

## **EDGE PORTFOLIO MANAGEMENT, LLC**

**1N141 County Farm Road, Suite 110  
Winfield, Illinois  
60190**

**Telephone: (630) 221-1000**

**<http://www.edge-pm.com>**

### **FORM ADV PART 2A BROCHURE**

This brochure provides information about the qualifications and business practices of Edge Portfolio Management, LLC. If you have any questions about the contents of this brochure, please contact Edward James Meek at (630) 221-1000 or at [info@edge-pm.com](mailto:info@edge-pm.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 Edge Portfolio Management, LLC is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The searchable IARD/CRD number for this Adviser is 136426.

Edge Portfolio Management, LLC is a Registered Investment Adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

3/1/2013

## **Material Changes**

This firm brochure dated 3/1/2013 has 1 material change:

1. Amount of assets under management has been updated (p3)

After our initial filing of this Brochure, this item will be used to provide our clients with a summary of new and/or updated information. We will inform you of the revision(s) based on the nature of the updated information, similar to what we have done above.

We will ensure that you receive a summary of any material changes to this and subsequent Brochures within 120 days of the close of our business' fiscal year. Furthermore, we will provide you with other interim disclosures about material changes as necessary.

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## Advisory Business

Edge Portfolio Management, LLC (“EPM”) is an SEC registered investment advisor with its principal place of business in Winfield, Illinois. EPM has been in business since 2005 and is principally owned by Edward James Meek, Srbo Radisavljevic, and John M. Smith IV.

### **Investment Supervisory Services – General Information**

Prior to engaging to provide any of the following investment advisory services, the client will be required to enter into one or more written agreements with EPM setting forth the terms and conditions under which EPM shall render its services. This contract will remain in effect unless terminated by either party upon written notice. The client may make additions to and withdrawals from the account at any time, subject to EPM’s right to terminate an account. Clients may withdraw account assets on notice to EPM, subject to the usual and customary securities settlement procedures. However, EPM designs its portfolios as long-term investments and assets withdrawals may impair the achievement of a client’s investment objectives.

A copy of EPM’s privacy policy notice and a written disclosure statement that meets the requirements of Rule 204-3 of the Investment Advisers Act of 1940, as amended (“Advisers Act”), will be provided to each client prior to the execution of the *Agreement*. Any client who has not received a copy of EPM’s written disclosure statement at least forty-eight (48) hours prior to executing the *Agreement* will have five (5) business days subsequent to executing the agreement to terminate EPM’s services without penalty.

EPM’s clients are advised to promptly notify EPM if there are ever any changes in their financial situation or investment objectives or if they wish to impose any reasonable restrictions upon EPM’s management services. As a general matter, EPM does not accept client direction for restrictions on the type of securities to be purchased or sold or the particular security. However, EPM will make every effort to accommodate such a request.

EPM determines its recommendations for the clients’ portfolios by the following methods: Portfolio Management Agreement (including Exhibits A and B), Annual Investment Objectives questionnaire, and in person meetings.

### **A. Discretionary Management**

EPM provides investment management services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations and business entities on a fee

basis, which may include fees based on assets under management and the performance of the client's portfolio.

EPM offers advice on most securities. However, EPM intends to primarily allocate its clients' investment management assets on a discretionary basis among mutual funds, exchange traded funds, exchange traded notes, options, individual bonds and pooled investment vehicles (such as hedge funds) and *Independent Managers* (as defined below) in accordance with the investment objectives of the client. As further discussed in response to Item 12 (below), EPM shall generally recommend that clients utilize the brokerage and clearing services of Fidelity Investments and its affiliates (collectively referred to as "*Fidelity*") for investment management accounts.

EPM may only implement its investment management recommendations after the client has arranged for and furnished EPM with all information and authorization regarding accounts with appropriate financial institutions. Financial institutions include, but are not limited to, *Fidelity*, any other broker-dealer recommended by EPM, broker-dealer directed by the client, trust companies, banks etc. (collectively referred to herein as the "*Financial Institution(s)*").

