

# Garnet Group, LLC

## Brochure

**Dated: February 24, 2015**

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This Brochure provides information about the qualifications and business practices of Garnet Group, LLC (“Garnet Group”). If you have any questions about the contents of this Brochure, please contact us at (301) 564-3000 or [annette@garnetgroup.com](mailto:annette@garnetgroup.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 Garnet Group, LLC also is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

References herein to Garnet Group, LLC as a “registered investment adviser” or any reference to being “registered” does not imply a certain level of skill or training.

## **Item 2           Material Changes**

There have been no material changes made to Garnet Group's disclosure statement since last year's Annual Amendment filing on March 28, 2014.

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#### **Item 4            Advisory Business**

- A. Garnet Group is a limited liability company formed in 2006 in the State of Nevada. Garnet Group became registered as an Investment Adviser Firm in August, 2006. Garnet Group is principally owned by Veena Kutler and Annette F. Simon.
- B. As discussed below, Garnet Group offers to its clients (individuals, business entities, pensions and profit sharing plans, trusts, estates and charitable organizations, etc.) investment advisory services, and, to the extent specifically requested by a client, financial planning and related consulting services.

#### **COMBINED FINANCIAL PLANNING AND INVESTMENT ADVISORY SERVICES**

The client can determine to engage Garnet Group to provide combined comprehensive Financial Planning and discretionary and/or non-discretionary Investment Advisory Services on an annual *fee-only* basis.

Garnet Group's annual investment advisory fee shall include investment advisory services as well as financial planning and consulting services. In the event that the client requires extraordinary planning and/or consultation services (to be determined in the sole discretion of Garnet Group), Garnet Group may determine to charge for such additional services, the dollar amount of which shall be set forth in a separate written notice to the client.

#### **SEI ASSET ALLOCATION PROGRAM**

Garnet Group participates in the SEI Asset Allocation Program, which is offered to high net worth individuals, defined benefit plans, participant and non-participant directed defined contribution plans, institutions, endowments, and foundations.

With the SEI Asset Allocation Program, Garnet Group serves as the investment adviser to the client, and is responsible for analyzing the client's current financial situation, return expectations, risk tolerance, time horizon, and asset class preference, pursuant to Garnet Group's investment advisory agreement. Based upon the client's information, Garnet Group and the client select an investment strategy and choose from one of many mutual fund asset allocation models, which may be provided by SEI Investments Management Corporation ("*SIMC*") or purchase the individual mutual funds.

Garnet Group will allocate the assets placed in the client's account among the mutual fund asset allocation models in accordance with the investment strategy, goal or model selected by the client. The client, through Garnet Group, may adjust their asset allocation to help ensure that the mix reflects the objectives of the chosen strategy. The client may, at any time, impose reasonable restrictions on the management of his/her account or choose a new investment strategy. For participant-directed plans, assets will be invested in the SEI Asset Allocation mutual funds and other style-specific SEI Funds (if applicable).

In accordance with the client's investment objectives, Garnet Group may also allocate assets placed in the client's account among the SEI Funds through SEI's Private Client Models, which reflect *SIMC*'s institutional asset allocation models more aligned with individual clients' goals. *SIMC* expects to make changes to the Private Client Models

periodically to incorporate changes to the mutual fund asset allocations underlying the models. Upon consent from Garnet Group (on behalf of the client), these asset allocation changes will be made to the client's accounts invested in the Private Client Models.

The SEI Funds are administered, distributed, and in some cases advised by *SIMC* or its affiliates for which it is paid fees as disclosed in the SEI Funds' prospectuses. The prospectus(es) should be read carefully by all clients before investing in the SEI Funds.

The fees payable to Garnet Group for participation in the SEI Allocation Program are equivalent to the fee schedule above.

### **SEI SEPARATELY MANAGED ACCOUNT PLATFORM**

Garnet Group participates in the SEI's separately managed account platform for managed exchange traded fund (ETF) allocations. To the extent that Garnet Group utilizes SEI's separately managed account platform to invest all or a portion of a client's assets, Garnet Group shall serve as the investment adviser to the client, and shall continue to be responsible for analyzing the client's current financial situation, return expectations, risk tolerance, time horizon, and asset class preference, pursuant to Garnet Group's investment advisory agreement. Based upon the client's information, Garnet Group and the client select an investment strategy and choose from one of many managed ETF allocations, which may be provided by SEI Investments Management Corporation ("*SIMC*"). Please Note: Clients who invest all or a portion of their assets in SEI's managed ETF allocations will incur a separate management fee charged by SEI in addition to Garnet Group's advisory fee as detailed in Item 5 below.

