

Compton Financial Group, LLC

Firm Brochure - Form ADV Part 2A

This brochure provides information about the qualifications and business practices of Compton Financial Group, LLC. If you have any questions about the contents of this brochure, please contact us at (410) 321-0168 or by email at: chris@comptonfinancial.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 Compton Financial Group, LLC is also available on the SEC's website at www.adviserinfo.sec.gov. Compton Financial Group, LLC's CRD number is: 166912

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Registration does not imply a certain level of skill or training.

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Item 2: Material Changes

Compton Financial Group, LLC has the following material changes to report. This list summarizes changes to policies, practices or conflicts of interests only.

- Compton Financial Group, LLC has transitioned to registration with the United States Securities and Exchange Commission from its prior registration at the state level.
- Compton Financial Group, LLC no longer participates in a Wrap Fee Program.
- In addition to Investment Supervisory Services and Financial Planning, Compton Financial Group, LLC will provide Retirement Plan Consulting Services to Plan Sponsors.

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Item 4: Advisory Business

A. Description of the Advisory Firm

Compton Financial Group, LLC is a Limited Liability Company organized in the state of Maryland. The firm was formed in since January of 2013. The principal owner is RL Compton & Associates, Inc., which is owned by Christopher P. Compton.

B. Types of Advisory Services

Compton Financial Group, LLC (hereinafter "CFG") offers the following services to advisory clients:

Investment Supervisory Services

CFG offers ongoing portfolio management services based on the individual goals, objectives, time horizon, and risk tolerance of each client. Investment Supervisory Services include, but are not limited to, the following:

- Investment strategy
- Asset selection
- Risk tolerance
- Asset allocation
- Regular portfolio monitoring

CFG evaluates the current investments of each client with respect to their risk tolerance levels and time horizon. CFG will request discretionary authority from clients in order to select securities and execute transactions without permission from the client prior to each transaction. .

Financial Planning

Prior to engaging CFG to provide planning or consulting services, clients are generally required to enter into a Financial Planning and Consulting Agreement with CFG setting forth the terms and conditions of the engagement (including termination), describing the scope of the services to be provided, the portion of the fee that is due from the client prior to CFG commencing services. If requested by the client, CFG may recommend the services of other professionals for implementation purposes, including certain CFG representatives in their individual capacities as CFG representatives of LPL Financial ("LPL") and/or in their capacities as licensed insurance agents. (See disclosure below at Items 10C below). The client is under no obligation to engage the services of any such recommended professionals. The client retains absolute discretion over all such

implementation decisions and is free to accept or reject any recommendation from CFG. 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 CFG if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising CFG's recommendations and/or services.

Retirement Plan Consulting Services

We also provide several advisory services separately or in combination. The primary clients for these services will be the sponsors of pension, profit sharing and 401(k) plans.

Retirement Plan Consulting Services are generally comprised of fiduciary services and non-fiduciary services at both the plan level and participant level. With regard to fiduciary services, we provide clients (i.e. Plan Sponsors) with plan-level non-discretionary investment advice services, participant-level discretionary investment management services under Section 3(38) of ERISA, and participant-level non-discretionary investment advice services.

With regard to non-fiduciary services, we provide plan-level services and participant-level services. Clients (i.e. Plan Sponsors) may choose to use any or all of the services described below.

FIDUCIARY SERVICES

I. PLAN-LEVEL NON-DISCRETIONARY INVESTMENT ADVICE SERVICES

- A. *Investment Policy Design* - CFG will assist Client in the development of an investment policy statement (IPS). The IPS establishes the investment policies and objectives for the Plan and shall set forth the number of general investment options and asset class categories to be offered under the Plan. Client shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt and amend the IPS.
- B. *Investment Selection* - CFG will provide non-discretionary investment advice to Client about asset classes and investment alternatives available for the Plan in accordance with the Plan's investment policies and objectives. CFG will utilize multiple analytic tools and databases at its disposal. Client shall have the final decision-making authority regarding the initial selection, retention, removal and addition of investment options.
- C. *ERISA 404(c) Investment Selection* - CFG will assist Client with the selection of a broad range of investment options consistent with ERISA Section 404(c) and the regulations thereunder. Client shall have the final decision-making authority regarding the selection of investment options. Client

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retains the sole responsibility to provide all notices to participants required under ERISA section 404(c).