## **B. Non Discretionary Management**

EPM may also render non-discretionary investment management services to clients similar to the portfolio management it conducts for its discretionary clients. In these arrangements, EPM will seek the client's approval prior to implementing any trade recommendation.

In addition, EPM will conduct non-discretionary management relative to all registrations available at *Financial Institutions* including but not limited to: (1) variable life/annuity products that they may own and/or (2) their individual employer-sponsored retirement plans. In so doing, EPM either directs or recommends the allocation of client assets among the various mutual fund subaccounts that comprise the variable life/annuity product, or retirement plan. The client assets will be maintained at either the specific insurance company that issued the variable life/annuity product which is owned by the client, or at the custodian designated by the sponsor of the client's retirement plan.

In addition, if the client requests it, EPM may provide consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. Neither EPM, nor any of its representatives, serves as an attorney or accountant and no portion of EPM's services should be construed as same. To the extent requested by a client, EPM may recommend the services of other professionals for certain non-investment implementation purposes (i.e. attorneys, accountants, insurance, etc.). The client is under no obligation to engage the services of any such recommended professional and is free to

accept or reject any EPM recommendation.

### **C. Third Party Money Manager Selection**

EPM may recommend that certain clients authorize the active discretionary management of a portion of their assets by and/or among certain independent investment manager(s) either directly or through a wrap fee program (“*Independent Manager(s)*”), based upon the investment objectives stated by the client. If a client chooses to engage an *Independent Manager(s)*, the terms and conditions of the engagement may be set forth in written agreements between (1) the client and EPM and/or (2) the client and the designated *Independent Manager(s)* and/or wrap fee program sponsor. EPM will continue to render advisory services to the client relative to the ongoing monitoring and review of account performance. For these services EPM will receive an annual advisory fee based upon a percentage of the market value of the assets being managed by the designated *Independent Manager(s)*. Factors that EPM considers in recommending *Independent Manager(s)* include the client’s stated investment objective(s), management style, performance, reputation, financial strength, reporting, and pricing.

In addition to EPM’s written disclosure statement, the client will also receive the written disclosure statement of the designated *Independent Manager(s)* and wrap fee program sponsor (if applicable). Some *Independent Manager(s)* may impose more restrictive account requirements and varied billing practices than EPM. In such instances, EPM may alter its corresponding account requirements and/or billing practices to accommodate those of the *Independent Manager(s)* or wrap fee program sponsor.

### **D. Edge Tactical Portfolios: Sub-advisory Services**

Alternatively, EPM may act as an *Independent Manager*, or sub-advisor, for a client already utilizing an outside advisor. If a client chooses to engage EPM as an *Independent Manager* the terms and conditions of the engagement will be set forth in separate written agreements between (1) the client and their Advisor and (2) the client and EPM (as a designated *Independent Manager*). For these services, the advisor will receive an annual advisory fee based upon a percentage of the market value of the client assets managed by EPM. In this arrangement, EPM will follow the signals set by a third-party adviser for management of its clients’ assets. EPM will be responsible for client management as well as determining the suitability of certain client trades and portfolios.

### **Assets Under Management**

As of 2/27/2013, EPM had \$162,331,430.92 under management on a discretionary basis in 315 accounts. EPM had \$47,966,957.74 in 49 accounts on a non-discretionary basis.

## Fees and Compensation

### General Information about Fees

EPM generally imposes a minimum annual fee for providing investment management services. The specific minimum will depend on the type of services EPM has been engaged to provide, as further discussed above. These minimum fees may make EPM's service impractical for clients with smaller portfolios. EPM, in its sole discretion, may waive its minimum annual fee based upon certain criteria including anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, pre-existing client, account retention, and *pro bono* activities.

