants, insurance agents, etc.) are engaged directly by the client on an as-needed basis. Any conflicts of interest arising out of the Adviser’s or its associated persons are disclosed in this brochure.

*Principal Owners:* John P. Wilkinson, III; R & D Rawson, LP; RDKB Rawson, LP, LifeTree Financial, LLC, and Anthony L. Garcia are all principal owners.

### Types of Advisory Services

The Adviser provides investment supervisory services, also known as asset management services and furnishes investment advice through consultations.

The Adviser will provide asset management services and is compensated for such services through a management fee further outlined below in Item 5. It should be noted that important aspects of the client’s financial affairs are reviewed prior to executing and implementing any investment management services.

Investments may include: equities (stocks), commercial paper, certificates of deposit, municipal securities, mutual funds shares, exchange-traded fund shares (ETFs), U. S. government securities, and options contracts.

The Adviser also provides financial planning and consulting. Generally such consultations and plans may include and but are not limited to any of the following: a review of investment accounts, including reviewing asset allocation; strategic tax planning; a review of retirement accounts and plans including recommendations; a review of insurance policies and recommendations for changes, if necessary; one or more retirement scenarios; estate planning review and recommendations; and education planning with funding recommendations.

## **Assets Under Management**

As of December 31, 2017, the Adviser manages approximately \$144,495,410 of assets under management on a discretionary basis.

## **Tailored Relationships**

The goals and objectives for each client are documented. Clients may impose restrictions on investing in certain securities or types of securities.

## **Assignment of Investment Management Agreements**

Agreements may not be assigned without the written consent of the client.

## **Types of Agreements**

The following agreements define the typical client relationships.

### ***Investment Management Agreement***

As part of the investment management service, important aspects of the client's financial affairs are reviewed, and realistic and measurable goals are set and objectives to reach those goals are defined. As goals and objectives change over time, suggestions are made and implemented on an ongoing basis. The Adviser periodically reviews a client's financial situation and portfolio through regular contact with the client which often includes an annual meeting with the client. The Adviser makes use of portfolio rebalancing software to maintain client allocations according to the Investment Policy Statement in effect.

The scope of work and fee for an Advisory Service Agreement is provided to the client in writing prior to the start of the relationship. The agreement sets forth the services to be provided, the fees for the service and the agreement may be terminated by either party in writing at any time.

### ***Investment Consulting Agreement***

The Adviser may consult with a client on assets held in employee-sponsored retirement plans, such as 401(k) plans. The Adviser can review the investment options in such a retirement plan and recommend an asset allocation, based upon a client's investment objective. As part of this agreement, the Adviser periodically reviews a client's retirement portfolio.

With regard to retirement plans that are subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), the Adviser generally assumes the role of a fiduciary with respect to such ERISA plans. Additionally, the Responsible Plan Fiduciary for ERISA plans will be provided with an ERISA Fee and Services Disclosure pursuant to Section 408(b)(2) of ERISA, prior to the ERISA Plan engaging the Adviser for advisory services.

### ***Financial Planning Agreement***

A financial plan may include, but is not limited to: net worth statement; cash flow statement; review of investment accounts, asset allocation analysis; strategic tax planning; review of

retirement accounts; review of insurance policies, evaluation of retirement goals; estate planning review; and college education planning.

Financial planning may be the only service provided to the client and it does not require the client to use or purchase the investment advisory services offered by the Adviser. The Adviser may receive compensation for financial planning and providing investment consulting services. The Adviser does not make any representation regarding products which may be referenced in a financial plan and the client financial is under no obligation to accept the recommendations of the Adviser or use the services of the Adviser in particular.

### ***Hourly Engagements***

The Adviser provides hourly services for clients who need advice on a limited scope of work.

### **Asset Management**

Investments may also include: equities (stocks), warrants, corporate debt securities, commercial paper, certificates of deposit, municipal securities, investment company securities and mutual funds shares, exchange-traded fund shares (ETFs), U. S. government securities, options contracts, futures contracts, and interests in partnerships.

Stocks and bonds may be purchased or sold through a brokerage account when appropriate. The brokerage firm charges a fee for stock and bond trades. The Adviser does not receive any compensation, in any form, from fund companies.

