



FIRM BROCHURE

Part 2A of Form ADV

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Ken Stern & Associates, Inc.

3655 Nobel Drive, Suite 630
San Diego, Ca 92122
Telephone: (858) 485-0404
Toll-Free Number: (800) 529-2884
Fax: (858) 485-9036
www.kenstern.com

Part 2A of Form ADV (the “Brochure”) provides information about the qualifications and business practices of Ken Stern & Associates, Inc. (“KS&A” or the “Firm”). If you have any questions about the contents of this Brochure, please contact us at (800) 529-2884. 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.

Ken Stern & Associates, Inc. is registered as an investment adviser with Securities and Exchange Commission; however, such registration does not imply a certain level of skill or training and no inference to the contrary should be made.

Additional information about Ken Stern & Associates, Inc. is also available on the SEC’s website at www.adviserinfo.sec.gov.

ITEM 1: COVER PAGE

Please refer to previous page.

ITEM 2: MATERIAL CHANGES

There have been no material changes made to the KS&A Brochure since the Brochure was last updated.

The previous Brochure was dated March 24, 2016. KS&A encourages each client to read the Brochure carefully and to call us with any questions you may have.

Pursuant to SEC Rules, KS&A will ensure that clients receive a summary of any materials changes to this Brochure within 120 days of the close of KS&A's fiscal year-end. Additionally, as the Firm experiences material changes in the future, we will send you a summary of our "Material Changes" under separate cover. Additional information about KS&A and its investment adviser representatives is available on the SEC's website at www.adviserinfo.sec.gov.

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Item 4: Advisory Business

A. Description of Firm

Ken Stern & Associates, Inc. (“KS&A” or the “Firm”) is a San Diego, California-based investment management firm founded in 1998. As further detailed in Item 4.B., below, KS&A offers investment advisory services covering the areas of financial planning, portfolio construction and asset management. The Firm typically provides its services to individuals, including high net worth individuals and retirement accounts, corporations, non-profit organizations and pension and profit sharing plans. Some of the investment instruments KS&A advises its clientele on include, among other things, mutual funds, exchange traded funds (“ETFs”), equities, bonds, treasuries, unit investment trusts (“UITs”), options, certificates of deposit, annuity sub-account investment management, and private investment funds. KS&A is currently registered with the Securities and Exchange Commission (“SEC”) as an investment adviser and with the State of California as a corporation. The Firm is headquartered in California and conducts business in several jurisdictions.

KS&A’s principal owner is APS Holdings, Inc. (“APSH”). Kenneth Stern (“Mr. Stern”) is the majority shareholder of APSH, and also serves as KS&A’s Chief Executive Officer and Managing Director. For information on his and other KS&A investment adviser representatives’ qualifications and business backgrounds, please refer to their respective Form ADV Part 2B Brochure Supplements.

B. Types of Advisory Services Offered

KS&A primarily provides two types of advisory services: Investment Management Services and Financial Planning Services both of which are more fully described below along with other non-primary services provided by KS&A.

1. Investment Management Services

KS&A provides clients with ongoing Investment Management Services, mainly through its proprietary Alpha Investment Management (“AIM”) program, which is a proactive three-pronged approach to investment strategy and wealth management. Components include but are not limited to: “Core”, “Tactical” and “Uncorrelated/Hedge/Alternative.” Account portfolios will generally consist of equity securities, ETFs, bonds, mutual funds, options and other permitted securities, including those mentioned in Item 4.A. above.

Custom weighted portfolios are also available upon request. Please refer to Item 8 for further details on the components and investment strategies of this program.

In some cases, KS&A uses certain unaffiliated third party advisers to affect various strategies on behalf of a client's account and/or receive research and investment recommendations; (*see* 4.B.2., below regarding the use of such advisers and Item 8 for more information on KS&A’s methods of analysis and investment strategies, and their associated risks).

KS&A generally manages client assets on a fully discretionary basis (with the exception of certain alternative investments which are made on a subscription basis at the clients' discretion), but for certain clients, may provide non-discretionary management upon request and at the sole discretion of KS&A. Please refer to Item 16 for further details.

KS&A's advisory services are designed to provide clients with customized asset allocation within their account(s) based on each client's specific investment objectives, goals, risk tolerance, and other relevant considerations, which are gathered and memorialized on each client's Confidential Investor Profile ("Profile").

Investment Management Services clients are allowed to impose reasonable restrictions on the types of securities and/or industries to be included in and excluded from their account(s). Once this information is gathered, each client is responsible for informing KS&A in writing of any changes to these restrictions or to their overall investment objectives and account information.

For clients who own a Fidelity Personal Retirement Annuity (FPRA) through Fidelity Life Insurance Company, KS&A, upon client request, allocates and rebalances the account, from the sub-accounts available within the fee-only variable annuity, according to the client's objectives. Since investments made within variable annuities are limited to only those sub-accounts available within the annuity, KS&A may be constrained in its efforts at meeting such clients' investment objectives and the firm's best execution goals.

In addition to the exchange listed securities mentioned above in which KS&A invests client accounts, there are times when KS&A invests certain clients in non-publicly traded investments. These include non-publicly traded real estate investment trusts ("REITs") and business development companies ("BDCs"), along with various private pooled investment vehicles (private funds) (collectively referred to as "Private Investments"). Please refer to Item 10 for additional information regarding firm affiliations and the conflicts surrounding these affiliations.

2. Sub-Advisory Services

KS&A also provides investment management services to clients of third-party advisers ("Primary Advisers"). All sub-advisory contracts are between KS&A and the Primary Adviser. The Primary Adviser serves as the client contact and liaison between KS&A and the client.

In such situations, the Primary Adviser typically is responsible for gathering information about a client's financial situation and investment objectives, among other things. Upon request from the Primary Advisor, KS&A provides a list of trades for the requested allocation to the Primary Advisor's trading staff for them to execute trades at their discretion. Unless otherwise noted in the contract between KS&A and the Primary Adviser, the Primary Adviser shall retain its powers and responsibilities with regard to the investment and reinvestment of client assets, KS&A will have no discretionary authority. Primary Advisers are permitted to place certain investment restrictions on accounts managed by KS&A, so long as those restrictions do not impair KS&A's ability to effectively manage client assets.

KS&A has entered into a sub-advisory relationship with Lido Advisors, LLC (“Lido”), an SEC registered investment advisory firm. KS&A and Lido are not affiliated companies; however, certain individuals associated with KS&A, including the CEO and Managing Director Ken Stern, and Investment Advisor Representatives (“IARs”) Brendan Van Cleve, Jeffrey Christie and Amy Boggeman, also are IARs of Lido. This presents a conflict of interest in that performing services for Lido takes away time to perform their respective duties for KS&A. KS&A attempts to mitigate such conflicts by disclosure to clients at the time of entering into an agreement with KS&A, mainly through the delivery of this Brochure and the Supplemental Brochures (ADV Part 2Bs).

3. Third-Party Advisers

Depending on a client’s needs, KS&A may delegate the active discretionary management of all or part of the assets in a client’s account(s) to one or more independent third party investment managers (“TPA”) based on the client’s stated investment objectives, guidelines, and restrictions. Access to TPAs may be provided by KS&A through a third-party platform of approved investment managers that is made available by agreement between KS&A and the platform provider, through a sub-advisory relationship between KS&A and the TPA, and/or KS&A may recommend a TPA to be appointed through direct advisory contracts with client. The TPAs will have discretionary authority over those assets allocated to them for management and they will be authorized to buy, sell, and trade in securities in accordance with the client’s investment objectives. KS&A’s fees will differ, if and when it allocates a client’s assets to a TPA and such clients may be required to enter into a separate investment management agreement directly with the TPA selected in addition to the agreement entered into with KS&A.

As mentioned above, certain individuals of KS&A, including the CEO and Managing Director Ken Stern, and IARs Brendan Van Cleve, Jeffrey Christie and Amy Boggeman, also are IARs of Lido. Additionally, KS&A has entered into a “Services Agreement” whereby the Firm provides services to Lido including, but not limited to: research and investment management recommendations, prospect and client services and support to IARs of Lido. These relationships create a conflict of interest in that KS&A has an incentive to use Lido for TPA services as opposed to other advisory firms. KS&A attempts to mitigate such conflicts by disclosure to clients at the time of entering into an advisory agreement with KS&A, mainly through the delivery of this Brochure and the Supplemental Brochures (ADV Part 2Bs). Importantly, as part of KS&A’s fiduciary duty to clients, the Firm and its IARs endeavor at all times to put the interests of the clients first, and recommendations and investments will only be made to the extent that they are reasonably believed to be suitable and in the best interests of the client

KS&A will monitor the TPAs, and has the authority to add, replace or change any TPA on behalf of a client, should KS&A determine such to be in the best interests of the client.

