

Argent Wealth Management, LLC

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This brochure provides information about the qualifications and business practices of Argent Wealth Management, LLC (the “Registrant”). If you have any questions about the contents of this brochure, please contact us at (781) 290-4900 or rkahn@argentwm.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 Argent Wealth Management, LLC also is available on the SEC’s website at www.adviserinfo.sec.gov.

References herein to Argent Wealth Management, 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 Argent Wealth Management, LLC's disclosure statement and Brochure since its most recent filing on July 31, 2014. In this disclosure statement and Brochure, however, Argent Wealth Management, LLC has disclosed its participation in an additional referral program, more fully discussed in Items 12A and 14B and has also reflected certain benefits it receives from various broker dealers. See Item 12A below for a complete discussion of these benefits.

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Item 4 **Advisory Business**

- A. Argent Wealth Management, LLC (the “Registrant”) was formed on December 1, 2006 in the Commonwealth of Massachusetts. The Registrant is currently registered with the Securities and Exchange Commission (“SEC”). The Registrant is wholly owned by Argent Wealth Management, Inc., which has been registered with the SEC as an Investment Adviser Firm since October 19, 1993. Argent Wealth Management, Inc. is principally owned by its President, David M. Duchesneau and its Managing Director, William T. Baldwin.
- B. As discussed below, the Registrant offers to its clients (individuals, pension and profit sharing plans, business entities, trusts, estates and charitable organizations, etc.) investment advisory services, and, to the extent specifically requested by a client, financial planning, tax planning and related consulting services.

INVESTMENT ADVISORY SERVICES

The client can engage the Registrant to provide discretionary investment advisory services on a *fee-only* basis. The Registrant’s standard annual investment advisory fee is based on the market value of the assets placed under Registrant’s management. Before engaging the Registrant to provide investment advisory services, clients are required to enter into an *Investment Advisory Agreement* with Registrant setting forth the terms and conditions of the engagement (including termination), describing the scope of the services to be provided, and the fee that is due from the client.

In addition, before providing investment advisory services an investment adviser representative will ascertain each client’s investment objectives. Thereafter, the Registrant will allocate and/or recommend that the client allocate investment assets consistent with the designated investment objectives. The Registrant primarily allocates client investment assets among various debt (bonds) and fixed income securities, mutual funds, individual securities, exchange traded funds (“ETFs”), private funds and/or independent managers on a discretionary basis in accordance with the client’s designated investment objective(s).

FINANCIAL PLANNING, TAX ADVICE AND CONSULTING SERVICES (STAND-ALONE)

To the extent requested by a client, the Registrant *may* determine to provide financial planning, tax advice, and/or consulting services (including investment and non-investment related matters, including estate planning, insurance planning, etc.) on a stand-alone separate fee basis (either on a fixed fee or hourly basis). Registrant’s planning, tax preparation, and consulting fees are negotiated with each client in advance, depending upon the level and scope of the service(s) required and the professional(s) rendering the service(s). Prior to engaging the Registrant to provide planning or consulting services, clients are generally required to enter into a *Financial Planning and Consulting Agreement* with Registrant setting forth the terms and conditions of the engagement (including termination), describing the scope of the services to be provided, and the portion of the fee that is due from the client prior to Registrant commencing services. If requested by the client, Registrant may recommend the services of other professionals for implementation purposes, including the Registrant’s representatives in their individual capacities as attorneys. (*See* disclosure at Item 10 C). 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 the Registrant. **Please Note:** If the client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. **Please Also Note:** It remains the client’s responsibility to promptly notify the Registrant if there is ever any change in

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

MISCELLANEOUS

Affiliated Private Funds. Registrant's Chief Compliance Officer, Richard D. Kahn, is a partial owner and member of Kettle Pond Management, LLC, which is the general partner of Kettle Pond Capital Partners, L.P. Argent Wealth Management, Inc.'s President, David M. Duchesneau, is the managing member of Kettle Pond Management, LLC. Mr. Duchesneau is also the sole owner and managing member of Argent Wealth Equity Management, LLC, which is the managing member of Argent Private Equity I, LLC. Kettle Pond Capital Partners, L.P. is currently in the final stages of winding down and liquidating its assets.