### **FINANCIAL PLANNING AND CONSULTING SERVICES (STAND-ALONE)**

To the extent specifically requested by a client, Garnet Group *may* determine to provide a client with a one time financial plan without ongoing investment management services on a stand-alone separate fee basis. Prior to engaging Garnet Group to provide planning or consulting services, clients are generally required to enter into a *Financial Planning and Consulting Agreement* with Garnet Group setting forth the terms and conditions of the engagement describing the scope of the services to be provided, and the portion of the fee that is due from the client prior to Garnet Group commencing services. If requested by the client, Garnet Group may recommend the services of other professionals for implementation purposes. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Garnet Group. Please Note: If the client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. Please Also Note: It remains the client's responsibility to promptly notify Garnet Group if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Garnet Group's previous recommendations and/or services.

## MISCELLANEOUS

**Non-Investment Consulting/Implementation Services.** To the extent requested by the client, Garnet Group *may* provide consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. Neither Garnet Group, nor any of its representatives, serves as an attorney, accountant, or licensed insurance agent, and no portion of Garnet Group's services should be construed as same. To the extent requested by a client, Garnet Group may recommend the services of other professionals for certain non-investment implementation purposes (i.e. attorneys, accountants, insurance agents, etc. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Garnet Group. **Please Note:** If the client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. **Please Also Note:** It remains the client's responsibility to promptly notify Garnet Group if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Garnet Group's previous recommendations and/or services.

**Retirement Plan Rollovers-No Obligation/Conflict of Interest:** Clients are under absolutely no obligation to engage Garnet Group as the investment adviser for his/her employer-sponsored retirement account(s). Rather, clients can continue to self-direct such retirement account(s). However, if a client determines that he/she would like Garnet Group's assistance in managing his/her retirement account, Garnet Group shall charge a separate and additional advisory fee for ongoing advisory services, which clients would not incur by continuing to self-direct the retirement account. As a result, any recommendation by Garnet Group that clients engage Garnet Group to manage an otherwise self-directed retirement account presents a conflict of interest. Again, clients are under absolutely no obligation to engage Garnet Group as the investment adviser for his/her retirement account.

**Use of Mutual Funds:** Most mutual funds are available directly to the public. Thus, a client or prospective client can obtain many of the mutual funds that may be recommended and/or utilized by Garnet Group independent of engaging Garnet Group as an investment advisor. However, if a client or prospective client determines to do so, he/she/it will not receive Garnet Group's initial and ongoing investment advisory services.

**Other Services.** Garnet Group also may render non-discretionary investment management services to clients relative to: (1) variable life/annuity products that they may own, and/or (2) their individual employer-sponsored retirement plans. In so doing, Garnet Group either directs or recommends the allocation of client assets among the various mutual fund subdivisions that comprise the variable life/annuity product or the retirement plan. The client assets shall 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.

**Client Obligations.** In performing its services, Garnet Group shall not be required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely thereon. Moreover, each client is advised that it remains his/her/its responsibility to promptly notify Garnet Group if there is ever any

change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Garnet Group's previous recommendations and/or services.

**Disclosure Statement.** A copy of Garnet Group's written Brochure as set forth on Part 2A of Form ADV shall be provided to each client prior to, or contemporaneously with, the execution of the *Investment Advisory Agreement* or *Financial Planning and Consulting Agreement*.

- C. Garnet Group shall provide investment advisory services specific to the needs of each client. Prior to providing investment advisory services, an investment adviser representative will ascertain each client's investment objective(s). Thereafter, Garnet Group shall allocate and/or recommend that the client allocate investment assets consistent with the designated investment objective(s). The client may, at anytime, impose reasonable restrictions, in writing, on Garnet Group's services.
- D. Garnet Group does not participate in a wrap fee program.
- E. As of December 31, 2014, Garnet Group had \$109,676,729 in assets under management on a discretionary basis.

## **Item 5 Fees and Compensation**

A.