4. Financial Planning Services

KS&A also has occasionally in the past provided certain clients with Financial Planning Services customizable or otherwise, although this is not standard. Financial Planning Services will only be provided by KS&A under a separate written agreement. A financial plan may include a review of a client’s net worth (including assets and liabilities), objectives, risk tolerance, cash flow and

expenses, tax planning, cash management, employer sponsored retirement planning, estate planning, insurance options, investment asset allocation and multigenerational and philanthropic planning. For this service, KS&A may also hold periodic meetings with the client's relatives or with a client's board of directors, and render non-discretionary investment advice upon the request of a client. KS&A's approach to providing this service typically starts with gathering information regarding the client's circumstances, which may include some or all of the following about the client: current and anticipated income and income tax levels, current investment and non-investment assets, current and anticipated cash flow, investment risk tolerance, family situation, fringe benefits, business interests, and other necessary financial and personal information. KS&A assesses the client's goals, objectives, time horizon, and risk tolerance to compare where the client is today in relation to the attainment of his/her stated goals. A comprehensive financial plan is then prepared to address the individual's situation, along with various alternatives for consideration. At the end of the processes, the client will receive education about the alternatives recommended and will have the option of utilizing KS&A to implement those plan recommendations through the Firm's Investment Management Services, described above.

Prior to engaging KS&A to provide financial planning and/or consulting services, with the exception of KS&A Investment Management Services clients for whom service is included under the Investment Management Agreement, the client is required to enter into a Financial Planning Agreement with the Firm setting forth the terms and conditions of the engagement, the scope of the services to be provided and associated fees that are due from the client prior to KS&A commencing services. In performing its services, the Firm entrusts that the client will provide accurate information and KS&A is not obligated to verify any information received from the client or from the client's other professionals. If requested by the client, KS&A will recommend the services of other professionals for purposes of implementing the plan. The client is under no obligation to engage the services of any such recommended professional. The financial planning client retains absolute discretion over all implementation decisions and is free to accept or reject any recommendation made by KS&A. Moreover, clients are advised that it remains their responsibility to promptly notify the Firm if there is ever any change in their financial situation during the financial planning process.

5. Other Services

From time to time, KS&A publishes an investment report that reviews investment and financial planning related themes. Typically, there is no charge for this type of report.

KS&A holds seminars that include presentations on various securities and insurance products or financial strategies. Seminar attendees are not viewed as advisory clients of KS&A, unless a client agreement is executed for specific services.

C. Wrap-Fee Programs

KS&A does not provide its services to any wrap fee programs, as that term is defined the instructions to Form ADV Part 2.

D. General Information About KS&A's Services

1. Gathering Individual Client Information

As indicated above, advisory services provided by KS&A are customizable based upon the individual needs, objectives, and other financial goals of the client. Early on in the relationship, KS&A will typically memorialize each client's investment objectives, risk tolerance, time horizons and other important and necessary information, including any investment guidelines, in an Investor Profile. This information, together with any other information relating to the client's overall financial circumstances, will be used by the Firm to determine an appropriate asset allocation and investment strategy to help meet the client's financial goals. The Firm's clients are permitted to place reasonable restrictions on the types of securities they do not want included in their account or financial plan. There may be times when certain restrictions are placed by a client which prevent the Firm from accepting or continuing to service the client's account.

KS&A reserves the right to not accept and/or terminate a client's account if it feels that the client imposed restrictions would limit or prevent the Firm and/or the client from meeting or maintaining its objectives.

KS&A will not assume any responsibility for the accuracy of the information provided by the client. The Firm is not obligated to verify any information received from the client or from the client's other professionals (*e.g.*, attorney, accountant, etc.) and is expressly authorized to rely on such information. Under all circumstances, clients are responsible for promptly notifying the Firm of any material changes to the client's financial situation, investment objectives, time horizon, tax status, risk tolerance or other material information that KS&A may have relied upon in rendering its services. In the event that a client notifies the Firm of such changes, KS&A will review the changes and may recommend revisions to the client's financial plan and/or portfolio.

E. Amount of Client Assets Managed

As of December 31, 2016, the following represents the amount of client assets under management by KS&A on a discretionary and non-discretionary basis:

Type of Account	Assets Under Management ("AUM")
Discretionary	\$317,771,680
Non-Discretionary	\$49,893,326
Total:	\$367,665,006

ITEM 5: FEES AND COMPENSATION

A. Compensation for Financial Planning Services

KS&A provides Financial Planning Services based on a fixed fee. KS&A's fixed fees for Financial Planning Services vary depending on the scope of the services to be provided and will be clearly indicated on the client's Financial Planning Agreement. KS&A's fees for Financial Planning Services are negotiable in the Firm's discretion.

All fees paid to KS&A for Financial Planning Services are separate and distinct from and in addition to the fees and expenses charged by mutual funds to their shareholders or by other investments. These fees and expenses are described in each investment's prospectus and will generally include a management fee, other fund expenses, and possibly a distribution fee. Certain investments may also be subject to sales charges. If so, the client may pay an initial or deferred sales charge. Clients are encouraged and should read the applicable prospectus to gain an understanding of such fees and fund expenses. Should a client elect to implement the recommendations contained in their financial plan, the client will also be subject to brokerage and other transaction costs. Please refer to Item 12, below, for more information on KS&A's brokerage practices.

Clients should review the fees charged by the investments (*e.g.* mutual funds) and the fees charged by KS&A and any other third-parties helping to service the client's account, in order to fully understand the total amount of fees that will be paid by the client. Only then will a client be able to fully evaluate the advisory services being provided and the fees being paid.

In certain circumstances, in addition to financial planning fees, KS&A will earn advisory fees when all or a portion of the plan is implemented through KS&A. Clients are under no obligation to enact the recommendations contained in their financial plans. Please see Item 5.B., below, for a full description of the Firm's fees for Investment Management Services.

B. Compensation for Investment Management Services

For Investment Management Services, including implementation of a client's financial plan, KS&A will charge an annual investment management fee, paid quarterly in arrears, based upon a percentage of the assets under management with the Firm. Fees are generally calculated as follows:

Assets Under Management	Advisory Fee (% AUM)
\$0 - \$1,000,000	1.50%
\$1,000,001 - \$2,000,000	1.25%
\$2,000,001 - \$3,000,000	1.00%
\$3,000,001 - 5,000,000	0.75%
\$5,000,001 and above	0.50%
Non-Supervised Asset Fee	0.25%

The above fee schedule is tiered at a beginning fee level of 1.5%. For example, a client with \$2.5 Million in assets under management will be charged 1.50% for the first \$1,000,000 under management, 1.25% for the next \$1,000,000, and 1.00% for the final \$500,000.

In some cases, "non-supervised" assets ("Non-Supervised Assets") may be held in the client's account. Non-Supervised Assets will generally be excluded from the standard account fees outlined above, but may be charged a separate, quarterly asset value-based fee for inclusion in consolidated reports, which is generally 0.25%, as indicated above. Non-Supervised Assets will not be included in the "Assets Under Management" total used in the calculation of fees for the above fee schedule. KS&A is not responsible for Non-Supervised Assets.

As stated above, Investment Management Services fees are billed quarterly in arrears. By signing the Firm's Investment Management Agreement, the client authorizes KS&A to request that the custodian remit payment for Investment Management Services fees from the client's account(s). The amount due is calculated the first day of each calendar quarter based on the client's account(s) value at the close of business on the last business day of the preceding quarter. Based on specific client circumstances, certain exceptions may apply.

Should a client open an account during the quarter, Investment Management Service fees will be prorated for assets held for a partial quarter based on the number of days that the account was open during the quarter. In the event that KS&A's services are terminated mid-quarter, the Firm's fee shall be prorated through the date of termination and any earned, unpaid balance will be immediately due and payable by the client.

Fees may be negotiable under certain circumstances at the sole discretion of KS&A. In addition, KS&A has full discretion to waive its advisory fees in their entirety.

C. Sub-Advisory Fees

For its sub-advisory services provided to Lido, KS&A receives no compensation beyond the compensation provided under the services agreement with Lido as detailed in section 10a.

D. Other Fees and Expenses

Clients should understand that the advisory fees described in the sections above do not include certain charges imposed by third parties such as custodial fees, mutual fund fees and expenses, fees charged by TPAs, and Private Fund management and performance/incentive fees. Client assets may also be subject to transaction costs, retirement plan administration fees (if applicable), deferred sales charges on mutual funds initially deposited in the account, 12b-1 fees, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.

Client assets invested in mutual funds will be subject to certain fees and expenses imposed directly by mutual funds to their shareholders, which shall be described in each fund's prospectus. These fees will generally include a management fee, other fund expenses, and a possible distribution fee. If the sponsor also imposes sales charges, a client may pay initial or deferred sales or surrender charge.

In addition, client assets invested with TPAs recommended by KS&A will be subject to management fees charged by those TPAs, as described in each TPA's disclosure brochure. Client assets invested in hedge funds or other Private Funds will be also be subject to management fees, performance fees and other expenses as described in each fund's offering materials.

These fees and expenses are separate from and in addition to the fees charged by KS&A. Accordingly, the client should review the fees charged by any TPAs, mutual funds and hedge funds or other Private Funds in which the client's assets are invested, together with the fees charged by KS&A, to fully understand the total amount of fees to be paid by the client and to thereby evaluate

the advisory services being provided.

Additionally, clients will incur brokerage commissions and other execution costs charged by the custodian or executing broker-dealer in connection with transactions for a client's account. Clients should further understand that all custodial fees and any other charges, fees and commissions incurred in connection with transactions for a client's account will be paid out of the assets in the account and are exclusive of and in addition to the fees charged by KS&A. KS&A does not share in any of these fees.

Mr. Ken Stern, IAR, CEO and Managing member of KS&A, and Mr. Jeff Christie, IAR of KS&A, in their individual capacities, are also registered representatives of Investment Security Corp. ("ISC"), a securities broker-dealer registered with the SEC and member of the Financial Industry Regulatory Authority ("FINRA"). In this capacity, these individuals may transact business with KS&A clients in various types of securities or investment products and receive separate and typical compensation for doing so, usually in the form of commissions. Should a client elect to implement a securities transaction with such registered representatives of ISC, these individuals may receive commissions or fees for the sale of Private Funds, annuities, or other securities purchased through ISC. In addition, these representatives may also receive additional ongoing 12b-1 fees for mutual fund purchases from the mutual fund company during the period that the client maintains the mutual fund investment.

Please refer to Item 12 of this Brochure entitled "Brokerage Practices" for additional important information about the brokerage and transactional practices of KS&A.

E. General Information on KS&A's Compensation and Fees and other Compensation and Fees

Non KS&A Compensation and Potential Conflicts

As mentioned in Item 4 above, certain individuals associated with KS&A (including Ken Stern, Brendan Van Cleve, Jeffrey Christie and Amy Boggeman) also are IARs of Lido, an unaffiliated registered investment advisory firm. When performing services as an IAR of Lido, these individuals shall receive separate and typical compensation for such services. Additionally, Mr. Stern in his role as a Managing Director of Lido will receive additional compensation in the form of overrides on all fees received by KS&A IARs also serving as IARs of Lido. Any such fees are in accordance with the terms of the agreement signed between these individuals and Lido, and are in accordance with Lido's client agreement and Form ADV. Further, KS&A clientele will not be charged any fees for any services performed by these individuals in their capacity as IARs of Lido.

Additionally, as stated in Item 4 above, KS&A has entered into a Services Agreement with Lido whereby KS&A provides services to Lido including, but not limited to: research and investment management recommendations, prospect and client services and support to IARs of Lido, and such other services as Lido and KS&A may agree, provide and/or accept between them from time to time. For these services, KS&A receives a fixed-fee of \$60,000 annually.

Several of KS&A's IARs are also licensed insurance agents of various insurance companies, and may conduct insurance business through KS&A affiliated insurance agency, Asset Planning

Solutions (“APS”). In the course of providing investment advisory services, these individuals may recommend that certain clients purchase products or policies underwritten by certain insurance carriers. Please note that a conflict of interest exists to the extent that certain recommendations could result in a commission being paid to these individuals by the insurance company should a client purchase that company’s insurance products or policies. The amount paid is the normal commission paid for services rendered as an insurance representative. To mitigate this potential conflict of interest, commissions that may be paid to these individuals in their capacity as licensed insurance agents will be disclosed to the client at the time such insurance product or policy is recommended. Furthermore, clients should be aware that they are under no obligation to purchase insurance products or policies recommended by KS&A or any of the Firm’s investment adviser representatives.

Mr. Stern and Mr. Christie are also registered representatives of broker-dealer ISC, and in that capacity they transact business with KS&A clients in various types of securities or investment products and receive separate and typical compensation for doing so, usually in the form of commissions. Should a client elect to implement a securities transaction with such registered representatives of ISC, these individuals may receive commissions or fees for the sale of Private Funds, insurance or other securities purchased in a client’s advisory account. In addition, certain KS&A representatives may also receive additional ongoing 12b-1 fees for mutual fund purchases from the mutual fund company during the period that the client maintains the mutual fund investment.

Through APSH, Mr. Stern also is an owner, Managing Member and Managing Director of APS/Hill Street Partners, LLC (“APS/HSP”) which is a real estate syndication firm. Among other things, APS/HSP is the sole and managing member of the CREF II GP, LLC (the “Churchill GP”), that is the general partner of Churchill Realty Fund II, L.P. (the “Churchill Fund”) APS/HSP, and receives compensation in connection therewith which may be significant. KS&A advisers, have, in the past, recommended that clients invest in the Churchill Fund, in connection with which, an inevitable conflict of interest exists. For those clients who invested in the Churchill Fund, KS&A has reduced the investment management fees collected on assets invested in the Churchill Fund such that the fees shall be the lesser of: (i) 0.75% of the assets under management invested in the Churchill Fund; or (ii) a 25% reduction on the client’s applicable investment management fee (as described in the fee schedule in Item 5.B. above) for assets invested in the Churchill Fund. Thus, in no case will a client be assessed fees that exceed 0.75% on assets invested in the Churchill Fund.

Clients should be aware that the receipt of additional compensation itself creates an inherent conflict of interest, and may affect the judgment of these individuals when making recommendations and provided advisory services to clients of KS&A. To the extent that a KS&A representative recommends the purchase of securities, insurance or other investment products or services through Lido, ISC, APS and APS/HSP and the representative receives compensation for doing so, a conflict of interest exists because the representative may have an incentive to make recommendations based on the compensation received rather than on the KS&A client’s needs.

While the IARs devote as much time to the business and affairs of KS&A as is necessary to perform their duties, they do devote a portion of their time performing services as an IAR of Lido and as a licensed insurance agent (as applicable), and as registered representatives of ISC or other

outside business. These multiple roles and additional compensation create conflicts of interest. For example, in addition to the conflicts outlined in the paragraphs above regarding receipt of additional compensation, performing their outside business activities takes time away from their day to day duties performed for KS&A.

The conflicts surrounding these outside business activities are disclosed to clients at the time of entering into an advisory agreement with KS&A, mainly through the delivery of this Brochure and the Supplemental Brochures (ADV Part 2Bs). Importantly, as part of KS&A's fiduciary duty to clients, the Firm and its IARs endeavor at all times to put the interests of the clients first, and recommendations and investments will only be made to the extent that they are reasonably believed to be suitable and in the best interests of the client.

For more information on the compensation KS&A's IARs may receive in their capacities outside of KS&A and the conflicts surrounding these arrangements, including how KS&A addresses such conflicts, please refer to Item 10, below.

Performance Compensation

The advisory fees charged for KS&A's Investment Management Services and Financial Planning Services are calculated as described above and are not charged on the basis of a share of capital gains or the performance of the client's account.

ITEM 6: PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

KS&A does not charge performance-based fees (*i.e.*, fees calculated based on a share of capital gains upon or capital appreciation of the funds or any portion of the funds of an advisory client). Consequently, the Firm does not engage in side-by-side management of accounts that are charged a performance-based fee with accounts that are charged another type of fee (such as assets under management). As described in Item 5, above, KS&A provides its investment advisory services for a fixed fee, hourly charges and/or based upon a percentage of assets under management.

Importantly, some of the Private Investments that KS&A clients invest in do charge performance or incentive fees, which are outlined in the respective product's offering documents and should be reviewed by investors. KS&A does not receive any portion of these fees. However, Mr. Stern, as owner of APS/HSP (as defined above), individually or through APSH and its affiliated entities, does indirectly participate in the compensation received by APS/HSP, including manager compensation and performance based compensation paid by the Churchill Fund (as defined above), and other persons associated with KS&A may share in such compensation as well. Please refer to Item 10 below for additional information on Mr. Stern's association with APS/HSP and Item 8 below regarding risks surrounding these products and other investments made by KS&A.

ITEM 7: TYPES OF CLIENTS

A. Description

KS&A provides its services primarily to individuals, including high net worth individuals,

corporations, non-profit organizations and pension and profit sharing plans.

B. Conditions for Managing Accounts

For the Firm's Investment Management Services, KS&A typically requires a minimum balance of \$500,000 to open an account. This minimum may be waived or varied in the Firm's discretion.

