

## **Argent Retirement Plan Advisors, LLC**

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### **FORM ADV PART 2A BROCHURE**

This brochure provides information about the qualifications and business practices of Argent Retirement Plan Advisors, LLC. If you have any questions about the contents of this brochure, please contact us at 318-251-5834. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Argent Retirement Plan Advisors, LLC is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

Argent Retirement Plan Advisors, LLC is a registered investment adviser. Registration as an investment adviser does not imply a certain level of skill or training.

## **Item 2          Summary of Material Changes**

Form ADV Part 2 requires registered investment advisers to amend their brochure when information becomes materially inaccurate. If there are any material changes to an adviser's disclosure brochure, the adviser is required to notify you and provide you with a description of the material changes.

We have the following material changes to report with the filing of this updated Firm Brochure:

There have been no material changes made our Part 2A Brochure since our last Amendment filing made on March 28, 2017.

### **Item 3          Table of Contents**

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## **Item 4          Advisory Business**

### **Description of Services and Fees**

Argent Retirement Plan Advisors, LLC ("Argent Retirement") is a registered investment adviser and Municipal Advisor based in Oklahoma City, Oklahoma. We are organized as a limited liability company under the laws of the State of Oklahoma. Our firm has been providing investment advisory services since 2012. Argent Financial Group, Inc. is our principal owner. R. Brad Knowles and Matthew McGuire are our Managing Directors and Mark Milton is our President.

Currently, we offer the following investment advisory services, which are personalized to each individual client:

- Pension Consulting Services
- \* Portfolio Management Services

The following paragraphs describe our services and fees. Please refer to the description of each investment advisory service listed below for information on how we tailor our advisory services to your individual needs. As used in this brochure, the words "we", "our" and "us" refer to Argent Retirement and the words "you", "your" and "client" refer to you as either a client or prospective client of our firm.

### **Pension Consulting Services**

Our primary business is pension consulting services to participant directed ERISA plans-a plan client (see below). To a much lesser extent, we may also provide non-discretionary (*see below*) investment advisory services to individuals. Before engaging Argent Retirement to provide services, clients are required to enter into an agreement with us setting forth the terms and conditions of the engagement, describing the scope of the services to be provided, and the fees that a client will incur (*see fee schedule at Item 5 below*). Argent Retirement provides pension consulting and investment advisory services specific to the needs of each client. Before providing pension consulting and/or investment advisory services, we will ascertain the client's (i.e., the plan or individual) investment objective(s), and confirm same in an Investment Policy Statement. With respect to individual clients, we will then recommend that the client allocate the portfolio consistent with the designated investment objective(s)

We offer pension consulting services to employee benefit plans and their fiduciaries based upon the needs of the plan and the services requested by the plan sponsor or named fiduciary. In general, these services may include an existing plan review and analysis, plan-level advice regarding fund selection and investment options, education services to plan participants, investment performance monitoring, and/or ongoing consulting. These pension consulting services will generally be non-discretionary and advisory in nature. The ultimate decision to act on behalf of the plan shall remain with the plan sponsor or other named fiduciary.

We may also assist with participant enrollment meetings and provide investment-related educational seminars to plan participants on such topics as:

- Diversification
- Asset allocation
- Risk tolerance
- Time horizon

Our educational seminars may include other investment-related topics specific to the particular plan.

We may also provide additional types of pension consulting services to plans on an individually negotiated basis. All services, whether discussed above or customized for the plan based upon requirements from the plan fiduciaries (which may include additional plan-level or participant-level services) shall be detailed in a written agreement and be consistent with the parameters set forth in the plan documents.

## **Portfolio Management Services**

We offer non-discretionary portfolio management services. Our investment advice is tailored to meet our clients' needs and investment objectives. If you retain our firm for portfolio management services, we will meet with you to determine your investment objectives, risk tolerance, and other relevant information at the beginning of our advisory relationship. We will use the information we gather to develop a strategy that enables our firm to give you continuous and focused investment advice and/or to make investments on your behalf. As part of our portfolio management services, we may customize an investment portfolio for you according to your risk tolerance and investing objectives. Once we construct an investment portfolio for you, we will monitor your portfolio's performance on an ongoing basis, and will rebalance the portfolio as required by changes in market conditions and in your financial circumstances.

If you enter into non-discretionary arrangements with our firm, we must obtain your approval prior to executing any transactions on behalf of your account.

## **Types of Investments**

We primarily offer advice on stocks, bonds, mutual funds, and ETFs. Additionally, we may advise you on any type of investment that we deem appropriate based on your stated goals and objectives. We may also provide advice on any type of investment held in your portfolio at the inception of our advisory relationship. You may request that we refrain from investing in particular securities or certain types of securities. You must provide these restrictions to our firm in writing.

## **Non-Discretionary Service Limitations**

Individual clients that engage Argent Retirement on a non-discretionary investment advisory basis must be willing to accept that Argent Retirement cannot effect any account transactions without obtaining prior consent to any such transaction(s) from the client. Thus, in the event that Argent Retirement would like to make a transaction for a client's account (including in the event of an individual holding or general market correction), and the client is unavailable, Argent Retirement will be unable to effect the account transaction(s) without first obtaining the client's consent.

## **Use of Mutual Funds and Exchange Traded Funds**

Most mutual funds and exchange traded funds are available directly to the public. Thus, a prospective client can obtain many of the funds that may be utilized by Argent Retirement independent of engaging Argent Retirement as an investment advisor. However, if a prospective client determines to do so, he/she will not receive Argent Retirement's initial and ongoing investment advisory services. In addition to Argent Retirement's investment advisory fee described below, and transaction and/or custodial fees discussed below, clients will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g. management fees and other fund expenses).

## **Portfolio Activity**

When providing non-discretionary portfolio management services, Argent Retirement has a fiduciary duty to provide services consistent with the client's best interest. As part of its investment advisory services, Argent Retirement will review client portfolios on an ongoing basis to determine if any changes are necessary based upon various factors, including, but not limited to, investment performance, fund manager tenure, style drift, account additions/withdrawals, and/or a change in the client's investment objective. Based upon these factors, there may be extended periods of time when Argent Retirement determines that recommending changes to a client's portfolio are neither necessary nor prudent. Of course, as indicated below, there can be no assurance that investment recommended by Argent Retirement will be profitable or equal any specific performance level(s).

## **No Financial Planning and Non-Investment Implementation Services**

Argent Retirement does not provide financial planning or related consulting services regarding non-investment related matters, such as tax and estate planning, insurance, etc. We do not serve as an attorney, accountant, record keeper, pension administrator, or insurance agent, and no portion of our services should be construed as same. Accordingly, we do not prepare estate planning documents, tax

returns, or sell insurance products. To the extent requested by a client, we may recommend the services of other professionals for non-investment implementation purpose (i.e. attorneys, accountants, insurance, etc. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Argent Retirement and/or its representatives. If the client engages any recommended unaffiliated professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional.

### **Client Obligations**

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

### **Investment Risk**

Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by Argent Retirement) will be profitable or equal any specific performance level(s).

### **Assets Under Management**

As of December 31, 2017, we manage approximately \$84,132,592 in client assets on a discretionary basis. Additionally, we provide investment advice to \$993,359,635 in pension plan assets.

## **Item 5 Fees and Compensation**

### **Portfolio Management Services**

Our fee for portfolio management services is based on a percentage of your assets we manage and is set forth in the following fee schedule:

<b>Assets Under Management</b>	<b>Annual Fee</b>
Up to \$3 million	1.00%
\$3 million to \$5 million	0.90%
\$5 million to \$7 million	0.80%
\$7 million to \$20 million	0.70%
>\$20 million	0.50%

Our investment advisory fee is negotiable at our discretion, depending upon objective and subjective factors including but not limited to: the amount of assets to be managed; portfolio composition; the scope and complexity of the engagement; the anticipated number of meetings and servicing needs; related accounts; future earning capacity; anticipated future additional assets; the professional(s) rendering the service(s); prior relationships with us and/or our representatives, and negotiations with the client. As a result of these factors, similarly situated clients could pay different fees, the services to we provide to any particular client could be available from other advisers at lower fees, and certain clients may have fees different than those specifically set forth above.

Our annual portfolio management fee is billed and payable either monthly or quarterly in arrears based on the value of your account on the last day of the month or quarter, respectively. The payments terms will be clearly stated in the agreement that you sign with our firm.

If the portfolio management agreement is executed at any time other than the first day of a calendar quarter, our fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the quarter for which you are a client. Our advisory fee is negotiable, depending on individual client circumstances.

At our discretion, we may combine the account values of family members living in the same household to determine the applicable advisory fee. For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts. Combining account values may increase the asset total, which may result in your paying a reduced advisory fee based on the available breakpoints in our fee schedule stated above.

We will deduct our fee directly from your account through the qualified custodian holding your funds and securities. We will deduct our advisory fee only when the following requirements are met:

- You provide our firm with written authorization permitting the fees to be paid directly from your account held by the qualified custodian.
- We send you an invoice showing the amount of the fee, the value of the assets on which the fee is based, and the specific manner in which the fee was calculated.
- The qualified custodian agrees to send you a statement, at least quarterly, indicating all amounts dispersed from your account including the amount of the advisory fee paid directly to our firm.

You may terminate the portfolio management agreement upon 30-days' written notice to our firm. You will incur a pro rata charge for services rendered prior to the termination of the portfolio management agreement, which means you will incur advisory fees only in proportion to the number of days in the quarter for which you are a client.

### **Pension Consulting Services**

Our fee schedule for pension consulting services will be:  
Fee Schedule for Pension Advisory Services

<b>Assets</b>	<b>Annual Fee</b>
1.5 million to \$5 million	0.65%
\$5 million to \$10 million	0.50%
\$10 million to \$15 million	0.40%
\$15 million to \$25 million	0.30%
\$25 million to \$35 million	0.20%
\$35 million and up	0.15%

Accounts with under \$1.5 million in assets under management will be charged a fixed fee of \$3,000 per quarter.

Our advisory fees for these customized services will be negotiated with the plan sponsor or named fiduciary on a case-by-case basis.

Our consulting fee is negotiable at our discretion, depending upon objective and subjective factors including but not limited to: the amount of assets within the plan; portfolio composition; the scope and complexity of the engagement; the anticipated number of meetings and servicing needs; related accounts; future earning capacity; anticipated future additional assets; the professional(s) rendering the service(s); prior relationships with us and/or our representatives, and negotiations with the client. As a result of these factors, similarly situated clients could pay different fees, the services to we provide to any particular client could be available from other advisers at lower fees, and certain clients may have fees different than those specifically set forth above.

Fees will be billed and paid monthly or quarterly in arrears. If our services are retained in the middle of a billing period, the fee for such month or quarter will be calculated on a pro rata basis, based upon the number of days remaining in the month or quarter.

We will send you an invoice for the payment of our advisory fee, or we will deduct our fee directly from your account through the qualified custodian holding your funds and securities. We will deduct our advisory fee only when you have given our firm written authorization permitting the fees to be paid directly from your account. Further, the qualified custodian will deliver an account statement to you at least quarterly. These account statements will show all disbursements from your account. You should review all statements for accuracy. We will also receive a duplicate copy of your account statements.

Either party to the pension consulting agreement may terminate the agreement upon 90-days\* written notice to the other party. The pension consulting fees will be prorated for the quarter in which the termination notice is given and any unearned fees will be refunded to the client.

### **Grandfathering of Account Terms**

Pre-existing advisory clients are subject to our minimum account requirements, advisory fees and billing terms in effect at the time the client entered into the advisory relationship. Therefore, our firm's account terms will differ among clients.

### **Additional Fees and Expenses**

As part of our investment advisory services to you, we may invest, or recommend that you invest, in mutual funds and exchange traded funds. The fees that you pay to our firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. You may also incur transaction charges and/or brokerage fees when purchasing or selling securities. These charges and fees are typically imposed by the broker-dealer or custodian through whom your account transactions are executed. We do not share in any portion of the brokerage fees/transaction charges imposed by the broker-dealer or custodian. To fully understand the total cost you will incur, you should review all the fees charged by mutual funds, exchange traded funds, our firm, and others. For information on our brokerage practices, please refer to the Brokerage Practices section of this brochure.

### **Asset Based Pricing Limitations**

We may recommend that our clients enter into an asset based pricing agreement with the account custodian. Under an asset based pricing arrangement, the amount that the client will pay the custodian for account commission/transaction fees is based upon a percentage (%) of the market value of the client's account (generally, the greater the market value, the lower the %). This differs from transaction-based pricing, which assesses a separate commission/transaction fee against the client's account for each account transaction. Account investment decisions are driven by security selection and anticipated market conditions and not the amount of transaction fees payable by the client to the account custodian. We do not receive any portion of the asset based transaction fees payable by the client to the account custodian. We continue to believe that its clients may benefit from an asset based pricing arrangement. The client can request at any time to switch from asset based pricing to transactions based pricing, however, there can be no assurance that the volume of transactions will be consistent from year-to-year given changes in market events and security selection. Thus, given the variances in trading volume, any decision by the client to switch to transaction based pricing could prove to be economically disadvantageous.

### **Compensation for the Sale of Securities or Other Investment Products**

Persons providing investment advice on behalf of our firm may be licensed as independent insurance agents. These persons will earn commission-based compensation for selling insurance products, including insurance products they sell to you. Insurance commissions earned by these persons are separate and in addition to our advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of our firm who are insurance agents have an incentive to recommend insurance products to you for the purpose of generating commissions. You are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with our firm.



## **Item 6            Performance-Based Fees and Side-By-Side Management**

We do not accept performance-based fees or participate in side-by-side management. Performance-based fees are fees that are based on a share of capital gains or capital appreciation of a client's account. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees. Our fees are calculated as described in the Advisory Business section above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds in your advisory account.

## **Item 7            Types of Clients**

We offer investment advisory services to individuals, high net worth individuals, banks and thrift institutions, pension and profit sharing plans, charitable organizations, corporations, state and municipal government entities, and other business entities.

Argent Retirement, in its sole discretion, may reduce or waive its minimum quarterly fee for pension clients. A plan client that maintain less than \$1,500,000 of assets, and are subject to the \$2,500 per quarter minimum fee, you could pay a higher percentage quarterly fee than that referenced in the above fee schedule.

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

### **Our Methods of Analysis and Investment Strategies**

We may use one or more of the following methods of analysis or investment strategies when providing investment advice to you:

**Fundamental Analysis** - involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company and its industry. The resulting data is used to measure the true value of the company's stock compared to the current market value.

- **Risk:** The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.

**Cyclical Analysis** - a type of technical analysis that involves evaluating recurring price patterns and trends. Economic/business cycles may not be predictable and may have many fluctuations between long term expansions and contractions.

- **Risk:** The lengths of economic cycles may be difficult to predict with accuracy and therefore the risk of cyclical analysis is the difficulty in predicting economic trends and consequently the changing value of securities that would be affected by these changing trends .

Our investment strategies and advice may vary depending upon each client's specific financial situation. As such, we determine investments and allocations based upon your predefined objectives, risk tolerance, time horizon, financial horizon, financial information, liquidity needs, and other various suitability factors. Your restrictions and guidelines may affect the composition of your portfolio.

### **Tax Considerations**

Our strategies and investments may have unique and significant tax implications. However, unless we specifically agree otherwise, and in writing, tax efficiency is not our primary consideration in the

management of your assets. Regardless of your account size or any other factors, we strongly recommend that you consult with a tax professional prior to and throughout the investing of your assets.

Moreover, as a result of revised IRS regulations, custodians and broker-dealers will begin reporting the cost basis of equities acquired in client accounts on or after January 1, 2011. Your custodian will default to the FIFO (First-In First-Out) accounting method for calculating the cost basis of your investments. You are responsible for contacting your tax advisor to determine if this accounting method is the right choice for you. If your tax advisor believes another accounting method is more advantageous, please provide written notice to our firm immediately and we will alert your account custodian of your individually selected accounting method. Please note that decisions about cost basis accounting methods will need to be made before trades settle, as the cost basis method cannot be changed after settlement.

### **Risk of Loss**

Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

### **Recommendation of Particular Types of Securities**

As disclosed under the Advisory Business section in this brochure, we primarily offer advice on stocks, bonds, mutual funds, and ETFs. We may recommend other types of investments as appropriate for you since each client has different needs and different tolerance for risk. Each type of security has its own unique set of risks associated with it and it would not be possible to list here all of the specific risks of every type of investment. Even within the same type of investment, risks can vary widely. However, in very general terms, the higher the anticipated return of an investment, the higher the risk of loss associated with it.

**Stocks:** There are numerous ways of measuring the risk of equity securities (also known simply as "equities" or "stock"). In very broad terms, the value of a stock depends on the financial health of the company issuing it. However, stock prices can be affected by many other factors including, but not limited to: the class of stock (for example, preferred or common); the health of the market sector of the issuing company; and, the overall health of the economy. In general, larger, more well established companies ("large cap") tend to be safer than smaller start-up companies ("small cap") but the mere size of an issuer is not, by itself, an indicator of the safety of the investment.

**Bonds:** Corporate debt securities (or "bonds") are typically safer investments than equity securities, but their risk can also vary widely based on: the financial health of the issuer; the risk that the issuer might default; when the bond is set to mature; and, whether or not the bond can be "called" prior to maturity. When a bond is called, it may not be possible to replace it with a bond of equal character paying the same rate of return.

**Mutual Funds and ETFs:** Mutual funds and exchange traded funds (ETFs) are professionally managed collective investment systems that pool money from many investors and invest in stocks, bonds, short-term money market instruments, other mutual funds, other securities or any combination thereof. The fund will have a manager that trades the fund's investments in accordance with the fund's investment objective. While mutual funds and ETFs generally provide diversification, risks can be significantly increased if the fund is concentrated in a particular sector of the market, primarily invests in small cap or speculative companies, uses leverage (i.e., borrows money) to a significant degree, or concentrates in a particular type of security (i.e., equities) rather than balancing the fund with different types of securities. Exchange traded funds differ from mutual funds since they can be bought and sold throughout the day like stock and their price can fluctuate throughout the day. The returns on mutual funds and ETFs can be reduced by the costs to manage the funds. Also, while some mutual funds are "no load" and charge no fee to buy into, or sell out of, the fund, other types of mutual funds do charge such fees which can also reduce returns. Mutual funds can also be "closed end" or "open end". So called "open end" mutual funds

continue to allow in new investors indefinitely whereas "closed end" funds have a fixed number of shares to sell which can limit their availability to new investors.

## **Item 9           Disciplinary Information**

Argent Retirement has no reportable disciplinary information.

## **Item 10          Other Financial Industry Activities and Affiliations**

Argent Financial Group, our principal owner, is also the sole owner of Argent Fiduciary Consulting Services, LLC (provides consulting and compliance services to trust companies and registered investment advisers), Family Wealth Practices, LLC (affiliated Mississippi state registered investment adviser firm), Highland Capital Management, LLC (affiliated SEC registered investment adviser firm), Heritage Trust Company (an Oklahoma Trust Company), Argent Insurance Services, LLC (insurance), Argent Property Services, LLC (oil and gas, lease management, timber property management, etc.), Argent Advisors Leasing Services, LLC (an employment leasing company), Argent Trust Company (custodian and trust services), and Ameritrust Investment Advisors, Inc. (affiliated Oklahoma state registered investment adviser firm).

In certain circumstances, our Associated Persons may refer clients to entities owned by Argent Financial Group, including those referenced in the immediately preceding paragraph. Those entities may provide services to the client, which are not investment-related. There are no referral fee agreements between Argent Retirement and any affiliated entities. **Please Note:** Clients are under no obligation to engage the services of such affiliated entities.

### **Licensed Insurance Agent**

R. Brad Knowles is separately licensed as an independent insurance agent. In this capacity, he can effect transactions in insurance products for his clients and earn commissions for these activities. The fees you pay our firm for advisory services are separate and distinct from the commissions earned by Mr. Knowles for insurance-related activities. This presents a conflict of interest because Mr. Knowles may have an incentive to recommend insurance products to you for the purpose of generating commissions rather than solely based on your needs. However, you are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with our firm. The recommendation by Mr. Knowles that a client purchase an insurance commission product presents a material conflict of interest, as the receipt of commissions may provide an incentive to recommend investment products based on commissions received, rather than on a particular client's need. No client is under any obligation to purchase any commission products from Mr. Knowles. Clients are reminded that they may purchase recommended insurance products through other, non-affiliated professionals.

