

Item 1 – Cover Page

# Form ADV Part 2A

Firm Brochure – March 21, 2018

## **TCP Asset Management, LLC d/b/a Trendency Capital Partners, LLC**

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This brochure provides information about the qualifications and business practices of TCP Asset Management, LLC d/b/a Trendency Capital Partners, LLC (the “Company”). If you have any questions about the contents of this brochure, please contact the Company by calling 614-761-9378, or you may send an email to Joshua R. Allen, the Company’s Chief Compliance Officer, at the following address: Josh@trendencycapital.com. The information contained in this brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.

Additional information about TCP Asset Management, LLC is also available on the SEC’s website located at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You may search the site for registered investment advisors by an identifying number known as a CRD Number. The CRD Number for TCP Asset Management, LLC is CRD No. 286037.

Please recognize that the language stated in this document as “registered investment advisor” or “registered” does not imply or guarantee that a registered advisor has achieved a certain level of skill, competency, sophistication, expertise, or training in providing advisory services to Clients.

## Item 2 - Material Changes

This is an “Annual Updating Amendment” to the Company’s brochure (Form ADV, Part 2A) filed on April 12, 2017, and prepared by TCP Asset Management, LLC d/b/a Trendency Capital Partners, LLC. Any and all changes made herein that are not identified below are either typographical or grammatical in nature or not material. The following Items have been amended: Item 5 – Information for valuing illiquid securities has been added. Under this same section, information regarding the company’s procedure regarding engaging solicitors. Prior to engaging a solicitor, the Company will verify that the individual does not have a history of any securities or commodities violations and has not committed various other kinds of illegal conduct. Disclosure that the selection of a custodian is subject to United Planners’ approval, and UP has oversight of Rule 3280 requirements regarding private securities transactions. Item 8 – This section was revised to include information regarding cyber security risks. Item 12 – Brokerage Practices – This section has been updated to include that UP receives data feeds from approved custodians to aid with the transfer of client information to its system. In addition, the Form ADV, Part 2B, for Joshua Allen has been updated. The following information is being provided in a narrative format.

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## **Item 4 - Advisory Business**

### **A. Description of the Advisory Firm**

TCP Asset Management, LLC d/b/a Trendency Capital Partners, LLC, (herein after referred to as either “TCP” or the “Company”) is an Ohio Limited Liability Company (“LLC”) and was formed in November 2016 as a Registered Investment Advisor. The principal owners of the Company are Joshua R. Allen, (50% owner), and Phillip J. Susi, (50% owner). Mr. Allen is the Company’s Chief Compliance Officer, and a licensed Investment Advisor Representative (“IAR”) for the Company. Mr. Susi is also a licensed Investment Advisor Representative for the Company. The Company’s principal business is to provide investment advice, portfolio management, financial planning, and services to its Clients which include Retirement Plans and Pension Consulting Services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations, endowments, and other business entities.

TCP Asset Management, LLC does not have a parent company or intermediate subsidiaries. TCP does have an affiliated company called, Trendency Capital Partners, LLC, which is a licensed insurance agency, and marketing DBA for TCP. Phillip Susi, and Joshua Allen have joint ownership of this entity. All personnel of TCP are also employed by Trendency Capital Partners, LLC. TCP does not receive any revenue from this entity, but they are under common control due to the management and ownership of Trendency Capital Partners, LLC.

The Company strives to assist its Clients in achieving their financial goals, and adding value by structuring their portfolio(s) in a manner that focuses on realizing higher than expected returns on its investments. This is done through our Investment Advisor Representatives working closely with the Client to ascertain their expectations, needs, risk tolerance, and a variety of other information. We seek information from our Clients that will aid us in this endeavor. We believe that when an individual joins our Company as a Client, they are not just a Client, but a partner. We will work together using the information the Client provides to us and our knowledge and hard work to assist the Client in accomplishing their desire to meet their financial goals.

### **B. Types of Advisory Services**

TCP Asset Management, LLC provides a wide range of services to its Clients. These services include providing investment advice, portfolio management and financial planning services to its Clients on a Discretionary and Non-Discretionary basis. The Company may also provide investment advisory and consulting services to retirement and pension plans, which may consist of services offered through registered broker-dealers or through appropriate general consulting services. The Company also provides educational seminars and workshops to its clients, and assists with the selection of other advisors when necessary. These services are discussed in greater detail below.

The Company’s Investment Advisor Representatives (“IARs”) are registered as Registered Representatives (“RR”) of United Planners Financial Services (“UP”), an unaffiliated broker-dealer. As RRs of UP, they may sell general securities products such as stocks, bonds, mutual funds, exchange-traded funds, and variable annuities, and variable life products to advisory Clients and earn a commission on these sales from UP. Some, if not all, of the IARs are also licensed insurance agents and may offer insurance products through unaffiliated insurance entities to the Company’s advisory Clients and may earn a commission on any sales. This may create a conflict of interest just by the IAR earning a commission on the sale of securities products or as an insurance agent earning commissions on insurance products. Clients are under no obligation to purchase securities through their IAR in their separate

capacity as a RR or insurance products in their separate capacity as an insurance agent. TCP is neither a broker-dealer nor an insurance agency, and therefore, does not offer either securities or insurance products.

### **C. Client Tailored Services and Client Imposed Restrictions**

TCP Asset Management, LLC analyzes, constructs, and manages customized investment portfolios based on the particular goals and needs of each Client in a manner which takes into consideration facts and information such as: income needs, liquidity requirements, investment time horizons, rate of return objectives, tax considerations, risk tolerance and existing investments. The Company utilizes an array of investment vehicles including, but not limited to: equity securities, warrants, debt securities, certificates of deposit, municipal securities, investment company securities, United States government securities, options contracts, partnerships, private placements, insurance contracts, endowments and separately managed accounts.

Depending on the particular investment portfolio and/or investment strategy, TCP Asset Management, LLC employs a variety of security analysis methods including charting, fundamental, technical, and cyclical analysis. We also consult a wide range of information to analyze and execute investment strategies, such as: financial newspapers and magazines, various internet services, inspection of corporate activities, third-party research materials, corporate rating services, timing services, annual reports, prospectuses, regulatory filings, and press releases.

### **Portfolio Management Services**

TCP Asset Management, LLC provides “portfolio management services”, defined as giving continuous advice to the Client about the investment of funds on the basis of the Client’s individual needs and objectives. TCP provides continuous and ongoing Portfolio Management Services to Clients on a Discretionary and Non-Discretionary basis. The Company’s IAR will meet with the Client to gather documents and information previously discussed to determine the Client’s financial situation, time horizons, investment objectives, needs, and risk tolerance. These are all factors that will be used to develop an investment plan for the Client. The asset allocation of the Client’s assets will be structured to follow the recommended asset allocation model within the Client’s investment plan. In the case when a financial plan has not been constructed, the recommended asset allocation will be determined from an in-depth profile and conversation with the Client regarding goals, current financial condition, timeline, and risk appetite. A single investment may be enough to fulfill a Client’s goals and objectives, provided that the investment is suitable and all factors that the Client has disclosed to us have been taken into consideration.

Depending on the particular investment portfolio and/or investment strategy, TCP Asset Management, LLC will employ a variety of security analysis methods including charting, fundamental, technical, and cyclical analysis. The Company plans to also consult on a wide range of information to analyze and execute investment strategies, such as: financial newspapers and magazines, various internet services, inspection of corporate activities, third-party research materials, corporate rating services, timing services, annual reports, prospectuses, regulatory filings, and press releases.

It is critical for the Client to keep the IAR informed as to any changes in their circumstances because it may affect the Client’s investment plan. The Company decides which investments, strategies, asset allocation, portfolio monitoring, and the overall investment program based on the information provided by the Client.

### ***Discretionary Accounts***

When the Client opens a discretionary account, the Client is authorizing the IAR to buy and sell securities without having to obtain consent from the Client before each transaction. The IAR will make decisions regarding the Client's account based upon the investment plan and the Client's stated investment goals.

### ***Non-Discretionary Accounts***

When the Client opens a non-discretionary account, the Client makes all the trading decisions. With this type of account, the IAR will make recommendations to the Client on what to purchase, and the amount, but will obtain the Client's consent before buying or selling securities in the Client's account.

TCP may recommend that certain Clients authorize the active management of a portion of their assets by and/or among certain independent investment manager(s) either directly or through a program sponsored by FTJ FundChoice. The terms and conditions under which the Client shall engage FTJ FundChoice shall be set forth in a separate written agreement between (1) the Client and TCP and (2) the Client and FTJ FundChoice. TCP shall continue to render advisory services to the Client relative to the ongoing monitoring and review of account performance. Factors that TCP shall consider in recommending FTJ FundChoice include the Client's stated investment objective(s), management style, performance, reputation, financial strength, reporting, pricing, and research. The investment management fees charged by FTJ FundChoice are exclusive of, and in addition to, TCP's investment management fees, which are set forth in Item 5, "Fees and Compensation", of this brochure. Clients will receive a copy of TCP's written disclosure statement for FTJ FundChoice, as well as a copy of FTJ FundChoice's Form ADV Part 2. TCP encourages its Clients to review FTJ FundChoice's Form ADV Part 2, and its Terms of Use for additional details regarding services and fees.