Argent Private Equity I, LLC and Kettle Pond Capital Partners LP are collectively referred to as the "*affiliated funds*." The Registrant previously may have recommended on a non-discretionary basis that qualified clients consider allocating a portion of their investment assets to the *affiliated funds*. The terms and conditions for participation in the *affiliated funds*, including management and incentive fees, conflicts of interest, and risk factors, are set forth in the fund's offering documents. Registrant's clients were under absolutely no obligation to consider or make an investment in a private investment fund(s). The complete description of the terms, conditions, risks and fees including incentive compensation associated with each of the *affiliated funds* is set forth in each *affiliated funds* offering documents. Neither of the *affiliated funds* are currently accepting new investors and as noted above, Kettle Pond Capital Partners, L.P. is currently in the final stages of winding down and liquidating its assets.

Please Note: Private investment funds generally involve various risk factors, including, but not limited to, potential for complete loss of principal, liquidity constraints and lack of transparency, a complete discussion of which is set forth in each fund's offering documents, which will be provided to each client for review and consideration. Unlike liquid investments that a client may maintain, private investment funds do not provide daily liquidity or pricing. Each prospective client investor will be required to complete a Subscription Agreement, pursuant to which the client shall establish that he/she is qualified for investment in the fund, and acknowledges and accepts the various risk factors that are associated with such an investment. The Registrant, on a non-discretionary basis, previously may have recommended that qualified clients consider allocating a portion of their investment assets to the *affiliated funds*. The terms and conditions for participation in the *affiliated funds*, including management and incentive fees, conflicts of interest, and risk factors, are set forth in the fund's offering documents. Registrant's clients were under absolutely no obligation to consider or make an investment in a private investment fund(s). Neither of the *affiliated funds* are currently accepting new investors.

Please Also Note: Valuation. In the event that the Registrant references private investment funds owned by the client on any supplemental account reports prepared by Registrant, the value(s) for all private investment funds owned by the client shall reflect the most recent valuation provided by the Fund Sponsor. If the Fund Sponsor does not provide a subsequent post-purchase valuation, then the valuation shall reflect the initial purchase price (and/or a value as of a previous date), or the current value(s) (either the initial purchase price and/or the most recent valuation provided by the Fund Sponsor). If the valuation reflects the initial purchase price (and/or a value as of a previous date), the current value(s) (to the extent ascertainable) could be significantly more or less than original purchase price. The client's advisory fee shall be based upon the reflected fund value(s).

Please Also Note: Conflict Of Interest. Because the Registrant and/or its affiliates can earn compensation from the *affiliated funds* (both management fees and incentive compensation) that may exceed the fee that the Registrant would earn under its standard asset based fee schedule referenced in Item 5 below, the recommendation that a client become a *Fund* investor presents a **conflict of interest**. No client is under any obligation to become a Fund investor. **The Registrant's Chief Compliance Officer, Richard D. Kahn, remains available to address any questions regarding the conflict of interest.**

Non-Investment Consulting/Implementation Services. To the extent requested by the client, the Registrant *may* provide consulting services regarding non-investment related matters, such as estate planning, tax planning, tax return preparation, insurance, etc. Neither the Registrant, nor any of its representatives, serves as a certified public accountant or licensed insurance agent and no portion of the Registrant's services should be construed as same. To the extent requested by a client, the Registrant may recommend the services of other professionals for certain non-investment implementation purposes (i.e. attorneys, accountants, insurance agents, etc.), including representatives of the Registrant in their separate licensed capacities as discussed below. 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 the Registrant. **Please Note:** If the client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. **Please Also Note:** It remains the client's responsibility to promptly notify the Registrant if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Registrant's previous recommendations and/or services.

Independent Managers. The Registrant may allocate (and/or recommend that the client allocate) a portion of a client's investment assets among unaffiliated independent investment managers in accordance with the client's designated investment objective(s). In such situations, the *Independent Manager[s]* shall have day-to-day responsibility for the active discretionary management of the allocated assets. The Registrant shall continue to render investment advisory services to the client relative to the ongoing monitoring and review of account performance, asset allocation and client investment objectives. Factors which the Registrant shall consider in recommending *Independent Manager[s]* include the client's designated investment objective(s), management style, performance, reputation, financial strength, reporting, pricing, and research.

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

Disclosure Statement. A copy of the Registrant'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. The Registrant shall provide investment advisory services specific to the needs of each client. Prior to providing investment advisory services, an investment adviser representative will ascertain each client's investment objective(s). Thereafter, the Registrant 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 the Registrant's services.

- D. Registrant does not offer a wrap fee program for its investment advisory services.
- E. As of December 31, 2014, the Registrant had \$1,080,531,726 in assets under management on a discretionary basis and \$380,739,097 in assets under management on a non-discretionary basis for a total of \$1,461,270,823.