From time to time the Adviser may recommend public offerings (IPOs) if deemed suitable.

### **WRAP Program**

The Adviser does not sponsor a WRAP fee program.

### **Termination of Agreement**

A client may terminate any of the aforementioned agreements at any time by notifying the Adviser in writing. Clients shall be charged pro rata for services provided through to the date of termination. If the client made an advance payment, the Adviser will refund any unearned portion of the advance payment.

The Adviser reserves the right to terminate any financial planning engagement where a client has willfully concealed or has refused to provide pertinent information about financial situations when necessary and appropriate, in the Adviser's judgment, to providing proper financial advice. Any unused portion of fees collected in advance will be refunded.

## **Item 5-Fees and Compensation**

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### **Investment Management**

The Adviser bases its fees on a percentage of assets under management, hourly charges, and fixed fees (not including subscription fees). Although the Advisory Service Agreement is an ongoing agreement and constant adjustments are required, the length of service to the client is at the client's discretion. The client or the investment manager may terminate an Agreement by written notice to the other party. At termination, fees will be billed on a pro rata basis for the portion of the quarter completed. The portfolio value at the completion of the prior full billing quarter is used as the basis for the fee computation, adjusted for the number of days during the billing quarter prior to termination. The investment management fees are negotiable at the sole discretion of the Adviser.

Annualized Investment Management Fees			
Account Value From	Account Value To	Annual Fee	Percentage
\$0	\$499,999		1.50%
\$500,000	\$1,000,000		1.25%
\$1,000,001	\$4,000,000		1.00%
\$4,000,001	\$10,000,000		0.75%
Over \$10,000,000			0.60%

## Financial Planning

### Financial Plan

The Adviser will review the client's financial situation and prepare a written financial plan that includes recommendations to help a client meet his or her financial goals. The areas of analysis may include: goal setting, analysis of financial goals, asset / liability analysis, tax planning, cash flow budgeting, investment review, insurance review, inventory of assets, investment portfolio analysis, retirement planning, college planning, savings, and estate plan review.

The Adviser will compile the necessary financial information and use it to construct a *Financial Plan* tailored to the client's specific financial situation. The written financial plan will typically be constructed within three months, but may take longer than six months depending on the complexity of a client's financial situation. Clients can implement recommendations contained in the *Financial Plan* on their own or have the Adviser assist with implementation.

### Financial Review

A *Financial Review* consists of a two to four hour review of up to three financial planning topics selected in advance by the client. No follow-up services are provided with the *Financial Review*.

For *Financial Plans* and *Financial Reviews*, The Adviser charges a fixed fee. Financial planning fees may be waived at the discretion of the Adviser for Investment Management clients.

### Financial Planning Service

### Fee Type and Amount

Financial Plan \$1,500 to \$5,000 fixed fee

Financial Review \$500 fixed fee

The Adviser may negotiate its fixed fee amount for *Financial Plans* based on complexity of the financial plan. The final fee amount will be specified in the *Financial Planning Agreement* which details the scope of the relationship and responsibilities of both the Adviser and client. Advice and services provided under the *Financial Planning Agreement* are tailored to the stated objectives of the client.

One-half of the estimated fee stated in the *Financial Planning Agreement* is due at signing. The balance shall be due and payable upon completion of the agreed upon services. If a client chooses to terminate within five (5) business days from the date of execution or at any time via written notice before the product is delivered or service is complete, The Adviser will charge a prorated amount for the work completed and will deliver any work product completed.

The fee for a *Financial Review* is due at the beginning of the Review appointment.

Notwithstanding the above, all fees are negotiable and certain clients may be charged less, depending on a number of factors, including portfolio size, employment and relationship to the Adviser.

### **Project Retainer**

*Project Retainer* services are narrower in scope. The services include various client consultations as well as written and/or oral recommendations resulting from such consultations. The *Project Retainer* does not constitute a comprehensive financial planning engagement and follow-up advice and/or implementation assistance is not provided following completion of the project. If a client wishes to upgrade to a *Financial Plan*, they may receive credit toward the *Financial Plan* fee for amounts paid under the *Project Retainer* for the prior six months. The Adviser charges non-investment management clients on an hourly basis for services such as portfolio asset allocation consulting and financial planning. Such fees are \$150/hour and are negotiable.