### **Strategist to FTJ FundChoice**

TCP has entered into an agreement with FTJ FundChoice to provide its model portfolios as a strategy available to other advisors on their platform. TCP makes investment decisions for the model portfolios and continuously reviews, supervises and administers the model portfolios as outlined in the Fund's disclosure brochure. TCP provides discretionary portfolio management services to FTJ FundChoice using model asset allocation portfolios. Each model portfolio is designated to meet a particular investment goal. Interested Clients should refer to FTJ FundChoice's disclosure brochure for important information regarding objectives, investments, time-horizon, risks, fees, and additional disclosures.

### **Financial Planning and Consulting Services**

As an additional service, TCP Asset Management, LLC offers financial planning and consulting services to its Clients. If financial planning services are necessary or requested by a Client, and the Client decides to engage us to provide financial planning and consulting services, the Client will be required to execute an agreement setting forth the terms and fees of the agreement. Upon execution of the agreement, the IAR will provide investment advisory services to the Client in the form of a written financial planning and/or consulting services.

Services include, but are not limited to a thorough review of all applicable topics including Wills, Estate Plans/Trusts, Investments, Taxes, and Insurance. In providing Financial Planning and Consulting Services, the IAR will take into consideration information such as the Client's investment objectives, overall financial situation and circumstances, personal and financial goals, risk tolerance, the Client's

investment knowledge, net worth, income, age, projected retirement, unusual or material funding requirements, inheritance possibilities, pensions, social security, children/relative funding issues, estate issues, and living expenses expressed in today's dollars requested for retirement.

When a Client elects to engage TCP to provide Financial Planning and Consulting Services, the IAR will schedule additional time at the initial meeting to discuss the creation of the plan, how involved and complex the plan will be, and any particular issues or circumstances not included during the typical information gathering session previously discussed. During the Client and IAR's conversation regarding how extensive of a plan needed, the Client may choose for the Company to consult on an individual security, a specific topic or obtain a comprehensive written plan containing their goals and objectives. If the Client decides to take advantage of these services, the Client will compensate TCP on an hourly fee basis or fixed fee basis which is described in detail under Item 5. "Fees and Compensation" of this brochure.

Should a Client choose to have TCP prepare a comprehensive financial plan, a meeting will be scheduled to review all aspects of the Client's financial objectives, goals, priorities, risk tolerance, and finances. During the meeting, topics such as retirement, college education, gifting, purchases, paying down debt, travel, minimizing risk, lowering tax exposure, estate planning, personal goals, and time horizons may be discussed, and an inventory of current and future finances will be obtained. Upon completion of this process, the IAR will review the Client's strengths and weaknesses, as well as the financial opportunities available to the Client, and prepare a written plan containing recommendations to the Client.

As mentioned previously, TCP's IARs are also licensed as RRs and insurance agents through unaffiliated entities. The Company's RRs are registered as RRs with United Planners' Financial Services of America, hereinafter referred to as ("United Planners" or "UP"), an unaffiliated broker-dealer and registered investment advisor. In the IARs separate capacity as RRs of United Planners, the representatives may sell general securities products and earn a commission on these sales from UPs. As such, TCP's IARs may suggest that advisory Clients implement investment advice by purchasing securities products through a commission-based UP account in addition to an advisory account. In the event that the advisory Clients of TCP elect to purchase these products through UP, UP and the Client's IAR of TCP, in their separate capacity as a United Planners' RR, will receive the normal and customary commission compensation in connection with the specific product purchased. This may present a conflict of interest, as it may give the UP Registered Representative an incentive to recommend investment products based on the compensation received, rather than on the Clients' needs. TCP does not require its IARs to encourage Clients to implement investment advice through United Planners. Clients of TCP are free to implement investment advice through any broker-dealer or product sponsor they choose. However, Clients should understand that due to certain regulatory constraints, TCP's IARs, in their individual capacity as a dually Registered Representative, must place purchases and sales of securities products in commission-based brokerage accounts through UPs or other approved institutions.

The same conflict of interest exists for an IAR that is also an independent insurance agent. In their separate capacity as an insurance agent, the IAR may sell insurance products and earn a commission from various unaffiliated insurance agencies, and in doing so, it may give the TCP IAR an incentive to recommend insurance products based on the compensation received, rather than on the Clients' needs. TCP Asset Management, LLC does not require its Clients to implement investment advice given by the IAR. Clients of TCP are free to implement investment advice through any broker-dealer or product sponsor they choose.

## **Termination of Advisory Contract**

The Client's Investment Management Agreement for Portfolio Management Services may be terminated by the Client without penalty within the first five (5) business days of its execution. TCP Asset Management, LLC will not impose start-up, closing, or penalty fees in connection with an account; however, the custodian may charge some or all of these fees. TCP Asset Management, LLC's fees do not include variable life and annuity contracts. Some other types of assets would also be subject to additional advisory and other fees/expenses, which are described in the prospectuses of those investments and paid by the investments, but ultimately borne by the investor. If the investment management agreement terminates prematurely, the Client will receive a pro-rata refund of the pre-paid fees less any expenses addressed above.

## **Retirement Plan Advisory and Pension Consulting Services ("ERISA Plan Services")**

TCP Asset Management, LLC may provide investment advisory and consulting services to retirement and pension plans, which may consist of services offered through registered broker-dealers, through registered investment advisors or through appropriate general consulting services.

TCP has a Retirement Income Planning program that provides a time-segmented distribution strategy that is designed to seek consistent income throughout retirement. Within this strategy, Client's retirement assets are divided into segments and tagged to provide income over a specific period of time within the retirement distribution phase. This strategy is designed to mitigate the risk associated with the timing of returns achieved while a Client is liquidating their assets during retirement. TCP provides additional more specific services depending upon the Client's needs.

TCP provides service to qualified and non-qualified retirement plans including 401(k) plans, 403(b) plans, pension and profit sharing plans, cash balance plans, and deferred compensation plans. TCP may act as either a 3(21) or 3(38) advisor. The IAR and plan Sponsor will outline the services provided through TCP Asset Management, LLC in the Retirement Plan and Consulting Services Agreement. The services that may be provided are outlined specifically in the agreement and are summarized below.

### **Limited Scope ERISA 3(21) Fiduciary**

TCP typically acts as a limited scope ERISA 3(21) fiduciary that can advise, help and assist plan sponsors with their investment decisions on a non-discretionary basis. As an Investment Advisor, TCP has a fiduciary duty to act in the best interest of the Client. The plan sponsor is ultimately responsible for the decisions made in their plan, though using TCP can help the Plan sponsor delegate liability by following a diligent process.

#### **1. *Fiduciary Services***

- a) TCP will provide non-discretionary investment advice to the Client about asset classes and investment alternatives available for the Plan in accordance with the Plan's investment policies and objectives. The Client will make the final decision regarding the initial selection, retention, removal and addition of investment options.
- b) TCP will assist the Client in the development of an investment policy statement ("IPS"). The IPS establishes the investment policies and objectives for the Plan. The Client shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt and amend the IPS.

- c) TCP will provide non-discretionary investment advice to the Plan Sponsor with respect to the selection of a qualified default investment alternative for participants who are automatically enrolled in the Plan or who have otherwise failed to make investment elections. The Client retains the sole responsibility to provide all notices to the Plan participants required under ERISA Section 404(c)(5) and 404(a)-5.

## **2. *Non-Fiduciary Services***

- a) TCP will assist in the education of Plan participants about general investment information and the investment alternatives available to them under the Plan. The Client understands TCP's assistance in education of the Plan participants shall be consistent with and within the scope of the Department of Labor's definition of investment education (Department of Labor Interpretive Bulletin 96-1). As such, TCP is not providing fiduciary advice as defined by ERISA 3(21)(A)(ii) to the Plan participants. TCP will not provide investment advice concerning the prudence of any investment option or combination of investment options for a particular participant or beneficiary under the Plan.
- b) TCP will assist in monitoring investment options by preparing periodic investment reports that document investment performance, consistency of fund management and the conformance to the guidelines set forth in the IPS and makes recommendations to maintain, remove or replace investment options.
- c) TCP will assist in the group enrollment meetings designed to increase retirement plan participation among the employees and investment and financial understanding by the employees.
- d) TCP will meet with Clients on a periodic basis to discuss the reports and the investment recommendations.

TCP may provide these services or, alternatively, may arrange for the Plan's other providers to offer these services, as agreed upon between TCP and the Client.

## **3. *Services Not Provided and Excluded Assets***

TCP has no responsibility to provide services related to the following types of assets ("Excluded Assets"):

- a) Employer securities;
- b) Real estate (except for real estate funds or publicly traded REITs);
- c) Stock brokerage accounts or mutual fund windows;
- d) Participant loans;
- e) Non-publicly traded partnership interests;
- f) Other non-publicly traded securities or property (other than collective trusts and similar vehicles); or
- g) Other hard-to-value or illiquid securities or property.



Excluded Assets will **not** be included in calculation of Fees paid to TCP under this Agreement.