Item 5 Fees and Compensation

- A. The client can determine to engage the Registrant to provide discretionary investment advisory services on a *fee-only* basis.

INVESTMENT ADVISORY SERVICES

If a client determines to engage the Registrant to provide discretionary investment advisory services on a *fee-only* basis, the Registrant's standard annual investment advisory fee is 1.00% of the market value of the assets placed under the Registrant's management. However, the Registrant may, in certain situations, negotiate with the client and agree upon an adjusted fee schedule based upon any of the following factors: the amount of the assets placed under Registrant's direct management, the complexity of the engagement, anticipated future earning capacity, anticipated future additional assets, related accounts, account composition, and the level and scope of the overall investment advisory services to be rendered.

FINANCIAL PLANNING, TAX ADVICE AND CONSULTING SERVICES (STAND-ALONE)

To the extent specifically requested by a client, the Registrant *may* determine to provide financial planning, tax advice, and/or consulting services (including investment and non-investment related matters, including estate planning, insurance planning, etc.) on a stand-alone fee basis. Registrant's planning and consulting fees are negotiated in advance with clients and can be on a fixed fee or hourly rate basis, depending upon the level and scope of the service(s) required and the professional(s) rendering the service(s).

- B. Clients may elect to have the Registrant's advisory fees deducted from their custodial account. Both Registrant's *Investment Advisory Agreement* and the custodial/clearing agreement may authorize the custodian to debit the account for the amount of the Registrant's investment advisory fee and to directly remit that management fee to the Registrant in compliance with regulatory procedures. In the limited event that the Registrant bills the client directly, payment is due upon receipt of the Registrant's invoice. The Registrant generally deducts fees and/or bills clients quarterly in advance, based upon the market value of the assets on the last business day of the previous quarter. Certain clients are billed on different schedules depending upon their particular situation and arrangement with the Registrant.
- C. As discussed below, unless the client directs otherwise or an individual client's circumstances require, the Registrant shall generally recommend that Charles Schwab and Co., Inc. ("*Schwab*") or Fidelity Investments ("*Fidelity*") serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as *Schwab and/or Fidelity* charge brokerage commissions and/or transaction fees for effecting certain securities transactions (i.e. transaction fees are charged for certain no-load mutual funds, commissions are charged for individual equity and fixed income securities transactions). In addition to Registrant'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).

- D. Registrant's annual investment advisory fee shall be prorated and are generally paid quarterly, in advance, based upon the market value of the assets on the last business day of the previous quarter. Certain clients are billed on different schedules depending upon their particular situation and arrangement with the Registrant. The Registrant does not generally require an annual minimum fee or asset level for investment advisory services, although in certain circumstances a minimum fee is negotiated in advance with clients. The Registrant, in its sole discretion, may charge a different or lesser investment 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, negotiations with client, etc.).

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

- E. Neither the Registrant, 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 the Registrant nor any supervised person of the Registrant accepts performance-based fees.

Item 7 Types of Clients

The Registrant's clients shall generally include individuals, pension and profit sharing plans, business entities, trusts, estates and charitable organizations. The Registrant does not generally require an annual minimum fee or asset level for investment advisory services. The Registrant, in its sole discretion, may charge a lesser investment 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, negotiations with client, etc.).

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

- A. The Registrant may utilize, but is not limited to, 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)

The Registrant may utilize, but is not limited to, 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 risk of loss that clients should 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 the Registrant) will be profitable or equal any specific performance level(s).

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

The Registrant's primary investment strategies - Long Term Purchases and 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.

In addition to the fundamental investment strategies discussed above, the Registrant may also implement and/or recommend – short selling, use of margin, and/or options transactions. Each of these strategies has a high level of inherent risk.

- C. Currently, the Registrant primarily allocates client investment assets among various debt (bonds) and fixed income securities, mutual funds, individual securities, ETFs, and/or independent managers on a discretionary basis in accordance with the client's designated investment objective(s). (*See* Independent Managers in Item 4.B and Private Funds below). The Registrant will also recommend private investments such as private equity and private real estate for its clients.