### **COMBINED FINANCIAL PLANNING AND INVESTMENT ADVISORY SERVICES**

The client can determine to engage Garnet Group to provide combined Financial Planning and discretionary investment management services on an annual *fee-only* basis determined as follows:

First \$2,000,000 of Net Worth	0.70%
Next \$3,000,000 of Net Worth	0.50%
Next \$5,000,000 of Net Worth	0.30%
Over \$10,000,000 of Net Worth	0.20%

While Garnet Group's annual fee is generally set forth above, Garnet Group's actual fee shall be based upon the client's net worth, income and financial complexity. An approximate fee range is quoted by Garnet Group at the initial consultation. An exact fee (the client's "Annual Fee") will be determined once Garnet Group is provided with all of the client's information. For each new client, the Garnet Group will calculate an initial deposit which shall be due to the Garnet Group prior to the commencement of Financial Planning services. The Garnet Group will calculate each new client's initial deposit based upon the level and complexity of Financial Planning that particular client requires. At no time will the Garnet Group require an initial deposit in excess of 50% of the total cost of a client's Financial Planning services. The fee is reset annually at each contract anniversary using the same computation method.

Clients who terminate the relationship prior to completion of the initial financial planning recommendations will receive a refund of the initial deposit, minus the cost of services provided. Typically, the Garnet Group shall calculate the cost of services already

provided to a new client using an hourly rate of \$300. It should be noted that Garnet Group's fees are negotiable in certain circumstances.

Garnet Group's annual investment advisory fee shall include investment advisory services and financial planning and consulting services. In the event that the client requires extraordinary planning and/or consultation services (to be determined in the sole discretion of Garnet Group), Garnet Group may determine to charge for such additional services, the dollar amount of which shall be set forth in a separate written notice to the client.

\*Please note: Garnet Group's Investment Advisory Services fee structure differs from most other investment adviser firms. As a result, clients may be able to obtain similar investment advisory services at a lower cost from other registered investment advisers.

**\*\*Alternate Fee Structure**

Garnet Group may offer to provide its combined financial planning and discretionary investment managements services on a *fee-only* basis based upon a percentage (%) of the market value of the assets placed under Garnet Group's management (between negotiable and 1.00%) as follows:

<u>Market Value of Portfolio</u>	<u>% of Assets</u>
Up to \$3,000,000	1.00%
\$3,000,001-5,000,000	0.75%
Over \$5,000,000	Negotiable

**FINANCIAL PLANNING AND CONSULTING SERVICES (STAND-ALONE)**

To the extent specifically requested by a client, Garnet Group *may* determine to provide a client with a one time financial plan without ongoing investment management services on a stand-alone separate fee basis. Garnet Group's fees for the first year of service are negotiable, but generally range from \$5,000 to \$60,000 on a fixed fee basis. On occasion, Garnet Group may provide services based on an hourly rate, which is generally from \$200 to \$350 per hour, depending upon the level and scope of the service(s) required and the professional(s) rendering the service(s). As with Garnet Group's Investment Management clients, new Financial Planning and Consulting clients shall be required to pay an initial deposit for Financial Planning services. The Garnet Group will calculate an initial deposit which shall be due to the Garnet Group prior to the commencement of Financial Planning services. The Garnet Group will calculate each new client's initial deposit based upon the level and complexity of Financial Planning that particular client requires. At no time will the Garnet Group require an initial deposit in excess of 50% of the total cost of a client's Financial Planning services. The remaining balance of the Garnet Group's Financial Planning fee shall be due immediately upon the delivery of a completed financial plan.

- B. Clients may elect to have Garnet Group's advisory fees deducted from their custodial account or pay by check. Both Garnet Group's *Investment Advisory Agreement* and the custodial/ clearing agreement may authorize the custodian to debit the account for the amount of Garnet Group's investment advisory fee and to directly remit that management fee to Garnet Group in compliance with regulatory procedures. In the limited event that Garnet Group bills the client directly, payment is due upon receipt of Garnet Group's

invoice. Garnet Group shall deduct fees and/or bill clients quarterly in advance. As discussed above, the Garnet Group's investment advisory fee is determined annually, based upon the client's net worth, income and financial complexity. However, for certain historic accounts using the fee schedule listed above, Garnet Group's quarterly advisor fee shall be based upon the market value of the assets on the last business day of the previous quarter.

- C. As discussed below, unless the client directs otherwise or an individual client's circumstances require, Garnet Group shall generally recommend that TD Ameritrade ("Ameritrade") serves as the broker-dealer/custodian for client investment management assets. Broker-dealers such as *Ameritrade* charge brokerage commissions and/or transaction fees for effecting certain securities transactions (i.e. transaction fees are charged for certain no-load mutual funds, commissions are charged for individual equity and fixed income securities transactions). In addition to Garnet Group's investment management fee, brokerage commissions and/or transaction fees, clients will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g. management fees and other fund expenses). (For additional information please see Item 12 below).
- D. Garnet Group's annual investment advisory fee shall be prorated and paid quarterly, in advance, based upon either the client's Annual Fee, as is determined by Garnet Group each year; or, for certain historic accounts using the fee schedule listed above, based upon the market value of the assets on the last business day of the previous quarter. Garnet Group generally requires an annual minimum fee of \$12,000 for investment and/or financial planning advisory services. Garnet Group, in its sole discretion, may charge a lesser investment management and/or financial planning fee and/or waive or reduce its minimum 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, negotiations with client, etc.).