- D. *Investment Monitoring* - CFG will assist Client in monitoring investment options by preparing periodic investment reports that document investment performance, consistency of fund management and conformance to the guidelines set forth in the IPS and make recommendations to maintain or remove and replace investment options. CFG will meet with the Client in-person, telephonically, or by electronic means at least annually to discuss the reports and the investment recommendations. Client has the authority and will be solely responsible for the actual selection or replacement of investment options.
- E. *Selection of QDIA* - CFG will provide non-discretionary investment advice to Client with respect to the selection of a qualified default investment alternative ("QDIA") for participants who are automatically enrolled in the Plan or who otherwise fail to make an investment election. Client shall have the final decision-making authority regarding the selection of the QDIA and Client retains the sole responsibility to provide all notices to participants required under ERISA Section 404(c)(5).

II. PARTICIPANT-LEVEL DISCRETIONARY INVESTMENT MANAGEMENT SERVICES UNDER SECTION 3(38) OF ERISA

- A. *Discretionary Investment Management* - CFG will provide ERISA section 3(38) discretionary investment management services to Plan participants as a designated investment manager.

III. PARTICIPANT-LEVEL NON-DISCRETIONARY INVESTMENT ADVICE SERVICES

- A. *Investment Selection* - CFG will provide non-discretionary investment advice to Plan participants about Plan investment alternatives. CFG will utilize multiple analytic tools and databases at its disposal. Plan participants shall have the final decision-making authority regarding the initial selection, retention, and changes in investment selections.

NON-FIDUCIARY SERVICES

I. PLAN-LEVEL SERVICES

- A. *Committee Formation, Education and Support* - CFG will help the Client establish or refine a Committee as needed. On a periodic basis, CFG will educate Plan fiduciaries on their duties and responsibilities and how to manage them as well as providing legislative and regulatory updates as necessary. Education will include general training regarding the fiduciary

duty and prohibited transaction provisions of ERISA as well as the importance of the documents and instruments governing the Plan. CFG will periodically meet with the Client to review and discuss various aspects of the Plan, which may include preparation of meeting deliverables for the Client.

- B. *Fee Analysis, Benchmarking and Negotiation* - CFG will periodically assist the Client in evaluating the reasonableness of Plan fees. This may include documenting and benchmarking both direct and indirect fees (e.g. revenue sharing payments) to help the Client understand what the Plan is paying and how it compares to other plans and products. CFG may also recommend specific steps that can be taken to reduce those fees, if applicable. When appropriate, CFG will assist the Client in negotiating fee arrangements and cost structures.
- C. *Vendor Benchmarking, Search and Selection* - CFG will periodically assist the Client by providing an analysis and comparison of the Plan's current vendor(s) products, services, and pricing to other plans and service providers.
- D. *Plan Conversion Services* - As needed, CFG will assist the Client with the conversion to a new provider's platform.
- E. *Operational Assistance and Issue Resolution* - As needed, CFG will assist the Client with resolving operational or administrative issues that may arise with the Plan. CFG may provide these services or, alternatively, may arrange for the Plan's other providers to provide these services, as agreed upon between CFG and the Client.

II. PARTICIPANT-LEVEL SERVICES

- A. *Participant Education and Communication*- CFG will periodically provide education, presentations, webinars, or written investment materials. Information provided may include a description of investment alternatives (along with the objectives and risk and return characteristics of the assets comprising the investment portfolio), hypothetical asset allocation models, or other general financial and investment concepts consistent with Department of Labor Interpretive Bulletin 96-1.

Services Limited to Specific Types of Investments

CFG generally limits its investment advice and/or money management to mutual funds, equities, bonds, fixed income, debt securities, ETFs, real estate, REITs, insurance products including annuities, and government securities. CFG may use other securities as well to help diversify a portfolio when applicable.

C. Client Tailored Services and Client Imposed Restrictions

CFG 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, CFG shall allocate and/or recommend that the client allocate investment assets consistent with the designated investment objective(s).

Clients may not impose restrictions in investing in certain securities or types of securities in accordance with their values or beliefs.

D. Wrap Fee Programs

CFG does not participate in a wrap fee program.