In the event that a client's situation is substantially different than disclosed at the initial meeting, a revised fee will be provided for mutual agreement. The client must approve the change of scope in advance of the additional work being performed when a fee increase is necessary.

*Investment Consulting Services Fee.* The Adviser may charge a client an annual fee to consult on assets held in employee-sponsored retirement plans. The annual fee is 0.25% of the balance of a client's retirement plan, with a minimum fee of \$500.00.

### **Fee Billing**

Investment management fees are billed quarterly, in advance meaning that we invoice you before the three-month billing period has ended. Payment in full is expected upon invoice presentation. Fees are deducted from the client account to facilitate billing as authorized by the investment management agreement. Fees for Advisory Services are based on the account's asset value as of the last business day of the prior calendar quarter. Fees for a *Financial Plan* are billed based on half the agreed upon fee upon signing the Financial Planning Agreement with the balance due upon delivery of the financial plan.

## **Item 6-Performance Fees**

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### **Performance Fees**

Fees are not based on a share of the capital gains or capital appreciation of managed securities. The Adviser does not use a performance-based fee structure.

## **Item 7-Types of Clients**

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### **Description**



The Adviser generally provides investment advice to individuals and trusts, estates, or charitable organizations.

### **Account Minimums**

The Adviser does not currently require a minimum account size.

## **Item 8-Methods of Analysis, Investment Strategies and Risk of Loss**

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### **Methods of Analysis**

Security analysis methods may include charting, fundamental analysis, technical analysis, and cyclical analysis.

The main sources of information include financial newspapers and magazines, inspections of corporate activities, research materials prepared by others, corporate rating services, annual reports, prospectuses, filings with the Securities and Exchange Commission, and company press releases.

### **Investment Strategies**

Strategies may include long-term purchases, short-term purchases, trading, short sales, margin transactions, and option writing (including covered options, uncovered options or spreading strategies).

Portfolios are diversified to control the risk associated with traditional markets.

The investment strategy for a specific client is based upon the objectives stated by the client during consultations. The client may change these objectives at any time. Each client executes an Investment Policy Statement that documents their objectives and their desired investment strategy.

Some of the Adviser's investment strategies may involve frequent trading. As a result, these strategies will incur higher transaction costs which are costs assessed to client/investor portfolios. These costs will commensurately reduce portfolio returns relative to a strategy that requires a lower level of trading.

### **Market, Regulatory and Security Specific Risks**

Any investment with the Adviser involves significant risk, including a complete loss of capital and conflicts of interest. All investment programs have certain risks that are borne by the investor which are described below:

#### **Market Risks:**

**Competition:** The securities industry and the varied strategies and techniques to be engaged in by the Adviser are extremely competitive and each involves a degree of risk. The Adviser will compete with firms, including many of the larger securities and investment banking firms, which have substantially greater financial resources and research staffs.

**Market Volatility:** The profitability of the Adviser substantially depends upon it correctly assessing the future price movements of stocks, bonds, options on stocks, and other securities

and the movements of interest rates. The Adviser cannot guarantee that it will be successful in accurately predicting price and interest rate movements.

***Trinity Legacy Partners, LLC's Investment Activities:*** The Adviser's investment activities involve a significant degree of risk. The performance of any investment is subject to numerous factors which are neither within the control of nor predictable by the Adviser. Such factors include a wide range of economic, political, competitive, technological and other conditions (including acts of terrorism and war) that may affect investments in general or specific industries or companies. The securities markets may be volatile, which may adversely affect the ability of the Adviser to realize profits.

***Material Non-Public Information:*** By reason of their responsibilities in connection with other activities of the Adviser and/or its affiliates, certain principals or employees of the Adviser and/or its affiliates may acquire confidential or material non-public information or be restricted from initiating transactions in certain securities. The Adviser will not be free to act upon any such information. Due to these restrictions, the Adviser may not be able to initiate a transaction that it otherwise might have initiated and may not be able to sell an investment that it otherwise might have sold.