EPM renders investment management services on a fee basis. EPM charges an annual fee based upon a percentage of the market value of the assets being managed by EPM ("base fee"). EPM *may* also charge certain qualified clients a performance-based fee in accordance with the requirements set forth in applicable laws, rules, and regulations. For more details on performance-based fees, please see the section of this brochure entitled "Performance-Based Fees and Side-By-Side Management" in Section 6 of this ADV Part 2.

EPM's annual fee is exclusive of, and in addition to brokerage commissions, transaction fees, and other related costs and expenses which the client will incur. However, EPM does not receive any portion of these commissions, fees, and costs.

### Direct Management Fees

EPM's fees are prorated and charged quarterly, in arrears, based upon the market value of the assets on the last day of the previous quarter. The annual fee varies depending upon the market value of the assets under management and the type of investment services to be rendered, as follows:

<b><u>Total Portfolio Management</u></b>	<b><u>Annual Fee</u></b>
First \$2,500,000.....	1.00%
Next \$2,500,000.....	0.85%
Next \$2,500,000.....	0.70%
Next \$2,500,000.....	0.55%
Above \$10,000,000.....	Negotiable
EPM's total portfolio management services are subject to a minimum annual fee of \$7,500.	

<b>Edge Tactical Portfolios</b>	<b>Annual Fee</b>
First \$5,000,000.....	1.40%
Next \$2,500,000.....	1.30%
Next \$2,500,000.....	1.20%
Above \$10,000,000.....	Negotiable

### **Independent Managers' Fees**

The investment management fees charged by the designated *Independent Manager(s)*, together with the fees charged by the wrap fee program sponsor and corresponding designated broker-dealer/custodian of the client's assets, may be exclusive of, and in addition to, EPM's investment advisory fee described above. As discussed above, the client may incur additional fees beyond those charged by EPM, the designated *Independent Manager(s)*, wrap fee program sponsor (if applicable), and corresponding broker-dealer and custodian.

If EPM refers a client to certain *Independent Manager(s)* where EPM's compensation is included in the advisory fee charged by such *Independent Manager(s)* and the client engages those *Independent Manager(s)*, EPM will be compensated for its services by receiving a fee paid directly by the *Independent Manager(s)* in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940, as amended, and any corresponding state securities laws, rules, regulations, or requirements. Any such fee will be paid solely from the *Independent Manager(s)* investment management fee or the program fee of the wrap fee program (as appropriate), and will not result in any additional charge to the client.

Additionally, certain *Independent Manager(s)* may impose more restrictive account requirements and varying billing practices than EPM. In such instances, EPM may alter its corresponding account requirements and/or billing practices to accommodate those of the *Independent Manager(s)* or wrap fee program sponsor.

### **Edge Tactical Portfolios Fee Structure**

When EPM acts as a sub-adviser to third party adviser and follows their signals for portfolio management, it will charge a different fee structure. In general, Edge will charge a management fee of 1.4% for its annual fee. Fees will be charged, quarterly in arrears, the same as Discretionary Management.

### **Transaction Costs**

Clients may incur certain charges imposed by the *Financial Institution(s)* and other third



parties such as fees charged by *Independent Managers* (as defined below), custodial fees, charges imposed directly by a mutual fund or exchange traded fund on the account, which are disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Additionally, for assets outside of any wrap fee programs, clients may incur brokerage commissions and transaction fees. Such charges, fees and commissions are exclusive of and in addition to EPM's fee.

### **Debiting and Pro-rating of Fee**

EPM's *Agreement* and/or the separate agreement with the *Financial Institution(s)* may authorize EPM through the *Financial Institution(s)* to debit the client's account for the amount of EPM's fee and to directly remit that management fee to EPM in accordance with applicable custody rules. The *Financial Institution(s)* recommended by EPM have agreed to send a statement to the client, at least quarterly, indicating all amounts disbursed from the account including the amount of management fees paid directly to EPM.