### **General Disclosure Regarding ERISA and Qualified Accounts**

The following disclosure is directed to Clients of TCP Asset Management, LLC that are (i) a pension or other qualified employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended (“ERISA”); (ii) a tax-qualified retirement plan under Section 401(a) of the Internal Revenue Code of 1986, as amended (the “Code”), and not covered by ERISA; or (iii) an individual retirement account (“IRA”) under Section 408 of the Code.

It is the Client’s responsibility to ensure that TCP Asset Management, LLC, as well as the Client’s IARs are furnished with complete copies of all documents that establish and govern the Plan and provide evidence of the Client’s authority to retain TCP Asset Management, LLC as an Investment Advisor. Clients must promptly furnish to the Company any amendments to the Plan, and if any amendment affects the rights or obligations of TCP, such amendment shall be binding on TCP and the TCP’s IAR only when agreed to in writing by both TCP and its IAR.

### **Other Products and Services**

TCP Asset Management, LLC engages in activities as an Investment Advisor registered with the Securities and Exchange Commission, as well as various State Divisions of Securities Departments. TD Ameritrade Institutional is a non-affiliated, broker-dealer and registered investment advisor that is one of the companies that TCP uses to provide its securities clearing and custodial services for the Company. TCP also utilizes the services of United Planners, which is an unaffiliated broker-dealer and registered investment advisor. TCP has principal executive officers and IARs that are also Registered Representatives for United Partners. These individuals in their individual capacities are also licensed agents for various insurance companies. As such, these individuals receive separate, yet customary commission compensation resulting from implementing product transactions on behalf of advisory Clients. Clients are under no obligation to engage these individuals in their capacities as Registered Representatives or insurance agents while executing their advisory recommendation. The implementation of any or all recommendations is solely at the discretion of the Client. TCP does not offer insurance products as part of its activities as a Registered Investment Adviser.

While TCP and its IARs endeavor at all times to put the interest of the Clients first as part of TCP Asset Management, LLC’s fiduciary duty, Clients should be aware that the receipt of compensation itself creates a conflict of interest, and may affect the judgment of these individuals when making recommendations. On an annual basis, the Company holds a compliance meeting with its Investment Advisor Representatives and reviews various topics such as this. In addition, on an annual basis, the Company reviews its compliance manual, and its policies and procedures to determine if any changes are necessary.

TCP Asset Management, LLC’s business does not include acting as an investment company as defined by the Investment Company Act of 1940.

### **Solicitor Arrangements**

TCP solicits the services of Third-Party Managers (“TPM”) to manage Client accounts. Prior to engaging a solicitor, the Company will verify that the individual does not have a history of any securities or commodities violations and has not committed various other kinds of illegal conduct. In such circumstances, TCP receives solicitor fees from the TPM. TCP acts as the liaison between the Client and

the TPM in return for an ongoing portion of the advisory fees charged by the TPM. TCP helps the Client complete the necessary paperwork of the TPM, provides ongoing services to the Client, provides the TPM with any changes in Client status as provided to TCP by the Client and reviews the quarterly statements provided by the TPM. TCP will deliver the Form ADV Part 2, Privacy Notice and Solicitor's Disclosure Statement of the TPM. Clients placed with the TPMs will be billed in accordance with the TPM's Fee Schedule which will be disclosed to the Client prior to signing an agreement. This is detailed in Item 10. "Other Financial Industry Activities and Affiliations" of this brochure.

### **Wrap Fee Programs**

TCP Asset Management, LLC does not engage in a wrap-fee program. By definition, a wrap-fee program bundles or wraps investment advice, custody and execution services under one contract for a single fee. Generally, these programs involve one or more investment advisors and a broker-dealer that provides the Client with portfolio management and asset-allocation services, maintains custody of the Client's funds and securities and executes the Client's securities transactions. The fee is a flat annual sum based on the amount of assets under management (in contrast to separate fees for each transaction), and the price includes brokerage commissions based on the amount or type of securities transactions executed for a given account.

### **Amount of Assets Under Management**

TCP Asset Management, LLC manages its Client's assets on either a discretionary basis or a non-discretionary basis. As of December 2017, the Company managed \$ 108,973,165.00 of Client's assets on a discretionary basis and \$ 61,077,528.00 of Client's assets on a non-discretionary basis.

## **Item 5 - Fees and Compensation**

TCP Asset Management, LLC charges a management fee on each account for the above outlined management services, which may be charged as a percentage of the assets under management, as a fixed fee, or as an hourly rate. Fees are charged on a monthly basis. Fees charged on new accounts will be pro-rated based on the initial value and the number of days remaining in the month. Thereafter, the fee will be based on the account value on the last business day of the preceding month. Fees are paid in arrears and billed on the last day of the month. During the calendar quarter, TCP Asset Management, LLC shall not be compensated on the basis of a share of capital gains, capital appreciation of the funds or any portion of the funds of the Client.

### **A. Fee Schedules**

#### **Portfolio Management Services**

TCP offers discretionary and non-discretionary portfolio management services to advisory Clients. The fees for these services are negotiated with the Client at the Advisor's discretion.

The Company manages Clients' assets on both a discretionary and non-discretionary basis, and charges a fee for all assets under management with the exception of certain specific portfolios. For all Portfolio Management Services, fees will be billed from the date the account is opened through the end of that month and billed in arrears. Accounts are billed on the last day of the month pursuant to the account balance on that date. Please note that United Planners is the paying agent for TCP's billing and fees.

### FTJ FundChoice Portfolios

Portfolios	Fee
TCP Conservative	0.00%
TCP Moderately Conservative	0.00%
TCP Moderate	0.00%
TCP Moderately Aggressive	0.00%
TCP Aggressive	0.00%
TCP Ultra Aggressive	0.00%
TCP Vantage Aggressive	0.00%
Individual Managed Strategy	0.00%

NOTE: TCP does not charge a management fee for the above portfolios.

Details of the investment advisory fee charged are more fully described in the TCP Investment Management Agreement entered into with each Client. Net assets in the Account shall include total assets of the Account, including all cash and cash equivalents, accrued interest, the current market values of all positions, and all other assets of the account, less any expenses, transactional commissions or otherwise paid during billing the specific billing cycle. Clients will be billed in advance at the beginning of each calendar month based upon the value (market value or fair market value in the absence of market value), of the Client's portfolio at the end of the previous month. The initial management fee will be prorated from the date the account is first funded to close of the billing period.

Lower fees for comparable services may be available from other sources. Clients may terminate their account within five (5) business days of signing the Investment Management Agreement for a full refund. Clients may terminate advisory services with thirty (30) days written notice. For accounts closed mid-month, the Client will be entitled to a pro-rata refund for the days service was not provided in the final month. The Client shall be given thirty (30) days prior written notice of any increase in fees.

TCP requires that advisory fees are to be paid through the automatic direct debiting from a Client's account. In order for TCP's advisory fees to be directly debited from a Client's account, the Client must provide written authorization permitting TCP to bill the custodian. In addition, the account must be held by a qualified custodian and the qualified custodian must agree to send to the Client an account statement on at least a monthly basis. The account statement must indicate all amounts disbursed from the account including the amount of advisory fees paid directly to TCP. Clients are informed that it is their responsibility to verify the accuracy of the fee calculation and that the account custodian will not determine whether the fee is properly calculated. However, if the Client declines to provide written authorization permitting TCP to bill and debit the custodial account directly, unless other arrangements

are made in advance and agreed upon by TCP, discretionary or otherwise advisory services will be terminated immediately.

### **FundChoice Investment Holdings, LLC (“FTJ”)**

When utilizing the FTJ Platform, the total annual fees for the FTJ FundChoice Program may not exceed 2% of assets under management. The fees are charged monthly in arrears and are based on the average daily account balance for the period for the prior month. Fees for FTJ services include Administration Fees (reporting and accounting services – ranging from 0.15% to 0.45%), Account Maintenance Fees (\$25 or \$50 per account annually, and Strategist Fees (range from 0.0% to 0.20%). Fees are automatically deducted from the Client’s account.

TCP will charge an advisory fee for the services TCP provides. FTJ does not receive any portion of the advisory fee as it relates to the Client account. Client advisory fees will be authorized by the Client during the account opening process and may only be increased by written approval.

### **Strategist to FTJ FundChoice**

TCP does not receive a management fee for being an advisor to the funds available on the FTJ FundChoice platform. Portfolio management Clients of TCP who also invest in the above noted funds will pay only those fees charged to investors by FTJ and by the Mutual Funds, i.e., the value of the Client’s investment in the Mutual Fund is excluded from the portfolio management fee calculation.

### **ERISA Plan Services -- TCP Asset Management: TCP Models**

TCP offers discretionary portfolio management services to qualified plan advisory Clients. TCP offers a Unified Managed Account (“UMA”), which allows Clients to have multiple strategies maintained within the same account. The fees for these services will be based on an annual percentage of Assets Under Management or the portfolios as follows:

<b>Portfolios</b>	<b>Fee</b>
TCP Conservative	0.00%
TCP Moderately Conservative	0.00%
TCP Moderate	0.00%
TCP Moderately Aggressive	0.00%
TCP Aggressive	0.00%
TCP Ultra Aggressive	0.00%
TCP Vantage Aggressive	0.00%

Details of the investment advisory fee charged are more fully described in the TCP Investment Management Agreement entered into with each Client. Net assets in the Account shall include total assets of the Account, including all cash and cash equivalents, accrued interest, the current market values of all positions, and all other assets of the account, less any expenses, transactional commissions or otherwise paid during billing the specific billing cycle. Clients will be billed in advance at the beginning of each calendar month, based upon the value (market value or fair market value in the absence of market value), of the Client's portfolio at the end of the previous month. The initial management fee will be prorated from the date the account is first funded to close of the billing period.

Lower fees for comparable services may be available from other sources. Clients may terminate their account within five (5) business days of signing the Investment Management Agreement for a full refund. Clients may terminate advisory services with thirty (30) days written notice. For accounts closed mid-month, the Client will be entitled to a pro-rata refund for the days that service was not provided in the final month. The Client shall be given thirty (30) days prior written notice of any increase in fees.

TCP requires that advisory fees are to be paid through the automatic direct debiting from a Client's account. In order for TCP's advisory fees to be directly debited from a Client's account, the Client must provide written authorization permitting TCP to bill the custodian. United Planners ("UP") is the paying agent of TCP's Billing and Fees. In addition, the account must be held by a qualified custodian, and the qualified custodian must agree to send to the Client an account statement on at least a monthly basis. The account statement must indicate all amounts disbursed from the account including the amount of advisory fees paid directly to TCP by UP. It is the Client's responsibility to verify the accuracy of the fee calculation. The Custodian will not determine whether the fee is properly calculated. By signing the Investment Management Agreement, the Client is providing their written authorization to have these fees automatically deducted from their account by the Custodian. However, if the Client declines to provide written authorization permitting TCP to bill and debit the custodial account directly, the Client and the Advisor will not engage in a relationship, unless other arrangements have been made. These arrangements will be added to the Investment Management Agreement in an Addendum.

### **TCP Portfolio Asset Management**

TCP offers discretionary portfolio management services to qualified plan advisory Clients. The fees for these services will be based on an annual percentage of Assets Under Management not to exceed 2%.

Net assets in the Account shall include total assets of the Account, including all cash and cash equivalents, accrued interest, the current market values of all positions, and all other assets of the account, less any expenses, transactional commissions or otherwise paid during billing the specific billing cycle. Clients will be billed in advance at the beginning of each calendar month, based upon the value (market value or fair market value in the absence of market value), of the Client's portfolio at the end of the previous month. The initial management fee will be prorated from the date the account is first funded to the close of the billing period.

Lower fees for comparable services may be available from other sources. Clients may terminate their account within five (5) business days of signing the Investment Management Agreement for a full refund. Clients may terminate advisory services with thirty (30) days written notice. For accounts closed mid-month, the Client will be entitled to a pro-rata refund for the days service was not provided in the final month. The Client shall be given thirty (30) days prior written notice of any increase in fees.

TCP requires that advisory fees are to be paid through the automatic direct debiting from a Client's account. In order for TCP's advisory fees to be directly debited from a Client's account, the Client must provide written authorization permitting TCP to bill the custodian. In addition, the account must be held by a qualified custodian and the qualified custodian must agree to send to the Client an account statement on at least a monthly basis. The account statement must indicate all amounts disbursed from the account including the amount of advisory fees paid directly to TCP. Clients are informed that it is their responsibility to verify the accuracy of the fee calculation and that the account custodian will not determine whether the fee is properly calculated. However, if the Client declines to provide written authorization permitting TCP to bill and debit the custodial account directly, unless other arrangements are made in advance and agreed upon by TCP, discretionary or otherwise the advisory services will be terminated immediately.

### **FundChoice Investment Holdings, LLC ("FTJ")**

When utilizing the FTJ Platform, the total annual fees for the FTJ FundChoice Program may not exceed 2% of the assets under management. The fees are charged monthly in arrears and are based on the average daily account balance for the period for the prior month. Fees for FTJ services include Administration Fees (reporting and accounting services – ranging from 0.15% to 0.45%), Account Maintenance Fees (\$25 or \$50 per account annually), and Strategist Fees (range from 0.0% to 0.20%). Fees are automatically deducted from the Client's account.

TCP will charge an advisory fee for the services the Company provides. FTJ does not receive any portion of the advisory fee as it relates to the Client account. The Client's advisory fee for FTJ will be authorized by the Client during the account opening process and may only be increased by written approval.

### **Strategist to FTJ FundChoice**

TCP does not receive a fee for being an advisor to the funds available on the FTJ FundChoice Platform. Portfolio management Clients of TCP who also invest in the above noted funds will pay only those fees charged to investors by FTJ and by the Mutual Funds, i.e., the value of the Client's investment in the Mutual Fund is excluded from the quarterly portfolio management fee calculation.

The compensation of TCP for the services is described in detail in Schedule A of the ERISA Plan Agreement. The Plan is obligated to pay the fees, however the Plan Sponsor may elect to pay the fees. Client may elect to be billed directly or have fees deducted from Plan Assets. TCP does not reasonably expect to receive any additional compensation, directly or indirectly, for its services under this Agreement. If additional compensation is received, TCP will disclose this compensation, the services rendered, and the payer of compensation. TCP will offset the compensation against the fees agreed upon under this Agreement.

**Valuation of Illiquid Investments:** Due to the difficulty in valuing illiquid securities, the Company relies on the financial information made available by the issuers in which the Company invests. For those investments that are illiquid, they will be valued at book value.

### **Financial Planning Fees**

TCP will charge a financial planning services fee as a fixed fee, typically ranging from \$0.00 to \$15,000.00 depending upon the Client's specific situation and the agreed upon services and responsibilities of TCP. Fees are due and payable upon delivery of the financial plan. Fees are negotiated between the IAR and the Client during the initial consultation. If the Client only wants to engage the Advisor to prepare a financial plan, this is permitted at the Advisor's discretion.

### **Consulting Fees**

Consulting services fees will be charged at a rate of up to \$500.00 per hour. The length of time that it will take to complete the advisory service will depend on the nature and complexity of the Client's circumstances. An estimate for total hours will be determined at the start of the advisory relationship. TCP will invoice the Client monthly, in arrears, for all work that has been conducted by TCP over the course of the previous quarter.

### **Fees Negotiability**

TCP retains the right to modify fees at its sole discretion on a Client by Client basis. This may be based upon the size, complexity, and nature of the advisory services to be provided to the Client.

### **Solicitor's Fees**

TCP may from time to time utilize the services of a third-party money manager and receive a solicitor's fee for soliciting Clients. TCP will be paid a portion of the advisory fee paid to the third-party money manager. The Client will not pay additional advisory fees to TCP for these services. Also, prior to engaging a solicitor, the Company will verify that the individual does not have a history of any securities or commodities violations and has not committed various other kinds of illegal conduct. This is detailed in Item 10 "Other Financial Industry Activities and Affiliations" of this brochure.

## **B. Payment of Fees**

The Company obtains authorization from the Client for TCP Asset Management, LLC to bill the custodian for fees described in Item 5. "Fees and Compensation", as well as authorization from the Client for the custodian to pay the Company directly. All fees will be paid as directed in the agreed upon fee schedule, and are disclosed to the Client prior to the execution of the agreement. United Planners is the paying agent for TCP's billing and fees.

The Client shall sign an Investment Management Agreement, and by signing this agreement, the Client hereby provides written authorization to TCP Asset Management, LLC to send an invoice to the Custodian for its advisory fees for the management of the Client's account(s). It is the Client's responsibility to verify the accuracy of fee calculations. The qualified custodian will not determine whether the fee has been properly calculated. Upon approval from TCP Asset Management, LLC, Clients may pay fees by receipt of an invoice. For Clients paying by invoice, the fees shall be due upon the Client's receipt of the invoice. Fees are paid monthly in arrears. The Client also authorizes the custodian to pay the invoiced fees described above to TCP Asset Management, LLC directly from the Client's account(s) held by the custodian. The Client agrees that the custodian will send, at least monthly, an account statement showing all disbursements from the Client's account(s), including the amount of fees

paid directly to TCP Asset Management, LLC. We recommend that the Client review these fees for accuracy. It is not the custodian's obligation to review for accuracy.

### **C. Other Types of Fees**

Clients are responsible for Third-Party Fees, including but not limited to those listed below. Some custodians of broker-dealers for the accounts of Clients of TCP Asset Management, LLC may charge maintenance, or transaction fees that are separate from the advisory fees charged by TCP Asset Management, LLC for its advisory services. The custodian of the Client's account, which may be a mutual fund or insurance company, may provide confirmations with each transaction and statements either monthly or quarterly. Any transfer fees, transaction fees, redemption fees, sales loads, wiring fees, etc. charged against an account are separate from the TCP Asset Management, LLC's management fees, and will be deducted from the Client's account by the custodian. The Custodian may charge other fees which may include but not be limited to transaction fees on the purchase and sale of certain mutual funds, equities, stocks and exchange-traded funds. These charges may include postage and handling and miscellaneous fees (fee levied to recover costs associated with fees assessed by self-regulatory organizations). The selection of the security is more important than the nominal fee that the custodian charges to buy or sell the security.