***Accuracy of Public Information:*** The Adviser selects investments, in part, on the basis of information and data filed by issuers with various government regulators or made directly available to the Adviser by the issuers or through sources other than the issuers. Although the Adviser evaluates all such information and data and sometimes seeks independent corroboration when it is considered appropriate and reasonably available, the Adviser is not in a position to confirm the completeness, genuineness or accuracy of such information and data, and in some cases, complete and accurate information is not available.

***Investments in Undervalued Securities:*** The Adviser intends to invest in undervalued securities. The identification of investment opportunities in undervalued securities is a difficult task, and there are no assurances that such opportunities will be successfully recognized or acquired. While investments in undervalued securities offer the opportunities for above-average capital appreciation, these investments involve a high degree of financial risk and can result in substantial losses. Returns generated from the Adviser's investments may not adequately compensate for the business and financial risks assumed.

***Small Companies:*** The Adviser may invest a portion of its assets in small and/or unseasoned companies with small market capitalization. While smaller companies generally have potential for rapid growth, they often involve higher risks because they may lack the management experience, financial resources, product diversification and competitive strength of larger companies. In addition, in many instances, the frequency and volume of their trading may be substantially less than is typical of larger companies. As a result, the securities of smaller companies may be subject to wider price fluctuations.

***Leverage:*** When deemed appropriate by the Adviser and subject to applicable regulations, the Adviser may incur leverage in its investment program, whether directly through the use of borrowed funds, or indirectly through investment in certain types of financial instruments with inherent leverage, such as puts, calls and warrants, which may be purchased for a fraction of the price of the underlying securities while giving the purchaser the full benefit of movement in the market of those underlying securities. While such strategies and techniques increase the opportunity to achieve higher returns on the amounts invested, they also increase the risk of loss.

***Market or Interest Rate Risk:*** The price of most fixed income securities move in the opposite direction of the change in interest rates. For example, as interest rates rise, the price of fixed income securities falls. If the Adviser holds a fixed income security to maturity, the change in its price before maturity may have little impact on the Adviser's performance; however, if the Adviser has to sell the fixed income security before the maturity date, an increase in interest rates could result in a loss to the Adviser.

***Inflation Risk:*** Inflation risk results from the variation in the value of cash flows from a security due to inflation, as measured in terms of purchasing power. For example, if the Adviser purchases a 5-year bond in which it can realize a coupon rate of 5%, but the rate of inflation is 6%, then the purchasing power of the cash flow has declined. For all but inflation-linked bonds, adjustable bonds or floating rate bonds, the Adviser is exposed to inflation risk because the interest rate the issuer promises to make is fixed for the life of the security.

***Risk of Default or Bankruptcy of Third Parties:*** The Adviser may engage in transactions in securities, commodities, other financial instruments and other assets that involve counterparties. Under certain conditions, the Adviser could suffer losses if a counterparty to a transaction were to default or if the market for certain securities, commodities, other financial instruments and/or other assets were to become illiquid.

#### **Regulatory Risks:**

***Strategy Restrictions:*** Certain institutions may be restricted from directly utilizing investment strategies of the type in which the Adviser may engage. Such institutions, including entities subject to ERISA, should consult their own advisers, counsel and accountants to determine what restrictions may apply and whether an investment in the Adviser is appropriate.

***Trading Limitations:*** For all securities, instruments and/or assets listed on an exchange, including options listed on a public exchange, the exchange generally has the right to suspend or limit trading under certain circumstances. Such suspensions or limits could render certain strategies difficult to complete or continue and subject the Adviser to loss. Also, such a suspension could render it impossible for the Adviser to liquidate positions and thereby expose the Adviser to potential losses.

***Conflicts of Interest:*** In the administration of client accounts, portfolios and financial reporting, the Adviser faces inherent conflicts of interest which are described in this brochure. Generally, the Adviser mitigates these conflicts through its Code of Ethics which provides that the client's interest is always held above that of the Firm and its associated persons.

***Supervision of Trading Operations:*** The Adviser, with assistance from its brokerage and clearing firms, intends to supervise and monitor trading activity in the portfolio accounts to ensure compliance with firm and client objectives. Despite the Adviser's efforts, however, there is a risk that unauthorized or otherwise inappropriate trading activity may occur in portfolio accounts.

Depending on the nature of the investment management service selected by a client and the securities used to implement the investment strategy, clients will be exposed to risks that are specific to the securities in their particular investment portfolio.

## **Security Specific Risks:**

**Liquidity:** Liquidity is the ability to readily convert an investment into cash. Securities where there is a ready market that is traded through an exchange are generally more liquid. Securities traded over the counter or that do not have a ready market or are thinly traded are less liquid and may face material discounts in price level in a liquidation situation.

**Currency:** Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.

**Lack of Registration:** Funds or LP interests have neither been registered under the Securities Act nor under the securities or "blue sky" laws of any state and, therefore, are subject to transfer restrictions.

## **Item 9-Legal and Disciplinary**

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### **Legal and Disciplinary**

The firm and its employees have not been involved in legal or disciplinary events related to past or present investment clients.

## **Item 10-Other Financial Industry Activities and Affiliations**

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### **Brokerage Affiliations**

The Adviser does not currently have any other financial industry activities and affiliations.

## **Item 11-Code of Ethics, Participation or Interest in Client Transactions & Personal Trading**

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### **Code of Ethics**

The Adviser has adopted a Code of Ethics which establishes standards of conduct for its supervised persons. The Code of Ethics includes general requirements that such supervised persons comply with their fiduciary obligations to clients and applicable securities laws, and specific requirements relating to, among other things, personal trading, insider trading, conflicts of interest and confidentiality of client information. It requires supervised persons to report their personal securities transactions and holdings quarterly to the Adviser's Compliance Officer, and requires the Compliance Officer to review those reports. It also requires supervised persons to report any violations of the Code of Ethics promptly to the Adviser's Compliance Officer.

Each supervised person of the Adviser receives a copy of the Code of Ethics and any amendments to it and must acknowledge in writing having received the materials. Annually, each supervised person must certify that he or she complied with the Code of Ethics during that year. Clients and prospective clients may obtain a copy of the Adviser's Code of Ethics, free of charge, by contacting the Compliance Officer of the Adviser.

### **Participation or Interest in Client Transactions**

Under the Adviser's Code of Ethics, the Adviser and its managers, members, officers and employees may invest personally in securities of the same classes as are purchased for clients and may own securities of the issuers whose securities are subsequently purchased for clients. If an issue is purchased or sold for clients and any of the Adviser, managers, members, officers and employees on the same day purchase or sell the same security, either the clients and the Adviser,

managers, members, officers or employees shall receive or pay the same price or the clients shall receive a more favorable price. The Adviser and its managers, members, officers and employee may also buy or sell specific securities for their own accounts based on personal investment considerations, which the Adviser does not deem appropriate to buy or sell for clients.

### **Personal Trading**

The Chief Compliance Officer of the Adviser is John P. Wilkinson, III. He reviews all employee trades each quarter (except for his own trading activity that is reviewed by another principal or officer of the Firm). The personal trading reviews ensure that the personal trading of employees does not affect the markets, and that clients of the firm receive preferential treatment.

## **Item 12-Brokerage Practices**

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### **Brokerage Selection and Soft Dollars**

The Adviser has the authority over the selection of the broker to be used and the commission rates to be paid without obtaining specific client consent. The Adviser may recommend brokerage firms as qualified custodians and for trade execution.

In selecting brokers or dealers to execute transactions, Adviser will seek to achieve the best execution possible but this does not require it to solicit competitive bids and does not have an obligation to seek the lowest available commission cost. Research and related services furnished by brokers may include, but are not limited to, written information and analyses concerning specific securities, companies or sectors; market, financial and economic studies and forecasts; financial publications; statistical and pricing services, as well as discussions with research personnel, along with hardware, software, data bases and other technical and telecommunication services and equipment utilized in the investment management process.

It should be noted that the availability of these soft dollar benefits creates an inherent conflict of interest and will influence the investment manager to select one broker rather than another to perform services. The investment manager has an incentive to refer their brokerage business to brokers to where they have these types of arrangements. It is the policy and practice of the Adviser to strive for the best price and execution for costs and discounts which are competitive in relation to the value of the transaction and which comply with Section 28(e) of the Securities Exchange Act of 1934, as amended.

