

Disclosure Brochure

January 30, 2013

Apeluchin Capital Advisors, LLC

A Registered Investment Adviser

This brochure provides information about the qualifications and business practices of Apeluchin Capital Advisors, LLC (hereinafter “ACA”). If you have any questions about the contents of this brochure, please contact Scott T. Paschal at (615) 230-9700. 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 Apeluchin Capital Advisors, LLC is available on the SEC’s website at www.adviserinfo.sec.gov.

Apeluchin Capital Advisors, LLC is an SEC registered investment adviser. Registration does not imply any level of skill or training.

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Item 2. Material Changes

This Item discusses only the material changes that have occurred since ACA's last annual update. Since this is ACA's initial Disclosure Brochure, there are no material changes to report.

Item 3. Table of Contents

Firm Disclosure Brochure

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Item 4. Advisory Business

Founded on traditional values, hard work, loyalty, uncompromising quality, and personal service, ACA (often referred to as the “Firm”) seeks to construct and implement well-balanced investment management and financial planning services. In carrying out these services, ACA hopes to reduce the overall risk to clients and increase their opportunity to enjoy sustainable growth.

ACA provides financial planning and investment management services. Prior to engaging ACA to provide any of the foregoing investment advisory services, the client is required to enter into one or more written agreements with ACA setting forth the terms and conditions under which ACA renders its services (collectively the “*Agreement*”).

ACA has been in business as a registered investment adviser since January 2013 and is principally owned by Scott T. Paschal and Ron C. Fox. Since the Firm has not yet begun to provide any advisory services, it does not yet have any assets under management.

This Disclosure Brochure describes the business of ACA. Certain sections will also describe the activities of *Supervised Persons*. *Supervised Persons* are any of ACA’s officers, partners, directors (or other persons occupying a similar status or performing similar functions), or employees, or any other person who provides investment advice on ACA’s behalf and is subject to ACA’s supervision or control.

Financial Planning and Consulting Services

ACA may provide its clients with a broad range of comprehensive financial planning and consulting services. These services may include business planning, investment strategizing, insurance arrangements, and retirement and estate planning. These services may be included as part of ACA’s investment management services, described below.

In performing its services, ACA is not required to verify any information received from the client or from the client’s other professionals (e.g., attorney, accountant, etc.) and is expressly authorized to rely on such information. ACA may recommend the services of itself and/or other professionals to implement its recommendations. Clients are advised that a conflict of interest exists if ACA recommends its own services. The client is under no obligation to act upon any of the recommendations made by ACA under a financial planning or consulting engagement or to engage the services of any such recommended professional, including ACA itself. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any of ACA’s recommendations. Clients are advised that it remains their responsibility to promptly notify ACA if there is ever any change in their financial situation or investment objectives for the purpose of reviewing, evaluating, or revising ACA’s previous recommendations and/or services.

Investment Management Services

Clients can engage ACA to manage all or a portion of their assets on a discretionary basis. In addition, ACA may provide clients with financial planning and consulting services as part of its investment management offering.

ACA primarily allocates clients' investment management assets among mutual funds, exchange-traded funds ("ETFs"), unit investment trusts, and individual debt and equity securities in accordance with the investment objectives of the client. In more limited circumstances, the Firm allocates clients' assets to independent investment managers ("*Independent Managers*"), as well as to the securities components of variable annuities and variable life insurance contracts. In addition, ACA may recommend that clients who 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 clients' investment objectives. ACA also provides advice about any type of investment held in clients' portfolios.

ACA also may render investment management services to clients relative to variable life/annuity products that they may own, their individual employer-sponsored retirement plans, and/or 529 plans or other products that may not be held by the client's primary custodian. In so doing, ACA either directs or recommends the allocation of client assets among the various investment options that are available with the product. Client assets are maintained at the specific insurance company or custodian designated by the product.

ACA tailors its advisory services to the individual needs of clients. ACA consults with clients initially and on an ongoing basis to determine risk tolerance, time horizon and other factors that may impact the clients' investment needs. ACA ensures that clients' investments are suitable for their investment needs, goals, objectives and risk tolerance.

Clients are advised to promptly notify ACA if there are changes in their financial situation or investment objectives or if they wish to impose any reasonable restrictions upon ACA's management services. Clients may impose reasonable restrictions or mandates on the management of their account (e.g., require that a portion of their assets be invested in socially responsible funds) if, in ACA's sole discretion, the conditions will not materially impact the performance of a portfolio strategy or prove overly burdensome to its management efforts.