E. Amounts Under Management

CFG has the following assets under management:

Discretionary Amounts:	Non-discretionary Amounts:	Date Calculated:
\$91,847,324.00	\$0.00	01/2015

F. Miscellaneous

Non-Investment Consulting/Implementation Services

To the extent requested by the client, CFG may provide consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. Neither CFG, nor any of its representatives, serves as an attorney or accountant and no portion of CFG services should be construed as legal or accounting services. To the extent requested by a client, CFG may recommend the services of other professionals for certain non-investment implementation purposes (i.e. attorneys, accountants, insurance, etc.), including certain of CFG's representatives in the individual capacities registered and/or 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 CFG. 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 CFG if there is every

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

Client Obligations

In performing its services, CFG 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 CFG if there is every any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising CFG's previous recommendations and/or services.

Item 5: Fees and Compensation

A. Fee Schedule

Investment Supervisory Services Fees

Total Assets Per Account	Annual Fee
Up to \$50,000	1.40%
\$50,000 - \$100,000	1.35%
\$100,001 - \$250,000	1.30%
\$250,001 - \$500,000	1.20%
\$500,001 - \$750,000	1.10%
\$750,001 - \$1,000,000	0.95%
\$1,000,001 - \$2,000,000	0.85%
Above \$2,000,000	0.75%

These fees are negotiable depending upon the needs of the client and complexity of the situation, and the final fee schedule is attached as Exhibit I of the Investment Advisory Contract. Fees are paid quarterly in advance, and clients may terminate their contracts with written notice. Fees are calculated based on the assets per account as of the last day of the previous quarter.

Refunds are given on a prorated basis, based on the number of days remaining in a quarter at the point of termination. The fee refunded will be the balance of the fees collected in

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advance minus the daily rate* times the number of days in the quarter up to the termination date. (*The daily rate is calculated by dividing the quarterly fee rate by 90 days). Clients may terminate their contract without penalty, for a full refund, within 5 business days of signing the advisory contract.

Advisory fees are withdrawn directly from the client's accounts with client written authorization. CFG will deduct fees directly from client accounts using the safeguards below:

1. CFG has written authorization from the client to deduct advisory fees from the account held with a qualified custodian.
2. The custodian will send statements, at least quarterly, to the client showing all disbursements for the custodian account, including the amount of the advisory fees.

Financial Planning Fees

CFG's Financial Planning fee will be determined based on the nature of the services being provided and the complexity of each client's circumstances. All fees are agreed upon prior to entering into a contract with any client.

Our Financial Planning fees are calculated and charged on a fixed fee basis, typically ranging from \$1,500 to \$15,000, depending on the specific arrangement reached with the client.

Alternatively, our Financial Planning fees may be calculated and charged on an hourly basis, ranging from \$150 to \$500 per hour. Although the length of time it will take to provide a Financial Plan will depend on each client's personal situation, we will provide an estimate for the total hours at the start of the advisory relationship.

CFG reserves the discretion to reduce or waive the hourly fee and/or the minimum fixed fee if a financial planning client chooses to engage us for our Investment Supervisory Services.

Retirement Plan Consulting Fees

Total Assets Under Management	NUMBER OF PARTICIPANTS					
	1-25	26-50	51-100	100-250	250-500	500+
Up to \$500,000	0.75%	0.85%	0.90%	1.00%	1.00%	1.00%
\$500,00 - \$1,000,000	0.65%	0.75%	0.85%	0.85%	0.85%	0.85%
\$1,000,000 - \$3,000,000	0.50%	0.55%	0.60%	0.70%	0.70%	0.70%
\$3,000,000 - \$5,000,000	0.40%	0.45%	0.50%	0.50%	0.50%	0.50%
\$5,000,000 - \$10,000,000	0.35%	0.35%	0.35%	0.35%	0.35%	0.35%
\$10,000,000 - \$20,000,000	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%
Above \$20,000,000	0.20%	0.20%	0.20%	0.20%	0.20%	0.20%

Employer pays - An Employer may pay our fee, paying it from the Employer's money without using the Plan's assets. Concerning a Governmental Plan, we may refuse to accept payment from an Employer if we believe that the Employer lacks authority to pay our fee.