KS&A also reserves the right to accept or decline a potential client for any reason. Prior to engaging KS&A to provide Investment Management Services and/or Financial Planning Services described in this Brochure, the client will be required to enter into one or more written agreements with KS&A setting forth the terms and conditions under which the Firm will render its services.

ITEM 8: METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

A. Methods of Analysis and Investment Strategies

KS&A generally uses a variety of analytical information to assist with its security analysis. However, the primary types of methods of analysis used by KS&A are quantitative, fundamental and technical analysis. The sources of information used by KS&A include, but are not limited to, software, market news reports, financial publications, outside research reports, annual reports, prospectuses, SEC filings and company press releases. As described in Item 4 above, certain individuals of KS&A also serve as IARs of Lido, an unaffiliated investment advisory firm. In doing so, such individuals provide certain investment research and recommendations to Lido clientele. The investment research and recommendations may be the same or different than the research and recommendations KS&A provides to its own advisory clients and often will be provided at the same time KS&A provides investment recommendations to its clients.

KS&A provides clients with ongoing Investment Management Services. KS&A offers strategies that seek aggressive growth, growth, growth and income and/or balanced allocations. Account portfolios will generally consist of equity securities, ETFs, bonds, mutual funds, and other permitted securities. Custom weighted portfolios are also available upon request.

Unless otherwise limited by a specific client, KS&A will manage each of these accounts on a discretionary basis. The investment strategies KS&A may pursue on behalf of clients may include long- and short-term purchases, short-term trading and, although discouraged, trading on margin. The Firm may, on occasion, reallocate portfolios to help ensure that they remain aligned with target weighting and stated objectives. KS&A may also recommend specific securities to increase sector weighting and/or dividend potential, or may recommend employing cash positions as a possible hedge against market movement which may adversely affect the portfolio. Additionally, KS&A may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position(s) in the portfolio, change in the risk tolerance of the client, or any risk deemed unacceptable for the client's risk tolerance.

KS&A typically structures its clients' portfolios using an investment methodology that aims for diversification so that clients may potentially benefit from having a portfolio of holdings invested in a variety of assets classes. Using analytics, including, but not limited to correlation, deviation and

beta, KS&A seeks to provide long-term investments in line with stated risk tolerances and objectives. KS&A offers a selection of modeled portfolios which offer a range of equity and fixed income exposure levels. KS&A assists clients in selecting a portfolio based upon the client's Investor Profile.

Under our system, we utilize strategies including but not limited to Core, Tactical and Uncorrelated/Hedge/Alternative strategies in our client portfolios as is appropriate.

Core - seeks to capitalize on both macro trends and value strategies. Both are aimed at long term growth with a goal of similar performance to a broad market index such as Standard and Poor's 1500 Index with similar volatility ratios. We use macro portfolio analytics to accomplish these objectives.

Tactical - seeks opportunities which are shorter in term. Market cycles tend to create situations where the foolishness of the "herd" causes specific asset classes to bubble or create what we believe to be, substantial shorter interim, mispriced (either upside or downside) opportunities. Panic trades often cause assets to bid up to potentially unsustainable levels, and/or companies and sectors to trade at discounts to what we perceive to be fair value. These windows of opportunity are usually shorter interim and often less than 2 years. We look to capitalize on these opportunities.

Uncorrelated/Hedge/Alternative - Not all asset classes move in the same direction at the same time. If two types of assets move in tandem, they are highly correlated. If they move independently of one another, then they are uncorrelated. In this portion of the portfolio, we look to invest in asset classes that have low, negative or no correlation to the stock market, depending on market trends and investment objectives. This could include real estate, market neutral strategies, fixed income, or even private equity. The goal of the uncorrelated allocation is to provide a lower correlation to the rest of the portfolio and add Alpha (excess returns of a security relative to the return of a benchmark index) during times of stock market declines.

B. Risk of Loss

Investing in securities involves risk of loss that clients should be prepared to bear. Prior to entering into an Investment Management Agreement with KS&A, a client should carefully consider: 1) committing to management only those assets that the client believes will not be needed for current purposes and that can be invested on a long-term basis, usually a minimum of three to five years, 2) that volatility from investing in the stock, bond, fund, alternative investment, and other markets can occur, and 3) that over time the client's assets may fluctuate and at any time be worth more or less than the amount invested. KS&A cannot make any guarantee that a client's investment objectives will be achieved.

Some of the risks of loss that a client should be aware of include, but are not limited, to the following:

- **Interest-Rate Risk**: Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing

their market values to decline.

- Market Risk: The price of a stock, bond, mutual fund or other security may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances.
- Inflation Risk: When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.
- Currency Risk: Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- Political and Legislative Risks: Companies face a complex set of laws and circumstances in each country in which they operate. The political and legal environment can change rapidly, without warning and with significant impact. This is especially true for companies operating outside of the United States or that conduct a portion of their business outside of the United States.
- Reinvestment Risk: This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (*i.e.* interest rate). This primarily relates to fixed income securities.
- Business Risk: These risks are associated with a particular industry or a particular company within an industry. Generally, business risk is that a company will go bankrupt or perform below expectations. Every company carries the business risk that it will produce insufficient cash flow in order to maintain operations. Business risk can come from a variety of sources, some systemic and others unsystemic. That is, every company has the business risk that the broader economy will perform poorly and therefore that sales will be poor, and also the risk that the market simply will not like its products.
- Liquidity Risk: Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if there is an active market for the asset. For example, Treasury Bills are highly liquid, while real estate properties are not.
- Financial Risk: Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.
- Risks Related to Regulation: Laws and regulations affecting our business change from time to time, and we are currently operating in an environment of significant regulatory reform, both in the U.S. and globally. We cannot predict the effects, if any, of future legal and regulatory changes on our business or the services we provide.
- Risks Related to Technology and Cyber Security: We and our clients depend heavily on telecommunication, information technology and other operational systems, whether ours or those of others (such as custodians, financial intermediaries, transfer agents and other parties to which we or they outsource the provision of services or business operations). These systems may fail to operate properly or become disabled as a result of events or circumstances wholly or partly beyond our or their control. Further, despite implementation of a variety of risk management and security measures, our information technology and other systems, and those of others, could be subject to physical or electronic break-ins, unauthorized tampering or other security breaches, resulting in a failure to maintain the security, availability, integrity and confidentiality of data assets. Technology failures or

cyber security breaches, whether deliberate or unintentional, including those arising from use of third-party service providers or client usage of systems to access accounts, could have a material adverse effect on our business or our clients and could result in, among other things, financial loss, reputational damage, regulatory penalties or the inability to transact business.

- Reliance on Key Management Personnel: The success of KS&A will depend, in substantial part, upon the skill and expertise of Mr. Stern. The death, disability or departure of Mr. Stern may adversely affect the business and performance.

KS&A clients may also elect to open margin accounts or otherwise pledge account assets, but generally KS&A clients do not. Clients should be aware that there are a number of additional risks that all investors need to consider in deciding to trade securities on margin. The risks associated with margin include, but are not limited to, the following:

- Clients can lose more funds than they deposit in the margin account. A decline in the value of securities that are purchased on margin may require the client to provide additional funds to the firm that has made the loan to avoid the forced sale of those securities or other securities in the account.
- The lending firm may be able to force the sale of securities in a margin account. If the equity in margin account falls below the maintenance requirements under the law-or the lending firm's higher "house" requirements-the firm may be able to sell the securities in the margin account to cover the margin deficiency. Clients using margin may also be responsible for any short fall in the account after such a sale.

It is important that investors take time to learn about the risks involved in trading securities on margin, and investors should consult KS&A's advisers regarding any questions or concerns they may have with their margin accounts.

As outlined in Item 5 above, KS&A may recommend, as part of a client's overall investment strategy, that a portion of such client's assets be invested in Private Investments. Such investments present special risks for the Firm's clients, including without limitation, limited liquidity, higher fees, volatile performance, heightened risk of loss, limited transparency, special tax considerations, subjective valuations and limited regulatory oversight. Therefore, Private Investments are not suitable for all KS&A clients and will be offered only to those accredited investors for whom an investment is believed to be suitable. Generally, such investments are available for investment only to a limited number of sophisticated investors who meet the definition of "accredited investor" under Regulation D of the Securities Act of 1933. Private Investments also often impose performance-based fees or incentive allocations payable to the fund manager or general partner. Such performance-based fee/incentive allocation structures create an incentive for the managers of the product to make investments that are riskier or more speculative than would be the case in the absence of a performance-based fee/incentive allocation structure. It is important that each potential qualified investor fully read each offering or private placement memorandum prior to investing to better understand the risks associated with the investment.

KS&A typically invests for the long-term and does not engage in short-term trading. Nevertheless, the Firm may occasionally employ such strategies, and as a result, such frequent trading may result in increased brokerage and other transaction costs. Such increased brokerage and other transaction costs generally reduce investment returns over time.