Use of Independent Managers

As mentioned above, ACA may recommend that certain clients authorize the active discretionary management of a portion of their assets by and/or among certain *Independent Managers*, based upon the stated investment objectives of the client. The terms and conditions under which the client engages the *Independent Managers* are set forth in a separate written agreement between ACA or the client and the designated *Independent Managers*. ACA renders services to the client relative to the discretionary

selection of *Independent Managers*. ACA also monitors and reviews the account performance and the client's investment objectives. ACA receives an annual advisory fee which is based upon a percentage of the market value of the assets being managed by the designated *Independent Managers*.

When selecting an *Independent Manager* for a client, ACA reviews information about the *Independent Manager* such as its disclosure brochure and/or material supplied by the *Independent Manager* or independent third parties for a description of the *Independent Manager's* investment strategies, past performance and risk results to the extent available. Factors that ACA considers in recommending an *Independent Manager* include the client's stated investment objectives, management style, performance, reputation, financial strength, reporting, pricing, and research. The investment management fees charged by the designated *Independent Managers*, together with the fees charged by the corresponding designated broker-dealer/custodian of the client's assets, may be exclusive of, and in addition to, ACA's investment advisory fee set forth above. As discussed above, the client may incur additional fees than those charged by ACA, the designated *Independent Managers*, and corresponding broker-dealer and custodian.

In addition to ACA's written disclosure brochure, the client also receives the written disclosure brochure of the designated *Independent Managers*. Certain *Independent Managers* may impose more restrictive account requirements and varying billing practices than ACA. In such instances, ACA may alter its corresponding account requirements and/or billing practices to accommodate those of the *Independent Managers*.

If ACA refers a client to an *Independent Manager* where ACA's compensation is included in the advisory fee charged by such *Independent Manager* and the client engages the *Independent Manager*, ACA is compensated for its services by receipt of a fee to be paid directly by the *Independent Manager* to ACA 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 is paid solely from the *Independent Manager's* investment management fee, and does not result in any additional charge to the client.

Sponsor / Manager of Wrap Program

ACA is the sponsor and manager of the Apeluchin Capital Advisors Wrap Fee Program (the "Program"), a wrap fee program. In the event the client participates in the Program, ACA provides its investment management services and arranges for brokerage transactions under a single annualized fee. Participants in the Program may pay a higher aggregate fee than if investment management and brokerage services are purchased separately. A complete description of the Program's terms and conditions (including fees) are contained in the Program's wrap fee brochure.

A complete description of the Program's terms and conditions (including fees) are contained in the Wrap Fee Program Brochure, which appears as Part 2A Appendix 1 of ACA's Form ADV (the "Wrap Brochure").

ACA renders substantially all of its services on a wrap fee basis. All clients are furnished with the firm's Wrap Brochure prior to or concurrent with their engagement with ACA, pursuant to Rule 204-3 of the Investment Advisers Act of 1940.

Item 5. Fees and Compensation

ACA offers its services on a fee basis, which may include hourly and/or fixed fees, as well as fees based upon assets under management. Additionally, certain of ACA's *Supervised Persons*, in their individual capacities, may offer insurance products under a commission arrangement.

Financial Planning and Consulting Fees

ACA may charge a fixed fee and/or hourly fee for financial planning and consulting services. These fees are negotiable, but generally range from \$1,000 to \$5,000 on a fixed fee basis and/or from \$150 to \$250 on an hourly rate basis, depending upon the level and scope of the services and the professional rendering the financial planning and/or the consulting services. If the client engages ACA for additional investment advisory services, ACA may offset all or a portion of its fees for those services based upon the amount paid for the financial planning and/or consulting services.

Prior to engaging ACA to provide financial planning and/or consulting services, the client is required to enter into a written agreement with ACA setting forth the terms and conditions of the engagement. Generally, ACA requires one-half of the financial planning / consulting fee (estimated hourly or fixed) payable upon entering the written agreement. The balance is generally due upon delivery of the financial plan or completion of the agreed upon services.

Investment Management Fee

ACA generally provides investment management services through the Program for an annual fee based upon a percentage of the market value of the assets being managed by ACA. The Program's fee is explained in depth in the Wrap Brochure.

Fee Discretion

ACA, in its sole discretion, may negotiate to 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.).

Fees Charged by Financial Institutions

As further discussed in response to Item 12 (below), ACA generally recommends that clients utilize the brokerage and clearing services of an independent broker-dealer for investment management accounts.