Plan pays - A Plan may pay our fee. To do so, the Plan's Named Fiduciary or Trustee must have and use a power to pay us, or to instruct a corporate directed trustee or insurer to pay us. If the Plan pays our fee, the Named Fiduciary or Trustee decides how to allocate that expense among the Plan's accounts, which may include Participants' Plan Accounts. We never have authority to "deduct" or collect our fee from a Plan's or any person's assets. Only the Plan Sponsor can pay our fee or direct the Plan to pay our fee.

Limited Negotiability of Advisory Fees: Although CFG has established the aforementioned fee schedule(s), we retain the discretion to negotiate alternative fees on a client-by-client basis. Client facts, circumstances and needs will be considered in determining the fee schedule. These include the complexity of the client, assets to be placed under management, anticipated future additional assets; related accounts; portfolio style, account composition, reports, among other factors. The specific annual fee schedule will be identified in the contract between the adviser and each client.

Termination and Refunds: Unless the plan provider requires advisory fees to be paid in arrears, all advisory fees are billed on a quarterly basis in advance. If services are terminated mid-billing period, charges will be prorated based on the number of days that services were provided prior to receipt of notice of termination.

Advisory Fee Disclaimer: Lower fees for comparable services may be available from other sources.

Fixed and Hourly Fees

To the extent specifically requested by a client, CFG 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. CFG's planning and consulting fees are negotiable, but generally range from \$1,500 to \$15,000 on a fixed fee basis, or are provided on an hourly rate basis at \$350 per hour, depending upon the level and scope of the service(s) required and the professional(s) rendering the service(s)

B. Payment of Fees

Payment of Investment Supervisory Fees

Advisory fees are withdrawn directly from the client's accounts with client written authorization and paid quarterly in advance. Refunds are given on a prorated basis, based on the number of days remaining in a quarter at the point of termination. The fee refunded will be the balance of the fees collected in advance minus the daily rate* times the number of days in the quarter up to and including the day of termination. (*The daily rate is calculated by dividing the quarterly AUM fee by the number of days in the termination quarter). Clients may terminate their contracts without penalty, for full refund, within 5 business days of signing the advisory contract.

Payment of Financial Planning Fees

Hourly Financial Planning fees are paid via check in advance, but never more than six months in advance. Fees that are charged in advance will be refunded based on the prorated amount of work completed at the point of termination.

C. Clients Are Responsible For Third Party Fees

Clients are responsible for the payment of all third party fees (i.e. custodian fees, brokerage fees, mutual fund fees, transaction fees, etc.). Those fees are separate and distinct from the fees and expenses charged by CFG. Please see Item 12 of this brochure regarding broker/custodian.

D. Prepayment of Fees

CFG collects fees in advance. Fees that are collected in advance will be refunded based on the prorated amount of work completed at the point of termination and the total days during the billing period. Financial Planning Fees will be returned within fourteen days to the client via mailed check. Investment Supervisory Fees will be deposited back into client's account within fourteen days.

The fee refunded will be the balance of the fees collected in advance minus the daily rate* times the number of days in the quarter up to and including the day of termination. (*The daily rate is calculated by dividing the quarterly AUM fee by the number of days in the termination quarter).

E. Outside Compensation For the Sale of Securities to Clients

Christopher P. Compton in his role as registered representatives accept compensation for the sale of securities to CFG clients.

1. This is a Conflict of Interest

The supervised persons will accept compensation for the sale of securities or other investment products, including asset based sales charges or services fees from the sale of mutual funds to its clients. This presents a conflict of interest and gives the supervised person an incentive to recommend products based on the compensation received rather than on the client's needs. When recommending the sale of securities or investment products for which the supervised persons receives compensation, they will document the conflict of interest in the client file and inform the client of the conflict of interest.

2. Clients Have the Option to Purchase Recommended Products From Other Brokers

Clients always have the option to purchase CFG recommended products through other brokers or agents that are not affiliated with CFG.

3. Commissions are the Primary Source of Income for this RIA

Commissions are not CFG's primary source of compensation.

4. Advisory Fees in Addition to Commissions or Markups

Advisory fees that are charged to clients are not reduced to offset the commissions or markups on securities or investment products recommended to clients.