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

The *Financial Planning and Consulting Agreement* between the Garnet Group and the client will continue in effect until the completion and delivery of the Financial Plan or the termination, by either party, in accordance with the terms of the *Financial Planning and Consulting Agreement*. Upon termination, Garnet Group shall refund any unearned portion of the initial deposit paid by the client. In the case of a fixed fee engagement, unless the *Financial Planning and Consulting Agreement* specifies a different hourly rate, the Garnet Group shall assume a \$300 hourly rate for services provided. If upon termination, the Garnet Group has provided services in excess of the value of the initial deposit collected from the client, the Garnet Group shall be due, and the client shall pay for the excess value of services provided by the Garnet Group.

- E. Neither Garnet Group, nor its representatives accept compensation from the sale of securities or other investment products.



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

Neither Garnet Group nor any supervised person of Garnet Group accepts performance-based fees.

## **Item 7            Types of Clients**

Garnet Group's clients shall generally include individuals, business entities, pensions and profit sharing plans, trusts, estates and charitable organizations. Garnet Group generally requires an annual minimum fee of \$12,000 for investment and/or financial planning advisory services. Garnet Group, in its sole discretion, may charge a lesser investment management and/or financial planning fee and/or waive or reduce its minimum 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, negotiations with client, etc.).

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

- A. Garnet Group may utilize the following methods of security analysis:
- Fundamental - (analysis performed on historical and present data, with the goal of making financial forecasts)
  - Technical – (analysis performed on historical and present data, focusing on price and trade volume, to forecast the direction of prices)
  - Cyclical – (analysis performed on historical relationships between price and market trends, to forecast the direction of prices)

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

- Long Term Purchases (securities held at least a year)
- Short Term Purchases (securities sold within a year)

**Please Note: Investment Risk.** Investing in securities involves the risk of loss that clients must be prepared to bear. 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 Garnet Group) will be profitable or equal any specific performance level(s).

- B. Garnet Group's methods of analysis and investment strategies do not present any significant or unusual risks.

However, every method of analysis has its own inherent risks. To perform an accurate market analysis Garnet Group must have access to current/new market information. Garnet Group has no control over the dissemination rate of market information; therefore, unbeknownst to Garnet Group, certain analyses may be compiled with outdated market information, severely limiting the value of Garnet Group's analysis. Furthermore, an accurate market analysis can only produce a forecast of the direction of market values.

There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

Garnet Group's primary investment strategies - Long Term Purchases and/or Short Term Purchases - are fundamental investment strategies. However, every investment strategy has its own inherent risks and limitations. For example, longer term investment strategies require a longer investment time period to allow for the strategy to potentially develop. Shorter term investment strategies require a shorter investment time period to potentially develop but, as a result of more frequent trading, may incur higher transactional costs when compared to a longer term investment strategy.

- C. Currently, Garnet Group primarily allocates client investment assets among various individual equity (stocks), debt (bonds) and fixed income securities, mutual funds and/or exchange traded funds, and independent managers on a discretionary and non-discretionary basis in accordance with the client's designated investment objective(s). (*See* Independent Managers above).

## **Item 9           Disciplinary Information**

Garnet Group has not been the subject of any disciplinary actions.

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

- A. Neither Garnet Group, nor its representatives, are registered or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.
- B. Neither Garnet Group, nor its representatives, are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or a representative of the foregoing.
- C. Garnet Group has no other relationship or arrangement with a related person that is material to its advisory business.
- D. Garnet Group does not receive, directly or indirectly, compensation from investment advisors that it recommends or selects for its clients.

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

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

Garnet Group also maintains and enforces policies reasonably designed to prevent the misuse of material non-public information by Garnet Group or any person associated with Garnet Group.

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

Garnet Group has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of Garnet Group’s “Access Persons”. Garnet Group’s securities transaction policy requires that an Access Person of Garnet Group must provide the Chief Compliance Officer or his/her designee with a written report of their current securities holdings within ten (10) days after becoming an Access Person. Additionally, each Access Person must provide the Chief Compliance Officer or his/her designee with a written report of the Access Person’s current securities holdings at least once each twelve (12) month period thereafter on a date Garnet Group selects; provided, however that at any time that Garnet Group has only one Access Person, he or she shall not be required to submit any securities report described above.

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

## **Item 12      Brokerage Practices**

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

Factors that Garnet Group considers in recommending *Ameritrade* (or any other broker-dealer/custodian to clients) include historical relationship with Garnet Group, financial strength, reputation, execution capabilities, pricing, research, and service. Although the

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

1. Research and Additional Benefits

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

As indicated above, certain of the support services and/or products that *may* be received may assist Garnet Group in managing and administering client accounts. Others do not directly provide such assistance, but rather assist Garnet Group to manage and further develop its business enterprise. The Garnet Group *may* have an incentive to select or recommend a broker-dealer based on its interest in receiving research or other products or services, rather than on our client's interest in receiving the most favorable execution.

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

**Garnet Group's Chief Compliance Officer, Annette F. Simon, 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 such arrangement may create.**

2. Garnet Group does not receive referrals from broker-dealers.
3. Garnet Group does not generally accept directed brokerage arrangements (when a client requires that account transactions be effected through a specific broker-dealer). In such client directed arrangements, the client will negotiate terms and arrangements for their account with that broker-dealer, and Garnet Group will not seek better execution services or prices from other broker-dealers or be able to “batch” the client's transactions for execution through other broker-dealers with orders for other accounts managed by Garnet Group. As a result, client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.

**Please Note:** In the event that the client directs Garnet Group to effect securities transactions for the client's accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through alternative clearing arrangements that may be available through Garnet Group.

**TD Ameritrade Institutional Additional Services Program (the “Program”)**

Garnet Group may receive from *Ameritrade*, certain additional economic benefits (“Additional Benefits”) that may or may not be offered to Garnet Group again in the future. Specifically, *Ameritrade* may provide up to \$13,000 in expense support to Garnet Group during Garnet Group’s first year of participation in the Program. *Ameritrade* may provide up to \$25,000 in expense support to Garnet Group during the second year of the firm’s participation in the Program. Garnet Group has no expectation that these Additional Benefits will be offered again after the second year of participation in the Program; however, Garnet Group reserves the right to negotiate for these Additional Benefits in the future. *Ameritrade* provides the Additional Benefits to Garnet Group in its sole discretion and at its own expense, and neither Garnet Group nor its clients pay any fees to *Ameritrade* for the Additional Benefits.

**Garnet Group’s Chief Compliance Officer, Annette F. Simon, remains available to address any questions that a client or prospective client may have regarding the above arrangement.**

- B. To the extent that Garnet Group provides investment management services to its clients, the transactions for each client account generally will be effected independently, unless Garnet Group decides to purchase or sell the same securities for several clients at approximately the same time. Garnet Group may (but is not obligated to) combine or “bunch” such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Garnet Group’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 be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders placed for each client account on any given day. Garnet Group shall not receive any additional compensation or remuneration as a result of such aggregation.

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

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

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

- A. As referenced in Item 12.A.1 above, Garnet Group may receive an indirect economic benefit from *SIMC*. Garnet Group, without cost (and/or at a discount), may receive support services and/or products from *SIMC*.

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

**Garnet Group's Chief Compliance Officer, Annette F. Simon, 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.**

- B. Garnet Group does not compensate, directly or indirectly, any person, other than its representatives, for client referrals.

### **Item 15      Custody**

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

**Please Note:** To the extent that Garnet Group provides clients with periodic account statements or reports, the client is urged to compare any statement or report provided by

Garnet Group with the account statements received from the account custodian. **Please Also Note:** The account custodian does not verify the accuracy of Garnet Group's advisory fee calculation. Clients should carefully review statements received from their custodian.

#### **Item 16 Investment Discretion**

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

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

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

- A. Garnet Group does not vote client proxies. Clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets.
- B. Clients will receive their proxies or other solicitations directly from their custodian. Clients may contact Garnet Group to discuss any questions they may have with a particular solicitation.

#### **Item 18 Financial Information**

- A. Garnet Group does not solicit fees of more than \$1,200 per client, six months or more in advance.
- B. Garnet Group is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts.
- C. Garnet Group has not been the subject of a bankruptcy petition.

**ANY QUESTIONS: Garnet Group's Chief Compliance Officer, Annette F. Simon, remains available to address any questions that a client or prospective client may have regarding the above disclosures and arrangements.**