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

Clients may incur certain charges imposed by the *Financial Institutions* and other third parties such as fees charged by *Independent Managers*, custodial fees, charges imposed directly by a mutual fund or ETF in 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 ACA's fee.

ACA's *Agreement* and the separate agreement with any *Financial Institutions* may authorize ACA or *Independent Managers* to debit the client's account for the amount of ACA's fee and to directly remit that management fee to ACA or the *Independent Managers*. Any *Financial Institutions* recommended by ACA 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 ACA.

Fees for Management During Partial Quarters of Service

For the initial period of investment management services, the fees are calculated on a *pro rata* basis.

The *Agreement* between ACA and the client will continue in effect until terminated by either party pursuant to the terms of the *Agreement*. ACA's fees are prorated through the date of termination and any remaining balance is charged or refunded to the client, as appropriate.

Clients may make additions to and withdrawals from their account at any time, subject to ACA's right to terminate an account. Additions may be in cash or securities provided that ACA reserves the right to liquidate any transferred securities or decline to accept particular securities into a client's account. Clients may withdraw account assets on notice to ACA, subject to the usual and customary securities settlement procedures. However, ACA designs its portfolios as long-term investments and the withdrawal of assets may impair the achievement of a client's investment objectives. ACA may consult with its clients about the options and ramifications of transferring securities. However, clients are advised that when transferred securities are liquidated, they are subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax ramifications.

If assets are deposited into or withdrawn from an account after the inception of a quarter, the fee payable with respect to such assets will not be adjusted or prorated based on the number of days remaining in the quarter.

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

ACA does not provide any services for performance-based fees. Performance-based fees are those based on a share of capital gains on or capital appreciation of the assets of a client.

Item 7. Types of Clients

ACA provides its services primarily to individuals, but may also provide services to banking institutions, pension and profit sharing plans, trusts, estates, charitable organizations, corporations and business entities.

Minimums Imposed By Independent Managers

ACA does not impose a minimum portfolio size or minimum annual fee. Certain *Independent Managers* may, however, impose more restrictive account requirements and varying billing practices than ACA. In such instances, ACA may alter its corresponding account requirements and/or billing practices to accommodate those of the *Independent Managers*.

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

Investment Strategies

ACA seeks to preserve capital for clients by developing asset allocation portfolios based on a client's risk assessment score. Pursuant to the client's risk tolerance and investment goals, the Firm aligns clients with a pre-constructed investment strategy that has been back-tested and aims to create disciplined buy and sell recommendations. The approach is based on Technical Trend Analysis which allows for capital to be invested in markets trending upwards and to reduce or even eliminate risk in downward trending markets. By employing this strategy ACA hopes to reduce the overall risk to clients and increase their prospects for sustainable growth.

Methods of Analysis

ACA's primary methods of analysis are fundamental and technical analysis.

Fundamental analysis involves the fundamental financial condition and competitive position of a company. ACA will analyze the financial condition, capabilities of management, earnings, new products and services, as well as the company's markets and position amongst its competitors in order to determine the recommendations made to clients. The primary risk in using fundamental analysis is that while the overall health and position of a company may be good, market conditions may negatively impact the security.

Technical analysis involves the analysis of past market data rather than specific company data in determining the recommendations made to clients. Technical analysis may involve the use of charts to identify market patterns and trends which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that ACA will be able to accurately predict such a reoccurrence.

Risks of Loss

General Risk of Loss

Investing in securities involves the risk of loss. Clients should be prepared to bear such loss.

Market Risks

The profitability of a significant portion of ACA's recommendations may depend to a great extent upon correctly assessing the future course of price movements of stocks and bonds. There can be no assurance that ACA will be able to predict those price movements accurately.

Mutual Funds and ETFs

An investment in a mutual fund or ETF involves risk, including the loss of principal. Mutual fund and ETF shareholders are necessarily subject to the risks stemming from the individual issuers of the fund's underlying portfolio securities. Such shareholders are also liable for taxes on any fund-level capital gains, as mutual funds and ETFs are required by law to distribute capital gains in the event they sell securities for a profit that cannot be offset by a corresponding loss.