ITEM 9: DISCIPLINARY INFORMATION

Registered investment advisers such as KS&A are required to disclose all material facts regarding any legal or disciplinary events that would be material to a client's or prospective client's evaluation of the Firm or the integrity of its management. KS&A has not been subject to any civil or criminal actions, regulatory administrative proceedings, or self-regulatory organization proceedings in which the firm or its management persons were found to have been involved with a violation of any investment-related statutes or regulations or otherwise sanctioned. We encourage our clients to carefully review each of our individual registered investment adviser representative's Form ADV Part 2B for important additional information.

ITEM 10: OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

A. Financial Industry Activities and Affiliations

As outlined in Section 5.E. above, individuals associated with KS&A engage in a number of outside business activities in connection with which they receive compensation and thus face inevitable conflicts of interests with their duties at KS&A. Some of those outside businesses are further described below.

Certain individuals associated with KS&A, including Mr. Stern, the CEO and Managing Director, and IARs Brendan Van Cleve, Jeffrey Christie and Amy Boggeman also are IARs of Lido, an unaffiliated investment advisory firm. Additionally, Mr. Stern is a Managing Director for Lido. When these individuals conduct advisory business through Lido, they will receive separate and typical compensation for doing so. Mr. Stern also will receive additional compensation in the form of overrides on all fees received by KS&A IARs also serving as IARs of Lido in his role as Managing Director of Lido. KS&A also provides services to Lido pursuant to a Services Agreement between the parties including, but not limited to: research and investment management recommendations, prospect and client services and support to IARs of Lido. KSA will receive \$60,000 annually as compensation for these services.

Several of KS&A's investment adviser representatives are also licensed insurance agents of various independent insurance companies, and affiliated insurance agency, APS. In the course of providing investment advisory services, these individuals recommend that certain clients purchase products or policies underwritten by certain insurance carriers. Please note that a conflict of interest exists to the extent that certain recommendations may result in a commission being paid to these individuals by the insurance company should a client purchase that company's insurance products or policies. The amount paid is the normal commission paid for services rendered as an insurance representative. To mitigate this potential conflict of interest, commissions paid to these individuals in their capacity as licensed insurance agents are disclosed to the client. Furthermore, clients should be aware that they are under no obligation to purchase insurance products or policies recommended by KS&A or any of the Firm's investment adviser representatives.

Also as mentioned above, Mr. Stern and Mr. Christie are also registered representatives of broker-dealer ISC, and in that capacity they transact business with KS&A clients in various types of

securities or investment products and receive separate and typical compensation for doing so, usually in the form of commissions. Should a client elect to implement a securities transaction with such registered representatives of ISC, these individuals may receive commissions or fees for the sale of Private Funds, insurance or other securities purchased in a client's advisory account. In addition, certain KS&A representatives may also receive additional ongoing 12b-1 fees for mutual fund purchases from the mutual fund company during the period that the client maintains the mutual fund investment.

In addition, KS&A is affiliated with, APS, which among its other corporate functions, is a licensed insurance agency (#0B95262) and marketing company that specializes in processing insurance products. APS is also owned by APSH, KS&A's principal owner. All of KS&A's investment adviser representatives are compensated through APS and Mr. Stern serves in executive positions for APS and APSH.

Mr. Stern also is the founder and President of 5X International, LLC, and serves as a consultant/business manager and has authored and published several books and DVDs on money management. In the past, he has hosted various personal finance and financial planning television and radio shows and also periodically served as a consultant for other firms, clients of KS&A or otherwise, through 5X International. This business is not currently actively engaged in providing any services.

Mr. Stern is also a member and partial owner (less than 25%) of Oakhurst Capital, LLC. and its affiliated investment advisor, Oakhurst Advisors, LLC. Oakhurst Capital, LLC. is an investment product and distribution company. At this time, Mr. Stern's involvement is limited to being a passive investor. Neither Oakhurst Capital, LLC. nor Oakhurst Advisors, LLC. currently have clients.

Individually or through APSH and its affiliated entities, Mr. Stern also is an owner, Managing Member and Managing Director of APS/Hill Street Partners, LLC ("APS/HSP") which is a real estate syndication firm. APS/HSP serves as sole and managing member of CREF II GP, LLC (the "Churchill GP"), which is the general partner of Churchill Realty Fund II, L.P. (the "Churchill Fund"), a real estate investment fund that is closed to new investors. The Churchill GP manages the Churchill Fund and makes all operating decisions for the Churchill Fund (and thus could be deemed to have "custody" of the Churchill Fund funds and securities as disclosed in more detail in Section 15. Custody, below). Mr. Stern and other IARs of KS&A have recommended an investment in the Churchill Fund to certain KS&A clients, which represents a substantial conflict of interest because, through his indirect ownership of APS/HSP, Mr. Stern benefits from the profits and remuneration, which may be significant, that the Churchill Fund distributes or pays to the Churchill GP and/or APS/HSP, a portion of which are attributed to investments in the Churchill Fund by KS&A clients. Additionally, while neither Mr. Stern nor IARs of KS&A will receive commissions or any other transaction-based compensation in connection with KS&A clients' investment in the Churchill Fund, the value of clients' investment in the Churchill Fund will be included in the value of the clients' advisory account assets for purposes of calculation of the investment management fee paid by such clients to KS&A. Such investment management fees will be reduced however in the following manner:

For those clients who invest in the Churchill Fund II, KS&A will reduce the investment management fees collected on assets invested in the Churchill Fund II such that the fees shall be the lesser of: (i) 0.75% of the assets under management invested in the fund; or (ii) a 25% reduction on the client's applicable investment management fee (as described in the fee schedule in Item 5.B. above) for assets invested in the fund. Thus, in no case will a client be assessed fees that exceed 0.75% on assets invested in the Churchill Fund II.

Even at a reduced fee, this relationship presents a conflict of interest such that while in performance of their respective duties for KS&A, Mr. Stern and other IARs will recommend that certain of their investment advisory clients invest in the Churchill Fund, and in turn, will derive revenue from advisory clients' aggregate assets under management and subsequently a portion of any bonuses or other compensation paid to Mr. Stern and IARs of KS&A by KS&A will be attributed to clients' investment in the Churchill Fund. This is in addition to the profits and remuneration that the Churchill Fund distributes through the Churchill GP and/or otherwise pays to APS/HSP (in which Mr. Stern has an interest), a portion of which are attributed to investments in the Churchill Fund by KS&A clients and may be shared with KS&A associated persons including Mr. Stern.

These conflicts of interest affect the ability of KSA and IARs to provide clients with unbiased, objective investment advice concerning the selection of certain investments for client accounts. This could mean that other investments, whose sponsors do not make such payments or in whom Mr. Stern does not have an interest, may be more appropriate for a KS&A investment advisory client than an investment in the Churchill Fund. THEREFORE, A SUBSTANTIAL CONFLICT OF INTEREST EXISTS IN THE SELECTION OF INVESTMENTS FOR KS&A CLIENTS. Accordingly, each prospective investor in the Churchill Fund, prior to making an investment decision to purchase interests, is encouraged to consider all factors they deem relevant to an investment in the fund, including the conflicts of interest noted above and elsewhere in the fund's Private Placement Memorandum, and to consult with their own advisors regarding such potential investment.

KS&A and Mr. Stern address the above-described conflicts of interest by ensuring that KS&A clients and others who invest in the Churchill Fund are fully informed about such conflicts and encouraged to review them with their own investment, legal and other advisors.

For further information on the compensation Mr. Stern receives for performing these outside business activities, along with information on how KS&A addresses the conflicts surrounding these activities, please refer to Mr. Stern's Form ADV Part 2B – Disclosure Supplement.

KS&A also maintains referral relationships with the law offices of various attorneys who prepare estate planning documents. KS&A clients establish independent attorney-client relationships with the attorneys. The attorneys may refer their estate planning clients to KS&A for advisory services. KS&A neither receives nor pays fees through the referral relationships. Similarly, KS&A also has referral arrangements with various accountants, but neither receives nor pays fees through these relationships. However, from time to time these accountants and attorneys provide temporary accommodations within their offices for KS&A to meet with clients. For more information on KS&A's arrangements for client referrals, please refer to Item 14.A. and B., below.

Additionally, Mr. Stern's business partner in the Churchill GP, Joseph Penner, is affiliated with the Artemis Secured Mortgage Fund I, LLC (the "Artemis Fund"), in that he is a fifteen percent (15%) owner indirectly of the manager of the Artemis Fund, Artemis Secured Mortgage Fund Manager, LLC. KS&A and its IARs may recommend that KS&A clients invest in the Artemis Fund. While Mr. Stern is not affiliated with the Artemis Fund, and no person associated with KS&A is affiliated with the Artemis Fund nor will receive any commission or compensation from Artemis or its affiliates in connection with such recommendations, Mr. Penner's role with Artemis, in conjunction with Mr. Stern's partnership with Mr. Penner in the Churchill GP, may present a conflict of interest.