Item 6: Performance-Based Fees and Side-By-Side Management

CFG does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

Item 7: Types of Clients

CFG generally provides investment advice and/or management supervisory services to the following types of clients:

- ❖ Individuals
- ❖ High-Net-Worth Individuals
- ❖ Pension and Profit Sharing Plans

Minimum Account Size

There is no account minimum.

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

A. Methods of Analysis and Investment Strategies

Methods of Analysis

CFG's methods of analysis include fundamental analysis and technical analysis.

Fundamental analysis involves the analysis of financial statements, the general financial health of companies, and/or the analysis of management or competitive advantages.

Technical analysis involves the analysis of past market data; primarily price and volume.

Investment Strategies

CFG uses long term trading, short term trading, and options writing (including covered options, uncovered options, or spreading strategies).

Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

B. Material Risks Involved

Methods of Analysis

Fundamental analysis concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

Technical analysis attempts to predict a future stock price or direction based on market trends. The assumption is that the market follows discernible patterns and if these patterns can be identified then a prediction can be made. The risk is that markets do not always follow patterns and relying solely on this method may not work long term.

Investment Strategies

Long term trading is designed to capture market rates of both return and risk. Frequent trading, when done, can affect investment performance, particularly through increased brokerage and other transaction costs and taxes.

Short term trading and options writing generally hold greater risk and clients should be aware that there is a material risk of loss using any of those strategies.

Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

C. Risks of Specific Securities Utilized

CFG generally seeks investment strategies that do not involve significant or unusual risk beyond that of the general domestic and/or international equity markets. The investment types listed below (leaving aside Treasury Inflation Protected/Inflation Linked Bonds) are not guaranteed or insured by the FDIC or any other government agency.

Mutual Funds: Investing in mutual funds carries the risk of capital loss and thus you may lose money investing in mutual funds. All mutual funds have costs that lower investment returns. They can be of bond "fixed income" nature (lower risk) or stock "equity" nature (mentioned above).

Equity investment generally refers to buying shares of stocks by an individual or firms in return for receiving a future payment of dividends and capital gains if the value of the stock increases. There is an innate risk involved when purchasing a stock that it may decrease in value and the investment may incur a loss.

Treasury Inflation Protected/Inflation Linked Bonds: The Risk of default on these bonds is dependent upon the U.S. Treasury defaulting (extremely unlikely); however, they carry a potential risk of losing share price value, albeit rather minimal.

Fixed Income is an investment that guarantees fixed periodic payments in the future that may involve economic risks such as inflationary risk, interest rate risk, default risk, repayment of principal risk, etc.

Debt securities carry risks such as the possibility of default on the principal, fluctuation in interest rates, and counterparties being unable to meet obligations.

Stocks & Exchange Traded Funds (ETF): Investing in stocks & ETF's carries the risk of capital loss (sometimes up to a 100% loss in the case of a stock holding bankruptcy).

Real Estate funds face several kinds of risk that are inherent in this sector of the market. Liquidity risk, market risk and interest rate risk are just some of the factors that can influence the gain or loss that is passed on to the investor. Liquidity and market risk tend to have a greater effect on funds that are more growth-oriented, as the sale of appreciated properties depends upon market demand. Conversely, interest rate risk impacts the amount of dividend income that is paid by income-oriented funds.

REITs have specific risks including valuation due to cash flows, dividends paid in stock rather than cash, and the payment of debt resulting in dilution of shares.

Precious Metal ETFs (Gold, Silver, and Palladium Bullion backed "electronic shares" not physical metal): Investing in precious metal ETFs carries the risk of capital loss.

Long term trading is designed to capture market rates of both return and risk. Due to its nature, the long-term investment strategy can expose clients to various other types of risk that will typically surface at various intervals during the time the client owns the investments. These risks include but are not limited to inflation (purchasing power) risk, interest rate risk, economic risk, market risk, and political/regulatory risk.

Short term trading risks include liquidity, economic stability and inflation.

Options writing involve a contract to purchase a security at a given price, not necessarily at market value, depending on the market.

Past performance is not a guarantee of future returns. Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

Item 9: Disciplinary Information

A. Criminal or Civil Actions

There are no criminal or civil actions to report.

B. Administrative Proceedings

There are no administrative proceedings to report.