Shares of mutual funds are generally distributed and redeemed on an ongoing basis by the fund itself or a broker acting on its behalf. The trading price at which a share is transacted is equal to a fund's stated daily per share net asset value ("NAV"), plus any shareholders fees (e.g., sales loads, purchase fees, redemption fees). The per share NAV of a mutual fund is calculated at the end of each business day, although the actual NAV fluctuates with intraday changes to the market value of the fund's holdings. The trading prices of a mutual fund's shares may differ significantly from the NAV during periods of market volatility, which may, among other factors, lead to the mutual fund's shares trading at a premium or discount to NAV.

Shares of ETFs are listed on securities exchanges and transacted at negotiated prices in the secondary market. Generally, ETF shares trade at or near their most recent NAV, which is generally calculated at least once daily for indexed-based ETFs and more frequently for actively managed ETFs. However, certain inefficiencies may cause the shares to trade at a premium or discount to their pro rata NAV. There is also no guarantee that an active secondary market for such shares will develop or continue to exist. Generally, an ETF only redeems shares when aggregated as creation units (usually 50,000 shares

or more). Therefore, if a liquid secondary market ceases to exist for shares of a particular ETF, a shareholder may have no way to dispose of such shares.

Use of Independent Managers

ACA may recommend the use of *Independent Managers* for certain clients. ACA will continue to do ongoing due diligence of such managers, but such recommendations rely, to a great extent, on the *Independent Managers* ability to successfully implement their investment strategy. In addition, ACA does not have the ability to supervise the *Independent Managers* on a day-to-day basis other than as previously described in response to Item 4, above.

Management Through Similarly Managed Accounts

ACA may manage portfolios by allocating portfolio assets among various securities on a discretionary basis using one or more of its proprietary investment strategies (collectively referred to as "*investment strategy*"). In so doing, ACA buys, sells, exchanges and/or transfers securities based upon the *investment strategy*.

ACA's management using the *investment strategy* complies with the requirements of Rule 3a-4 of the Investment Company Act of 1940, as amended. Rule 3a-4 provides similarly managed accounts, such as the *investment strategy*, with a safe harbor from the definition of an investment company.

Securities in the *investment strategy* are usually exchanged and/or transferred without regard to a client's individual tax ramifications. Certain investment opportunities that become available to ACA's clients may be limited. As further discussed in response to Item 12 (below), ACA allocates investment opportunities among its clients on a fair and equitable basis.

Item 9. Disciplinary Information

ACA is required to disclose the facts of any legal or disciplinary events that are material to a client's evaluation of its advisory business or the integrity of management. ACA does not have any required disclosures to this Item.

Item 10. Other Financial Industry Activities and Affiliations

ACA is required to disclose any relationship or arrangement that is material to its advisory business or to its clients with certain related persons.

Receipt of Insurance Commissions

Certain of ACA's *Supervised Persons*, in their individual capacities, are licensed insurance agents and, in such capacity, may recommend, on a fully-disclosed commission basis, the purchase of certain insurance

products. While ACA does not sell such insurance products to its investment advisory clients, ACA does permit its *Supervised Persons*, in their individual capacities as licensed insurance agents, to sell insurance products to its investment advisory clients. A conflict of interest exists to the extent that ACA recommends the purchase of insurance products where ACA's *Supervised Persons* receive insurance commissions or other additional compensation. The Firm has procedures in place whereby it seeks to ensure that all recommendations are made in its clients' best interest regardless of any such affiliations.

Referrals to Related Certified Public Accountants

ACA does not render accounting advice or tax preparation services to its clients. Rather, to the extent that a client requires accounting advice and/or tax preparation services, ACA, if requested, may recommend the services of a Certified Public Accountant, all of which services shall be rendered independent of ACA pursuant to a separate agreement between the client and the Certified Public Accountant. ACA shall not receive any of the fees charged by any recommended Certified Public Accountant, referral or otherwise.

Ronnie C. Fox, a principal of ACA, is also a principal of Ronnie Fox, P.C. ("*RFPC*"), a Certified Public Accounting firm located in Gallatin, TN. As discussed above, to the extent that *RFPC* provides accounting and/or tax preparation services to any of ACA's clients, such services may be performed by *RFPC*, in its separate capacity, independent of ACA, for which services ACA shall not receive any portion of the fees charged by *RFPC*, referral or otherwise. Although ACA shall not receive referral fees from *RFPC*, Ronnie C. Fox shall be entitled to receive distributions relative to his ownership interests in *RFPC*.

It is also expected that *RFPC* may recommend ACA's services to certain of its clients. Although *RFPC* shall not receive referral fees from ACA, Ronnie C. Fox shall be entitled to receive distributions relative to his ownership interests in ACA.