The conflicts surrounding these outside business activities are disclosed to clients at the time of entering into an advisory agreement with KS&A, mainly through the delivery of this Brochure and the Supplemental Brochures (ADV Part 2Bs). Additionally, KS&A has implemented certain policies, procedures and internal controls to help mitigate the conflicts. Importantly, as part of KS&A's fiduciary duty to clients, the Firm and its IARs endeavor at all times to put the interests of the clients first, and recommendations and investments will only be made to the extent that they are reasonably believed to be suitable and in the best interests of the client.

B. Recommendation of Other Advisers

KS&A does not receive any type of referral fee from any of the TPAs that KS&A may recommend or refer clients to for management of client advisory assets. Please refer to Item 4 for further information.

ITEM 11: CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

A. Description of Code of Ethics

The Investment Advisers Act of 1940 imposes a fiduciary duty on all investment advisers to act in the best interest of their clients. To that end, KS&A has adopted a Code of Ethics (the "Code") for the purpose of instructing its personnel in their ethical obligations and to provide rules for their personal securities transactions. The Firm's Code confirms that KS&A and its personnel owe a duty of loyalty, fairness and good faith towards their clients, and the obligation to adhere not only to the specific provisions of the Code, but to the general principles that guide the Code. The Code covers a range of topics that include: general ethical principles, reporting personal securities trading, exceptions to reporting securities trading, reportable securities, initial public offerings and private placements, reporting ethical violations, distribution of the Code of Ethics, review and enforcement processes, amendments to Form ADV and supervisory procedures. KS&A will provide a copy of the Code to any client or prospective client upon request. To obtain a copy of the Firm's Code, please contact us at (858) 485-0404.

KS&A obtains information from a wide variety of publicly available resources. The Firm and its personnel do not have, nor claim to have, insider or private knowledge.

B. Participation or Interest in Client Transactions

From time to time, KS&A and its associated persons invest in the same securities recommended to clients by the Firm or purchased or sold by KS&A for client accounts. KS&A also permits its associated persons to participate along with clients' transactions. In order to mitigate the conflicts of interest associated with these practices and to help ensure that the Firm's clients' interests are placed ahead of its own, it is KS&A's policy to either place block trades or require that client trades be placed prior to allowing personal trades of its associated persons to be placed. KS&A has personal trading policies that require reporting by its associated persons and monitoring of their personal trades.

In addition, KS&A and its IARs may recommend that certain KS&A clients invest in the Churchill Fund, which is an investment in which a KS&A related person could be said to have a proprietary interest. The Churchill GP manages the Churchill Fund and makes all operating decisions for the Churchill Fund, and the sole and managing member of the Churchill GP is APS/Hill Street Partners LLC, a Delaware limited liability company ("APS/HSP") and real estate syndication firm. APS/HSP is a joint venture controlled in part by Kenneth A. Stern in his capacities as an owner, Managing Member and Managing Director of APS/HSP. Mr. Stern also controls KS&A, making the Churchill GP a related person to KS&A. See Item 10 above for more information on the Churchill Fund and related conflicts of interest.

ITEM 12: BROKERAGE PRACTICES

A. Selection Criteria

KS&A does not maintain custody of your assets although we are deemed to have custody of your assets if you give us authority to withdraw assets from your account (see Item 15 Custody below). Your assets must be maintained in an account at a "qualified custodian," generally a broker-dealer or bank. The custodians that KS&A recommends that clients use are Charles Schwab & Co., Inc. ("Schwab"), and Fidelity Investments ("Fidelity") all of which are FINRA registered broker-dealers and members of SIPC. We are independently owned and operated and not affiliated with Schwab, or Fidelity. Schwab or Fidelity will hold your assets in a brokerage account and buy and sell securities when we instruct them to. While KS&A recommends that clients use a custodian, the client will decide whether to do so and open an account with that custodian by entering into an account agreement directly with them. KS&A does not open the account for you. Even though client accounts are maintained at Schwab or Fidelity, KS&A can still use other brokers to execute trades for client accounts, as described in the next paragraph.

When performing Investment Management Services, KS&A generally effects transactions for client accounts through the client's appointed qualified custodian, but may place a transaction with a different broker-dealer at the Firm's discretion. KS&A periodically evaluates the commissions charged and the service provided by these recommended custodians and compares those with other broker-dealers to evaluate whether overall best qualitative execution could be achieved by using alternative custodians. KS&A considers a wide range of factors, which include, but are not limited to:

- Ability to trade mutual funds and other investments that KS&A determines suitable for a

client's portfolio(s);

- Combination of transaction execution services along with asset custody services
- Availability of investment research and tools that assist us in making investment decisions
- Availability of other products and services that benefit KS&A
- Any custodial relationship between the client and the broker-dealer;
- Quality of customer service and interaction with KS&A;
- Discounted transaction rates;
- Reliability and financial stability; and
- Client preference.

For those clients who are permitted to direct brokerage and select broker-dealers not recommended by KS&A, clients should be aware that KS&A does not negotiate specific brokerage commission rates with the broker on the client's behalf, or seek better execution services or prices from other broker-dealers. As a result, the client may pay higher commissions and/or receive less favorable net prices on transactions for their account than might otherwise be the case and KS&A will have limited ability to ensure that the broker-dealer selected by the client will provide best possible execution. Please refer to Item 12.C. below, for more information on directed brokerage.

In addition, with respect to custody, KS&A related person, CREF II GP, LLC (the "Churchill GP"), that is the general partner of Churchill Realty Fund II, L.P. (the "Churchill Fund"), will follow sub-section (b)(4) of Rule 206(4)-2 (the "Custody Rule") under the Investment Advisers Act of 1940 (the "Advisers Act") in case that KS&A or its related person is deemed to have "custody" of client funds that are invested in the Churchill Fund. Therefore, the Churchill Fund will be audited (and audited financial statements delivered to the Churchill Fund limited partners) in accordance with sub-section (b)(4) of the Custody Rule, and the Churchill Fund assets will be held by a qualified custodian (to the extent required by the Custody Rule and SEC Staff guidance related to the same). Please refer to Item 15: Custody below, for more information about custody related to the Churchill Fund.

B. Soft Dollar Considerations

As part of a "bundled package" provided by Schwab and Fidelity, KS&A receives certain benefits including, but not limited to: interface software, transition costs, investment research or invitations to attend seminars and conferences. These benefits are paid for by directing clients' transactions and thus clients' commissions/transaction fees or assets to these firms in a practice known as "soft dollars." The use of soft dollar arrangements, which is governed by §28(e) of the Securities Exchange Act of 1934, presents a potential conflict of interest by reason of the fact that the KS&A could potentially select a particular broker-dealer custodian that charges higher commission/transaction fees than what may be available elsewhere. Section 28(e) provides a safe harbor for some soft dollar arrangements so long as certain conditions and requirements are met. For example, the benefits which the Firm receives must be eligible research or brokerage products and services. For these purposes, "research" means services or products used to provide lawful and appropriate assistance to KS&A in making investment decisions for its clients.

"Brokerage" services and products are those used to effect securities transactions for the KS&A's

clients or to assist in effecting those transactions. Furthermore, in accordance with §28(e), KS&A must, among other things, determine that commissions/transaction fees paid are reasonable in light of the qualitative execution received and value of the brokerage and research services and products acquired.

Clients should be aware that the research and services acquired with soft dollars may not always be utilized across KS&A's entire client base and client accounts may not benefit equally from research derived from soft dollars. KS&A believes that the selections of these custodians are in the best interest of our clients.

Your Custody and Brokerage Costs

For KS&A clients' accounts that Schwab maintains, Schwab is compensated by charging you commissions or other fees on trades that it executes or that settle into your Schwab account. Schwab's commission rates applicable to KS&A client accounts were negotiated based on a commitment to maintain \$10 million of clients' assets at Schwab. This commitment benefits KS&A clients because the overall commission rates you pay may be lower than they would be if we had not made the commitment. In addition to commissions, Schwab charges KS&A clients a flat dollar amount as a "prime broker" or "trade away" fee for each trade that we have executed by a different broker-dealer but where the securities bought or the funds from the securities sold are deposited (settled) into your Schwab account. These fees are in addition to the commissions or other compensation a client pays the executing broker-dealer. Because of this, in order to minimize your trading costs, KS&A has Schwab execute most trades for client accounts.