Affiliated Private Funds. Registrant's Chief Compliance Officer, Richard D. Kahn, is a partial owner and member of Kettle Pond Management, LLC, which is the general partner of Kettle Pond Capital Partners, L.P. Argent Wealth Management, Inc.'s President, David M. Duchesneau, is the managing member of Kettle Pond Management, LLC. Mr. Duchesneau is also the sole owner and managing member of Argent Wealth Equity Management, LLC, which is the managing member of Argent Private Equity I, LLC. Kettle Pond Capital Partners, L.P. is currently in the final stages of winding down and liquidating its assets.

Argent Private Equity I, LLC and Kettle Pond Capital Partners LP are collectively referred to as the "*affiliated funds*." The Registrant previously may have recommended on a non-discretionary basis that qualified clients consider allocating a portion of their investment assets to the *affiliated funds*. The terms and conditions for participation in the *affiliated funds*, including management and incentive fees, conflicts of interest, and risk factors, are set forth in the fund's offering documents. Registrant's clients were under absolutely no obligation to consider or make an investment in a private investment fund(s). The complete description of the terms, conditions, risks and fees including incentive compensation associated with each of the *affiliated funds* is set forth in each

affiliated funds offering documents. Neither of the *affiliated funds* are currently accepting new investors and as noted above, Kettle Pond Capital Partners, L.P. is currently in the final stages of winding down and liquidating its assets.

Please Note: Private investment funds generally involve various risk factors, including, but not limited to, potential for complete loss of principal, liquidity constraints and lack of transparency, a complete discussion of which is set forth in each fund's offering documents, which will be provided to each client for review and consideration. Unlike liquid investments that a client may maintain, private investment funds do not provide daily liquidity or pricing. Each prospective client investor will be required to complete a Subscription Agreement, pursuant to which the client shall establish that he/she is qualified for investment in the fund, and acknowledges and accepts the various risk factors that are associated with such an investment. The Registrant, on a non-discretionary basis, previously may have recommended that qualified clients consider allocating a portion of their investment assets to the *affiliated funds*. The terms and conditions for participation in the *affiliated funds*, including management and incentive fees, conflicts of interest, and risk factors, are set forth in the fund's offering documents. Registrant's clients were under absolutely no obligation to consider or make an investment in a private investment fund(s).

Please Also Note: Valuation. In the event that the Registrant references private investment funds owned by the client on any supplemental account reports prepared by Registrant, the value(s) for all private investment funds owned by the client shall reflect the most recent valuation provided by the Fund Sponsor. If the Fund Sponsor does not provide a subsequent post-purchase valuation, then the valuation shall reflect the initial purchase price (and/or a value as of a previous date), or the current value(s) (either the initial purchase price and/or the most recent valuation provided by the Fund Sponsor). If the valuation reflects the initial purchase price (and/or a value as of a previous date), the current value(s) (to the extent ascertainable) could be significantly more or less than original purchase price. The client's advisory fee shall be based upon the reflected fund value(s).

Please Also Note: Conflict Of Interest. Because the Registrant and/or its affiliates can earn compensation from the *affiliated funds* (both management fees and incentive compensation) that may exceed the fee that the Registrant would earn under its standard asset based fee schedule referenced in Item 5 below, the recommendation that a client become a *Fund* investor presents a **conflict of interest**. No client is under any obligation to become a Fund investor. **The Registrant's Chief Compliance Officer, Richard D. Kahn, remains available to address any questions regarding the conflict of interest.**

Item 9 Disciplinary Information

The Registrant has not been the subject of any disciplinary actions.

Item 10 Other Financial Industry Activities and Affiliations

- A. Neither the Registrant, 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 the Registrant, 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. **Private Investment Funds.** Registrant's Chief Compliance Officer, Richard D. Kahn, is a partial owner and member of Kettle Pond Management, LLC, which is the general partner of Kettle Pond Capital Partners, L.P. Argent Wealth Management, Inc.'s President, David M. Duchesneau, is the managing member of Kettle Pond Management, LLC. Mr. Duchesneau is also the sole owner and managing member of Argent Wealth Equity Management, LLC, which is the managing member of Argent Private Equity I, LLC (the "*affiliated funds*"). The Registrant and its affiliates may have financial interests in the *affiliated funds*. In general, affiliates of the Registrant intend to maintain significant investments in the *affiliated funds*. Kettle Pond Capital Partners, L.P. is currently in the final stages of winding down and liquidating its assets.