Neither *RFPC*, nor any of its members, are currently involved in rendering investment advice on behalf of ACA.

Item 11. Code of Ethics

ACA and persons associated with ACA ("Associated Persons") are permitted to buy or sell securities that it also recommends to clients consistent with ACA's policies and procedures.

ACA has adopted a code of ethics that sets forth the standards of conduct expected of its associated persons and requires compliance with applicable securities laws ("*Code of Ethics*"). ACA's *Code of Ethics* contains written policies reasonably designed to prevent the unlawful use of material non-public information by ACA or any of its associated persons. The *Code of Ethics* also requires that certain of ACA's personnel (called "*Access Persons*") report their personal securities holdings and transactions and obtain pre-approval of certain investments such as initial public offerings and limited offerings.

When ACA is engaging in or considering a transaction in any security on behalf of a client, no *Access Person* may effect for themselves or for their immediate family (i.e., spouse, minor children, and adults living in the same household as the *Access Person*) a transaction in that security unless:

- the transaction has been completed;
- the transaction for the *Access Person* is completed as part of a batch trade (as defined below in Item 12) with clients; or
- a decision has been made not to engage in the transaction for the client.

These requirements are not applicable to: (i) direct obligations of the Government of the United States; (ii) money market instruments, bankers' acceptances, bank certificates of deposit, commercial paper, repurchase agreements and other high quality short-term debt instruments, including repurchase agreements; (iii) shares issued by mutual funds or money market funds; and (iv) shares issued by unit investment trusts that are invested exclusively in one or more mutual funds.

This *Code of Ethics* has been established recognizing that some securities trade in sufficiently broad markets to permit transactions by *Access Persons* to be completed without any appreciable impact on the markets of such securities. Therefore, under certain limited circumstances, exceptions may be made to the policies stated above.

Clients and prospective clients may contact ACA to request a copy of its *Code of Ethics*.

Item 12. Brokerage Practices

ACA generally recommends that clients utilize the brokerage and clearing services of Charles Schwab & Co., Inc. ("*Schwab*") for investment management accounts.

Factors which ACA considers in recommending *Schwab* or any other broker-dealer to clients include their respective financial strength, reputation, execution, pricing, research and service. *Schwab* enables ACA to obtain many mutual funds without transaction charges and other securities at nominal transaction charges. In addition, *Schwab* has agreed to compensate clients for any transfer fees that may be assessed for moving their account(s) to *Schwab*. The commissions and/or transaction fees charged by *Schwab* may be higher or lower than those charged by other *Financial Institutions*.

The commissions paid by ACA's clients comply with ACA's duty to obtain "best execution." Clients may pay commissions that are higher than another qualified *Financial Institution* might charge to effect the same transaction where ACA determines that the commissions are reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a *Financial Institution's* services, including among others, the value of

research provided, execution capability, commission rates, and responsiveness. ACA seeks competitive rates but may not necessarily obtain the lowest possible commission rates for client transactions.

ACA periodically and systematically reviews its policies and procedures regarding its recommendation of *Financial Institutions* in light of its duty to obtain best execution.

The client may direct ACA in writing to use a particular *Financial Institution* to execute some or all transactions for the client. In that case, the client will negotiate terms and arrangements for the account with that *Financial Institution*, and ACA will not seek better execution services or prices from other *Financial Institutions* or be able to “batch” client transactions for execution through other *Financial Institutions* with orders for other accounts managed by ACA (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, ACA may decline a client’s request to direct brokerage if, in ACA’s sole discretion, such directed brokerage arrangements would result in additional operational difficulties or violate restrictions imposed by other broker-dealers (as further discussed below).

Transactions for each client generally will be effected independently, unless ACA decides to purchase or sell the same securities for several clients at approximately the same time. ACA 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 ACA’s clients differences in prices and commissions or other transaction costs that might not have been obtained had such orders been placed independently. Under this procedure, transactions will generally be averaged as to price and allocated among ACA’s clients pro rata to the purchase and sale orders placed for each client on any given day. To the extent that ACA determines to aggregate client orders for the purchase or sale of securities, including securities in which ACA’s *Supervised Persons* may invest, ACA generally does 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. ACA does not receive any additional compensation or remuneration as a result of the aggregation. In the event that ACA 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 the 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 cash; (v) in cases when a pro rata allocation of a potential execution would result in a *de minimis* allocation in one or more accounts, ACA 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.