C. Self-regulatory Organization (SRO) Proceedings

There are no self-regulatory organization proceedings to report.

Item 10: Other Financial Industry Activities and Affiliations

A. Registration as a Broker/Dealer or Broker/Dealer Representative

Christopher P. Compton is a registered representatives of LPL Financial LLC (6413).

B. Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor

Neither CFG nor its representatives are registered as or have pending applications to become a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor.

C. Registration Relationships Material to this Advisory Business and Possible Conflicts of Interests

Christopher P. Compton is a registered representatives of LPL Financial LLC (6413). Christopher P. Compton is also licensed insurance agents. From time to time, they will offer clients advice or products from those activities. Clients should be aware that these services pay a commission and involve a conflict of interest, as commissionable products conflict with the fiduciary duties of a registered investment adviser. CFG always acts in the best interest of the client, including with respect to the sale of commissionable products to advisory clients. Clients are in no way required to implement the plan through any representative of CFG in such individual's outside capacities.

D. Selection of Other Advisers or Managers and How This Adviser is Compensated for Those Selections

Where appropriate, CFG can use third party fund managers. Selection of third party managers will be discussed and approved by client prior to entering a relationship. All assets not managed by approved third party managers will be managed by CFG.

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

A. Code of Ethics

We have a written Code of Ethics that covers the following areas: Prohibited Purchases and Sales, Insider Trading, Personal Securities Transactions, Exempted Transactions, Prohibited Activities, Conflicts of Interest, Gifts and Entertainment, Confidentiality, Service on a Board of Directors, Compliance Procedures, Compliance with Laws and Regulations, Procedures and Reporting, Certification of Compliance, Reporting Violations, Compliance Officer Duties, Training and Education, Recordkeeping, Annual Review, and Sanctions. Our Code of Ethics is available free upon request to any client or prospective client.

B. Recommendations Involving Material Financial Interests

CFG does not recommend that clients buy or sell any security in which a related person to CFG or CFG has a material financial interest.

C. Investing Personal Money in the Same Securities as Clients

From time to time, representatives of CFG may buy or sell securities for themselves that they also recommend to clients. This may provide an opportunity for representatives of CFG to buy or sell the same securities before or after recommending the same securities to clients resulting in representatives profiting off the recommendations they provide to clients. Such transactions may create a conflict of interest. CFG will always document any transactions that could be construed as conflicts of interest and will always transact client business before their own when similar securities are being bought or sold.

D. Trading Securities At/Around the Same Time as Clients' Securities

From time to time, representatives of CFG may buy or sell securities for themselves at or around the same time as clients. This may provide an opportunity for representatives of CFG to buy or sell securities before or after recommending securities to clients resulting in representatives profiting off the recommendations they provide to clients. Such

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transactions may create a conflict of interest. CFG will always transact client's transactions before its own when similar securities are being bought or sold.

Item 12: Brokerage Practices

A. Factors Used to Select Custodians and/or Broker/Dealers

In selecting a custodian/broker-dealer, CFG will consider the full range of service offered by each company. At a minimum, the following will be examined and reviewed:

- Execution capabilities (e.g., ability to handle applicable trades based on CFG's business model and answer calls in a volatile market);
- Trade fees and commission rates;
- Financial condition of the company;
- Value of research or additional brokerage services provided;
- Technology platforms provided and compatibility with CFG's technology;
- Responsiveness to time-sensitive issues; and
- Advisor Firm Interfacing (e.g., willingness, facilities, infrastructure, and dedicated personnel in place to work with CFG).

The custodian, LPL Financial LLC (6413), was chosen based on, *inter alia*, its access to mutual funds and ETFs, technology offerings, and strong trading platform. CFG will never charge a premium or commission on transactions beyond the actual cost imposed by the custodian; however, the fees charged by LPL Financial LLC (6413) may exceed those charged by other broker-dealer firms (e.g., online discount brokers).

1. Research and Other Soft-Dollar Benefits

CFG receives no research, product, or services other than execution from a broker-dealer or third-party in connection with client securities transactions ("soft dollar benefits").

2. Brokerage for Client Referrals

CFG receives no referrals from a broker-dealer or third party in exchange for using that broker-dealer or third party.