For the initial quarter of investment management services, the fees will be calculated on a *pro rata* basis. The *Agreement* between EPM and the client will continue until terminated by either party pursuant to the terms of the *Agreement*. EPM's annual fee will be prorated through the date of termination and any remaining balance will be charged or refunded to the client, as appropriate, in a timely manner.

## Performance-Based Fees and Side-By-Side Management

Where EPM enters into arrangements where performance-based fees are assessed for advisory services, clients must have at least \$750,000 under EPM management or the client must certify to EPM that they have a net worth of at least \$1,500,000 at the time of entering into the performance-based fee arrangement. With such clients, EPM may enter into arrangements where performance-based fees are assessed for advisory services in addition to a fixed fee. The performance-based fee portion of the fee is generally equal to 10% of the net performance subject to a high-water mark. Performance-based fees are charged quarterly in arrears. The fixed fee portion will be quoted based on the schedule below:

<u>Performance Based Fee</u>	<u>Annual Base Fee</u>
First \$5,000,000.....	0.50%
Next \$5,000,000 .....	0.40%
Above \$10,000,000 .....	0.25%
EPM's performance based management services are subject to a minimum annual fee of \$3,750.	

As further discussed above, EPM generally imposes a minimum annual fee for its investment management services. EPM, in its sole discretion, may negotiate to waive its stated account minimum or charge a lesser management fee based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, pre-existing client, account retention, *pro bono* activities, etc.).

There is an inherent conflict of interest in managing performance-based accounts alongside of non-performance based fee accounts. There is an incentive to favor accounts for which Edge receives a performance fee thereby increasing its compensation. EPM addresses this conflict by using block trading when the same securities are purchased for both performance-based and non-performance based fee accounts in order to ensure fair allocation.

### Types of Clients

EPM generally provides investment management services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations and business entities.

EPM generally imposes a minimum annual fee for providing investment management services. The specific minimum will depend on the type of services EPM has been engaged to provide, as further discussed above. These minimum fees may have the effect of making EPM's service impractical for clients with smaller portfolios. EPM, in its sole discretion, may waive its minimum annual fee based upon certain criteria including anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, pre-existing client, account retention, and *pro bono* activities.

## Methods of Analysis, Investment Strategies and Risk of Loss

### Methods of Analysis, Sources of Information, and Investment Strategies

EPM uses a variety of security analysis methods including: fundamental, technical and cyclical factors. EPM obtains information from financial newspapers and magazines, research materials, annual reports, company filings and press releases. EPM primarily implements the investment strategy through long and short term purchases, but at times will also utilize trading (securities sold within 30 days). To a lesser extent, EPM may conduct short sales, option trades or invest on margin.

In addition, EPM advises on inverse ETFs which are leveraged long and short funds that are designed to perform in an inverse relationship to certain market indices. Due to the leverage component of the ETFs, there may be additional risk to such investments.

In addition, EPM may recommend that clients that are “accredited investors” as defined under Rule 501 of the Securities Act of 1933, as amended, invest in private placement securities, which may include debt, equity, and/or pooled investment vehicles when consistent with the client’s investment objectives. These private placement securities involve a high degree of risk due primarily to the fact that the securities themselves are not liquid and the securities in which the pool may invest are not liquid as well. These securities should be purchased only by those who can bear the long-term illiquidity of the investment as well as the possibility of the entire loss of their investment.

In addition, in its Edge Tactical Portfolios service, Edge may implement the buy and sell signals of a third party adviser.

Please note that all investment programs have certain risks that are borne by the investor. Our investment approach constantly keeps the risk of loss in mind. Investors face the following investment risks:

- **Interest-rate Risk:** Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- **Market Risk:** The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security’s particular underlying circumstances. For example, political, economic and social conditions may trigger market events.