TCP, in its sole discretion, may waive its minimum fee and/or charge a lesser investment advisory fee based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with clients, etc.).

For additional information regarding brokerage practices, see Item 12 "Brokerage Practices" of this brochure.

### **D. Pre-Payment of Fees**

Investment management fees are billed monthly in arrears. TCP does not require the prepayment of more than \$500 in fees per Client, six months or more in advance. If the Client prematurely terminates their Investment Management Agreement after five (5) business days, any unearned fees will be refunded to the Client. The Client should contact the Chief Compliance Officer in writing either by mail or email. See the front cover of this brochure for contact information.

### **E. Outside Compensation for the Sale of Securities to Clients**

All income TCP Asset Management, LLC receives is based on the fee schedule. TCP Asset Management, LLC does not accept or receive additional fees or commissions for buying or selling securities or other products on behalf of Clients.

### **12b-1 Fees**

TCP's Investment Advisor Representatives ("IARs") are also dually licensed as Registered Representatives ("RR") of United Planners Financial, an unaffiliated broker-dealer. As an IAR of TCP and a RR of United Planners, any 12b-1 fees that would be paid to the IAR, it will not be paid to the IAR in his or her capacity as a RR of the broker-dealer. In no case will TCP receive a 12b-1 fee on an account held with the Custodian or another broker-dealer where the Company is also charging a fee.



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

TCP Asset Management, LLC does not accept nor charge performance-based fees, which are fees based on a share of capital gains or capital appreciation of the assets in a Client's account or any portion thereof. All fees charged by the TCP are asset-based, fixed or hourly.

## **Item 7 - Types of Clients**

TCP Asset Management, LLC provides Portfolio Management and Financial Planning Services, investment advisory services to Retirement Plans and Pension Consulting Services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations, endowments and other business entities.

### ***Account Minimums***

TCP requires a minimum of \$2,000.00 to open an account, but reserves the right to accept accounts of less than \$2,000.00. Some third-party managers may have different account minimums which will be disclosed in the documents provided by the third-party manager.

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

### **Item 8(a) Investment Policy and Implementation Procedures and Methods**

#### ***Methods of Analysis***

While each Client situation is different, wherever possible the Company's Investment Advisor Representatives (IAR's) will take certain steps to ensure a uniform process for creating investment recommendations, implementing and monitoring those recommendations. Each situation is unique, and requires special attention to the creation of each Client's portfolio.

TCP's security analysis methods may include fundamental analysis, technical analysis, charting analysis, cyclical analysis and trend analysis. TCP's investment philosophy is based on the premise that market prices and associated volume are a reflection of all information available. Other information and analysis (fundamental, technical, charting, or cyclical) are also considerations.

Fundamental analysis focused primarily on the examination of the financial well-being of an economic entity whether that a capital market, industry or economic sector or individual security and involves looking at financial information contained in past and present balance sheets and income statements and making future projections and forecasting of that information. Technical analysis involves evaluating a capital market, industry or economic sector or individual security based on price and volume. Cyclical or trend analysis involves analyzing the ebb and flow various cycles and trends that all capital markets, economic sectors, industries and individual securities experience.

In conducting security analysis, the following are some of the sources that TCP may utilize to obtain information: financial newspapers and magazines, research materials prepared by others, corporate rating services, timing services, annual reports, prospectuses, filings with the U.S. Securities and Exchange Commission and company press releases.

Individual securities and the markets have a lot of volatility. The Company does not believe that all recommended positions will lead to realized profits. TCP believes in using multiple strategies and techniques at micro and macro levels to mitigate or diminish the risk of loss.

### **Disciplined Systematic Investment Decision Making**

TCP believes that any investment strategy's success is dependent on adherence to specified disciplines that define the buy-hold-sell decisions. This is especially important during period of market adversity. Unlike the majority of investors and discretionary advisors who are subject to behavioral biases which only leads to or ends with emotional investing, TCP practices a strict disciplined investment process. By quantifying the circumstances under which key investment decisions are made, the TCP methodology offers investors a consistent approach to markets, unaffected by the destructive aspects of investor or advisor emotional interference.

### **Disciplined Adaptation to Changing Market Conditions**

TCP believes that to achieve success it is important to adhere to a strict, disciplined, systematic decision making process. We recognize the need to be flexible enough to adapt or modify various strategies and their components to reflect the current capital markets environment.

TCP believes that any long-term track record will benefit from adherence to its core disciplined systematic investment philosophy during and after period of negative returns; however, that same adherence to its strategy may also lead to prolonged period of market losses and high risk.

From time to time, the Client's situation may indicate the use of some other type of product. This could include, for example, a variable annuity contract with an income rider. Due to the higher expenses of these types of products, TCP does not typically recommend these contracts. Clients that are looking for income guarantees in retirement and are unwilling to except investment risk may have the desire to pay the insurance company to shoulder this risk. If, after explaining the higher cost of these contracts to the Client, and the Client is willing to accept the higher cost in exchange for the insurance company taking the risk, TCP may implement various types of annuity products.

Before creating a Client's portfolio, careful consideration is given to the asset allocation. Factors that determine a Client's asset allocation include the following variables:

- The Client's time horizon;
- The Client's investment objectives;
- The Client's liquidity needs
- The Client's risk tolerance and capacity to take risk, and.
- The tax treatment of the account that the investments will be held.

### **Item 8(b) Process and Investment Strategy**

The investment process begins by gathering data from the Client. Data gathering is generally documented on the TCP's account opening documents used to gather personal information about the client. Ancillary documents may include tax returns, investment statements for current investments, estate planning documents, life insurance contracts and bank statements. The purpose of this data gathering is to assess the Client's current financial situation.

In addition to assessing the Client's current financial situation, it is important to understand the goals or intent for a particular investment. Identifying the purpose, time horizon and liquidity needs of a particular portfolio are of utmost importance.

Once the purpose and time horizon is identified, it is important to understand the Client's investment experience and attitude towards risk. This can be accomplished in a number of ways including the Client completing a risk tolerance questionnaire or by the Client completing a suitability or investment experience form. Conversations with the Client can also be used to gather qualitative information that can be considered when providing recommendations to the Client.

#### **Factors Considered Include:**

Age	Net Worth
Investment Objectives	Tax Rate
Risk Tolerance	Annual Expenses
Investment Knowledge and Experience	Liquidity Needs
Income	Time Horizon

Once this information is gathered, TCP will provide recommendations to the Client. The IAR will explain the risk factors of the portfolio, any liquidity limitations, fees and expenses, and the overall allocation to cash, bonds and stocks. Risk factors may include beta, standard deviation, Sharpe ratio and interest-rate risk. With respect to investment rate of return, it is important that the IAR stress that past performance is no guarantee of future results and that investment returns reflected on various reports are historical in nature and not implied to continue in the future.

#### **Due Diligence**

TCP's management meets on a regular basis to discuss the business, its Clients, the market, and investments. Some of the criteria reviewed when researching an investment includes but not limited to the following:

- Investment objective
- Equity or fixed income style box
- Expense ratio
- Manager tenure
- Performance versus benchmark
- Standard deviation
- Beta
- Sharpe ratio
- Upside/Downside Capture
- Portfolio turnover
- Number of securities held in the portfolio
- Morningstar stewardship rating
- Manager(s) Investment in the Fund
- Other qualitative analysis

After the initial screening process and group discussion is complete, the Company may conduct interviews with managers or representatives of the Investment Company.

## **Monitoring**

TCP reviews the investments it recommends to Clients on a regular basis. On a regular basis, various investments are selected to review. Depending on the outcome of the review, investments may be placed in a buy, watch or sell category.

While changes to Client's investment portfolios typically occur in face-to-face meetings, TCP may make changes to investment portfolios between meetings.

TCP meets with Clients regularly. The frequency depends on the needs of the Client. Telephone conversations can take the place of in-person meetings. TCP will contact Clients to schedule a review of their portfolio and any changes in goals, objectives, time frame, risk tolerance and the Client's personal situation. Financial planning issues such as investments, income taxes, retirement or education planning, estate planning and others are ongoing.

From time to time, however, Clients may not feel the need to have a meeting to review their account. For those Clients that do not feel the need to come in for a review, TCP can handle a review by phone or internet. If a Client is unresponsive to our telephone calls to review their account, TCP will do an in-house review to determine if any changes need to be made to the Client's portfolio. While it is the Client's responsibility to schedule an appointment, TCP cannot force clients to come in. If Clients are persistently unavailable to communicate with us about their account, investments and planning, TCP may review the nature of the relationship to determine if the relationship should be terminated.

Please refer to Item 13 "Review of Accounts" for more information.

## **Item 8(c) Material Risks**

### **Investment Strategies and Risk of Loss**

#### **Risk of Loss**

All investment programs have certain risks that are borne by the investor. Our investment approach constantly keeps the risk of loss in mind. Investors face the following investment risks:

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

**Market Risk:** The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.

**Inflation Risk:** When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.

**Currency Risk:** Companies typically have substantial foreign investments which are subject to fluctuations in the value of the dollar against the currency of the investment's originating country causing exchange rate risk.