Nevertheless, it is understood that the Adviser may pay compensation on a transaction in excess of the amount of compensation that another broker or dealer may charge so long as it is in compliance with Section 28(e), and the Adviser makes no warranty or representation regarding compensation paid on transactions. In negotiating mark-ups or mark-downs, the Adviser will take into account the financial stability and reputation of brokerage firms and the brokerage and research services provided by such brokers, although the client may not, in any particular instance, be the sole direct or indirect beneficiary of the research services provided.

The Adviser has no obligation to deal with any broker or group of brokers in executing transactions in portfolio securities.

### **Order Aggregation**

The Adviser may purchase and/or sell the same security for many accounts, even though each Client account is individually managed. When possible, the Adviser may also aggregate the same

transaction in the same securities for many Clients for whom the Adviser has discretion to direct brokerage. Clients in aggregated transactions each receive the same price per unit, although they may pay differing brokerage commissions depending upon the nature of their directed brokerage arrangement, if any.

If more than one price is paid for securities in an aggregated transaction, each client in the aggregated transaction will receive the average price paid for the block of securities in the same aggregated transaction for the day. If the Adviser is unable to fill an aggregated transaction completely, but receives a partial fill of the aggregated transaction, the Adviser will allocate the filled portion of the transaction to clients based on an equitable rotational system as follows:

- The Adviser must ensure that adequate and full disclosure of its allocation and bunching practices has been made prior to the transaction.
- All clients/investors, accounts or funds participating in the aggregated order shall receive an average share price with all other transaction costs shared on a pro-rata basis.
- Aggregate transactions must not be executed unless the intended and resultant aggregation is consistent with its duty to seek best execution and any terms found in the Adviser's written agreements.
- Aggregated orders filled in their entirety shall be allocated among clients/investors, accounts or funds in accordance with an allocation statement created prior to the execution of the transaction(s); partially filled orders shall be allocated pro-rata based on the allocation statement and the variance from the modeled allocation of a security. Where this method prescribes an odd-lot that is less than 100 shares for an account, the allocation will be rounded up to a whole lot. Client/investor funds held collectively for the purpose of completing the transaction may not be held in this commingled manner for any longer than is practical to settle the transaction.
- Each client/investor, account or fund that participates in an aggregated order will participate at the average share price for all the Adviser's transactions in that security on a given business day, with transaction costs shared pro-rata based on each client/investor's, account's or fund's participation in the transaction.
- Investments resulting from any aggregated order must be consistent with the specific investment objective(s) of each client/investor, account or fund as detailed in any written agreements. No additional compensation shall result from the proposed allocation. No Client/investor, account or fund will be favored over any other Client/investor, account or fund as a result of the allocation.
- Pre-allocation statement(s) specifying the participating Client/investor accounts and the proposed method to allocate the order among the clients/investors, accounts or funds are required prior to any allocated order. Basis for establishing pre-allocations may include pro-rata of account assets to assets for the specific strategy, executing broker and variance from modeled position holding as factors. Should the actual allocation differ from the allocation statement, such trade may only be settled with the approval of the CCO or another appropriately qualified and authorized principal of the Adviser.

## **Directed Brokerage**

From time to time the Adviser allows clients to direct brokerage but the Adviser does not require clients to direct brokerage. In the event that a client directs the Adviser to use a particular broker or dealer, the Adviser may not be authorized under those circumstances to negotiate commissions and may not be able to obtain volume discounts or best execution.

In addition, under these circumstances a disparity in commission charges may exist between the commissions charged to clients who direct the Adviser to use a particular broker or dealer and other clients who do not direct Adviser to use a particular broker or dealer which may result in higher trading expenses to the client who directs brokerage.

The Adviser may place orders for transactions in certain securities initially only for those accounts which are held in custody at banks or at brokerage firms that permit the Adviser to place trades for accounts held in custody at that firm with other brokerage firms. Therefore, accounts held in custody at firms which do not permit the Adviser to place transactions with other brokerage firms may not be able to participate in the initial transaction and may not be able to participate in the same gains or losses as other Clients whose accounts are not so restricted.

In cases where trading or investment restrictions are placed on a Client's account, the Adviser may be precluded from aggregating that Client's transaction with other accounts which may result in less favorable security prices and/or higher transaction costs.

## **Item 13-Review of Accounts**

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### **Periodic Reviews**

Account reviews are performed quarterly by the Investment Review Committee. It is instructed to consider the client's current security positions and the likelihood that the performance of each security will contribute to the investment objectives of the client.

### **Review Triggers**

Accounts are reviewed quarterly or more frequently when market conditions dictate. Other conditions that may trigger a review are changes in the tax laws, new investment information, and changes in a client's financial or personal situation.

### **Regular Reports**

Clients receive periodic reports on at least an annual basis. The written reports may include account valuation, performance stated in dollars and as a percent, portfolio statement, and a summary of objectives and progress towards meeting those objectives. Clients receive statements of account positions no less than quarterly from the account custodian.

## **Item 14-Client Referrals and Other Compensation**

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### **Incoming Client Referrals**

At this time, the Adviser does not participate in client referrals.

### **Referrals to Third Parties**

The Adviser does not accept referral fees or any form of remuneration from other professionals when a prospect or client is referred to them.

## **Item 15-Custody**

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### **Custody Policy**

The Adviser does not accept or permit the Firm or its associated persons from obtaining custody of client assets including cash, securities, acting as trustee, provide bill paying service, have password access to control account activity or any other form of controlling client assets. All checks or wire transfer to fund client accounts are required to be made out to/sent to the account custodian. Per the No-Action letter issued by the Securities and Exchange Commission on February 21, 2017, the Adviser has been deemed to have inadvertent custody as a result of the client providing the Adviser with Standing Letters of Authorization (“SLOA(s)”) to withdraw funds from the client’s portfolio account to pay third parties. A surprise examination is not required as the Adviser is relying on the conditions set forth in the No-Action letter. Pursuant to the conditions set forth in the No-Action Letter, the Adviser confirms that (1) the client provides an instruction to the qualified custodian, in writing, that includes the clients signature, the third party’s name, and either the third party’s address or the third party’s account number at a custodian to which the transfer should be directed; (2) the client authorize us, in writing, either on the qualified custodian’s form or separately, to direct transfers to the third party either on a specified schedule or from time to time; (3) the Custodian performs appropriate verification of the instruction, such as a signature review or other method to verify the clients authorization, and the Custodian provides a transfer of funds notice to the client promptly after each transfer; (4) the client has the ability to terminate or change the instruction to the Custodian; (5) the Adviser has no authority or ability to designate or change the identity of the third party, the address, or any other information about the third party contained in the your instruction; (6) the Adviser maintains records showing that the third party is not a related party of the Adviser or is located at the same address as the Adviser; and (7) the Custodian sends the client, in writing, an initial notice confirming the instruction and an annual notice reconfirming the instruction.

### **Account Statements**

All assets are held at qualified custodians and the custodians provide account statements not less than quarterly to clients at their address of record. Clients should carefully review such statements for any discrepancies or inaccuracies.

Pursuant to recent amendments to Rule 206(4) under the Investment Advisers Act of 1940, the Securities and Exchange Commission now requires advisers to urge clients to compare the information set forth in their statement from the Adviser with the statements received directly from the custodian to ensure accuracy of all account transactions.

## **Item 16-Investment Discretion**

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### **Discretionary Authority for Trading**

The Adviser contracts for discretionary authority to transact portfolio securities accounts on behalf of clients. Discretionary authority is granted by the Adviser’s investment management agreement. The Adviser has the authority to determine, without obtaining specific client consent, the securities to be bought or sold, and the amount of the securities to be bought or sold. The firm's discretionary authority regarding investments may, however, be subject to certain limitations. These limitations are recognized as the restrictions and prohibitions placed by the Client on



transactions in certain types of business or industries. All such restrictions are to be agreed upon in writing at the account's inception.

The Adviser will consult with the client where discretion is not obtained prior to each trade in order to obtain client approval for the transaction(s).

The client authorizes the discretion to select the custodian to be used and the commission rates paid to the Adviser. The Adviser does not receive any portion of the transaction fees or commissions paid by the client to the custodian on certain trades.