- **Inflation Risk:** When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.
- **Currency Risk:** 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.
- **Reinvestment Risk:** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.
- **Business Risk:** These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.
- **Liquidity Risk:** Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not. Other examples of illiquid securities include private placement securities, including hedge fund or pooled vehicle interests.

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 EPM) will be profitable or equal any specific performance level(s).

### **Please Note: Options Transactions**

Although the intent of the options-related transactions that may be implemented by EPM is to produce current income and/or to hedge against principal risk, certain of the options-related strategies (i.e. straddles, short positions, etc.), may, in and of themselves, produce principal volatility and/or risk. Thus, a client must be willing to accept these enhanced volatility and principal risks associated with such strategies. In light of these enhanced risks, client may direct EPM, in writing, not to employ any or all such strategies for his/her/their/its accounts.

### **Please Note: Use of Margin**

To the extent that a client authorizes the use of margin, and margin is thereafter employed by EPM in the management of the client's investment portfolio, the market value of the client's account and corresponding fee payable by the client to EPM may be increased. As a result, in addition to understanding and assuming the additional principal risks associated with the use of margin, clients authorizing margin are advised of the potential ***conflict of interest*** whereby the client's decision to employ margin will correspondingly increase the management fee payable to EPM. Accordingly, the decision to employ margin is left totally to the discretion of the client.

### **Disciplinary Information**

Neither EPM nor its owners, Edward James Meek, Srbo Radisavljevic, or John M. Smith IV, have any disciplinary information to report.

## Other Financial Industry Activities and Affiliations

Certain of EPM's *Advisory Affiliates*, in their individual capacities, are also licensed insurance agents with various insurance companies, and registered representatives with MidAmerica Financial Service, INC, a FINRA licensed broker-dealer. As such they may recommend, on a fully-disclosed commission basis, the purchase of certain insurance and other commission-based security products. While EPM does not sell such insurance and commission-based security products to its investment advisory clients, EPM does permit its *Advisory Affiliates*, in their individual capacities as licensed insurance agents and registered representatives, to sell insurance and commission-based security product to its investment advisory clients.

A conflict of interest exists to the extent that EPM recommends the purchase of insurance and commission-based security products where EPM's *Advisory Affiliates* receive insurance commission or other additional compensation; however no advisory client is under obligation to retain EPM's *Advisory Affiliates* for these additional services unless it fits their financial goal, strategies and/or objectives.



## **Code of Ethics, Participation or Interest in Client Transactions and Personal Trading**

In accordance with Section 204A and 204A-1 of the Investment Advisers Act of 1940, EPM maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by EPM. This investment policy is part of EPM's overall Code of Ethics, which serves to establish a standard of business conduct for all of EPM's Associated Persons that is based upon fundamental principles of openness, integrity, honesty and trust.

EPM's Code requires that all employees conduct themselves with integrity and dignity and act in an ethical manner in dealings with the public, clients, customers, employers, employees and fellow financial professionals. The Code of Ethics also addresses the issues of personal securities transactions, the confidentiality of and the safeguarding of client information, the payment or receipt of gifts by EPM or its associated persons and the prohibition of the use of inside information. The Code also mandates the initial, annual and quarterly reporting of personal securities transactions. If an employee does not comply with the Code of Ethics, the employee may receive disciplinary action including termination of employment. A copy of EPM's Code of Ethics is available for clients upon request.

## Brokerage Practices

### Brokerage Practices- Generally

In general, EPM recommends the use of Fidelity Investment services, Inc. (“Fidelity”) as custodian and broker-dealer for its clients’ trades. Factors which EPM considers in recommending *Fidelity* or any other broker-dealer to clients include their respective financial strength, reputation, execution, pricing, research, and service. *Fidelity* enables EPM to obtain many mutual funds without transaction charges and other securities at nominal transaction charges. The commissions and/or transaction fees charged by *Fidelity* may be higher or lower than those charged by other broker-dealers.