Products and Services Available to KS&A from Schwab

Schwab Advisor Services (formerly called Schwab Institutional) is Schwab's business serving independent investment advisory firm. They provide KS&A and our clients with access to its institutional brokerage – trading, custody, reporting and related services – many of which are not typically available to Schwab retail customers. Schwab also makes available various support services. Some of those services help KS&A manage or administer our clients' accounts while others help us manage and grow our business. Schwab's support services are generally available on an unsolicited basis and at no charge to KS&A as long as we keep a total of at least \$10 million of our clients' assets in accounts at Schwab. Here is a more detailed description of Schwab's support services:

Services that Benefit KS&A's Client. Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of client assets. The investment products available through Schwab include some to which KS&A might not otherwise have access or that would require a significantly higher minimum initial investment by KS&A clients. Schwab's services described in this paragraph generally benefit KS&A client accounts.

Services that May Not Directly Benefit KS&A's Client. Schwab also makes available to us other products and services that benefit KS&A but may not directly benefit KS&A's clients. These products and services assist KS&A in managing and administering our clients' accounts. They include investment research, both Schwab's own and that of third parties. KS&A may use this

research to service all or some substantial number of our clients' accounts, including accounts not maintained at Schwab. In addition to investment research, Schwab also makes available software and other technology that:

- provide access to client account data (such as duplicate trade confirmations and account statements);
- facilitates trade execution and allocates aggregated trade orders for multiple client accounts;
- provides pricing and other market data;
- facilitate payment of our fees from our clients' accounts; and
- assists with back-office functions, recordkeeping and client reporting.

Services that Generally Benefit Only KS&A. Schwab also offers other services intended to help KS&A manage and further develop our business enterprise. These services include:

- educational conferences and events
- technology, compliance, legal, and business consulting;
- publications and conferences on practice management and business succession; and
- access to employee benefits providers, human capital consultants and insurance providers.

Schwab may provide some of these services itself. In other cases, it will arrange for third-party vendors to provide the services. Schwab may also discount or waive its fees for some of these services or pay all or a part of a third party's fees. Schwab may also provide us with other benefits such as occasional business entertainment of our personnel.

KS&A's Interest in Schwab's Services

The availability of these services from Schwab benefits us because KS&A does not have to produce or purchase them. We don't have to pay for Schwab's services so long as we keep a total of at least \$10 million of client assets in accounts at Schwab. The \$10 million minimum may give us an incentive to recommend that you maintain your account with Schwab based on our interest in receiving Schwab's services that benefit our business rather than based on your interest in receiving the best value in custody services and the most favorable execution of your transactions. This is a potential conflict of interest. KS&A believes, however, that our selection of Schwab as a recommended custodian and broker is in the best interests of our clients. It is primarily supported by the scope, quality and price of Schwab's services and not Schwab's services that benefit only KS&A. KS&A does not believe that maintaining at least \$10 million of those assets at Schwab in order to avoid paying Schwab quarterly service fees presents a material conflict of interest.

Fidelity Custodian Arrangement

KS&A has an arrangement with National Financial Services LLC, and Fidelity Brokerage Services LLC (together with all affiliates, "Fidelity") through which Fidelity provides KS&A with Fidelity's "platform" services. The platform services include, among others, brokerage, custodial, administrative support, record keeping and related services that are intended to support intermediaries like KS&A in conducting business and in serving the best interests of their clients but that may benefit KS&A. KS&A is not affiliated with Fidelity.

Fidelity charges brokerage commissions and transaction fees for effecting certain securities transactions (i.e., transactions fees are charged for certain no-load mutual funds, commissions are charged for individual equity and debt securities transactions). Fidelity enables KS&A clients to obtain many no-load mutual funds without transaction charges and other no-load funds at nominal transaction charges. Fidelity's commission rates are generally considered discounted from customary retail commission rates. However, the commissions and transaction fees charged by Fidelity may be higher or lower than those charged by other custodians and broker-dealers.

As part of the arrangement, Fidelity also makes available to KS&A, at no additional charge to us, certain research and brokerage services, including research services obtained by Fidelity directly from independent research companies, as selected by KS&A (within specified parameters). These research and brokerage services are used by KS&A to manage accounts for which we have investment discretion.

KS&A may also receive additional services, which may include services that do not directly benefit KS&A clients. As a result of receiving these services for no additional cost, KS&A may have an incentive to continue to use or expand the use of Fidelity's services, which creates a potential conflict of interest. KS&A examined this potential conflict when it chose to enter into the relationship with Fidelity and has determined that the relationship is in the best interests of clients. As part of the custodian arrangement, a client may pay a commission/transaction fee that is higher than another qualified broker-dealer might charge to effect the same transaction where KS&A determines in good faith that the commission/transaction fee is reasonable in relation to the value of the brokerage and research services received.

C. Directed Brokerage

Although client account transactions will almost exclusively be placed through Schwab or Fidelity, under certain circumstances, KS&A may allow a client to direct the Firm to execute all or a portion of client transactions through another broker-dealer ("Directed Brokerage"). If that is the case, the client should understand that: (1) KS&A does not negotiate specific brokerage commission rates with that broker on client's behalf, or seek better execution services or prices from other broker-dealers and, as a result, the client may pay higher commissions and/or receive less favorable net prices on transactions for their account than might otherwise be the case; and (2) transactions for that account generally will be effected independently unless KS&A is able to purchase or sell the same security for several clients at approximately the same time ("block trade"), in which case the Firm may include such client's transaction with that of other clients for execution by the same broker. If transactions are not able to be traded as a block, KS&A may have to enter the transactions for the client's account after orders for other clients, with the result that market movements may work against the client. Therefore, prior to directing the Firm to use a specific broker-dealer, a client should consider whether, under that restriction, execution, clearance and settlement capabilities, commission expenses and whatever amount is allocated to custodian fees, if applicable, would be comparable to those otherwise obtainable. Clients should understand that he/she might not obtain commissions rates as low as it might otherwise obtain if KS&A had discretion to select other broker-dealers. Consequently, Directed Brokerage could result in the client paying more money for brokerage services.

Subject to its objective to achieve best execution, KS&A has the discretion to decline a client's request to engage in Directed Brokerage if, in the Firm's sole discretion, such Directed Brokerage arrangements would result in additional operational difficulties or violate restrictions imposed by other broker-dealers.

D. Order Aggregation

In placing its orders to purchase or sell securities for client accounts, KS&A may elect to aggregate orders when able to do so and when deemed to be in the best interest of clients. This practice is also referred to as "block trading." KS&A will only be able to aggregate orders for those accounts maintained at the same broker-dealer custodian. Clients should be aware of the following with regard to order aggregation:

- KS&A will not aggregate transactions unless aggregation is consistent with its duty to seek best execution and the terms of adviser's Investment Management Agreement with each client for which trades are being aggregated;
- No advisory client will be favored over any other client; each client that participates in an aggregated order will participate at the average share price for all adviser's transactions in that security at that custodian on a given business day;
- Transaction costs are assigned to each client individually at the rate indicated in each client's Investment Management Agreement. This could result in clients being charged different transaction fees for the same trade. In some circumstances, and at KSA's sole discretion, transaction fees may be discounted or not charged at all.
- Aggregation of orders in no way alters the existing Investment Management Agreement in place between the Firm and the client;
- KS&A will prepare, before entering an aggregated order, a written statement ("Allocation Statement") specifying the participating client accounts and how it intends to allocate the order among those clients;
- If the aggregated order is filled in its entirety, it will be allocated among clients in accordance with the Allocation Statement; if the order is partially filled, it will be allocated pro-rata based on the Allocation Statement;
- Notwithstanding the foregoing, the order may be allocated on a basis different from that specified in the Allocation Statement if all client accounts receive fair and equitable treatment and the reason for different allocation is explained in writing and is approved in writing by adviser's compliance officer no later than one hour after the opening of the markets on the trading day following the day the order was executed;
- Funds and securities of clients whose orders are aggregated will be deposited with one or more banks or broker-dealers, and neither the client's cash nor their securities will be held collectively any longer than is necessary to settle the purchase or sale in question on a delivery versus payment basis; cash or securities held collectively for clients will be delivered out to the custodian bank or broker-dealer as soon as practicable following the settlement;
- Because KS&A's Investment Management Services utilize various types of investments, it may not be possible to bunch orders. Alternatively, even when possible, KS&A may not be able to execute all shares of an aggregated trade because of prevailing market conditions and other variables;

- KS&A will receive no additional compensation of any kind as a result of the proposed aggregation;
- Individual investment advice and treatment will be accorded to each advisory client; and
- For clients requiring Directed Brokerage, the Firm may not be able to effectively aggregate orders on the client's behalf, which could impact the possible advantage clients derive from the aggregation of orders.