The *affiliated funds* may co-invest with third parties or otherwise participate in pooled investment vehicles with others if the Registrant determines that such investments or arrangements represent the best way to access a particular investment opportunity. Partners of the *affiliated funds* or affiliates of the Registrant may manage or have direct investments in these pooled investments as well. Additionally, the *Funds* may invest in private securities in which investors in the *affiliated funds* serve as board members, officers, employees, or investors. These relationships may create a real or perceived conflict of interest between the Registrant and its clients. However, potential conflicts of interest are mitigated by the fact that affiliates of the Registrant and *affiliated funds* partners do not receive any fees or compensation from the *affiliated funds* for their involvement in these investments. Additionally, with respect to any private investment, affiliates of the Registrant and partners of the *affiliated funds* that are directly involved in these specific investments do not receive any benefits relative to the other partners in the *affiliated funds*. Yet in transactions involving several related parties, the Registrant could have a real or perceived conflict of interest. **The Registrant's Chief Compliance Officer, Richard D. Kahn, 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.**

Licensed Attorneys and Law Firm. Argent Wealth Management, LLC's Managing Director, David M. Duchesneau, and Registrant's Chief Compliance Officer and Managing Director, Richard D. Kahn, are also licensed attorneys, and the sole members of the law firm Duchesneau & Kahn, LLP. **To the extent that a client specifically requests legal advice,** the Registrant may recommend the services of an attorney, including Mr. Duchesneau and/or Mr. Kahn, in their individual capacities as licensed attorneys, and/or the services of the law firm Duchesneau & Kahn, LLP. Any such legal advice or other legal services shall be rendered independent of the Registrant pursuant to a separate agreement between the client and attorney. The Registrant shall not receive any of the fees charged by the attorney, referral or otherwise.

Conflict of Interest: The recommendation by Registrant's representatives that a client engage the services of Mr. Duchesneau and/or Mr. Kahn, in their individual capacities as licensed attorneys, or Duchesneau & Kahn, LLP, presents a *conflict of interest*. No client is under any obligation to engage Mr. Duchesneau and/or Mr. Kahn, in their individual capacities as licensed attorneys, or Duchesneau & Kahn, LLP. **The Registrant's Chief Compliance Officer, Richard D. Kahn, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.**

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

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

- B. As disclosed above, the Registrant and its affiliates may have financial interests in the *affiliated funds*. In general, affiliates of the Registrant intend to maintain significant investments in the *affiliated funds*.

The *affiliated funds* may co-invest with third parties or otherwise participate in pooled investment vehicles with others if the Registrant determines that such investments or arrangements represent the best way to access a particular investment opportunity. Partners of the *affiliated funds* or affiliates of the Registrant may manage or have direct investments in these pooled investments as well. Additionally, the *affiliated funds* may invest in private securities in which investors in the *affiliated funds* serve as board members, officers, employees, or investors. These relationships may create a real or perceived conflict of interest between the Registrant and its clients. However, potential conflicts of interest are mitigated by the fact that affiliates of the Registrant and *affiliated fund* partners do not receive any fees or compensation from the *affiliated funds* for their involvement in these investments. Additionally, with respect to any private investment, affiliates of the Registrant and partners of the *affiliated funds* that are directly involved in these specific investments do not receive any benefits relative to the other partners in the *affiliated funds*. Yet in transactions involving several related parties, the Registrant could have a real or perceived conflict of interest. **The Registrant's Chief Compliance Officer, Richard D. Kahn, 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.**

- C. The Registrant and/or representatives of the Registrant *may* buy or sell securities that are also recommended to clients. This practice may create a situation where the Registrant and/or representatives of the Registrant are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a 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 the Registrant did not have adequate policies in place to detect such activities. In addition, this requirement can help detect insider trading, "front-running" (i.e., personal trades executed prior to those of the Registrant's clients) and other potentially abusive practices.

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

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

Item 12 Brokerage Practices

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

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

Research and Additional Benefits

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

Specifically, in return for effecting certain securities transactions through *Schwab* and *Fidelity*, Registrant receives certain investment research products or services which assist the Registrant in its investment decision making process for clients pursuant to Section 28(e) of the Securities Exchange Act of 1934 (generally referred to as a “soft-dollar” arrangement). Investment research products or services received by Registrant may include, but are not limited to, analyses pertaining to specific securities, companies or sectors; market, financial and economic studies and forecasts; financial publications, portfolio management systems, and statistical and pricing services. Although the commissions paid by Registrant's clients shall comply with the Registrant's duty to obtain best execution, a client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where the Registrant determines, in good faith, that the commission is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Registrant will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. Although the investment research products or services that may be obtained by Registrant will generally be used to service all of Registrant's clients, a brokerage commission paid by a specific client may be used to pay for research that is not used in managing that specific client's account. With respect to investment research products or services obtained by the Registrant that have a mixed use of both a research and non-research (i.e., administrative, etc.) function, Registrant shall make a reasonable allocation of the cost of the product or service according to its use - the percentage of the product or service that provides assistance to the Registrant's investment decision-making process will be paid for with soft dollars while that portion which provides administrative or other non-research assistance will be paid for by the Registrant with hard dollars. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, Registrant's investment management fee.