Clients may incur transaction costs in addition to any commissions charged by the broker-dealer when securities traded over-the-counter are affected on their behalf through the broker-dealer on an agency basis. Broker custody of client assets may limit or eliminate EPM’s ability to obtain best price and execution of transactions in over-the-counter securities.

### **A. Soft Dollars**

Edge has no soft dollar arrangements with any broker-dealer to effect its clients’ securities transactions through that broker-dealer. Consistent with obtaining best execution, brokerage transactions may be directed to certain broker-dealers in return for investment research products and/or services which assist EPM in its investment decision-making process. Such research generally will be used to service all of EPM’s clients, but brokerage commissions paid by one client may be used to pay for research that is not used in managing that client’s portfolio. The receipt of investment research products and/or services as well as the allocation of the benefit of such investment research products and/or services poses a conflict of interest.

The commissions paid by EPM clients will comply with EPM’s duty to obtain “best execution.” However, despite where EPM has determined, in good faith, that the commission is reasonable in relation to the value of the brokerage and research services, a client may pay a commission that is higher than another qualified broker-dealer might charge for the same transaction. 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. Therefore while EPM will seek competitive rates, it may not necessarily obtain the lowest

possible commission rates for client transactions.

Although it is not a material consideration when determining whether a client would benefit from utilizing the services of a particular broker-dealer/custodian, EPM may receive from *Fidelity*, without cost (and/or at a discount) support services and/or products that would help EPM to better monitor and service client accounts maintained by that particular broker-dealer/custodian. Included within the support services that may be obtained by EPM are the following: investment-related research, pricing information, 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 software, and/or other products used by EPM in furtherance of its investment advisory business operations.

As indicated above, some support services and/or products *may* be received to assist EPM in managing and administering client accounts. Others do not directly provide such assistance, but rather assist EPM to manage and further develop its business enterprise. EPM'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 EPM to *Fidelity* or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other products as a result of the above arrangement.

## **B. Directed Brokerage**

If the client requests EPM to arrange for the execution of securities brokerage transactions for the client's account, EPM will direct such transactions through broker-dealers that EPM reasonably believes will produce best execution. EPM will periodically and systematically review its policies and procedures regarding recommending broker-dealers to its client in light of its duty to obtain best execution.

The client may direct EPM in writing to use a particular broker-dealer to execute some or all transactions for the client. In that case, the client will negotiate terms and arrangements for the account with that broker-dealer, and EPM will not seek better execution services or prices from other broker-dealers or be able to "batch" client transactions for execution through other broker-dealers with orders for other accounts managed by EPM (as described below). As a result, the 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. Subject to its duty of best execution, EPM may decline a client's request to direct brokerage if, in EPM's sole discretion, such directed brokerage arrangements would result in additional operational difficulties.

### **C. Trade Aggregation**

Transactions for each client generally will be effected independently, unless EPM decides to purchase or sell the same securities for several clients at approximately the same time. EPM may (but is not obligated to) combine or “batch” such orders to obtain best execution, to negotiate more favorable commission rates, or to allocate equitably among EPM’s clients 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 generally be averaged as to price and allocated among EPM’s clients pro rata to the purchase and sale orders placed for each client on any given day. Clients’ transaction costs, however, are a function of their commission schedule based upon trading volume, asset size or confirmation receipt method. Therefore, not all clients will pay the same commission price per trade on a blocked trade.

