

**Firm Brochure
(Part 2A of Form ADV)**

PORTLAND GLOBAL ADVISORS, LLC

CONTACT INFORMATION:

ADDRESS	217 Commercial Street Portland, Maine 04101
TELEPHONE NUMBER	(207) 773-2773
FAX NUMBER	(207) 773-2602
E-MAIL	info@portlandglobal.com
WEBSITE	www.portlandglobal.com

This brochure provides information about the qualifications and business practices of Portland Global Advisors, LLC. If you have any question about the contents of this brochure, please contact us at (207) 773-2773, or by e-mail at info@portlandglobal.com. The information in this brochure has not been approved or verified by the U.S. Securities and Exchange Commission ("SEC"), or by any state securities authority.

Portland Global Advisors, LLC is registered as an investment adviser with the SEC. Registration as an investment adviser does not imply a certain level of skill or training.

Additional information about Portland Global Advisors, LLC is also available on the SEC's website at www.adviserinfo.sec.gov.

March 23, 2018

Material Changes

Since the last annual update of the Firm Brochure dated March 15, 2016 (“Brochure”), Portland Global Advisors, LLC (“PGA”) has revised the following sections of the Brochure for the reasons set forth below:

“Advisory Business – Firm Description” and “Methods of Analysis, Investment Strategies and Risk of Loss – Methods of Analysis/Investment Strategies – Discretionary Management Services”

- To clarify that PGA may use both exchange-traded funds to access both equity/fixed income sectors and markets, not just equity income sectors and markets;
- To clarify that while PGA does not typically invest client assets in mutual funds, it may use such funds to access both equity/fixed income sectors and markets, not just equity income sectors and markets, if consistent with PGA investment philosophy and a client’s investment goals and asset allocation target.

“Brokerage Practices – Aggregation of Client Transactions”

- To clarify that PGA does not regularly aggregate client purchases (or sales) of a security;
- To add a description of the circumstances under which PGA may aggregate client transactions to be executed at a specific broker-dealer custodian which may include, but are not limited to: (1) purchases (or sales) of the same security by the same type of account (e.g. trust, taxable individual/joint account or IRA) maintained by related clients with the same investment goals, investment time horizon, financial profiles and asset allocation targets; and (2) the liquidation of a security across all client accounts and estate/tax implications are not a concern;
- To clarify that client account transactions shall only be aggregated if aggregation is in the best interest of each participating account; and
- To replace disclosure that transaction costs are allocated on a pro rata basis with a statement that a client shall pay the same transaction costs notwithstanding whether the client’s purchase (or sale) is executed as part of an aggregated purchase (or sale) or not.

“Custody”

- To indicate that PGA may be deemed to have custody over funds and/or securities (“Assets”) held in a client account (an “Account”) if, in the future, it accepts authority to transfer Assets between Accounts with a different registration pursuant to one or more written standing letters of instructions (“Third-Party Asset Movement Authority”). As of the date of this Brochure, PGA did not have Third-Party Asset Movement Authority over any Account.

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Advisory Business

Firm Description

Portland Global Advisors, LLC (“PGA”), a registered investment adviser with the SEC. Currently, PGA manages, on a discretionary basis, equity, fixed income and balanced investment portfolios (e.g. portfolios allocated amongst both equity and fixed income securities), for high net worth and other individuals, charitable organizations, and small businesses (“Discretionary Management Services”). In the future, PGA may invest a client’s assets in other investment vehicles if consistent with PGA’s then-current economic and market outlook and the client’s investment goals.

On occasion, upon the specific request of a client, PGA may provide advice regarding the hiring, retention and termination of one or more other investment advisers registered under the Advisers Act of 1940, as amended (each a “Third Party Adviser”), to manage certain client’s assets (“Consulting Services”). Consulting Services are provided on a non-discretionary basis.

PGA and its predecessor companies have been in business since 1994.

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

Principal Owners

The principal owners of PGA are John Barker Sullivan and Richard S.F. Strabley.

Types of Advisory Services

PGA’s investment advisory services include Discretionary Management Services and Consulting Services (collectively, “Portfolio Management Services”). In addition, PGA publishes a periodic global market analysis entitled, “The Portland Global Advisor,” which is made available, free of charge, to clients and to a limited number of other persons who request copies (“Other Services”).

John Barker Sullivan, Richard S.F. Strabley and Derek C. Jaskulski are the only PGA employees authorized to provide the advisory services described in this Brochure.

Discretionary Management Services. PGA works with each client to develop an individualized, cost effective and objective asset allocation target which is based on numerous factors including the client’s investment goals, investment time horizon, income requirements, expected future expenses, investment limitations, tolerance for investment risk as well as tax and estate needs. PGA utilizes the asset allocation target to create an investment portfolio comprised of an optimal mix of equity securities, fixed income securities and cash that compliment a client’s specific investment needs. This target is flexible and may be adjusted as a client’s financial needs change. These services are provided on a fully discretionary basis. While clients may impose restrictions

on investing in certain securities or types of securities, these limitations must be expressed in and agreed to in writing by PGA and the client.

Consulting Services. Upon request of a client to perform Consulting Services, PGA shall: (1) advise on the retention and termination of Third Party Advisers; (2) monitor the performance of client assets managed by Third Party Advisers (in addition to any client assets subject to PGA's Discretionary Management Services); (3) provide advice on the allocation of client assets among PGA and each Third Party Adviser; and (4) maintain and implement procedures reasonably designed to help ensure that each Third Party Adviser, in providing investment advisory services to the client, complies with the client's investment objective, investment policies, and investment restrictions as documented in directions provided by the client to PGA. The client is responsible for retaining and terminating Third Party Advisers and for issuing instructions relating to the allocation and reallocation of client assets among PGA and each Third Party Adviser for investment.

Other Services. PGA publishes a periodic global market analysis entitled, "The Portland Global Advisor," which is made available, free of charge, to clients and a limited number of other persons who request copies.

NOTE: This Firm Brochure (Part 2A of Form ADV) describes the Discretionary Management Services, Consulting Services and Other Services provided by PGA to its clients. To the extent that a Third Party Adviser is retained by a client to manage a portion of the client's assets ("Third Party Advisory Services"), those assets will be managed consistent with that Third Party Adviser's investment practices. Clients that receive Third Party Advisory Services should review the Firm Brochure (Part 2A of Form ADV) of each Third Party Adviser for a description of its investment advisory services and related information including, but not limited to, management fees and charges, types of clients serviced, investment processes/strategies and risks of loss, disciplinary information, financial industry activities and affiliations, transaction and brokerage practices, custody arrangements for client accounts and oversight of client account activity.

Investment Advisory Agreement

PGA requires that each client enter into an Investment Advisory Agreement ("Agreement") prior to PGA's performance of any Portfolio Management Services for the benefit of the client. The Agreement is a written contract between PGA and the client and sets forth the terms of the Portfolio Management Services to be rendered to the client.

Generally. As an investment adviser, PGA owes a fiduciary duty to each client and must act in the best interests of each client when rendering Portfolio Management Services. Under the Agreement, the client agrees to hold PGA harmless from any liability or expense incurred by reason of any action or decision by PGA made under the Agreement, or any failure to act or decide, made in good faith unless otherwise provided by applicable federal and state laws.

An Agreement between PGA and a client may be terminated upon 30 days' prior written notice to the other party. In the absence of termination, the investment discretion and/or other duties conferred to PGA under an Agreement between PGA and a client shall continue after the client's or authorized representative's death, disability, or legal incompetence. Pursuant to the terms of the Agreement between PGA and a client, the Agreement shall not be assigned without the client's or authorized representative's consent.

PGA does not maintain physical custody of securities or any other assets of the client ("Assets"). The Agreement requires that custody of client Assets be maintained by a "qualified custodian" designated by the client (each a "Custodian"). "Qualified custodians" include broker-dealers.

PGA may, however, be deemed to have custody over client Assets held in a client account (each an "Account") pursuant to its authority to deduct investment management fees from that Accounts under the terms of the Agreement. PGA shall also be deemed to have custody over Assets held in an client Account if, in the future, it accepts authority to transfer Assets between Accounts with a different registration pursuant to one or more written standing letters of instructions ("Third-Party Asset Movement Authority"). For more information regarding PGA's authority to deduct investment management fees from client accounts and exercise Third-Party Asset Movement Authority, see "*Fees and Compensation - Investment Management Fees/Compensation*" and "*Custody*".

Discretionary Management Services. Under the Agreement, the client appoints PGA as its agent and attorney-in-fact, with full authority and discretion, on the client's behalf and risk, to purchase and sell securities in such amounts, at such prices and in such manner as PGA may deem advisable for the client's investment portfolio. The Agreement, however, requires the client to retain all proxy-voting responsibilities with respect to the client's Assets managed by PGA.

The Agreement also provides that the client has the right to designate brokers-dealers through which securities transactions will be executed on behalf of the client's investment portfolio. In the absence of specific instructions from the client, PGA may select one or more brokers-dealers to affect securities transactions. For more information regarding PGA's brokerage practices, see "*Brokerage Practices*".

Consulting Services. The Agreement provides that Consulting Services are rendered on a non-discretionary basis and that the client, not PGA, is responsible for retaining and terminating Third Party Advisers and for issuing instructions relating to the allocation and reallocation of client Assets among PGA and each Third Party Adviser for investment. The Agreement requires that management services provided by a Third Party Adviser shall be rendered pursuant to terms and conditions set forth in a separate investment advisory agreement between the client and the Third Party Adviser.

Assets Under Management

As of December 31, 2017, PGA managed \$529,688,574 on a discretionary basis. As of the same date, PGA provided Consulting Services on a non-discretionary basis to client Assets valued at \$36,834,756.

Fees and Compensation

Investment Management Fees/Compensation

PGA's fees for Portfolio Management Services are billed quarterly in arrears based on the net asset value of a client's portfolio as of the last business day of each calendar quarter (the "Management Fee"). Typically, the Management Fee is deducted from a client's Account held at the client-designated Custodian pursuant to an invoice prepared and presented to the Custodian by PGA and consistent with the terms of the client's Agreement with PGA. A client may, however, request PGA to bill the Management Fee to the client rather than deducting the fees from the client's Account.