The Registrant currently receives soft dollars on a three to one commission to soft-dollar ratio from both *Schwab* and *Fidelity*. This means that for every three dollars in commission transactions that the Registrant engages in on certain accounts at *Schwab* or *Fidelity*, the Registrant will receive one dollar in soft-dollar credits to be applied towards eligible research products. The Registrant's soft-dollar credits may not exceed \$30,000 under the terms of its current agreement with *Schwab* and for *Fidelity* there is no limit on the amount of soft-dollar credits that can be earned.

Schwab and/or *Fidelity* may also provide the Registrant with other services intended to help the Registrant manage and further develop its business enterprise, including assistance in the following areas: consulting, publications and presentations, information technology, business succession, and marketing. In addition, *Schwab* and/or *Fidelity* may make available or arrange and/or pay for these types of services provided by independent third parties, including regulatory compliance.

Except as otherwise provided, *Schwab's* and *Fidelity's* responsibility is limited to executing transactions pursuant to the direction of the Registrant. Neither *Schwab* or *Fidelity* has assisted in the selection of the Registrant and the client has the sole and exclusive responsibility for the selection of the Registrant. The client agrees that the Registrant is solely responsible for the management of client's portfolio

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

Registrant's clients do not pay more for investment transactions effected and/or assets maintained at *Schwab* and/or *Fidelity* as a result of this arrangement. There is no corresponding commitment made by the Registrant to *Schwab* and/or *Fidelity* or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as result of the above arrangement. But see also Items 12A(2) and 14B below relating to Registrant's participation in the *Fidelity* and *Schwab* referral programs.

Reimbursement of Costs – Additional Information:

The Registrant has received certain reimbursements of the costs of portfolio management software from Charles Schwab & Co. This portfolio management software is utilized exclusively for the benefit of existing and prospective clients of the Registrant. The Registrant is under no legal obligation as a result of this reimbursement to utilize Charles Schwab & Co. for brokerage, custodial, or other services.

The Registrant has also received certain reimbursements of marketing and other client related costs from Fidelity Brokerage Services LLC, Ivy Funds, Columbia Funds, Oppenheimer Mutual Funds, State Street Global Advisors, John Hancock Funds, Saturna Capital, Intercontinental Real Estate Funds, Wells Fargo Asset Management, Jensen Investment Management, Baron Funds and Deutsche Bank. The Registrant is under no legal obligation as a result of these reimbursements to utilize Fidelity Brokerage Services LLC, Ivy Funds, Columbia Funds, Oppenheimer Mutual Funds, State Street Global Advisors, John Hancock Funds, Saturna Capital, Intercontinental Real Estate Funds, Wells Fargo Asset Management, Jensen Investment Management, Baron Funds or Deutsche Bank for brokerage, custodial, investments or other services.

The Registrant's Chief Compliance Officer, Richard D. Kahn, 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.

1. **Fidelity Referral Program.** The Registrant participates in the *Fidelity* Wealth Advisory Services referral program ("*WAS*"). The *WAS* program is designed to help investors find independent investment advisors. *Fidelity* is unaffiliated with Registrant. *Fidelity* does not supervise Registrant and has no responsibility for Registrant's management of clients' referrals through *WAS*. As more fully described in Item 14B, beginning in November 2012, the Registrant pays a referral fee to *Fidelity*. Registrant's participation in the referral program may raise potential conflicts of interest, since *Fidelity* will most likely refer clients to investment advisors that encourage their clients to custody their assets at *Fidelity*. **The Registrant's Chief Compliance Officer, Richard D. Kahn, 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. **Schwab Referral Program.** The Registrant participates in the *Schwab* Advisor Network referral program ("*Advisor Network*"). The *Advisor Network* program is designed to help investors find independent investment advisors. *Schwab* is unaffiliated with Registrant. *Schwab* does not supervise Registrant and has no responsibility for Registrant's management of clients' referrals through *Advisor Network*. As more fully described in Item 14B, the Registrant pays a referral fee to *Schwab*. Registrant's participation in the referral program may raise potential conflicts of interest, since *Schwab* will most likely refer clients to investment advisors that encourage their

clients to custody their assets at *Schwab*. **The Registrant's Chief Compliance Officer, Richard D. Kahn, 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.**

3. The Registrant 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 Registrant will not seek better execution services or prices from other broker-dealers or be able to "batch" the client's transactions for execution through other broker-dealers with orders for other accounts managed by Registrant. As a result, client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.