To the extent that EPM determines to aggregate client orders for the purchase or sale of securities, including securities in which EPM’s *Advisory Affiliate(s)* may invest, EPM shall generally do so in accordance with applicable rules promulgated under the Advisers Act and no-action guidance provided by the staff of the U.S. Securities and Exchange Commission. EPM shall not receive any additional compensation or remuneration as a result of the aggregation. In the event that EPM determines that a prorated allocation is not appropriate under the particular circumstances, the allocation will be made based upon other relevant factors, which may include: (i) when only a small percentage of other order is executed, shares may be allocated to the account with the smallest order or the smallest position or to an account that is out of line with respect to security or sector weightings relative to other portfolios, with similar mandates; (ii) allocations may be given to one account when one account has limitations in its investment guidelines which prohibit it from purchasing other securities which are expected to produce similar investment results and can be purchased by other accounts; (iii) if an account reaches an investment guideline limit and cannot participate in an allocation, shares may be reallocated to other accounts (this may be due to unforeseen changes in an account’s assets after an order is placed); (iv) with respect to sale allocations, allocations may be given to accounts low in chase; (v) in cases when a pro rata allocation of a potential execution would result in a *de minimis* allocation in one or more accounts, EPM may exclude the account(s) from the allocation; the transactions may be executed on a pro rata basis among the remaining accounts; or (vi) in cases where a small proportion of an order is executed in all accounts, shares may be allocated to one or more accounts on a random basis.

### **D. Trade Errors**

EPM corrects all trade errors through a Trade Error Account at Fidelity. Fidelity will net gains and losses on such errors through that Error Account. Therefore, EPM’s account will pay for any loss for an incorrect trade’ conversely, EPM will receive any gain on an

incorrect trade. By the fact that Fidelity nets out gains before EPM pays losses, EPM has received a benefit from this arrangement.

#### **E. Brokerage for Client Referrals**

Edge has no arrangements whereby it directs brokerage to certain broker-dealers in exchange for client referrals.

#### ***Class Action Lawsuits***

From time to time, securities held in the accounts of clients will be subject of class action lawsuits. EPM has no obligation to determine if securities held by the client are subject to a pending or resolved class action lawsuit. It also has no duty to evaluate a client's eligibility or to submit a claim to participate in the proceeds of a securities class action settlement or verdict. Furthermore, EPM has no obligation or responsibility to initiate litigation to recover damages on behalf of clients who may have been injured as a result of actions, misconduct, or negligence by corporate management of issuers whose securities are held by clients.

Where EPM receives written or electronic notice of a class action lawsuit, settlement, or verdict affecting securities owned by a client, it will forward all notices, proof of claim forms, and other materials, to the client. Electronic mail is acceptable where appropriate if the client has authorized contact in this manner.

In addition, representatives of EPM may receive payments from the various hedge funds in which EPM's clients are invested. However, all fees or commissions received in these arrangements are rebated back to the appropriate client in full, after broker-dealer fees are applied, and neither EPM nor any of its representatives keep any portion of the described payments. EPM's Chief Compliance Officer, Edward Meek remains available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding perceived conflict of interest any such arrangement may create.

## **Review of Accounts**

EPM monitors client portfolios as part of an ongoing process while regular account reviews are conducted on at least a quarterly basis. Such reviews are conducted by the Principals of EPM, Edward James Meek, Srbo Radisavljevic or John M. Smith IV. All investment advisory clients are encouraged to discuss their needs, goals, and objectives with their adviser and to keep Edge informed of any changes thereto. EPM will contact ongoing investment advisory clients at least annually to review its previous services and/or recommendations and to discuss the impact resulting from any changes in the client's financial situation and/or investment objectives.

Unless otherwise agreed upon, clients are provided with transaction confirmation notices and regular summary account statements directly from the broker-dealer or custodian for the client accounts. Those clients to whom Edge provides investment advisory services will also receive a report from Edge that may include such relevant account and/or market-related information such as an inventory of account holdings and account performance on a quarterly basis. We urge our clients to carefully compare the information provided on these statements with custodial statements to ensure that all accounts transactions, holdings and values are correct and current.