3. Clients Directing Which Broker/Dealer/Custodian to Use

CFG allows clients to direct brokerage; however, CFG may recommend custodians. CFG may be unable to achieve most favorable execution of client transactions if clients choose to direct brokerage. This may cost clients money because without the ability to direct brokerage CFG may not be able to aggregate orders to reduce transactions costs

resulting in higher brokerage commissions and less favorable prices. Not all investment advisers allow their clients to direct brokerage.

B. Aggregating (Block) Trading for Multiple Client Accounts

CFG maintains the ability to block trade purchases across accounts. Block trading may benefit a large group of clients by providing CFG the ability to purchase larger blocks resulting in smaller transaction costs to the client. Declining to block trade can cause more expensive trades for clients.

Item 13: Reviews of Accounts

A. Frequency and Nature of Periodic Reviews and Who Makes Those Reviews

Investment Supervisory Services - Client accounts are reviewed periodically, but not less than annually, by Christopher P. Compton. Christopher P. Compton is the chief advisors and are instructed to review clients' accounts with regard to clients' respective objectives and risk tolerance levels. All accounts at CFG are assigned to this reviewer. In the event of the client's failure to respond to CFG's request for a review, reviewers will review the accounts in accordance with the investment objectives stated at the most recent account review. In this event CFG will communicate directly to the client that the account has been reviewed based on current objectives.

Financial Planning Services - All financial planning accounts are reviewed upon financial plan creation and plan delivery by Christopher P. Compton. There is only one level of review and that is the total review conducted to create the financial plan.

Retirement Plan Consulting Services - CFG will review the client's Investment Policy Statement (IPS) whenever the client advises us of a change in circumstances regarding the needs of the Plan. CFG will also review the investment options of the Plan according to the agreed upon time intervals established in the IPS. Such reviews will generally occur annually. Reviews will be conducted by Christopher P. Compton.

B. Factors That Will Trigger a Non-Periodic Review of Client Accounts

Reviews may be triggered by material market, economic or political events, or by changes in client's financial situations (such as retirement, termination of employment, physical move, or inheritance).

C. Content and Frequency of Regular Reports Provided to Clients

Each client will receive at least quarterly from the custodian, a written report that details the client's account including assets held and asset value which will come from the custodian.

Item 14: Client Referrals and Other Compensation

A. Economic Benefits Provided by Third Parties for Advice Rendered to Clients (Includes Sales Awards or Other Prizes)

CFG does not receive any economic benefit, directly or indirectly from any third party for advice rendered to CFG clients.

B. Compensation to Non – Advisory Personnel for Client Referrals

CFG does not directly or indirectly compensate any person who is not advisory personnel for client referrals.

Item 15: Custody

CFG, with client written authority, has limited custody of client's assets through direct fee deduction of CFG's fees only. If the client chooses to be billed directly by LPL Financial LLC (6413), CFG would have constructive custody over that account and must have written authorization from the client to do so. Clients will receive all account statements and billing invoices that are required in each jurisdiction, and they should carefully review those statements for accuracy.

Item 16: Investment Discretion

For those client accounts where CFG will have investment discretion, the client has given CFG written discretionary authority over the client's accounts with respect to securities to be bought or sold and the amount of securities to be bought or sold. Details of this relationship are fully disclosed to the client before any advisory relationship has commenced. The client provides CFG discretionary authority via a discretionary investment management clause in the Investment Advisory Contract and/or a limited power of attorney clause in the contract between the client and the custodian. By granting CFG discretionary authority, the client may not impose any limitations.

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Item 17: Voting Client Securities (Proxy Voting)

CFG will not ask for, nor accept voting authority for client securities. Clients will receive proxies directly from the issuer of the security or the custodian. Clients should direct all proxy questions to the issuer of the security.

Item 18: Financial Information

A. Balance Sheet

CFG does not require nor solicit prepayment of more than \$1200 in fees per client, six months or more in advance and therefore does not need to include a balance sheet with this brochure.

B. Financial Conditions Reasonably Likely to Impair Ability to Meet Contractual Commitments to Clients

Neither CFG nor its management have any financial conditions that are likely to reasonably impair our ability to meet contractual commitments to clients.

C. Bankruptcy Petitions in Previous Ten Years

CFG has not been the subject of a bankruptcy petition in the last ten years.