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

The Registrant's Chief Compliance Officer, Richard D. Kahn, remains available to address any questions that a client or prospective client may have regarding the above arrangement.

- B. To the extent that the Registrant provides investment management services to its clients, the transactions for each client account generally will be effected independently, unless the Registrant decides to purchase or sell the same securities for several clients at approximately the same time. The Registrant may (but is not obligated to) combine or "bunch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among the Registrant'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. The Registrant shall not receive any additional compensation or remuneration as a result of such aggregation.

Item 13 Review of Accounts

- A. For those clients to whom Registrant provides investment supervisory services, account reviews are conducted on an ongoing basis by the Registrant's Principals and/or representatives. All investment supervisory clients are advised that it remains their responsibility to advise the Registrant 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 the Registrant on an annual basis.
- B. The Registrant *may* conduct account reviews on an other than periodic basis upon the occurrence of a triggering event, such as a change in client investment objectives and/or financial situation, market corrections and client request.

- C. Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. The Registrant 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, the Registrant may receive an indirect economic benefit from *Schwab* and/or *Fidelity*. The Registrant, without cost (and/or at a discount), may receive support services and/or products from *Schwab* and/or *Fidelity*.

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

The Registrant's Chief Compliance Officer, Richard D. Kahn, 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. Neither Registrant nor its representatives compensate any non-supervised persons for client referrals other than as described below.

i. Participation in Fidelity Wealth Advisor Solutions®. Registrant participates in the Fidelity Wealth Advisor Solutions Program (the "WAS Program"), through which the Registrant receives referrals from Strategic Advisers, Inc. ("SAI"), a registered investment adviser and subsidiary of FMR LLC, the parent company of Fidelity Investments. The Registrant is independent and not affiliated with SAI or FMR LLC. SAI does not supervise or control Registrant, and SAI has no responsibility or oversight for Registrant's provision of investment management or other advisory services.

Under the WAS Program, SAI acts as a solicitor for Registrant, and Registrant pays referral fees to SAI for each referral received based on Registrant assets under management attributable to each client referred by SAI or members of each client's household. The WAS Program is designed to help investors find an independent investment advisor, and any referral from SAI to Registrant does not constitute a recommendation or endorsement by SAI of Registrant's particular investment management services or strategies. More specifically, Registrant pays the following amounts to SAI for referrals:

(1) For a period of 7 years from the date that a client funds any client account(s) with Registrant, Registrant shall pay SAI an amount equal to an annual percentage of 0.20% of any and all assets in such client accounts, with such amount to be billed and collected by SAI in arrears on a quarterly basis based on the average daily balance of assets held in such accounts during the relevant quarter.

(2) Minimum Fee. The minimum annual fee payable to SAI by Registrant for SAI's services under the WAS Program shall be \$10,000 (the "Minimum Solicitation Fee"). To the extent that the

amount of fees payable pursuant to (1) above does not amount to the Minimum Solicitation Fee for any calendar year, Registrant will pay SAI the difference between the Minimum Solicitation Fee and the amount of fees payable under (1) above during the first quarter of the next calendar year. In the event that Registrant or SAI terminate this arrangement prior to the end of a full calendar year, the Minimum Solicitation Fee shall be prorated based on the number of completed quarters in which the arrangement was in effect for such year.

(3) Effect of Termination on Fees. If a client terminates its advisory agreement with Registrant, Registrant shall have no ongoing obligation to pay solicitation fees with respect to such client. However, Registrant's obligation to pay fees pursuant to (1) above shall survive the termination of this arrangement by either party.

To receive referrals from the WAS Program, Registrant must meet certain minimum participation criteria, but Registrant may have been selected for participation in the WAS Program as a result of its other business relationships with SAI and its affiliates, including Fidelity Brokerage Services, LLC ("FBS"). As a result of its participation in the WAS Program, Registrant may have a potential conflict of interest with respect to its decision to use certain affiliates of SAI, including FBS, for execution, custody and clearing for certain client accounts, and Registrant may have a potential incentive to suggest the use of FBS and its affiliates to its advisory clients, whether or not those clients were referred to Registrant as part of the WAS Program. Under an agreement with SAI, Registrant has agreed that Registrant will not charge clients more than the standard range of advisory fees disclosed in its Form ADV 2A Brochure to cover solicitation fees paid to SAI as part of the WAS Program. Pursuant to these arrangements, Registrant has agreed not to solicit clients to transfer their brokerage accounts from affiliates of SAI or establish brokerage accounts at other custodians for referred clients other than when Registrant fiduciary duties would so require; therefore, Registrant may have an incentive to suggest that referred clients and their household members maintain custody of their accounts with affiliates of SAI. However, participation in the WAS Program does not limit Registrant's duty to select brokers on the basis of best execution.

ii. Participation in Schwab Advisor Network®. Registrant receives client referrals from Charles Schwab & Co., Inc. ("*Schwab*") through Registrant's participation in Schwab Advisor Network® ("*the Service*"). The *Service* is designed to help investors find an independent investment advisor. *Schwab* is a broker-dealer independent of and unaffiliated with Registrant. *Schwab* does not supervise Registrant and has no responsibility for Registrant's management of clients' portfolios or Registrant's other advice or services. Registrant pays *Schwab* fees to receive client referrals through the *Service*. Registrant's participation in the *Service* may raise potential conflicts of interest described below.

Registrant pays *Schwab* a Participation Fee on all referred clients' accounts that are maintained in custody at *Schwab* and a Non-Schwab Custody Fee on all accounts that are maintained at, or transferred to, another custodian. The Participation Fee paid by Registrant is a percentage of the fees the client owes to Registrant or a percentage of the value of the assets in the client's account, subject to a minimum Participation Fee. Registrant pays *Schwab* the Participation Fee for so long as the referred client's account remains in custody at *Schwab*. The Participation Fee is billed to Registrant quarterly and may be increased, decreased or waived by *Schwab* from time to time. The Participation Fee is paid by Registrant and not by the client. Registrant has agreed not to charge clients referred through the *Service* fees or costs greater than the fees or costs Registrant charges clients with similar portfolios who were not referred through the *Service*.

Registrant generally pays *Schwab* a Non-Schwab Custody Fee if custody of a referred client's account is not maintained by, or assets in the account are transferred from *Schwab*. This Fee does not apply if the client was solely responsible for the decision not to maintain custody at *Schwab*. The Non-Schwab Custody Fee is a one-time payment equal to a percentage of the assets placed with a custodian other than *Schwab*. The Non-Schwab Custody Fee is higher than the Participation Fees Registrant generally would pay in a single year. Thus, Registrant will have an incentive to recommend that client accounts be held in custody at *Schwab*.

The Participation and Non-Schwab Custody Fees will be based on assets in accounts of Registrant's clients who were referred by *Schwab* and those referred clients' family members living in the same household. Thus, Registrant will have incentives to encourage household members of clients referred through the *Service* to maintain custody of their accounts and execute transactions at *Schwab* and to instruct *Schwab* to debit Registrant's fees directly from the accounts.

For accounts of Registrant's clients maintained in custody at *Schwab*, *Schwab* will not charge the client separately for custody but will receive compensation from Registrant's clients in the form of commissions or other transaction-related compensation on securities trades executed through *Schwab*. *Schwab* also will receive a fee (generally lower than the applicable commission on trades it executes) for clearance and settlement of trades executed through broker-dealers other than *Schwab*. *Schwab*'s fees for trades executed at other broker-dealers are in addition to the other broker-dealer's fees. Thus, Registrant may have an incentive to cause trades to be executed through *Schwab* rather than another broker-dealer. Registrant nevertheless, acknowledges its duty to seek best execution of trades for client accounts. Trades for client accounts held in custody at *Schwab* may be executed through a different broker-dealer than trades for Registrant's other clients. Thus, trades for accounts custodied at *Schwab* may be executed at different times and different prices than trades for other accounts that are executed at other broker-dealers.

Item 15 Custody

The Registrant 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. The Registrant may also provide a written periodic report summarizing account activity and performance.

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

Item 16 Investment Discretion

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

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

Item 17 Voting Client Securities

- A. The Registrant 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 the Registrant to discuss any questions they may have with a particular solicitation.

Item 18 Financial Information

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

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