## Client Referrals and Other Compensation

If a client is introduced to EPM by either an unaffiliated or an affiliated solicitor, EPM *may* pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940, and any corresponding state securities law requirements. Any such referral fee shall be paid solely from EPM's investment management fee, and shall not result in any additional charge to the client. If the client is introduced to EPM by an unaffiliated solicitor, the solicitor, at the time of the solicitation, shall disclose the nature of his/her/its solicitor relationship, and shall provide each prospective client with a copy of EPM's written disclosure statement together with a copy of the written disclosure statement from the solicitor disclosing the terms of the solicitation arrangement between EPM and the solicitor, including the compensation to be received by the solicitor from EPM.

In addition, representatives of EPM may receive payments from the various hedge funds in which EPM's clients are invested. However, all fees or commissions received in these arrangements are rebated back to the appropriate client in full, after broker-dealer fees are applied, and neither EPM nor any of its representatives keep any portion of the described payments.

## **Custody**

EPM does not accept custody of any client assets. All assets under EPM's management are held at a qualified custodian. Clients receive statements at least quarterly directly from the custodian. In addition to the periodic statements that clients receive directly from their custodians, we also provide account statements to our clients on a quarterly basis. We urge our clients to carefully compare the information provided on these statements with custodial statements to ensure that all accounts transactions, holdings and values are correct and current.



### **Investment Discretion**

Advisory services provided by EPM will be on either a discretionary or non-discretionary basis as determined by the client and evidenced via a written and signed Investment Management Agreement. Non-discretionary client accounts means that a client must approve in advance any transaction order to be placed by EPM on the client's behalf.

### **Voting Client Securities**

As a matter of firm policy, EPM does not vote client securities on behalf of clients. Clients are responsible for instructing each custodian of the assets to forward to the client copies of all proxies and shareholder communications relating to the client's investment assets. However, at the client's request, EPM may offer clients advice regarding corporate actions and the exercise of proxy voting rights.

### **Financial Information**

Neither EPM nor any of its management personnel has been the subject of a bankruptcy petition at any time during the past ten years. EPM has no financial circumstances to report.

**EDGE PORTFOLIO MANAGEMENT LLC  
PRIVACY NOTICE**

Edge Portfolio Management LLC (referred to as “Edge”) maintains physical, electronic, and procedural safeguards that comply with federal standards to protect its clients’ nonpublic personal information (“information”). Through this policy and its underlying procedures, Edge attempts to secure the confidentiality of customer records and information and protect against anticipated threats or hazards to the security or integrity of customer records and information.

It is the policy of Edge to restrict access to all current and former clients’ information (i.e., information and records pertaining to personal background, investment objectives, financial situation, tax information/returns, investment holdings, account numbers, account balances, etc.) to those employees and affiliated/nonaffiliated entities who need to know that information in order to provide products or services to the client. Edge may disclose the client’s information if Edge is: (1) previously authorized to disclose the information to individuals and/or entities not affiliated with Edge, including, but not limited to the client’s other professional advisors and/or service providers (i.e., attorney, accountant, insurance agent, broker-dealer, investment adviser, account custodian, etc.); (2) required to do so by judicial or regulatory process; or (3) otherwise permitted to do so in accordance with the parameters of applicable federal and/or state privacy regulations. The disclosure of information contained in any document completed by the client for processing and/or transmittal by Edge in order to facilitate the commencement/continuation/termination of a business relationship between the client and a nonaffiliated third party service provider (i.e., broker-dealer, investment adviser, account custodian, insurance company, etc.), including information contained in any document completed and/or executed by the client for Edge (i.e., advisory agreement, client information form, etc.), shall be deemed as having been automatically authorized by the client with respect to the corresponding nonaffiliated third party service provider.

Edge permits only authorized employees and affiliates who have signed a copy of Edge’s Privacy Policy to have access to client information. Employees violating Edge’s Privacy Policy will be subject to Edge’s disciplinary process. Additionally, whenever Edge hires other organizations to provide services to Edge’s clients, Edge will require them to sign confidentiality agreements and/or the Privacy Policy.

Should you have any questions regarding the above, please contact Ed Meek at the Edge office.