Generally, the Management Fee is equal to 1% of the first \$1 million of client Assets under management and 0.50% of the remaining client Assets under management. Under certain circumstances, a different Management Fee may be negotiated including a Management Fee based on a fixed dollar amount in lieu of an asset-based fee.

If Consulting Services are rendered to a client, the client shall be responsible for all fees charged by a Third Party Adviser for investment advisory services rendered to the client (each a "Third Party Advisory Fee") in addition to PGA's Management Fee. This fee structure will result in the client paying management fees to both PGA and a Third Party Adviser with respect to client Assets managed by the Third Party Adviser and the performance of the client's Assets managed by each Third Party Adviser may be adversely affected by the imposition of these multiple management fees.

Neither PGA nor its employees accept compensation for the sale of securities or other investment products.

Other Fees

In addition to the Management Fee, each client is responsible for any custodial fees as well as brokerage and other transaction costs incurred in connection with PGA's provision of Portfolio Management Services. The Management Fee is not reduced to offset these fees. For further information regarding brokerage and other transaction costs, see "*Brokerage Practices*".

To the extent that a client invests in a pooled investment vehicle such as a mutual fund or an exchange-traded fund (an “ETF”), the client will indirectly bear fees and expenses charged by the underlying pooled investment.

Performance-Based Fees and Side-By-Side Management

PGA does not charge performance-based fees. Since all accounts managed by PGA are charged either an asset-based or fixed management fee, PGA is not in a position to favor performance-based fee accounts over other accounts.

Types of Clients

Description of Clients

PGA provides Portfolio Management Services to high net-worth and other individuals, charitable organizations, and small businesses.

Requirements for the Provision of Investment Management Services

PGA requires that each client enter into an Agreement prior to PGA’s performance of any Portfolio Management Services for the benefit of the client. The Agreement is a written contract between PGA and the client and sets forth the terms of the Portfolio Management Services to be rendered to the client. For more information about the Agreement, see “*Advisory Business - Investment Advisory Agreement*”.

The Agreement requires that management services provided by a Third Party Adviser shall be rendered pursuant to terms and conditions set forth in a separate investment advisory agreement between the client and the Third Party Adviser.

The client must open an account with a “Qualified Custodian”, typically a broker-dealer, to hold the client’s Assets subject to the Portfolio Management Services. For more information about the selection of a broker-dealer to hold client Assets and to execute securities transactions, see “*Brokerage Practices - Best Execution*”.

Account Minimums

PGA does not impose account minimums.

Methods of Analysis, Investment Strategies and Risk of Loss

Methods of Analysis

PGA stresses the importance of asset allocation in determining an appropriate investment strategy. During initial meetings with a client, PGA attempts to determine the client's investment goals, investment time horizon, income requirements, expected future expenses, investment limitations, tolerance for investment risk as well as tax and estate planning needs. Based on these criteria, PGA recommends a customized asset allocation target for the client's investment portfolio.

Discretionary Management Services. The asset allocation target is utilized by PGA to create an investment portfolio comprised of an optimal mix of equity securities, fixed income securities and cash that compliment a client's specific investment needs. In the future, PGA may invest a client's Assets in other investment vehicles if consistent with PGA's then-current economic and market outlook and the client's investment goals.

Equity Securities. PGA analyzes broad economic and business trends as well as geo-political developments to identify business sectors (e.g. financials, technology and utilities) and markets (e.g. foreign/emerging markets, small/large capitalization companies) that may benefit from these current trends/developments or anticipated changes to those trends/developments.

PGA generally uses in-house research to identify quality companies operating within these business sectors/markets that have the potential for sustainable growth in the future. Quality companies include businesses that PGA believes, among other things, have:

- Sustainable competitive advantages (e.g. they are leaders or potential leaders in their respective markets based on current or anticipated proprietary products and/or services);
- Effective and innovative management teams; and
- Relatively strong balance sheets.

PGA uses a variety of valuation techniques including analyses of price/earnings ratios and price/cash flows to identify those quality companies whose equity securities are attractively valued relative to the market, their peer group and/or their price history.

Fixed Income Securities. PGA monitors interest rate outlooks, the shape of the yield curve and other economic and geo-political factors to determine the appropriate maturity profile for each client's fixed income portfolio. In particular, PGA monitors the yield of different types of fixed income securities to identify those securities that are consistent with the client's investment goals, investment time horizon, income requirements, tolerance for investment risk, and tax and estate planning needs

ETFs. PGA may also invest client Assets in ETFs to gain exposure to certain equity/fixed income sectors and markets that it believes are benefiting or will benefit from broad economic and business trends as well as geo-political developments or anticipated changes to those trends/developments.

Mutual Funds. While PGA does not typically invest client Assets in mutual funds, it may do so access certain equity/fixed income sectors and markets if such investments are consistent with its investment philosophy and a client's investment goals and asset allocation target. Mutual funds transferred into a client account may be retained if consistent with PGA investment philosophy and the client's investment goals and asset allocation target.

Sale of Portfolio Securities. PGA monitors the securities in each client's portfolio to determine if there have been any fundamental changes in their issuers. PGA may sell a security if, among other things:

- The security subsequently fails to meet PGA's initial investment criteria;
- A more attractive investment opportunity arises or funds are needed for other purposes;
- It believes that the security has reached its appreciation potential; or
- Revised economic forecasts and/or business trends or new geo-political developments require a repositioning of the securities held by a client.

Consulting Services. The asset allocation target may also be utilized by PGA to identify one or more Third Party Advisers whose management style and investment strategies compliment a client's investment goals. PGA analyzes a variety of quantitative and qualitative factors (e.g. investment process, performance and other statistical analytics) to identify these Third Party Advisers. PGA, on at least a quarterly basis, monitors client Assets allocated to PGA and each Third Party Adviser ("Allocated Assets") by, among other things, assessing: (1) the performance of PGA and each Third Party Adviser's Allocated Assets; (2) the composition of PGA's and each Third Party Adviser's Allocated Assets and the strategies employed by each to invest such Assets; and (3) the broad economic and business trends and geo-political developments, and the potential effect of such conditions on the outlook on the investments comprising the Allocated Assets and the strategies utilized to manage those Assets. As a result of this periodic review, PGA may recommend that the client increase or reduce PGA's or a Third Party's Allocated Assets for various reasons including changes in economic forecasts or interest rate outlooks, changes in the performance of PGA and/or a Third Party Adviser or changes to a client's investment goals, financial circumstances or risk tolerance.

Investment Strategies

Discretionary Management Services. PGA's equity strategy focuses on identifying reasonably priced equity securities of quality companies with prospects for sustainable growth in the future. Subject to a client's investment goals, investment restrictions and risk profile, PGA may invest in

equity securities of domestic and foreign companies of all sizes. Potential equity or equity-related investments may include, but are not limited to, exchange - traded common stock and American Depositary Receipts (a negotiable certificate issued by a U.S. bank representing a specified number of shares in a foreign stock traded on a U.S. exchange). PGA may also invest client Assets in ETFs and/or mutual funds to gain exposure to certain equity sectors and markets that it believes are benefiting or will benefit from broad economic and business trends as well as geo-political developments or anticipated changes to those trends/developments.

PGA's fixed income strategy focuses on identifying domestic fixed income securities that are consistent with a client's investment goals, income requirements and tax/estate planning needs. PGA aligns the maturity and credit quality of fixed income investments with each client's investment time horizon and risk profile. Potential fixed income securities may include, but are not limited to, corporate fixed income securities, commercial paper, certificates of deposit, municipal securities and U.S. government securities. PGA may also invest client Assets in ETFs and/or mutual funds to gain exposure to certain fixed income sectors and markets that it believes are benefiting or will benefit from broad economic and business trends as well as geo-political developments or anticipated changes to those trends/developments.

Consulting Services. See "*Method of Analysis – Consulting Services and Risk of Loss – Method of Analysis – Consulting Services*".

Risk of Loss

Investing in securities involves risk. The value of a client's investment portfolio and the corresponding investment return may fluctuate in value as market conditions change and the client could lose all or a portion of the value of the investment portfolio over short or long periods of time.

Discretionary Management Services. The principal risks of investing in equity and fixed income securities are:

ADR Risk. ADRs are subject to Foreign Securities Risk (below). In addition, ADRs may not track the price of the underlying foreign securities.

Equity Securities Risk. Investments in equity securities are susceptible to general stock market fluctuations and to volatile increases and decreases in value as market confidence in and perceptions of issuers change. These investor perceptions are based on various and unpredictable factors including: expectations regarding government, economic, monetary and fiscal policies; inflation and interest rates; economic expansion or contraction; global or regional political, economic and banking crises; and factors affecting specific industries, sectors or companies in which PGA invests on behalf of clients.

Fixed Income Securities Risk.

- *Credit Risk.* Issuers of fixed income securities may be unable to make principal and interest payments when they are due. There is also the risk that the securities could lose value because of a loss of confidence in the ability of the issuer to pay back debt. The degree of credit risk for a particular security may be reflected in its credit rating. Lower rated fixed income securities involve greater credit risk, including the possibility of default or bankruptcy.
- *Interest Rate Risk.* Fixed income securities may lose value because of interest rate changes. For example, bonds tend to decrease in value if interest rates rise. Fixed income securities with longer maturities sometimes offer higher yields, but are subject to greater price shifts as a result of interest rate changes than fixed income securities with shorter maturities.
- *Prepayment Risk.* Prepayment occurs when the issuer of a fixed income security repays principal prior to the security's maturity. During periods of declining interest rates, issuers may increase pre-payments of principal causing PGA to invest in fixed income securities with lower yields thus reducing income generation. Similarly, during periods of increasing interest rates, issuers may decrease pre-payments of principal extending the duration of fixed income securities potentially to maturity. Fixed income securities with longer maturities are subject to greater price shifts as a result of interest rate changes. Also, if PGA is unable to liquidate lower yielding securities to take advantage of a higher interest rate environment, its ability to generate income on behalf of clients may be adversely affected. The potential impact of prepayment features on the price of a fixed income security can be difficult to predict and result in greater volatility.
- *Government-Sponsored Entities Risk.* Investments in U.S. government obligations include securities issued or guaranteed as to principal and interest by the U.S. government, its agencies or instrumentalities, such as the U.S. Treasury. Payment of principal and interest on U.S. government obligations may be backed by the full faith and credit of the U.S. or may be backed solely by the issuing or guaranteeing agency or instrumentality itself. Investments in fixed income securities issued by U.S. government sponsored entities such as the Federal National Mortgage Association, the Federal Home Loan Mortgage Association, and the Federal Home Loan Banks are not backed by the full faith and credit of the U.S. government. There can be no assurance that the U.S. government will provide financial support to its agencies or instrumentalities (including government-sponsored enterprises) when it is not obligated to do so.
- *Junk Bonds Risk.* Investments in bonds that are rated below investment grade, commonly known as "junk bonds" generally provide high income in an effort to compensate investors for their higher risk of default, which is the failure to make required interest or principal payments. Investments in junk bonds have speculative or predominately speculative characteristics. Junk bonds are not investment grade securities and involve greater risk of default or price changes

due to changes in the issuers' creditworthiness than do higher quality securities. In addition, the market prices of lower rated securities may decline significantly in periods of general economic difficulty or rising interest rates. As a result, junk bonds present a significant risk for loss of principal and interest. The market for these securities may also be thinner and less active than that for higher quality securities, which may adversely affect the ability to sell the bonds as well as the price at which they can be sold. Due to the potential for limited liquidity, the prices for junk bonds may also not be readily available.

Foreign Securities Risk. Investing in securities of foreign companies involves risks relating to political, social and economic developments abroad and differences between U.S. and foreign regulatory requirements and market practices. Securities that are denominated in foreign currencies are subject to the further risk that the value of the foreign currency will fall in relation to the U.S. dollar and/or will be affected by volatile currency markets or actions of U.S. and foreign governments or central banks. Foreign securities may be subject to greater fluctuations in price than securities of U.S. companies because foreign markets may be smaller and less liquid than U.S. markets. The value of foreign securities may change materially at times when U.S. markets are not open for trading. These risks tend to be more significant with respect to investments in emerging markets.

Large-Cap Company Risk. Investments in larger, more established companies are subject to the risk that larger companies are sometimes unable to attain the high growth rates of successful, smaller companies, especially during extended periods of economic expansion. Larger, more established companies may be unable to respond quickly to new competitive challenges such as changes in consumer tastes or innovative smaller competitors potentially resulting in lower markets for their common stock.

Mid-Cap and Small-Cap Companies Risk. Investments in mid-cap and small-cap companies may not have the management experience, financial resources, product diversification and competitive strengths of large-cap companies. Therefore, their securities may be more volatile and less liquid than the securities of larger, more established companies. Mid-cap and small-cap company stocks may also be bought and sold less often and in smaller amounts than larger company stocks. Because of this, if PGA wants to sell a large quantity of a mid-cap or small-cap company stock, it may have to sell at a lower price than it might prefer, or it may have to sell in smaller than desired quantities over a period of time. Analysts and other investors may follow these companies less actively and therefore information about these companies may not be as readily available as that for large-cap companies.

Mutual Fund and ETF Risk. Investors in mutual funds and ETFs indirectly bear the fees and expenses (e.g. investment advisory and other service agent fees, trading expenses) incurred by these investment vehicles.

Consulting Services. The investment risks associated with the employment of the multi-manager structure contemplated by the Consulting Services include the investment risks associated with the

securities/interests in which a Third Party Adviser invests the client's Assets. Such risks may, but are not necessarily limited to, the principal risks of investing in equities and fixed income securities summarized in "Methods of Analysis, Investment Strategies and Risk of Loss – Risk of Loss – Discretionary Management Services". In addition, the Assets subject to the Consulting Services involve the following additional risks:

Multi-Manager Risk. The methodology used by PGA to identify Third Party Advisers and to make recommendations regarding the allocation of client Assets among PGA and Third Party Advisers may not achieve desired results and may cause the client to lose money or underperform investment accounts with similar investment goals to that of the client. In addition, PGA and the Third Party Advisers make their trading decisions independently. As a result, the client may be exposed to the same investment through different managers causing its investment portfolio to be less diversified and thus exposing it to greater market risk and potential losses. Conversely, PGA and the Third Party Advisers could implement opposite positions in the same security which would result in higher transaction costs with the possibility of profits. Reallocation of client Assets amongst PGA and the Third Party Advisers may result in transaction costs to the client which could affect the performance of the client's overall investment portfolio.

Fee Layering Risk. If Consulting Services are rendered to a client, the client will pay management fees to both PGA and a Third Party Adviser with respect to client Assets managed by the Third Party Adviser and the performance of the client's Assets managed by each Third Party Adviser may be adversely affected by the imposition of these multiple management fees.

Disciplinary Information

There are no legal or disciplinary events involving PGA or its officers and employees that are material to a client or a prospective client's evaluation of PGA's advisory business or the integrity of PGA's management.

Other Financial Industry Activities and Affiliations

Neither PGA nor its employees are registered, or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

Neither PGA nor its employees are registered, or have an application pending to register, as a futures commission merchant, a commodity pool operator, a commodity trading advisor, or an associated person of any of these entities.

Neither PGA nor any of its employees maintains a relationship or arrangement material to PGA's business or clients with any other business or investment vehicle.

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

Code of Ethics and Personal Securities Trading Policy and Procedures

PGA has adopted a Code of Ethics (“Code”) and a Personal Securities Trading Policy and Procedures (“Personal Trading Policy”). Under the Code, each PGA employee must conduct the business of PGA and all interaction with clients honestly and with integrity. The Code requires each employee to comply with the letter and spirit of applicable securities laws, and in particular, laws relating to manipulation, fraud, misinformation and insider trading. Under the Code and Personal Trading Policy, PGA and each employee is prohibited from executing personal transactions upon confidential or nonpublic information from clients or others. Further, under the Code, no employee may participate in initial public offerings or private placements without the prior approval of PGA’s Compliance Officer. The Code also prohibits employees from having any significant interest in any firm that does business with PGA or any company which PGA recommends to clients for investment and requires employees to report any interest in such entities as soon as possible so appropriate action, where necessary, may be taken.

Under the Code and the Personal Trading Policy, each employee is required to report to the Compliance Officer all holdings in reportable securities as such term is defined under the Advisers Act (“Reportable Securities”) at commencement of employment and at least annually thereafter. In addition, each employee must also submit to the Compliance Officer monthly reports of his/her transactions in Reportable Securities (“Transaction Reports”). Under the Personal Trading Policy, Transaction Reports are not required for accounts over which the employee has no direct or indirect influence or control or for transactions made pursuant to an automatic investment plan.

The Code requires employees to report violations of the Code to the Compliance Officer.

A copy of the Code and the Personal Trading Policy will be provided to each client upon request.

Interest in Client Transactions

Neither PGA nor any employee, acting as principal, may purchase securities from (or sell securities to) PGA clients. Neither PGA nor any employee provides services to or receives compensation from any entity in which it invests client Assets.

PGA and its employees may own, purchase and sell securities that PGA also recommends to clients for investment. It is a conflict of interest to recommend any Reportable Security to a client, or to direct any transaction for a client in a Reportable Security, if any employee has a significant interest in that security. To address this conflict, the Code prohibits employees from having any significant interest in any company which PGA recommends to clients for investment. Further, the Personal Trading Policy requires all client trades in Reportable Securities on any given day to be

executed prior to the execution of any personal trades in the same security or related securities (e.g. warrants, options or futures) by PGA employees. Compliance with these requirements is monitored by the Compliance Officer through the review of periodic reports of investment holdings and transactions submitted by employees (see “*Code of Ethics, Participation or Interest in Client Transactions and Personal Trading – Code of Ethics and Personal Securities Trading Policy and Procedures*”).

Brokerage Practices

Best Execution

Prior to providing Discretionary Management Services to a client, PGA will discuss with a client various options for a Custodian of the client’s Assets, the pros and cons of each and shall make recommendations, upon request. Custodian alternatives and related recommendations, as applicable, are based on PGA’s perception of the Custodian’s ability to execute trades, overall service, the Custodian’s competitive commission structure, and the specific customer’s investment needs and requirements.

Customarily, each client directs PGA to execute transactions through the client’s designated Custodian under the “Selection of Broker-Dealer” form included in the client’s Agreement. For more information on directed brokerage, see “*Brokerage Practices – Directed Brokerage*”.

In the absence of specific instructions from the client, PGA may select one or more brokers-dealers to affect securities transactions. Under these circumstances, PGA generally executes client transactions through the client’s designated Custodian because PGA believes that processing transactions through that Custodian is cost effective for the client and consistent with PGA’s best execution policy.

Pursuant to PGA’s best execution policy, PGA seeks to ensure that client orders directed by PGA to a particular Custodian receive competitive execution services at reasonable commission rates. On a real time basis, the best execution policy requires questionable stock executions to be promptly researched and reviewed and a secondary price obtained from another broker-dealer for bond investments when bids and offers look out of line. When bids and offers look out of line with respect to a bond transaction, the best execution policy requires the price offered to be challenged with the goal of negotiating a more favorable price. Annually, PGA assesses the execution services of each Custodian used to execute client transactions based on a review of the Custodian’s quality of execution, overall level of service (e.g. responsiveness, accessibility, problem solving capabilities and specific expertise or strengths), and infrastructure and technology. Based on this review, PGA may advise a client to change the Custodian used to maintain the client’s Assets.

Soft Dollars

Customarily, each client directs PGA to execute securities transactions through the client's designated Custodian. During PGA's most recently completed fiscal year, PGA did not cause clients to pay commissions higher than those charged by other broker-dealers in return for research or other products/services ("Soft Dollar Arrangements"). In addition, PGA does not currently maintain any Soft Dollar Arrangements.

Certain Custodians through which PGA is directed to or otherwise executes client transactions provide PGA with: (1) company specific and general market research; (2) access to websites that facilitate the provision of Discretionary Management Services (e.g. provide for on-line trading with and submission of custodial account documentation to the Custodian and access to client transactional information, account statements and tax documents); and/or (3) other research-related services such as webinars, round tables, conferences and other communications that focus on developments relating to the investment advisory industry ("Custodial Services"). Custodial Services are provided at no cost to PGA and are not contingent upon the execution of client portfolio transactions through or the payment of commissions to the Custodians. Rather, the Custodial Services are available to PGA because PGA provides Discretionary Management Services to clients that maintain Assets at these Custodians. These Custodians also do not charge PGA clients custodial account fees.

The receipt of Custodial Services from a client's designated Custodian results in an economic benefit to PGA in that it receives these services free of charge and is not otherwise required to produce or separately pay for such services. The receipt of Custodial Services may create an incentive for PGA to present a certain Custodian to clients as an alternative for custodial and trade execution services or to recommend to clients that Custodian to provide such services. PGA, however, does not materially rely on broker-dealer research as part of its overall investment process. While, on occasion, PGA may consider research available through a client's designated Custodian as part of its investment process performed on behalf of all clients, PGA focuses on its own research and other sources to identify suitable investment opportunities for its clients. In addition, PGA maintains a policy to help ensure that clients receive the most favorable execution (e.g. "best execution") of transactions affected by PGA on their behalf. For more information on PGA's best execution policy, see *"Brokerage Practices – Best Execution"*.

Brokerage for Client Referrals

PGA may provide Portfolio Management Services to clients of certain broker-dealers or broker-dealers that may refer prospective clients to PGA. These relationships may create an incentive for PGA to present a certain broker-dealer as an alternative for custodial and trade execution services or to recommend the broker-dealer to provide such services.

Customarily, each client directs PGA to execute transactions through the client's designated Custodian under the "Selection of Broker-Dealer" form included in the client's Agreement. In the

absence of specific instructions from the client, PGA may select one or more brokers-dealers to affect securities transactions. Under these circumstances, PGA generally executes client transactions through the client's designated Custodian because PGA believes that processing transactions through that Custodian is cost effective for the client and consistent with PGA's best execution policy. For further information about PGA's best execution policy and procedures, see *"Brokerage Practices - Best Execution"*).

Directed Brokerage

Customarily, each client directs PGA to execute transactions through the client's designated Custodian under the "Selection of Broker-Dealer" form included in the client's Agreement. While directing brokerage may prevent PGA from obtaining the best price and may result in certain clients' paying more to execute certain brokerage transactions, PGA believes it is able to achieve the most favorable execution (best execution) through the client's designated Custodian given that Custodian's ability to execute trades, overall service, competitive commission structure, and the specific client's investment needs and requirements. Not all investment advisers require their clients to direct portfolio transactions through a specific broker-dealer.

Certain Custodians provide PGA with Custodial Services. The receipt of Custodial Services from a client's Custodian results in an economic benefit to PGA in that it receives these services free of charge and is not otherwise required to produce or separately pay for such services. The receipt of Custodial Services may create an incentive for PGA to present a certain broker-dealer to clients as an alternative for custodial and trade execution services or to recommend to clients that broker-dealer to provide such services. PGA, however, maintains a policy and procedures to help ensure that clients receive the most favorable execution (e.g. "best execution") of transactions affected by PGA on their behalf. For further information about PGA's best execution policy and procedures, see *"Brokerage Practices - Best Execution"*).

To the extent that a client directs the execution of transactions through a Custodian that is not included in the Custodian alternatives presented by PGA, the client may pay higher brokerage commissions because PGA may not be able to negotiate execution prices comparable to those available through the Custodian alternatives.

Aggregation of Client Transactions

PGA does not regularly aggregate client purchases (or sales) of a security because:

- PGA establishes, monitors and trades client portfolios on an account by account basis to help ensure ongoing compliance with each client's customized asset allocation target and related matters including investment goals and tax/estate planning needs; and
- PGA clients utilize multiple Custodians and, customarily, each client directs PGA to execute transactions through that client's designated Custodian.

Under certain circumstances, however, PGA may aggregate client transactions to be executed at a specific Custodian. Such circumstances may include, but are not limited to:

- Purchases (or sales) of the same security by the same type of account (e.g. trust, taxable individual/joint account or IRA) maintained by related clients with the same investment goals, investment time horizon, financial profiles and asset allocation targets;
- Liquidation of a security across all client accounts and estate/tax implications are not a concern.

If PGA aggregates purchases (or sales) of a security for multiple client accounts sharing a common Custodian, those purchases (or sales) shall be executed at the average execution price. A client shall pay the same transaction costs notwithstanding whether the client's purchase (or sale) is executed as part of an aggregated purchase (or sale) or not.. If an aggregated order is not completely executed, securities purchased or sold will be allocated on an equitable basis (generally, on a pro rata basis). Client account transactions shall only be aggregated if aggregation is in the best interest of each participating account.

Review of Accounts

Daily Review

Discretionary Management Services. On a daily basis, each PGA authorized trader reviews submitted transactions against transaction settlement details received from executing Custodians to confirm that such transactions were affected as instructed.

Also, a PGA authorized trader or his/her designee reconciles transactional data for the prior business day with electronic transactional data for that date provided by certain Custodians to confirm that all securities transactions submitted on that date were properly executed. This review also focuses on any unreconciled cash items noted in the electronic activity.

Daily electronic account activity is not available for a limited number of client accounts (each a "Manual Account"). Generally, transactions and corresponding cash movements for these accounts are reviewed during the monthly reconciliation process.

Monthly Review

On a monthly basis, a PGA authorized trader or his/her designee reconciles the securities and cash activity of each Manual Account to identify unauthorized or inappropriate transactions and to verify the propriety of related cash movements.