Persons providing investment advice on behalf of our firm may also be licensed as independent insurance agents. You are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with our firm.

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

### **Description of Our Code of Ethics**

We strive to comply with applicable laws and regulations governing our practices. Therefore, our Code of Ethics includes guidelines for professional standards of conduct for persons associated with our firm. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with you. All persons associated with our firm are expected to adhere strictly to these guidelines. Persons associated with our firm are also required to report any violations of

our Code of Ethics. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about you or your account holdings by persons associated with our firm.

Clients or prospective clients may obtain a copy of our Code of Ethics by contacting us at the telephone number on the cover page of this brochure.

#### **Participation or Interest in Client Transactions**

Neither our firm nor any persons associated with our firm has any material financial interest in client transactions beyond the provision of investment advisory services as disclosed in this brochure.

#### **Personal Trading Practices**

Our firm or persons associated with our firm may buy or sell the same securities that we recommend to you or securities in which you are already invested. A conflict of interest exists in such cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To eliminate this conflict of interest, it is our policy that neither our firm nor persons associated with our firm shall have priority over your account in the purchase or sale of securities.

Our firm or persons associated with our firm may buy or sell securities for you at the same time we or persons associated with our firm buy or sell such securities for our own account. We may also combine our orders to purchase securities with your orders to purchase securities ("block trading"). Please refer to the Brokerage Practices section in this brochure for information on our block trading practices.

A conflict of interest exists in such cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To mitigate this conflict of interest, it is our policy that neither our firm nor persons associated with our firm shall have priority over your account in the purchase or sale of securities.

### **Item 12      Brokerage Practices**

We recommend the brokerage and custodial services of TD Ameritrade among others. We believe we recommend brokerage firms that provide quality execution services for you at competitive prices. Price is not the sole factor we consider in evaluating best execution. We also consider the quality of the brokerage services, including the value of the firm's reputation, execution capabilities, commission rates, and responsiveness to our clients and our firm.

You may pay higher commissions and/or trading costs than those that may be available elsewhere.

#### **Brokerage for Client Referrals**

We do not receive client referrals from broker-dealers in exchange for cash or other compensation, such as brokerage services or research.

#### **Block Trades**

We may combine multiple orders for shares of the same securities purchased for advisory accounts we manage (this practice is commonly referred to as "block trading"). We will then distribute a portion of the shares to participating accounts in a fair and equitable manner. The distribution of the shares purchased is typically proportionate to the size of the account, but it is not based on account performance or the amount or structure of management fees. Subject to our discretion regarding factual and market conditions, when we combine orders, each participating account pays an average price per share for all transactions and pays a proportionate share of all transaction costs. Accounts owned by our firm or persons associated with our firm may participate in block trading with your accounts; however, they will not be given preferential treatment.

## **Item 13      Review of Accounts**

### **Portfolio Management**

R. Brad Knowles, Managing Director and/or Mark Milton, President of Argent Retirement will monitor your managed accounts on a periodic basis and will conduct account reviews at least quarterly to ensure the advisory services provided to you and that the portfolio mix is consistent with your stated investment needs and objectives. Additional reviews may be conducted based on various circumstances, including, but not limited to:

- contributions and withdrawals,
- year-end tax planning,
- market moving events,
- security specific events, and/or,
- changes in your risk/return objectives.

We will not provide you with additional or regular written reports in conjunction with account reviews.

## **Item 14      Client Referrals and Other Compensation**

Argent Retirement could, but does not currently, receive, from an account custodian without cost (and/or at a discount), support services and/or products, certain of which assist may Argent Retirement to better monitor and service client accounts maintained at such institutions, while others may assist Argent Retirement manage and/or further develop its business enterprise. If Argent Retirement does receive any such support in the future, Argent Retirement clients will not pay more for investment transactions effected and/or assets maintained at such custodian as result of the arrangement. There shall be no corresponding commitment made by Argent Retirement to a custodian or any other entity to maintain a percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangements. Argent Retirement's Chief Compliance Officer, Carrie A. Brown, remains available to address any questions that a client or prospective client may have regarding the above arrangements and any corresponding perceived conflict of interest such arrangements may create.