**Reinvestment Risk:** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.

**Business Risk:** These risks are associated with a particular industry or a particular company within an industry. For example, oil drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.

**Liquidity Risk:** Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.

**Financial Risk:** Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

**Cyber Security Risk:** As the use of technology has become more prevalent in the ordinary course of business, accounts have become potentially more susceptible to operations and other risks through breaches in cyber security. A breach in cyber security refers to both intentional and unintentional events that may cause an account to lose proprietary information, suffer data corruption, or lose operational capacity. This in turn could cause an account and/or the Company to incur regulatory penalties, reputational damage, and additional compliance costs associated with corrective measures, and/or financial loss. Cyber security breaches may involve unauthorized access to the digital information systems that support an account (e.g., through “hacking” or malicious software coding), but may also result from outside attacks such as denial-of-service attacks (i.e., efforts to make network services unavailable to intended users). In addition, cyber security breaches of third-party-service providers that provide services to an account (e.g., administrators, custodians, broker-dealers, etc.) are also subject to many of the same risks associated with direct cyber security breaches.

### **Risks of Specific Securities Utilized**

TCP generally seeks investment strategies that do not involve significant or unusual risk beyond that of the general domestic and/or international equity markets. As with most products, there are risks associated with investing.

#### **1) Real Estate Pooled Instruments**

Any real estate or real property purchased and owned by a pooled investment vehicle is subject to certain market forces in the local, regional and macro areas where such properties are located. Many of these properties are located in western U.S. states which continue to experience depressed valuations. While there has been a generally positive trend since 2009, continued price stabilization and appreciation could easily be reversed. The financial and demand metrics could easily be interrupted or reversed by such events as a national or international financial crisis such as that which began in 2007 – 2008, runaway inflation or other unforeseen economic circumstances. If

any of these were to occur, the value of the properties may be significantly diminished, with negative results for us and the Debenture Holders.

## **2) Equity Securities**

The price of an equity security may drop in reaction to tangible and intangible events and conditions. This type of risk can be caused by external factors independent of a security's particular underlying circumstances.

## **3) Debt Securities**

Debt Securities are subject to a number of risks including the credit worthiness of the issuer, the interest rate which can fluctuate in the market place, the price of the security which is impacted by interest rate fluctuations and liquidity risk which could occur when the security cannot be resold without incurring a loss.

## **4) Certificates of Deposit**

Certificates of Deposit are guaranteed by the issuing bank and in the case of federally chartered banks, they are protected up to \$250,000 by the FDIC.

## **5) Investment Company Securities**

Investment company securities are commonly referred to as Mutual funds are not guaranteed or insured by the FDIC or any other government agency. You can lose money investing in mutual funds because they fluctuate with the general market. All mutual funds have internal costs that lower your investment returns. Investment companies are subject to the same risks as equity and debt investments since investment companies invest in those types of securities.

## **6) U.S. Government Securities**

U.S. Government Securities are considered to have very low credit risk, they are affected by other types of risk, mainly interest-rate risk and inflation risk. While investors are effectively guaranteed to receive interest and principal payments as promised, the underlying value of the bond itself may change depending on the direction of interest rates.

# **Item 9 - Disciplinary Information**

## **A. Criminal or Civil Actions**

There are no criminal actions, or civil actions against TCP Asset Management, LLC, its management or any of the Company's employees or Investment Adviser Representatives to report.

## **B. Administrative Proceedings**

There are no administrative proceedings against TCP Asset Management, LLC, its management, or any of the Company's employees or Investment Adviser Representatives to report.

## **C. Self-Regulatory Organization (SRO) Proceedings**

There are no self-regulatory organization proceedings against TCP Asset Management, LLC, its management or any of the Company's employees or Investment Adviser Representatives to report.

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

### **A. Registration as a Broker-Dealer or Broker-Dealer Representative**

TCP Asset Management, LLC is not a registered Broker-Dealer nor does it have a pending application to become a broker-dealer. Neither the Company's management, its Investment Advisor Representatives nor its employees are registered as a broker-dealer nor do they have a pending application to become a broker-dealer.

TCP's management and Investment Advisor Representatives are also licensed as Registered Representatives of United Planners, an unaffiliated Broker-Dealer. And, as such, the firm's management and its IARs are dually registered as IARs and RRs.

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

Neither TCP Asset Management, LLC, its management, employees nor its Investment Advisor Representatives are registered as or have pending applications to become a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor.

### **C. Registration Relationships Material to this Advisory Business and Possible Conflicts of Interest**

Neither TCP Asset Management, LLC nor its management personnel have any material relationships or arrangements with any related person listed below:

- An investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund);
- Futures commission merchant, commodity pool operator, or commodity trading advisor;
- Banking or thrift institution;
- Accountant or accounting firm;
- Pension consultant;
- Real estate broker or dealer;
- Lawyer or law firm;
- Sponsor or syndicate of limited partnerships
- Securities exchange, securities association, or alternative trading system
- Broker-dealer, municipal securities dealer, or government securities dealer or broker, and
- Investment advisor or financial planner.

TCP Asset Management, LLC, and its management personnel do have a material relationship with the related persons listed below:

- Insurance company or agency

TCP has an affiliated company called, "Trendency Capital Partners, LLC", which is a licensed insurance agency, and marketing DBA for TCP. TCPs principal executive officers, and IARs, Phillip Susi, and Joshua Allen have joint ownership of this entity. All personnel of TCP are also employed by Trendency Capital Partners, LLC. TCP does not receive any revenue from this entity, but they are under common control due to the management and ownership of Trendency Capital Partners. TCPs principal executive officers and Investment Advisor Representatives that are also in their individual capacities licensed as

insurance agents for various insurance companies. As such, these individuals will receive separate, yet customary commission compensation resulting from implementing product transactions on behalf of the Company's advisory Clients.

TD Ameritrade Institutional, an unaffiliated broker-dealer, provides securities clearing and custodial services to TCP Asset Management, LLC's advisory Clients.

TCP's IARs are dually registered as RRs with United Planners, an unaffiliated broker-dealer. And, in this capacity as Registered Representatives of United Planners, conflicts of interest may arise in selling general securities products such as stocks, bonds, mutual funds, exchange-traded funds, and variable annuities and variable life products to the Company's advisory Clients. TCP does not intend to pay brokerage commissions higher than those obtainable from other broker-dealers in return for research and brokerage products or services. Clients of TCP are free to implement investment advice through TD Ameritrade. However, Clients should understand that, due to certain regulatory constraints, TCP's Investment Advisor Representatives, in their capacity as dually Registered Representatives of United Planners, they must place all purchases and sales of securities products in commission-based brokerage accounts through United Planners or other approved institutions.

While these individuals endeavor at all times to put the interests of the Clients first, Clients should be aware that the receipt of compensation itself creates a conflict of interest, and may affect the judgment of these individuals when making recommendations.

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

TCP Asset Management, LLC does utilize and assists in the selection of other advisers or third-party managers ("TPM").

TCP solicits the services of third-party managers to manage Client accounts. In such circumstances, TCP receives solicitor fees from the TPM. TCP acts as the liaison between the Client and the TPM in return for an ongoing portion of the advisory fees charged by the TPM. TCP is responsible for:

- Helping the client complete the necessary paperwork of the TPM;
- Providing ongoing services to the Client;
- Updating the TPM with any changes in Client status which is provided to TCP by the Client;
- Reviewing the quarterly statements provided by the TPM; and
- Delivering the Form ADV Part 2, Privacy Notice and Solicitor's Disclosure Statement of the TPM to the Client.

Clients placed with TPMs will be billed in accordance with the TPM's Fee Schedule which will be disclosed to the Client prior to the Client signing an agreement. When referring Clients to a TPM, the Client's best interest will be the main determining factor of TCP.

These practices represent a conflict of interest because TCP is paid a Solicitor's Fee for recommending the TPMs and may choose to recommend a particular TPM based on the fee TCP is to receive. This conflict is mitigated by the fact that TCP and its IARs have a fiduciary responsibility to act in the best interest of the Clients and will act accordingly. Clients are not required to accept any recommendation of TPMs given by TCP and have the option to receive investment advice through other money managers of their choosing.



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

### **A. Code of Ethics**

TCP Asset Management, LLC has adopted a Code of Ethics, a copy of which is provided to all Clients or prospective Clients upon request free of charge. TCP has a duty to exercise its authority and responsibility for the benefit of its Clients, to place the interest of its Clients first, and to refrain from having outside interests that conflict with the interests of its Clients and to disclose any conflicts that may exist. TCP will disclose to each Client any material conflict of interest regarding the Company, any representative or employees of the Company in writing before entering or renewing a Client's Investment Management Agreement either on a Discretionary or Non-Discretionary basis with the Client.

TCP Asset Management, LLC may maintain its own accounts and may buy and sell securities for its own account or the accounts of its principals. The advice given and the actions taken with respect to a Client and the Company's own account may differ from advice given or the timing and nature of actions taken with respect to other Client accounts.

### **B. Recommendations Involving Material Financial Interests**

TCP Asset Management, LLC, management or an IAR may have a financial interest in those recommended transactions that involve the purchase of securities. The Company, its management and Investment Advisor Representatives may personally invest in the same securities recommended to advisory Clients. These transactions may involve a conflict of interest.

To address this conflict of interest, should this occur, the Company's Investment Advisor Representatives, and Management, will adhere to the following procedures regarding their personal trading:

1. The Company will maintain a list of its Access/Related Persons;
2. Access persons are required to submit Initial and Annual holdings reports to the Chief Compliance Officer;
3. Access persons are required to submit quarterly transaction reports;
4. Personnel must receive approval from the Chief Compliance Officer regarding the purchase of IPO's and Limited Offerings;
5. Clients' orders will always take precedence over orders placed for the Company, its Investment Advisor Representatives or the Company's Management, and
6. Neither Advisory Clients, Investment Advisor Representatives nor the management of TCP Asset Management, LLC will have enough funds invested in any given security to move the market in that particular security.

### **C. Investing Personal Money in the Same Securities as Clients**

From time to time, TCP may invest in the same security as those that are recommended to its Clients. This may cause a conflict of interest. To address this issue, the Company has established the above-referenced procedure. Additionally, TCP will always process the Client's transactions before their own when similar or the same securities are being bought or sold, and no transactions by TCP will be permitted to disadvantage Clients. Clients should be aware that Custodians are limited to those approved

by United Planners (“UP”), and UP has oversight with regard to Rule 3280 requirements regarding private securities transactions of an associated person. UP receives data feeds from approved custodians to allow the flow of daily account data from multiple custodians with multiple asset types delivered to their back office systems.

#### **D. Trading Securities At or Around the Same Time as Clients' Securities**

Our supervised persons are not permitted to recommend securities to Clients at or about the same time that the IAR (or another supervised person associated with the IAR) buys or sells the same securities for their own account(s). In addition, IARs are not permitted to use discretionary trading authority on behalf of Clients to buy or sell securities at or about the same time that the Investment Advisor Representative (or another supervised person associated with the Investment Advisor Representative) buys or sells the same securities for their own account(s).

#### **E. Trades with Clients**

TCP Asset Management, LLC does not engage in agency cross or principal transactions with its Clients, however, if a situation occurs where they do, the Company will only do so with a written confirmation at or before the completion of each such transaction containing the following:

1. A statement and/or document describing the nature of the transaction and the conflict of interest;
2. The date and time of the transaction;
3. The source and amount of remuneration received by or to be received by the Company; and
4. That the Client's authorization may be revoked at any time prior to completion of the transaction.

TCP Asset Management, LLC may maintain its own accounts and may buy and sell securities for its own account or the accounts of its principals. The advice given and the actions taken with respect to a Client and to TCP Asset Management, LLC’s own accounts may differ from advice given or the timing and nature of actions taken with respect to other Client accounts.

## **Item 12 - Brokerage Practices**

#### **A. Factors Used to Select Broker-Dealers for Client Transactions**

For Clients that wish to establish a managed account or implement our financial planning advice through TCP Asset Management, LLC (“TCP”), we may recommend, and in some cases it may be necessary, for the Client to establish an account with TD Ameritrade Institutional, a Division of TD Ameritrade, Inc., (“TD Ameritrade”). TD Ameritrade is an independent SEC registered broker-dealer, member SIPC. When Clients sign an Investment Management Agreement with our Company, the Client will need to establish a brokerage account with TD Ameritrade if they do not already have an account with them or the Client may utilize a broker-dealer of their choosing. TCP selects appropriate broker-dealers based on a number of factors including, but not limited to the cost of transaction fees, reporting ability, and their execution and custodial services. The selected broker-dealer and in many cases, it may be TD Ameritrade, will maintain custody of Clients’ assets and provide execution of securities transactions. TCP relies on its broker-dealer to provide its execution services at the best prices available. Lower fees for comparable services may be available from other sources. Clients pay for any and all custodial fees in addition to the advisory fee charged by TCP.

TCP Asset Management, LLC is independently owned and operated. TCP is not affiliated with TD Ameritrade. TD Ameritrade offers to independent investment Advisors services which include custody

of securities, trade execution, clearance and settlement of transactions. TCP utilizes TD Ameritrade for its custodial and securities execution services. TCP does not have any soft-dollar arrangements with TD Ameritrade.

On an annual basis, TCP will review alternative custodians in the marketplace for comparison to the currently used custodian(s), evaluating criteria such as overall expertise, cost competitiveness and financial condition. Quality of execution for custodians will be reviewed through methods such as trade journal evaluations, blogs, chat rooms, advisor to advisor conversations, and study groups. No single criteria will validate nor invalidate a custodian, but rather, all criteria taken together will be used in evaluating the currently utilized custodian.

### *Directed Brokerage*

Not all investment advisors recommend or require the use of a specific broker-dealer. Some investment advisors allow Clients to select the broker-dealer. In circumstances where a Client directs TCP to use a certain broker-dealer, TCP still has a fiduciary duty to its Clients. The following may apply with Directed Brokerage: TCP's inability to negotiate commissions, to obtain volume discounts, there may be a disparity in commission charges among Clients and conflicts of interest arising from brokerage firm referrals.

While TCP generally recommends, and in some cases it may be necessary, for the Client to open an account with TD Ameritrade, a client may be allowed to select a broker-dealer of their own choosing and still participate in our Portfolio Management Services. In addition, TCP may also render non-discretionary investment management services to Clients regarding their (1) variable life/annuity products that they may own, and/or (2) their individual employer-sponsored retirement plans. In these situations, TCP Asset Management, LLC either directs or recommends the allocation of Client assets among the various mutual fund subdivisions that comprise the variable life/annuity product or the retirement plan. The Client's assets shall be maintained at either the specific insurance company that issued the variable life/annuity product which is owned by the Client or at the custodian designated by the sponsor of the Client's retirement plan. TCP does not have any arrangements whereby TCP recommends specific variable annuity sponsor companies or retirement plan sponsors.

When a Client directs the use of a particular broker-dealer or other custodian, TCP may not be able to obtain the best prices and execution for the transaction. Clients who direct the use of a particular broker-dealer or custodian may receive less favorable prices than would otherwise be the case if the Clients had not designated a particular broker-dealer or custodian. Further, Clients with directed brokerage arrangements will not be able to participate in aggregate trades (i.e. block trades) and directed trades may be placed by the Investment Advisor after effecting non-directed trades.

### *Best Execution*

Investment advisors who manage or supervise Client portfolios on a discretionary basis have a fiduciary obligation of best execution. The determination of what may constitute best execution and price in the execution of a securities transaction by a broker involves a number of considerations and is subjective. Factors affecting brokerage selection include the overall direct net economic result to the portfolios, the efficiency with which the transaction is effected, the ability to effect the transaction where a large block is involved, the operational facilities of the broker-dealer, the value of an ongoing relationship with such

broker and the financial strength and stability of the broker. TCP does not receive any portion of the trading fees.

## **B. Aggregating (Block) Trading for Multiple Client Accounts**

TCP Asset Management, LLC maintains the ability to block trade purchases across accounts. Block trading may benefit a large group of Clients by providing the Company the ability to purchase larger blocks resulting in smaller transaction costs to the Client. Declining to block trade can cause more expensive trades for Clients.

### *Soft-Dollar Arrangements*

TCP does not have any soft-dollar arrangements with any broker-dealer. Soft-dollars are credits or rebates from a brokerage firm on commissions that Clients pay for trades executed in a registered Investment Advisor's Clients' accounts. Regulators are skeptical of soft-dollar arrangements because they might cause an Advisor to breach its duty to seek the best execution of securities transactions. The Securities and Exchange Commission defines soft-dollar practices as an arrangement under which products or services other than execution services are obtained by an Advisor from or through a broker-dealer in exchange for directing Client transactions to the broker-dealer.

The Advisor and its IARs have a fiduciary responsibility to act in the best interest of the Clients and to ensure that the services received are beneficial to all Clients. The IARs strive to obtain best execution for its Clients.

## **Item 13 - Review of Accounts**

### **A. Frequency and Nature of Periodic Reviews and Who Makes those Reviews**

TCP's IARs review Client's accounts periodically throughout the calendar year, but at a minimum on a quarterly basis. Client accounts are reviewed more frequently upon request of the Client, in response to a material change in the Client's investment situation and/or when specific investment recommendations change for a given asset class or when market conditions dictate. Financial plans are considered complete when recommendations are delivered to the Client. A review is done for financial plans only upon request of a Client.

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

Factors that will trigger a non-periodic review of a Client's account would be changes in the tax laws, new investment information, material market, economic or political event, or if there is a change in the Client's financial circumstances.

### **C. Content and Frequency of Regular Reports Provided to Clients**

Clients receive written account statements no less than monthly for managed accounts. Account statements are issued by the custodian. The Client receives confirmations of each transaction in the account from the Custodian and an additional statement during any month in which a transaction occurs.

Clients receive written account statements no less than quarterly for accounts managed by TCP and are issued by TCP's Custodian. The Client may receive additional reports from TCP as disclosed in the Form ADV Part 2, the firm's Brochure. The Client receives confirmations of each transaction in the account from the Custodian, and an additional statement during any month which a transaction occurs.