Quarterly Review

Discretionary Management Services. At least quarterly, the Head of Asset Allocation and/or his designee reviews each client account subject to Discretionary Management Services to confirm that the composition is consistent with the portfolio allocation target selected by PGA based on, among other things, the client's investment goals, investment time horizon, income requirements, expected future expenses, and tolerance for investment risk.

Consulting Services. At least quarterly, the Head of Asset Allocation monitors PGA's and each Third Party Adviser's Allocated Assets by, among other things, assessing: (1) the performance of PGA and each Third Party Adviser's Allocated Assets; and (2) the composition of PGA's and each Third Party Adviser's Allocated Assets and the strategies employed by each to invest such Assets. As a result of this periodic review, PGA may recommend that the client increase or reduce PGA's or a Third Party's Allocated Assets for various reasons including changes in economic forecasts or interest rate outlooks, changes in the performance of PGA and/or a Third Party Adviser, changes in personnel at a Third Party Adviser, or changes to a client's investment goals, financial circumstances or risk tolerance.

Annual Review

Annually, each client is asked to disclose any change in circumstances that may require an adjustment to the portfolio allocation target utilized by PGA to manage the client's account.

Ongoing Review

Discretionary Management Services. The Head of Equity Research and the Head of Fixed Income Research review securities comprising client accounts subject to Discretionary Management Services on an ongoing basis to monitor the continued viability of such investments in light of changing economic conditions.

As a client's economic circumstances or comfort level with the market changes, the asset allocation and securities comprising the client's investment portfolio may be reviewed and updated to reflect the change in the client's circumstances.

Consulting Services. The Head of Asset Allocation reviews the current market conditions, the broad economic and business trends and geo-political developments and the potential effect of such conditions on the investments comprising the Allocated Assets of Third Party Advisers and the strategies utilized to manage those Assets. Changes in economic forecasts or interest rate outlooks may result in PGA recommending that the client increase or reduce PGA's or a Third Party Adviser's Allocated Assets in order to ensure that Allocated Assets continue to satisfy client investment goals, policies and restrictions.

Periodic Reports

Each client receives a quarterly report that includes updated account performance, a summary of all client holdings and general market commentary provided by PGA.

Client Referrals and Other Compensation

PGA does not receive cash or any other economic benefit from a third party who is not a client for providing investment advice or other advisory services to clients.

PGA does not directly or indirectly compensate any person for client referrals.

Custody

PGA does not have physical custody over client Assets. Each client account is maintained at a client-designated Custodian.

PGA may, however, be deemed to have custody over Assets held in a client Account pursuant to its authority to deduct investment management fees from that Account under the terms of the Agreement. PGA shall also be deemed to have custody over Assets in a client's Account if, in the future, it accepts authority to transfer Assets between Accounts with a different registration pursuant to Third-Party Asset Movement Authority. As of the date of this Brochure, PGA did not have Third-Party Asset Movement Authority over any Account. For more information regarding PGA's authority to deduct investment management fees from client accounts and exercise Third-Party Asset Movement Authority, see "*Fees and Compensation - Investment Management Fees/Compensation*".

Each client to whom Discretionary Management Services are provided will receive periodic account statements from both PGA and the Custodian with respect to client Assets managed on a discretionary basis and should review these account statements carefully. PGA urges each client to review the periodic statements provided by the Custodian against the statements PGA provides for the corresponding time periods.

Investment Discretion

Discretionary Management Services. PGA provides Discretionary Management Services on a fully discretionary basis. Under the Agreement, the client appoints PGA as its agent and attorney-in-fact, with full authority and discretion, on the client's behalf and risk, to purchase and sell securities in such amounts, at such prices and in such manner as PGA may deem advisable for the client's investment portfolio.

While clients may impose restrictions on investing in certain securities or types of securities, these limitations must be expressed in and agreed to in writing by PGA and the client.

Consulting Services. The Agreement provides that Consulting Services are rendered on a non-discretionary basis and that the client, not PGA, is responsible for retaining and terminating Third Party Advisers and for issuing instructions relating to the allocation and reallocation of client Assets among PGA and each Third Party Adviser for investment. The Agreement states that management services provided by a Third Party Adviser shall be rendered pursuant to terms and conditions set forth in a separate investment advisory agreement between the client and the Third Party Adviser.

For more information about the Agreement, see “*Advisory Business - Investment Advisory Agreement*”.

Voting Client Securities

Discretionary Management Services. Under the Agreement between PGA and a client, the client retains all proxy voting responsibilities with respect to Assets subject to Discretionary Management Services. Each client will receive proxies or other solicitations relating to securities and other Assets held in its investment portfolio managed by PGA directly from the Custodian. Using the contact information set forth on the cover sheet of this brochure, a client may contact PGA with questions regarding a particular solicitation.

Consulting Services. The investment advisory agreement between a client and a Third Party Adviser shall set forth the respective parties’ responsibilities regarding the voting of proxies related to client Assets managed by the Third Party Adviser.

Financial Information

PGA does not require or solicit pre-payment of the Management Fee from clients and therefore is not obligated to disclose a balance sheet for its most recently completed fiscal year.

PGA has not been the subject of a bankruptcy petition during the past 10 years and is not aware of any financial condition that is reasonably likely to impair its ability to meet contractual commitments to clients.