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 ACA in its investment decision-making process. Such research generally will be used to service all of ACA'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 because ACA does not have to produce or pay for the products or services.

Software and Support Provided by Financial Institutions

ACA may receive from *Schwab*, without cost to ACA, computer software and related systems support, which allow ACA to better monitor client accounts maintained at *Schwab*. ACA may receive the software and related support without cost because ACA renders investment management services to clients that maintain assets at *Schwab*. The software and support is not provided in connection with securities transactions of clients (i.e. not "soft dollars"). The software and related systems support may benefit ACA, but not its clients directly. In fulfilling its duties to its clients, ACA endeavors at all times to put the interests of its clients first. Clients should be aware, however, that ACA's receipt of economic benefits from a broker-dealer creates a conflict of interest since these benefits may influence ACA's choice of broker-dealer over another broker-dealer that does not furnish similar software, systems support, or services.

Additionally, ACA may receive the following benefits from *Schwab* through its Schwab Institutional division: receipt of duplicate client confirmations and bundled duplicate statements; access to a trading desk that exclusively services the Schwab Institutional participants; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to client accounts; and access to an electronic communication network for client order entry and account information.

Item 13. Review of Accounts

For those clients to whom ACA provides investment management services, ACA monitors those portfolios as part of an ongoing process while regular account reviews are conducted on at least a quarterly basis. For those clients to whom ACA provides financial planning and/or consulting services, reviews are conducted on an "as needed" basis. Such reviews are conducted by a Principal of the Firm. All investment advisory clients are encouraged to discuss their needs, goals, and objectives with ACA and to keep ACA informed of any changes thereto. ACA contacts 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 ACA provides investment advisory services will also receive a report from ACA that may include such relevant account and/or market-related information such as an inventory of account holdings and account performance as clients may request from time to time. Clients should compare the account statements they receive from their custodian with those they receive from ACA.

Those clients to whom ACA provides financial planning and/or consulting services will receive reports from ACA summarizing its analysis and conclusions as requested by the client or as otherwise agreed to in writing by ACA.

Item 14. Client Referrals and Other Compensation

If a client is introduced to ACA by either an unaffiliated or an affiliated solicitor, ACA may pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Advisers Act and any corresponding state securities law requirements. Any such referral fee is paid solely from ACA's investment management fee, and does not result in any additional charge to the client. If the client is introduced to ACA by an unaffiliated solicitor, the solicitor provides the client with a copy of ACA's written disclosure brochure which meets the requirements of Rule 204-3 of the Advisers Act and a copy of the solicitor's disclosure statement containing the terms and conditions of the solicitation arrangement including compensation. Any affiliated solicitor of ACA discloses the nature of his/her relationship to prospective clients at the time of the solicitation and will provide all prospective clients with a copy of ACA's written disclosure brochure at the time of the solicitation.

Item 15. Custody

ACA's *Agreement* and/or the separate agreement with any *Financial Institution* may authorize ACA through such *Financial Institution* to debit the client's account for the amount of ACA's fee and to directly remit that management fee to ACA in accordance with applicable custody rules.

The *Financial Institutions* recommended by ACA 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 ACA. In addition, as discussed in Item 13, ACA also sends periodic supplemental reports to clients. Clients should carefully review the statements sent directly by the *Financial Institutions* and compare them to those received from ACA.

Item 16. Investment Discretion

ACA is given the authority to exercise discretion on behalf of clients. ACA is considered to exercise investment discretion over a client's account if it can effect transactions for the client without first having to seek the client's consent. ACA is given this authority through a power-of-attorney included in the agreement between ACA and the client. Clients may request a limitation on this authority (such as certain securities not to be bought or sold). ACA takes discretion over the following activities:

- The securities to be purchased or sold;
- The amount of securities to be purchased or sold;
- When transactions are made; and
- The *Independent Managers* to be hired or fired.

Item 17. Voting Client Securities

ACA is required to disclose if it accepts authority to vote client securities. ACA does not vote client securities on behalf of its clients. Clients receive proxies directly from the *Financial Institutions*.

Item 18. Financial Information

ACA does not require or solicit the prepayment of more than \$1,200 in fees six months or more in advance. In addition, ACA is required to disclose any financial condition that is reasonably likely to impair its ability to meet contractual commitments to clients. ACA has no disclosures pursuant to this Item

Apeluchin Capital Advisors, LLC
A Registered Investment Adviser

Prepared by:

