

Benjamin & Jerold Advisers, LLC

SEC File Number: 801-77165

ADV Part 2A

Firm Brochure

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Contact: Terence Dolan, Chief Compliance Officer

96 Main Street East Islip, NY 11730

This Brochure provides information about the qualifications and business practices of Benjamin & Jerold Advisers, LLC. If you have any questions about the contents of this Brochure, please contact us at (631)650-9377 or tdolan@benjaminjeroldadvisers.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 B&J Advisers also is available on the SEC's website at www.adviserinfo.sec.gov.

References herein to B&J Advisers 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

The following document constitutes material changes to the Original ADV Part 2A, which have been made since “B&J Advisers” most recent original filings.

This is a materially new document for commencing business under the Benjamin & Jerold Advisers LLC. These governances will outline procedures for the Benjamin & Jerold Advisers LLC updated business plan and commencement of activity.

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Item 4 Advisory Business

- A. Benjamin & Jerold Advisers, LLC (“B&J Advisers”) is a limited liability company formed is an independent investment advisory firm founded in September 2012 and owned and operated by Terence P. Dolan and Brian McCarthy located in East Islip, NY.
- B. As discussed below, offers to its clients (individuals, business entities, trusts, estates and charitable organizations, etc.) investment advisory services on a wrap- fee basis, and, to the extent specifically requested by a client, financial planning and related consulting services.

INVESTMENT ADVISORY SERVICES

The client can determine to engage B&J Advisers to provide discretionary investment advisory services on a wrap fee basis. (See discussion below). If a client determines to engage B&J Advisers on a wrap fee basis the client will pay a single fee for bundled services (i.e. investment advisory, brokerage, custody). The services included in a wrap fee agreement will depend upon each client’s particular need.

1. B&J ADVISERS ADVISORY WRAP PROGRAM

B&J Advisers provides investment management services on a wrap fee basis in accordance with B&J Advisers’ investment management wrap fee program (the “Program”). The services offered under, and the corresponding terms and conditions pertaining to, the Program are discussed in the Wrap Fee Program Brochure a copy of which is presented to all prospective Program participants. Under the Program, B&J Advisers is able to offer participants discretionary investment management services, for a single specified annual Program fee, inclusive of trade execution, custody, reporting, and investment management fees. The current annual Program fee ranges from negotiable to 2.0%, depending upon the amount and type of the Program assets.

The terms and conditions for client participation in the Program are set forth in detail in the Wrap Fee Program Brochure, which is presented to all prospective Program participants in accordance with the disclosure requirements of Part 2A Appendix 1 of Form ADV. All prospective Program participants should read both B&J Advisers Brochure and the Wrap Fee Program Brochure, and ask any corresponding questions that they may have, prior to participation in the Program. Interactive Brokers (“IB”) or COR Clearing (“COR”) shall serve as the custodian for Program accounts. Please Note: Clients who select *IB* or *COR* as their custodian for their Program account shall not be responsible for commission expenses but shall be responsible for transaction costs.

In the event that a client should choose to engage B&J Advisers to provide investment advisory services and determine not to custody their assets with IB or COR, B&J Advisers may recommend Claraphi Advisory Network ("Claraphi"), in its capacity as an unaffiliated SEC registered, investment adviser. As discussed further below, Claraphi Advisory Network LLC utilizes FolioFN Investments, Inc. ("FolioFN"), an SEC registered, FINRA member broker-dealer, for custodial services.

B&J Advisers' annual investment advisory fee shall include investment advisory services, and, to the **extent specifically requested** by the client, 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 B&J Advisers), B&J Advisers 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: As indicated in the Wrap Fee Program Brochure, participation in the Program may cost more or less than purchasing such services separately. As also indicated in the Wrap Fee Program Brochure, the Program fee charged by B&J Advisers for participation in the Program may be higher or lower than those charged by other sponsors of comparable wrap fee programs.

2. CLARAPHIADVISORY NETWORK WRAP-FEE PROGRAM

B&J Advisers is a participating investment adviser in an unaffiliated wrap fee program sponsored by *Claraphi Advisory Network LLC* ("the *Claraphi Program*"). The services offered under, and the corresponding terms and conditions pertaining to the *Claraphi Program* are discussed in the Claraphi Wrap-Fee Brochure, a copy of which is presented to all prospective *Claraphi Program* participants. Fees for the *Claraphi Program* shall be paid monthly in arrears. Clients who determine to participate in the *Claraphi Program* will pay the wrap fee directly to *Claraphi*, who, in turn, will remit a portion of the wrap fee to B&J Advisers. The advisory fee remitted to B&J Advisers is based upon an annual percentage of assets under management, and are calculated by *Claraphi* on a monthly basis. *FolioFN* or *Fidelity* shall serve as the custodian for program accounts.

Please Note: In the event that B&J Advisers is engaged to provide investment management services as part of an unaffiliated managed account program, B&J Advisers will likewise be unable to negotiate commissions and/or transaction costs.

3. GLOBAL FINANCIAL PRIVATE CAPITAL WRAP-FEE PROGRAM

B&J Advisers is a participating investment adviser in an unaffiliated wrap fee program sponsored by *Global Financial Private Capital, LLC* ("the *Global Financial Program*"). The services offered under, and the corresponding terms and conditions pertaining to the *Global Financial Program* are discussed in the Global Financial Wrap-Fee Brochure, a copy of which is presented to all prospective *Global Financial Program* participants. Fees for the *Global Financial Program* shall be paid monthly in arrears. Clients who determine to participate in the *Global Financial Program* will pay the wrap fee directly to *Global Financial*, who, in turn, will remit a

portion of the wrap fee to B&J Advisers. The advisory fee remitted to B&J Advisers is based upon an annual percentage of assets under management, and are calculated by *Global Financial* on a Quarterly basis. *Fidelity Investments LLC* shall serve as the custodian for program accounts.

Please Note: In the event that B&J Advisers is engaged to provide investment management services as part of an unaffiliated managed account program, B&J Advisers will likewise be unable to negotiate commissions and/or transaction costs

4. FINANCIAL PLANNING AND CONSULTING SERVICES (STAND-ALONE)

To the extent requested by a client, B&J Advisers *may* determine to provide financial planning and/or consulting services (including investment and non-investment related matters, including estate planning, insurance planning, etc.) on a stand-alone separate fee basis. B&J Advisers planning and consulting fees are negotiable, but generally range from \$2,500 to \$25,000 on a fixed fee basis, and from \$250 to \$1,000 on an hourly rate basis, depending upon the level and scope of the service(s) required and the professional(s) rendering the service(s). Prior to engaging B&J Advisers to provide planning or consulting services, clients are generally required to enter into a *Financial Planning and Consulting Agreement* with B&J Advisers 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 B&J Advisers commencing services. If requested by the client, B&J Advisers may recommend the services of other professionals for implementation purposes, including certain of B&J Advisers' representatives in their individual capacities as registered representatives of Benjamin & Jerold Brokerage I ("*BJB*") and/or as licensed insurance agents. (**See** disclosure at Item 10 C.1 and Item 10 C.8). 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 B&J Advisers. **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 and not B&J Advisers. Clients are also reminded that they have certain rights under state and federal laws and nothing contained above shall be deemed a waiver of those rights. **Please Also Note:** Each client is advised that it remains the client's responsibility to promptly notify B&J Advisers if there is ever any change in client's financial situation or investment objectives for the purpose of reviewing/evaluating/revising B&J Adviser's previous recommendations and/or services.

5. B&J ADVISERS ADVISORY ESOP PROGRAM

B&J Advisers may provide specialized investment advisory services specific to Employee Stock Ownership Plans ("ESOP") plans that are administered by qualified global administrators and held in custody by a qualified global custodian.

B&J Advisers receives as full compensation for its investment advisory services a

fee based upon a percentage of assets under management. The manner in which these fees are charged is established in a client's written agreement with Benjamin & Jerold Advisers. Fees are billed on a quarterly basis in arrears each calendar quarter. Accounts initiated or terminated during a calendar quarter will be charged a prorated fee. Upon termination of any account, any earned, unpaid fees will be due and payable.

There will be no brokerage commissions, transaction fees or other related costs and expenses incurred by the client. However, a client could incur a transfer fee, wire transfer, or electronic fund fee in the case of a non-qualified withdrawal from the ESOP plan. Mutual Funds and Exchange Traded Funds ("ETF's") also charge internal management fees, which are disclosed in a fund's prospectus. Such charges and fees are exclusive of and in addition to the Firm's fee, and the firm would not receive any portion of these commissions, fees, and costs.

6. MISCELLANEOUS

Non-Investment Consulting/Implementation Services. If requested by the client, B&J Advisers *may* provide consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. Neither B&J Advisers, nor any of its representatives, serves as an attorney and no portion of B&J Advisers' services should be construed as same. To the extent requested by a client, B&J Advisers may recommend the services of other professionals for certain non-investment implementation purposes (i.e. attorneys, accountants, insurance, etc.), including representatives of B&J Advisers in their separate registered/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 B&J Advisers. **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:** Each client is advised that it remains the client's responsibility to promptly notify B&J Advisers if there is ever any change in client's financial situation or investment objectives for the purpose of reviewing/evaluating/ revising B&J Advisers' previous recommendations and/or services.

Alternative Investments. B&J Advisers may provide investment advice regarding unaffiliated alternative investments. B&J Advisers' role relative to the alternative investments shall be limited to its initial and ongoing due diligence and investment monitoring services. If a client determines to become an alternative investment investor, the amount of assets invested shall be included as part of "assets under management" for purposes of B&J Advisers calculating its investment advisory fee.

Conflicts of Interest – Alternative Investments. If requested, the client can engage certain of B&J Advisers' representatives, in their individual capacities as registered representatives of *BJB*, an SEC-registered and FINRA member broker-

dealer, to implement investments on a commission basis in alternative investments. Certain of B&J Advisers' related persons have financial interests and/or warrants to purchase additional interests in the same alternative investments.

The recommendation by B&J Advisers related persons that clients purchase interests in alternative investments on a commission basis, in which B&J Advisers related persons also have a financial interest presents a material conflict of interest - because B&J Advisers related persons may have the incentive to recommend that a client make such an investment based upon the overall success of the alternative investment in which B&J Advisers related persons have a personal interest, as opposed to a particular client's need.

To address these material conflicts of interest:

1. B&J Advisers does not recommend, without specific disclosure, that clients allocate investment assets in any alternative investments in which B&J Advisers and/or its related persons also have a financial interest;
2. B&J Advisers does not have, nor will it exercise, any discretionary authority to place any client assets in any alternative investments in which B&J Advisers and/or its related persons also have a financial interest;
3. B&J Advisers reminds its clients in Form ADV where appropriate, and before they consider allocating investment assets that they are under absolutely no obligation to consider or make an investment in alternative investments;
4. Before a client allocates investment assets in any alternative investments in which B&J Advisers and/or its related persons also have a financial interest, clients are required to sign an alternative investment acknowledgment form, which identifies the particular alternative investment at issue and the conflicts associated with the sale of that particular alternative investment; and
5. B&J Advisers' Chief Compliance Officer, Terence Dolan, remains available to address any questions that a client or prospective client may have regarding the above **material conflicts of interest**.

Please Note: Alternative investments 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 alternative investment's offering documents, which will be provided to each client for review and consideration. Unlike liquid investments that a client may maintain, alternative investments 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 alternative investment, and acknowledges and accepts the various risk factors that are associated with such an investment.

Please Also Note: Valuation. The value(s) for all alternative investments owned by the client shall reflect the most recent valuation provided by the investment sponsor. If no subsequent valuation post purchase is provided by the investment sponsor, then the valuation shall reflect initial purchase price. If the valuation reflects the initial purchase price (and/or a value as of a previous date), then the current value(s) (to the extent ascertainable) could be significantly more or less than original purchase price. If, in the rare instance that B&J Advisers believes that it should undertake an analysis of the value provided, B&J Advisers will base such analysis on its knowledge of the security and current market conditions, and, to the extent available/applicable, compare the value to similarly situated publicly traded companies. If B&J Advisers receives information it deems material to the value of the alternative investment, it shall take reasonable measures to confirm such information with the investment sponsor and contact the client to communicate such information.

Independent Managers. B&J Advisers 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. B&J Advisers 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 B&J Advisers 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.

Trade Error Policy. B&J Advisers shall reimburse accounts for losses resulting from B&J Advisers' trade errors, but shall not credit accounts for such errors resulting in market gains. The gains and losses are reconciled within B&J Advisers custodian firm account and B&J Advisers retains the net gains and losses.

Client Obligations. In performing its services, B&J Advisers 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 B&J Advisers if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising B&J Advisers' previous recommendations and/or services.

- C. B&J Advisers 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, B&J

Advisers 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 B&J Adviser's services.

- D. B&J Advisers only manages client accounts on a wrap fee basis. As stated above, if a client determines to engage B&J Advisers on a wrap fee basis the client will pay a single fee for bundled services (i.e. investment advisory, brokerage, custody) (**See** Item 4.B). The services included in a wrap fee agreement will depend upon each client's particular need. **Please Note:** When managing a client's account on a wrap fee basis, B&J Advisers, after its payment of all other costs included in the wrap fee (transaction fees, custodial charges, etc.), shall retain the balance of the wrap fee as compensation for its services.
- E. As of December 31, 2013, B&J Advisers had \$0.00 in assets under management on a discretionary basis and \$0.00 in assets under management on a non- discretionary basis.

Item 5 Fees and Compensation

A. BENJAMIN & JEROLD ADVISERS WRAP PROGRAM FEES

BENJAMIN & JEROLD WRAP-FEE PROGRAM

If a client determines to engage B&J Advisers to provide investment management services on a wrap fee basis in accordance with B&J Advisers Program, the services offered under, and the corresponding terms and conditions pertaining to, the Program are discussed in the Wrap Fee Program Brochure, a copy of which is presented to all prospective Program participants. Under the Program, B&J Advisers is able to offer participants discretionary investment management services, for a single specified annual Program fee, inclusive of trade execution, custody, reporting, and investment management fees. The current annual Program fee ranges from negotiable to 2.00%, depending upon the amount and type of the Program assets.

CLARAPHI WRAP-FEE PROGRAM

B&J Advisers is a participating investment adviser in an unaffiliated wrap fee program sponsored by *Claraphi* ("the *Claraphi Program*"). The services offered under, and the corresponding terms and conditions pertaining to the *Claraphi Program* are discussed in the Claraphi Wrap-Fee Brochure, a copy of which is presented to all prospective *Claraphi Program* participants. Fees for the *Claraphi Program* shall be paid monthly in arrears. Clients who determine to participate in the *Claraphi Program* will pay the wrap fee directly to *Claraphi*, who, in turn, will remit a portion of the wrap fee to B&J Advisers. The advisory fee remitted to B&J Advisers is based upon an annual percentage of assets under management, and are calculated by *Claraphi* on a monthly basis. *FolioFN* shall serve as the custodian for program accounts.

GLOBAL FINANCIAL PRIVATE CAPITAL WRAP-FEE PROGRAM

B&J Advisers is a participating investment adviser in an unaffiliated wrap fee program sponsored by *Global Financial Private Capital, LLC* (“the *Global Financial Program*”). The services offered under, and the corresponding terms and conditions pertaining to the *Global Financial Program* are discussed in the Global Financial Wrap-Fee Brochure, a copy of which is presented to all prospective *Global Financial Program* participants. Fees for the *Global Financial Program* shall be paid monthly in arrears. Clients who determine to participate in the *Global Financial Program* will pay the wrap fee directly to *Global Financial*, who, in turn, will remit a portion of the wrap fee to B&J Advisers. The advisory fee remitted to B&J Advisers is based upon an annual percentage of assets under management, and are calculated by *Global Financial* on a Quarterly basis. *Fidelity Investments LLC* shall serve as the custodian for program accounts.

FINANCIAL PLANNING AND CONSULTING SERVICES (STAND-ALONE)

To the extent specifically requested by a client, B&J Advisers *may* determine to provide financial planning and/or consulting services (including investment and non-investment related matters, including estate planning, insurance planning, etc.) on a stand-alone fee basis. B&J Advisers planning and consulting fees are negotiable, but generally range from \$2,500 to \$25,000 on a fixed fee basis, and from \$250 to \$1,000 on an 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 B&J Advisers advisory fees deducted from their custodial account. Both B&J Advisers *Investment Advisory Agreement* and the custodial/clearing agreement may authorize the custodian to debit the account for the amount of B&J Advisers’ investment advisory fee and to directly remit that management fee to B&J Advisers in compliance with regulatory procedures. In the limited event that B&J Advisers bills the client directly, payment is due upon receipt of B&J Advisers invoice. B&J Advisers shall deduct fees and/or bill clients quarterly in advance, 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, B&J Advisers shall generally recommend that *IB*, *COR* and/or *FolioFN* serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as *IB*, *COR* and/or *FolioFN* 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 B&J Advisers’ 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).

Participants in the B&J Advisers Advisory or the Claraphi wrap-fee programs (the “wrap programs”) **will not** incur brokerage commissions and/or transaction fees in addition to the program fees (with the exception of those clients who participate in the B&J Advisers Advisory Wrap Program who select *Ameritrade* or *COR* as their account custodian – those clients will not incur brokerage commissions but will incur transaction fees).

Participants in the wrap programs will incur certain charges and administrative fees, including, but not limited to, fees charged by *Independent Managers*, transaction charges (including mark-ups and mark-downs) resulting from trades effected through or with a broker-dealer other than the custodian, alternative investment fees, wire fees, short term redemption fees, bond concessions, and loads. Participants may also incur transfer taxes, odd lot differentials, exchange fees, interest charges, American Depository Receipt agency processing fees, and any charges, taxes or other fees mandated by any federal, state or other applicable law or otherwise agreed to with regard to client accounts. Such fees and expenses are in addition to the Program’s wrap fee.

Tradeaway/Prime Broker Fees. Relative to its discretionary investment management services, when beneficial to the client, individual fixed income transactions may be effected through broker-dealers other than the account custodian, in which event, the client generally will incur both the fee (commission, mark-up/mark-down) charged by the executing broker-dealer and a separate “tradeaway” and/or prime broker fee charged by the account custodian (*IB, COR and/or FolioFN*).

- D. B&J Advisers annual investment advisory fee shall be prorated and paid quarterly, in advance, based upon the market value of the assets on the last business day of the previous quarter. B&J Advisers, 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.).

The *Investment Advisory Agreement* between B&J Advisers 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, B&J Advisers shall refund the pro-rated portion of the advanced advisory fee paid based upon the number of days remaining in the billing quarter.

- E. **Securities Commission Transactions.** In the event that the client desires, the client can engage certain of B&J Advisers representatives, in their individual capacities as registered representatives of *BJB*, an SEC registered and FINRA

member broker-dealer, to implement investment recommendations on a commission basis. In the event the client chooses to purchase investment products through *BJB*, *BJB* will charge brokerage commissions to effect securities transactions, the majority of which commissions *BJB* shall pay to B&J Advisers representatives, as applicable. The brokerage commissions charged by *BJB* may be higher or lower than those charged by other broker-dealers. In addition, *BJB*, as well as B&J Advisers representatives, relative to commission mutual fund purchases, may also receive additional ongoing 12b-1 trailing commission compensation directly from the mutual fund company during the period that the client maintains the mutual fund investment.

1. **Conflict of Interest:** The recommendation that a client purchase a commission product from *BJB* presents a **conflict of interest**, as the receipt of commissions may provide an incentive to recommend investment products based on commissions to be received, rather than on a particular client's needs. No client is under any obligation to purchase any commission products from *BJB*. **B&J Advisers Chief Compliance Officer, Terence Dolan, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.**
2. **Please Note:** Clients may purchase investment products recommended by B&J Advisers through other non-affiliated broker dealers or agents.
3. B&J Advisers does not receive more than 50% of its revenue from advisory clients as a result of commissions or other compensation for the sale of investment products B&J Advisers recommends to its clients.
4. When B&J Advisers' representatives sell an investment product on a commission basis, B&J Advisers does not charge an advisory fee in addition to the commissions paid by the client for such product. When providing services on an advisory fee basis, B&J Advisers' representatives do not also receive commission compensation for such advisory services (except for any ongoing 12b-1 trailing commission compensation that may be received as previously discussed). **However**, a client may engage B&J Advisers to provide investment management services on an advisory fee basis and separate from such advisory services purchase an investment product from B&J Advisers' representatives on a separate commission basis.

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

B&J Advisers and its supervised sub-advisors may accept performance-based fees from clients that choose performance based products.

These products are not for all investors or investment products. Client suitability and investment goals and objectives must be considered.

The following is an excerpt of a sample Client / Adviser disclosure:

Compensation. As compensation for its management services hereunder during the term of this Agreement, the Investment Manager shall be entitled to, and the Client shall pay to the Investment Manager in arrears, the Management Fees and Performance Fees (as such terms are defined below) with respect to the Account computed in accordance with, and payable as stated in, this Section. Fees shall be paid not later than the tenth calendar day of the month immediately following the month for which the applicable fee is earned. The Client hereby authorizes the Custodian to deduct from the Account and pay to the Investment Manager on the submission of an invoice in arrears the Management Fee and the Performance Fee, if any, applicable to such Account for each month. The Investment Manager will send to the Client a monthly statement showing the amount of each fee due, the Account value or Account Asset value on which the fee is based (as applicable) and the calculation of the fees. Client is responsible for verifying fee computations. The Custodian will send the Client a monthly statement showing all amounts paid from the Account, including all fees paid by Custodian to the Investment Manager. The Client shall take such further actions and execute such further written instructions, instruments, agreements and documents as the broker or the Custodian may reasonably require in order to fulfill the intent and purposes of this Agreement. The Investment Manager reserves the right to negotiate different fees for different clients and share any portion of these fees with third parties in accordance with regulatory and industry standards. The assets, liabilities and performance attributable to one Account shall not impact the calculation of the assets, liabilities or performance attributable to any other Account or client.

Definitions.

"Net Assets" for purposes of calculating the management fees due under this Agreement means the Account's total assets less the total liabilities. The value of any privately placed or otherwise restricted or illiquid securities purchased for the Account shall be determined on the basis of the then-most-recent valuations or other reports provided by the issuer, and if no such reports have been provided, then the value shall be (A) as determined by the Investment Manager in its discretion (using such valuation methods as the Investment Manager may determine to be fair and reasonable under the circumstances) or (B) the historical cost of the security purchased by the Account, whichever is lower.

"Preferred Return" means, as to any Account asset, a preferred return on the Client's contributed capital with respect to the Account asset accrued at the non-compounded rate of ____ per annum. In the case of any Account asset as to which Client makes an additional or follow-on investment, the Preferred Return shall be calculated separately for each additional or follow-on investment.

"Unreturned Capital" means, as to any Account asset, the amount of Client contributed capital that has not been returned to the Client under clause (B) of Section 0.

Management Fee. The Client shall pay the Investment Manager a monthly fixed **"Management Fee"** at the rate of _____ percent of the month-end Net Assets in the Account (approximately _____ annually), whether or not the Account realizes profits.

The Investment Manager may, in its sole and absolute discretion, waive or reduce the Management Fee with respect to any Account.

Performance Fee. The “**Performance Fee**” payable to the Investment Manager shall be a portion of the distributions, if any, from each Account asset as determined in accordance with this paragraph. All distributions and other receipts received in respect of an Account asset shall be allocated to the Client and to the Investment Manager in the following rank and order: (A) *first*, to the Client, in respect of its accrued but unpaid Preferred Return; (B) *second*, to the Client, to the extent of its Unreturned Capital until the contributed capital has been fully returned; and (C) *thereafter*, _____ percent to the Investment Manager as its Performance Fee and the remainder to the Client. If the Account is closed or its assets are withdrawn by the Client before the end of a month, the closing date for purposes of calculating the Performance Fee will be deemed to be the end of the month in which the Account is closed. The Investment Manager may, in its sole and absolute discretion, waive or reduce the Performance Fee with respect to any Account.

The performance based fee calculation is as follows:

The investor receives 100% of his capital contribution back plus the 10% hurdle before we begin the performance split. We do not charge any management fees of any kind. Purely performance based. The 10% hurdle begins accruing on the date of the investment. The investor receives 100% of his capital contribution back plus the 10% hurdle before we begin the performance split. The performance fee is 65/35 split with 65 going to the investor with the 10% hurdle.

Once the capital has been returned and the hurdle achieved then we will be able to bill the account at Folio and take our fee. The time frame for this is stated in the agreement as follows, “Fees shall be paid not later than the tenth calendar day of the month immediately following the month for which the applicable fee is earned”.

Item 7 Types of Clients

B&J Advisers’ clients shall generally include individuals, business entities, trusts, estates, and charitable organizations. B&J Advisers, 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.).

B&J Advisors does not have a minimum account required of its clients

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

A. B&J Advisers may utilize the following methods of security analysis:

- Charting - (analysis performed using patterns to identify current trends and trend reversals to forecast the direction of prices)
- 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)

B&J Advisers 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)
- Trading (securities sold within thirty (30) days)
- Margin Transactions (use of borrowed assets to purchase financial instruments)
- Options (contract for the purchase or sale of a security at a predetermined price during a specific period of time)

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 B&J Advisers) will be profitable or equal any specific performance level(s).

B. B&J Advisers' 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 B&J Advisers must have access to current/new market information. B&J Advisers has no control over the dissemination rate of market information; therefore, unbeknownst to B&J Advisers, certain analyses may be compiled with outdated market information, severely limiting the value of B&J Advisers' 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.

B&J Advisers' primary investment strategies - Long Term Purchases, Short Term Purchases, and Trading - 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. Trading, an investment strategy that requires the purchase and sale of securities within a thirty (30) day investment time period, involves a very short investment time period but will incur higher transaction costs when compared to a short term investment strategy and substantially higher transaction costs than a longer term investment strategy.

In addition to the fundamental investment strategies discussed above, B&J Advisers may also implement and/or recommend – use of margin and/or options transactions. Each of these strategies has a high level of inherent risk. (See discussion below).

Margin is an investment strategy with a high level of inherent risk. A margin transaction occurs when an investor uses borrowed assets to purchase financial instruments. The investor generally obtains the borrowed assets by using other securities as collateral for the borrowed sum. The effect of purchasing a security using margin is to magnify any gains or losses sustained by the purchase of the financial instruments on margin. **Please Note:** To the extent that a client authorizes the use of margin, and margin is thereafter employed by B&J Advisers in the management of the client's investment portfolio, the market value of the client's account and corresponding fee payable by the client to B&J Advisers may be increased. As a result, in addition to understanding and assuming the additional principal risks associated with the use of margin, clients authorizing margin are advised of the potential **conflict of interest** whereby the client's decision to employ margin *may* correspondingly increase the management fee payable to B&J Advisers. Accordingly, the decision as to whether to employ margin is left totally to the discretion of client.

The use of options transactions as an investment strategy involves a high level of inherent risk. Option transactions establish a contract between two parties concerning the buying or selling of an asset at a predetermined price during a specific period of time. During the term of the option contract, the buyer of the option gains the right to demand fulfillment by the seller. Fulfillment may take the form of either selling or purchasing a security depending upon the nature of the option contract. Generally, the purchase or the recommendation to purchase an option contract by B&J Advisers shall be with the intent of offsetting/"hedging" a potential market risk in a client's portfolio. **Please Note:** Although the intent of the options-related transactions that may be implemented by B&J Advisers is to hedge against principal risk, certain of the options-related strategies (i.e. straddles, short positions, etc.), may, in and of themselves, produce principal volatility and/or risk. Thus, a client must be willing to accept these enhanced volatility and principal risks associated with such strategies. In light of these

enhanced risks, client may direct B&J Advisers, in writing, not to employ any or all such strategies for his/her/their/its accounts.

- C. Currently, B&J Advisers primarily allocates client investment assets among various mutual funds and/or exchange traded funds and *Independent Manager[s]*, on a discretionary basis in accordance with the client's designated investment objective(s). (**See *Independent Manager[s]*** above).

Item 9 Disciplinary Information

B&J Advisers has not been the subject of any disciplinary actions.

Item 10 Other Financial Industry Activities and Affiliations

- A. As disclosed above in Item 5.E, certain of B&J Advisers' representatives are also registered representatives of *BJB*, an SEC registered and FINRA member broker-dealer.
- B. Neither B&J Advisers, 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. **Registered Representatives of *BJB***. As disclosed above in Item 5.E, certain of B&J Advisers' representatives are registered representatives of *BJB*, an SEC Registered and FINRA member broker-dealer. Clients may choose to engage certain of B&J Advisers' representatives, in their individual capacities as registered representatives of *BJB*, to effect securities brokerage transactions on a commission basis.

Conflict of Interest: The recommendation that a client purchase a commission product from *BJB* presents a conflict of interest, as the receipt of commissions may provide an incentive to recommend investment products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any commission products from B&J Advisers' representatives in their separate and individual capacities as registered representatives of *BJB*. **B&J Advisers Chief Compliance Officer, Terence Dolan, remains available to address any questions that a client or prospective client may have regarding this potential conflict of interest.**

Affiliated Insurance Agency and Licensed Insurance Agents. Envida Life is an affiliated licensed insurance agency. In addition, certain of B&J Advisers'

representatives, in their individual capacities, are licensed insurance agents, and may recommend the purchase of certain insurance-related products on a commission basis. As referenced in Item 4.B above, clients can engage certain of B&J Advisers' representatives to purchase insurance products on a commission basis.

Conflict of Interest: The recommendation by B&J Advisers representatives that a client purchase a securities or insurance commission product presents a **conflict of interest**, as the receipt of commissions may provide an incentive to recommend investment products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any commission products from B&J Advisers' representatives. Clients are reminded that they may purchase insurance products or securities recommended by B&J Advisers through other non-affiliated broker-dealers or insurance agents. **B&J Advisers Chief Compliance Officer, Terence Dolan, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.**

- D. B&J Advisers does not receive, directly or indirectly, compensation from investment advisors that it recommends or selects for its clients.

Item 11 Code of Ethics, Participation in Client Transactions & Personal Trading

- A. B&J Advisers maintains an investment policy relative to personal securities transactions. This investment policy is part of B&J Advisers overall Code of Ethics, which serves to establish a standard of business conduct for all of B&J Advisers' 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, B&J Advisers also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by B&J Advisers or any person associated with B&J Advisers.

- B. Except as stated immediately below, neither B&J Advisers nor any related person of B&J Advisers recommends, buys, or sells for client accounts, securities in which B&J Advisers or any related person of B&J Advisers has a material financial interest:

Conflicts of Interest – Alternative Investments. If requested, the client can engage certain of B&J Advisers' representatives, in their individual capacities as registered representatives of *BJB*, an SEC-registered and FINRA member broker-dealer, to implement investments on a commission basis in alternative investments. Certain of B&J Advisers' related persons have financial interests and/or warrants to purchase additional interests in the same alternative investments.

The recommendation by B&J Advisers related persons that clients purchase interests in alternative investments on a commission basis, in which B&J Advisers related persons also have a financial interest presents a material conflict of interest - because B&J Advisers related persons may have the incentive to recommend that a client make such an investment based upon the overall success of the alternative investment in which B&J Advisers related persons have a personal interest, as opposed to a particular client's need.

To address these material conflicts of interest:

1. B&J Advisers does not recommend, without specific disclosure, that clients allocate investment assets in any alternative investments in which B&J Advisers and/or its related persons also have a financial interest;
 2. B&J Advisers does not have, nor will it exercise, any discretionary authority to place any client assets in any alternative investments in which B&J Advisers and/or its related persons also have a financial interest;
 3. B&J Advisers reminds its clients in Form ADV where appropriate, and before they consider allocating investment assets that they are under absolutely no obligation to consider or make an investment in alternative investments;
 4. Before a client allocates investment assets in any alternative investments in which B&J Advisers and/or its related persons also have a financial interest, clients are required to sign an alternative investment acknowledgment form, which identifies the particular alternative investment at issue and the conflicts associated with the sale of that particular alternative investment; and
 5. B&J Advisers' Chief Compliance Officer, Terence Dolan, remains available to address any questions that a client or prospective client may have regarding the above **material conflicts of interest**.
- C. B&J Advisers and/or representatives of B&J Advisers *may* buy or sell securities that are also recommended to clients, which purchases may be made in the separate capacity as a registered representative of a broker-dealer. In fact, as stated above, B&J Advisers' related persons have financial interests in some of the alternative investments that they recommend on a commission in their separate capacities as registered representatives of *BJB*. This practice may create a situation where B&J Advisers and/or representatives of B&J Advisers are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a **material 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 B&J Advisers 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 B&J Adviser’s clients) and other potentially abusive practices.

To address this **material conflict of interest**, B&J Advisers has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of B&J Advisers “Access Persons.” B&J Advisers securities transaction policy requires that an Access Person of B&J Advisers 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 B&J Advisers selects; provided, however that at any time that B&J Advisers has only one Access Person, he or she shall not be required to submit any securities report described above. Further, all Access Persons must submit to a pre-clearance review before investing in any alternative investments that are also recommended by B&J Advisers related persons in their separate capacities as registered representatives of a broker-dealer. Finally, an Access Person is also required to obtain the pre-approval of the Chief Compliance Officer before engaging in any outside business activities that may be required for the Access Person to acquire an interest in an alternative investment or alternative investment company. B&J Advisers personal securities transaction policy dictates that any proposed transaction will not be pre-approved by the Chief Compliance Officer if it would constitute or result in “scalping,” “front-running,” or other potentially abusive practices to the detriment of B&J Advisers clients.

- D. B&J Advisers and/or representatives of B&J Advisers (in the capacity as an investment advisor representative of B&J Advisers or in a separate and individual capacity as a registered representative of a broker-dealer) *may* buy or sell securities, at or around the same time as those securities are recommended to clients. This practice creates a situation where B&J Advisers and/or representatives of B&J Advisers 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., B&J Advisers has a personal securities transaction policy, which prohibits any potential trades that would constitute or result in “scalping,” “front-running,” or other potentially abusive practices to the detriment of B&J Advisers clients.

Item 12 Brokerage Practices

- A. In the event that the client requests that B&J Advisers recommend a broker-

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

Factors that B&J Advisers considers in recommending *IB, COR and/or FolioFN* (or any other broker-dealer/custodian to clients) include historical relationship with B&J Advisers, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by B&J Advisers clients shall comply with B&J Advisers 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 B&J Advisers 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 B&J Advisers 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, B&J Advisers' investment management fee. B&J Advisers 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. B&J Advisers does not receive without specific disclosure to clients any referrals from broker-dealers.
2. B&J Advisers 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 B&J Advisers 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 B&J Advisers. 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 B&J Advisers 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 B&J Advisers.

B&J Advisers Chief Compliance Officer, Terence Dolan, remains available to address any questions that a client or prospective client may have regarding the above arrangement.

- B. To the extent that B&J Advisers provides investment management services to its clients, the transactions for each client account generally will be effected independently, unless B&J Advisers decides to purchase or sell the same securities for several clients at approximately the same time. B&J Advisers 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 B&J Advisers 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. B&J Advisers 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 B&J Advisers provides investment supervisory services, account reviews are conducted on an ongoing basis by B&J Advisers Principals and representatives. All investment supervisory clients are advised that it remains their responsibility to advise B&J Advisers 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 B&J Advisers on an annual basis.
- B. B&J Advisers **may** conduct account reviews on another 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/or regular written summary account statements directly from the broker- dealer/custodian and/or program sponsor for the client accounts. B&J Advisers may also provide a written periodic report summarizing account activity and performance.

Item 14 Client Referrals and Other Compensation

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

Item 15 Custody

B&J Advisers 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/or regular written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. B&J Advisers may also provide a written periodic report summarizing account activity and performance.

Please Note: To the extent that B&J Advisers provides clients with periodic account statements or reports, the client is urged to compare any statement or report provided by B&J Advisers with the account statements received from the account custodian.

Please Also Note: The account custodian does not verify the accuracy of B&J Advisers advisory fee calculation.

Item 17 Voting Client Securities

- A. B&J Advisers does not vote client proxies. Clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially 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 B&J Advisers to discuss any questions they may have with a

particular solicitation.

Item 18 Financial Information

- A. B&J Advisers does not solicit fees of more than \$500. per client, six months or more in advance.
- B. B&J Advisers 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. B&J Advisers has not been the subject of a bankruptcy petition.

ANY QUESTIONS: B&J Advisers' Chief Compliance Officer, Terence Dolan, remains available to address any questions that a client or prospective client may have regarding the above disclosures and arrangements.

Item 19 Additional Requirements for State Advisors

- A. The Chief Compliance Officer is Terence P, Dolan. Mr. Dolan has a BA in Economics and Finance and a Master in Finance and over 35 years experience in the financial industry. Mr. Dolan is also the managing member of Benjamin Jerold Brokerage LLC. He maintains the series 7,63,24,55.
- B. The Firm and its supervised personal may be compensated for advisory services with performance based fees, to be calculated as follows:

It should be noted that performance-based compensation may create an incentive for the advisor to recommend an investment strategy that may carry a higher degree of risk to the client.

B&J Advisers Chief Compliance Officer, Terence Dolan, remains available to address any questions that a client or prospective client may have regarding this potential conflict of interest.