Please refer to the Brokerage Practices section above for disclosures on research and other benefits we may receive resulting from our relationship with TD Ameritrade.

As disclosed under the Fees and Compensation section in this brochure, persons providing investment advice on behalf of our firm are licensed insurance agents. For information on the conflicts of interest this presents, and how we address these conflicts, please refer to the Fees and Compensation section.

Argent Retirement does not compensate individuals or entities for prospective client introductions.

## **Item 15      Custody**

As paying agent for our firm, your independent custodian will directly debit your account(s) for the payment of our advisory fees. We do not have physical custody of any of your funds and/or securities. Your funds and securities will be held with a bank, broker-dealer, or other independent, qualified custodian. You will receive account statements from the independent, qualified custodian(s) holding your funds and securities at least quarterly. The account statements from your custodian(s) will indicate the amount of our advisory fees deducted from your account(s) each billing period.

If you have a question regarding your account statement, or if you did not receive a statement from your custodian, please contact us directly at the telephone number on the cover page of this brochure.

## **Item 16 Investment Discretion**

The client can determine to engage us to provide investment advisory services on a discretionary basis. Prior to Argent Retirement assuming discretionary authority over a client's account, client shall be required to execute an agreement, naming Argent Retirement as client's attorney and agent in fact, granting Argent Retirement the limited authority to buy, sell, or otherwise effect investment transactions involving the assets in the client's name for found in the discretionary account.

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

If you enter into non-discretionary arrangements with our firm, we will obtain your approval prior to the execution of any transactions for your account(s). You have an unrestricted right to decline to implement any advice provided by our firm on a non-discretionary basis.

## **Item 17 Voting Client Securities**

### **Proxy Voting**

We will not vote proxies on behalf of your advisory accounts. At your request, we may offer you advice regarding corporate actions and the exercise of your proxy voting rights. If you own shares of applicable securities, you are responsible for exercising your right to vote as a shareholder.

In most cases, you will receive proxy materials directly from the account custodian. However, in the event we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward any electronic solicitation to vote proxies.

## **Item 18 Financial Information**

Our firm does not have any financial condition or impairment that would prevent us from meeting our contractual commitments to you. We do not take physical custody of client funds or securities, or serve as trustee or signatory for client accounts, and, we do not require the prepayment of more than \$1,200 in fees six or more months in advance nor have we filed a bankruptcy petition at any time in the past ten years. Therefore, we are not required to include a financial statement with this brochure.

## **Additional Information**

### **Your Privacy**

We view protecting your private information as a top priority. Pursuant to applicable privacy requirements, we have instituted policies and procedures to ensure that we keep your personal information private and secure.

We do not disclose any nonpublic personal information about you to any nonaffiliated third parties, except as permitted by law. In the course of servicing your account, we may share some information with our service providers, such as transfer agents, custodians, broker-dealers, accountants, consultants, and attorneys.

We restrict internal access to nonpublic personal information about you to employees, who need that information in order to provide products or services to you. We maintain physical and procedural safeguards that comply with regulatory standards to guard your nonpublic personal information and to ensure our integrity and confidentiality. We will not sell information about you or your accounts to anyone. We do not share your information unless it is required to process a transaction, at your request, or required by law.

You will receive a copy of our privacy notice prior to or at the time you sign an advisory agreement with our firm. Thereafter, we will deliver a copy of the current privacy policy notice to you on an annual basis. Please contact our main office at the telephone number on the cover page of this brochure if you have any questions regarding this policy.

### **Trade Errors**

In the event a trading error occurs in your account, our policy is to restore your account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account.

### **Class Action Lawsuits**

We do not determine if securities held by you are the subject of a class action lawsuit or whether you are eligible to participate in class action settlements or litigation nor do we initiate or participate in litigation to recover damages on your behalf for injuries as a result of actions, misconduct, or negligence by issuers of securities held by you.