## **Item 17-Voting Client Securities**

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### **Proxy Voting**

Unless otherwise informed by the Client, it is the policy of the Adviser to vote proxies on behalf of clients. Custodians are directed to forward all shareholder-related materials to the Adviser. The Adviser strives to vote proxies in the best interest of its clients. The Adviser will keep a record of all proxies voted on behalf of their client(s) in accordance with its written policies and procedures. The manner in which a client's proxies were voted is available to the client upon request. The Client may, at any time, inform the Adviser not to vote proxies on his or her behalf, at which time the Client will begin to receive any shareholder-related materials.

Employee benefit plans governed by ERISA acknowledge that the Adviser is covered as fiduciary by the bond maintained for the plan and will provide proof of such coverage. Proxy voting for plans governed by ERISA must conform to the plan document in effect. In cases where the investment manager is listed as the fiduciary responsible for voting proxies, the responsibility will be designated to another fiduciary and reflected in the plan document.

## **Item 18-Financial Information**

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### **Financial Condition**

The Adviser does not have any financial impairment that will preclude the firm from meeting contractual commitments to clients. The Adviser meets all net capital requirements that it is subject to and the Adviser has not been the subject of a bankruptcy petition in the last 10 years.

The Adviser is not required to provide a balance sheet as it does not serve as a custodian for client funds or securities, and does not require prepayment of fees of more than \$1200 per client, and six months or more in advance.

## **Item 19- Other Disclosures**

### **Relationship with Issuer of Securities Disclosure**

The Adviser does not at this time have a relationship or arrangement with any issuer of securities.

### **Business Continuity Plan**

The Adviser has a Business Continuity Plan in place that provides detailed steps to mitigate and recover from the loss of office space, communications, services or key people.

### **Disasters**

The Business Continuity Plan covers natural disasters such as snow storms, hurricanes, tornados, and flooding. The Plan covers man-made disasters such as loss of electrical power, loss of water pressure, fire, bomb threat, nuclear emergency, chemical event, biological event, T-1 communications line outage, Internet outage, railway accident and aircraft accident. Electronic files are backed up daily and archived offsite.

### **Alternate Offices**

Alternate offices are identified to support ongoing operations in the event the main office is unavailable. It is the Adviser's intention to contact all clients within five days of a disaster that dictates moving of the Adviser's office to an alternate location.

## **Summary of Business Continuity Plan**

A summary of the business continuity plan is available upon request to the Adviser's Chief Compliance Officer.

## **Information Security Program**

The Adviser maintains an information security program to reduce the risk that Clients' personal and confidential information may be breached.

## **Privacy Practices**

### **Privacy Policy**

Below is a summary of the Adviser's Privacy Policy regarding client personal information. A complete version of the Privacy Policy is contained in the Client Investment Advisory Agreement and may be obtained by contacting the Compliance Officer of the Adviser.

The Adviser:

- a) Collects non-public personal information about its clients from the following sources:
  - Information received from clients on applications or other forms;
  - Information about clients' transactions with the Adviser, its affiliates and others;
  - Information received from our correspondent clearing broker with respect to client accounts;
  - Information received from service bureaus or other third parties.
- b) The Adviser will not share such information with any affiliated or nonaffiliated third party except:
  - When necessary to complete a transaction in a customer account, such as with the clearing firm or account custodians;
  - When required to maintain or service a customer account;
  - To resolve customer disputes or inquiries;
  - With persons acting in a fiduciary or representative capacity on behalf of the customer;
  - With rating agencies, persons assessing compliance with industry standards, or to the attorneys, accountants and auditors of the firm;
  - To protect against or prevent actual or potential fraud, identity theft, unauthorized transactions, claims or other liability;
  - To comply with federal, state or local laws, rules and other applicable legal requirements;
  - In connection with a written agreement to provide investment management or advisory services when the information is released for the sole purpose of providing the products or services covered by the agreement;

- In any circumstances with the customer's instruction or consent.
- c) Restricts access to confidential client information to individuals who are authorized to have access to confidential client information and need to know that information to provide services to clients.
- d) Maintains physical, electronic and procedural security measures that comply with applicable state and federal regulations to safeguard confidential client information.