E. Brokerage for Client Referrals

In selecting or recommending broker-dealers, KS&A may receive client referrals from a broker-dealer, which creates a potential conflict of interest. This is because KS&A would have an incentive to select or recommend a broker-dealer based on its interest in receiving future client referrals rather than on the client's interest in receiving most favorable execution. To mitigate this potential conflict of interest, KS&A strives at all times to put the interests of its clients ahead of its own. The Firm also reviews its brokerage arrangements and practices periodically to help ensure that its clients have the opportunity to receive best execution for their transactions.

ITEM 13: REVIEW OF ACCOUNTS

A. Periodic Reviews

While client accounts are monitored on an ongoing basis, KS&A's investment adviser representatives assigned to specific accounts undertake reviews of client's Investment Management Services account(s) no less than annually. In the absence of an investment adviser representative assigned to an account, account reviews are conducted by employees of KS&A who meet the requirements for being an investment adviser representative. Accounts are reviewed for consistency with the investment strategy and other parameters set forth for the client's Investment Management Services account(s), and to determine if any adjustments need to be made. Unless the client engages KS&A for periodic reviews of his/her financial plan, financial plans are typically not reviewed by the Firm after they are presented to the client.

Financial plans and client accounts are also reviewed upon request by the client.

B. Other Reviews and Triggering Factors

In addition to the periodic reviews described above, reviews of Investment Management Services account(s) may be triggered by changes in an account holder's personal, tax or financial status. Other events that may trigger a review of an account are material changes in market conditions as well as macroeconomic and company-specific events. Clients are encouraged to notify KS&A and its representatives of any changes in his/her personal financial situation that might affect his/her investment needs, objectives, risk tolerance, tax status, time horizon or other material information KS&A may have relied upon during the course of providing its services.

C. Regular Reports

Written brokerage statements are generated no less than quarterly and are sent directly from the account custodian. Custodians of the client's account(s) may send these reports more frequently if

there was activity in the account during the reporting period. These reports list the account positions, activity in the account over the covered period, and other related information. In addition to the regular statements clients receive from their custodian, KS&A sends clients detailed reports on a periodic basis concerning relevant account and/or market-related information as well as an inventory of account holdings and account performance, as agreed to with the client. Clients are urged to compare the statements received from KS&A to those sent by the account custodian and other third parties.

Certain illiquid, non-listed investments that KS&A clients may purchase through the Firm (including, without limitation, Churchill Realty Fund II, L.P. [the “Churchill Fund”] and Artemis Secured Mortgage Fund I, LLC [the “Artemis Fund”]), may be reported (on customer account statements and other periodic reports) at times at their initial offering or purchase price (also known as par value) rather than at a market value or net asset value (“NAV”). This is the case because there is no ready market for sales (and thus pricing information) for certain investments. Some of these investments sponsors have policies that provide investments to be reported at par value during an offering and for a period of time after the close of the offering, until the product sponsors implement a valuation policy and begin to report NAV, or indefinitely. KS&A will disclose to clients the type of price being reported in each instance.

ITEM 14: CLIENT REFERRALS AND OTHER COMPENSATION

A. Incoming Referrals

KS&A has been fortunate to receive many client referrals over the years. The referrals came from current clients, estate planning attorneys, accountants, employees, personal friends of employees and other similar sources. While the Firm does not pay a fee to referring parties for these referrals, clients who engage KS&A as a result of these referrals provide the Firm with an economic benefit.

B. Referring Clients to Third Parties

KS&A does not accept referral fees or any form of remuneration from other professionals when a prospect or client is referred to them by the Firm.

C. Other Compensation

As outlined in Items 4, 5 and 10 above, certain individuals of KS&A receive compensation for activities conducted outside of KS&A, which include outside activities conducted on behalf of Lido, APS, ISC, APS/HSP, 5X International and certain other insurance carriers, law firms, and other outside businesses. These arrangements provide significant compensation, and so pose an inevitable conflict of interest as described in Item 10 above.

Additionally, KS&A receives an economic benefit from Schwab and Fidelity in the form of the support products and services they make available to us and other independent investment advisers that have their clients maintain accounts at Schwab or Fidelity. These products and services, how they benefit us, and the related conflicts of interest are fully described in Item 12 above. The availability to KS&A of Schwab’s or Fidelity’s products and services is not based on us giving particular investment advice, such as buying particular securities for our clients.

ITEM 15: CUSTODY

Under government regulations, KS&A is deemed to have custody of your assets if you authorize us to instruct Schwab or Fidelity to deduct our advisory fees directly from your account. Schwab, J.P. Morgan, Fidelity, or Pershing maintains actual custody of your assets. You will receive account statements directly from Schwab, J.P. Morgan, Fidelity, or Pershing at least quarterly. They will be sent to the email or postal mailing address you provided to your custodian. You should carefully review those statements promptly when you receive them. Please contact KS&A or your custodian if you have any questions.

When exercising its discretionary authority, KS&A only implements its investment management recommendations after the client has arranged for and furnished the Firm with all information and authorization regarding its accounts held at the designated qualified custodian.

Clients will receive statements on at least a quarterly basis directly from their qualified custodian that holds and maintains their assets. Clients are urged to carefully review all custodial statements and compare them to the statements provided by KS&A and other third parties. KS&A's statements generally vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities. Please refer to Item 12 for additional important disclosure information relating to KS&A's relationship with broker-dealer qualified custodians.

Additionally, KS&A related person, CREF II GP, LLC (the "Churchill GP"), that is the general partner of Churchill Realty Fund II, L.P. (the "Churchill Fund"), will follow sub-section (b)(4) of Rule 206(4)-2 (the "Custody Rule") under the Investment Advisers Act of 1940 (the "Advisers Act") in case that KS&A or a related person is deemed to have "custody" of client funds that are invested in the Churchill Fund. Therefore, the Churchill Fund will be audited (and audited financial statements delivered to the Churchill Fund limited partners) in accordance with sub-section (b)(4) of the Custody Rule, and the Churchill Fund assets will be held by a qualified custodian (to the extent required by the Custody Rule and SEC Staff guidance related to the same). Following are the facts and rules underlying the application of the Custody Rule under these circumstances:

- KS&A has recommended that certain KS&A clients invest in the Churchill Fund. The Churchill GP manages the Churchill Fund and makes all operating decisions for the Churchill Fund, and thus could be deemed to have "custody" of the Churchill Fund funds and securities. The sole and managing member of the Churchill GP is APS/Hill Street Partners LLC, a Delaware limited liability company ("APS/HSP") and real estate syndication firm. APS/HSP is a joint venture controlled in part by Kenneth A. Stern in his capacities as an owner, Managing Member and Managing Director of APS/HSP. Mr. Stern also controls KS&A making the Churchill GP a related person to KS&A.
- The Custody Rule defines "custody" as "holding, directly or indirectly, client funds or securities, or having any authority to obtain possession of them. An investment advisor has custody if a related person holds, directly or indirectly, client funds or securities, or has any authority to obtain possession of them, in connection with advisory services provided to clients.

- Once KS&A clients invest in the Churchill Fund, those funds become assets of the Churchill Fund, and are no longer assets of the KS&A clients. However, in the event that those Churchill Fund assets were deemed to be assets of the KS&A advisory clients, because KS&A and the Churchill GP are under common control, KS&A may be deemed to have “custody” (indirectly) of those KS&A client funds that are invested in the Churchill Fund (by virtue of Churchill GP’s custody and control of the Churchill Fund assets, which indirectly include money invested by KS&A advisory clients into the fund).
- Because the Churchill Fund only invests in “dirt,” the Churchill GP is not an “investment advisor” (as defined under the Advisers Act) as it is not providing advice with respect to securities (and is therefore not subject to the Custody Rule).
- However, because KS&A (which is an “investment advisor” under the Advisers Act) and the Churchill GP are under common control, KS&A may be deemed to have “custody” (indirectly) of those KS&A client funds that are invested in the Churchill Fund by virtue of the Churchill GP’s control of the Churchill Fund assets, which indirectly include investments made by KS&A clients.
- In case that KS&A is deemed to have “custody” of those KS&A client funds that are invested in the Churchill Fund, the Churchill Fund will be audited (and audited financial statements delivered to the Churchill Fund limited partners) in accordance with sub-section (b)(4) of the Custody Rule, and the Churchill Fund assets will be held by a qualified custodian (to the extent required by the Custody Rule and SEC Staff guidance related to the same).
- KS&A understands that the limited partnership exception to the Custody Rule (as described in the prior bullet point) is intended to be used with respect to clients that are pooled investment vehicles (and that the clients triggering any Custody Rule obligations in this case are separate account clients); however, because the entity in which the KS&A client assets are invested is a limited partnership, Churchill has decided to comply with the Custody Rule obligations (if any) that may be applied to those KS&A client assets by following the limited partnership exception.