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

### **A. Economic Benefits Provided by Third-Parties for Advice Rendered to Clients and Conflicts of Interest**

As discussed under Item 12 "Brokerage Practices", TCP solicits the services of third-party managers ("TPM") to manage Client accounts. In such circumstances, TCP receives solicitor fees from the TPM. TCP acts as the liaison between the Client and the TPM in return for an ongoing portion of the annual management fees collected by the TPM's to whom TCP refers Clients. See Item 12 for additional information.

This situation creates a conflict of interest because TCP and/or its IARs have an incentive to decide what TPMs to use because of the higher solicitor fees to be received by TCM. However, when referring Clients to a TPM, the Client's best interest will be the main determining factor of TCP.

### **B. Compensation to Non-Advisory Personnel for Client Referrals**

TCP Asset Management, LLC may offer remuneration to individuals or organizations that make referrals of potential Clients under the following circumstances:

1. TCP Asset Management, LLC has a written agreement with the person making the referral;
2. A separate written disclosure document is furnished to the referral Client disclosing the relationship between the person making the referral and TCP Asset Management, LLC, the terms of the compensation arrangement between the person making the referral and TCP Asset Management, LLC and any additional charges the Client will incur as a result of the referral.

## **Item 15 – Custody**

Pursuant to the Investment Advisors Act of 1940 Rule 206(4)-2(c)(1) and its requirements. "Custody" means holding, directly or indirectly, Client funds or securities, or having any authority to obtain possession of them. Although each Client will have a qualified Custodian to maintain their assets and funds, the Company is still considered to have custody due to its ability to deduct fees from the Client's account.

Each Client appoints, or will appoint, a separate custodian (the "Custodian") to take possession of the cash, securities, and other assets in the Client's account. As a result, TCP Asset Management, LLC does not have access to the assets in the account or to the income produced and will not be responsible for any acts or omissions of the custodian. Clients should be aware that the selection of a custodian is limited to those approved by United Planners ("UP"). The custodian sends to the Client, at least monthly, an account statement indicating all amounts disbursed from the account (including the amount of any fees paid to TCP Asset Management, LLC pursuant to the Client's authorization), all transactions occurring in the account during the period covered by the statement, and a summary of the account positions and

portfolio values at the end of the period. The custodian will be directed to send copies of the account statements to TCP Asset Management, LLC along with an indication that the statements have been sent to the Client.

In the event that the Client directs TCP Asset Management, LLC to use a particular custodian or broker-dealer, the Client will be responsible for all costs associated with this relationship. TCP Asset Management, LLC may not be authorized under those circumstances to negotiate commission and may not be able to obtain volume discounts or best execution. In addition, under these circumstances a disparity in commission charges may exist between the commission charged to Clients who direct TCP Asset Management, LLC to use a particular broker-dealer and other Clients who do not direct TCP Asset Management, LLC to use a particular broker-dealer.

TCP requires that advisory fees are to be paid through the automatic direct debiting from a Client's account. In order for TCP's advisory fees to be directly debited from a Client's account, the Client must provide written authorization permitting TCP to bill the custodian. This is done when the Client signs the Investment Management Agreement. If the Client declines to provide written authorization for the permitting of TCP to bill and debit the custodial account directly, unless other arrangements are made in advance and agreed upon by TCP, discretionary or otherwise advisory services will be terminated immediately.

TCP is deemed to have constructive custody solely because advisory fees are directly deducted from Client's account by the custodian on behalf of TCP.

## **Item 16 - Investment Discretion**

By the Client signing the "Investment Management Agreement – Discretionary", the Client grants TCP Asset Management, LLC the authority to invest/reinvest the assets under TCP Asset Management, LLC's management on the Client's behalf without prior consultation from the Client (discretionary basis), subject to the Client's stated investment objectives and any other Client instructions. TCP will invest in the investment types listed in this brochure which include, but are not limited to: cash, cash equivalents, U.S. Government securities, equities, options, mutual funds and alternative investments, which include, but are not limited to direct participation programs. See Item 8(C) regarding risks associated with these investments.

The Client approves the Custodian to be used and the commission rates paid to the custodian. TCP does not receive any portion of the transaction fees or commissions paid by the Client to the Custodian on certain trades. The Client also authorizes TCP to take any other necessary action in connection with the opening and maintenance of the Client's account, as well as for the completion and payment of transactions for the account. TCP will make investment decisions for the Client's account according to the Client's investment objectives and financial circumstances as described by the Client. The Client agrees to promptly inform TCP Asset Management, LLC if the information provided by the Client in their information and investor profile becomes materially inaccurate and to consult with TCP or their IAR to provide updated information on an annual basis.

### **Electronic Delivery of Form ADV Part 2A, Firm Brochure, and Part 2B, Supplemental Brochure(s)**

Pursuant to the Investment Advisor's Act of 1940, Investment Advisors are required on an annual basis to send Clients a copy of the Company's Form ADV Part 2, or a summary of material changes made

under Item 2 of Form ADV Part 2 with an offer to send the Client a complete copy of the Company's brochure free of charge upon request. Should the Client prefer to go "paperless" and receive a copy of the Company's brochure electronically, Clients may do so by signing an Electronic Communication Acknowledgement and Consent Agreement, and identifying the time frame that it covers or the Client may sign the designated section in the Client's "Investment Management Agreement".

## **Item 17 - Voting Client Securities (Proxy Voting)**

TCP does not vote proxies on securities. Clients are expected to vote their own proxies. Unless the parties have otherwise agreed in writing (and such writing, in the case of an account subject to the provisions of ERISA, is consistent with plan documents), TCP Asset Management, LLC shall have no authority or obligation to take any action or render any advice with respect to, issuers of securities in which assets of the Client's account may be invested from time to time. The Client (or the plan fiduciary in the case of an account subject to the provisions of ERISA) expressly retains the authority and responsibility for the voting of such proxies. The Client will receive their proxies directly from the Custodian of their account or from a transfer agent.

When assistance on voting proxies is requested, TCP will provide recommendations to the Client. If a conflict of interest exists, it will be disclosed to the Client.

## **Item 18 - Financial Information**

### **A. Balance Sheet**

No disclosure of financial information (a balance sheet) is required because TCP Asset Management, LLC does not have custody of Client funds and does not require prepayment of more than \$500.00 in fees per Client, six months or more in advance. Therefore, no balance sheet is included with this brochure.

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

Neither TCP Asset Management, LLC nor its management have any financial conditions that is likely to reasonably impair the ability to meet contractual commitments to Clients.

### **C. Bankruptcy Petitions in Previous Ten Years**

Neither TCP Asset Management, LLC, its management, nor its personnel have been the subject of a bankruptcy petition at any time during the past ten (10) years.



## Item 1: Cover Page

This brochure supplement provides information about Joshua R. Allen that supplements the TCP Asset Management, LLC's firm Brochure. You should have received a copy of that brochure. Please contact Joshua R. Allen, Chief Compliance Officer, if you did not receive TCP Asset Management, LLC's firm Brochure or if you have any questions about the content of this supplement. Additional information about Joshua R. Allen is also available on the Securities and Exchange Commission's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You may also call 614-761-9378 or send an email to Mr. Allen, Chief Compliance Officer, at the following email address: [Josh@trendencycapital.com](mailto:Josh@trendencycapital.com).

# TCP Asset Management, LLC

## Form ADV, Part 2B – Individual Disclosure Brochure

for

### Joshua R. Allen CFP®, CRPC®, CRPS®

Owner, Chief Compliance Officer and

Investment Advisor Representative

CRD No. 5074710

8415 Pulsar Place, Suite 210

Columbus, Ohio 43240

Tele: 614-761-9378 | Fax: 614-441-9945

Email: [josh@trendencycapital.com](mailto:josh@trendencycapital.com)

Website: [www.trendencycapital.com](http://www.trendencycapital.com)

Date: 03/31/2017



## **Item 2: Educational Background and Business Experience**

**Name:** Joshua R. Allen, CFP®, CRPC®, CRPS®  
**Born:** 1982  
**Title:** Owner, Chief Compliance Officer and Investment Advisor  
Representative of TCP Asset Management, LLC

**Education:** Bachelor of Science, Family Resource Management – 2005  
The Ohio State University – Columbus, Ohio

**Examinations / Licenses:** Series 7 – General Securities Representative Examination  
Series 9 – General Securities Sales Supervisor – Options Module Examination  
Series 10 – General Securities Sales Supervisor – General Module Examination  
Series 66 – Uniform Combined State Law Examination

CERTIFIED FINANCIAL PLANNER™ - CFP®  
Certified Financial Planner Board of Standards

### **CFP® Designation:**

The CERTIFIED FINANCIAL PLANNER™, CFP® and federally registered CFP® (with flame design) marks (collectively, the “CFP® marks”) are professional certification marks granted in the United States by the Certified Financial Planner Board of Standards, Inc. (“CFP Board”).

The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP® certification. It is recognized in the United States and a number of other countries for its: (1) high standard of professional education; (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with Clients.

To become certified as a CFP® Professional, one must meet the following requirements in the areas of education, examination, experience, and ethics.

### **Education Requirements:**

**The education requirement for attaining CFP® certification includes two main parts:**

1. Complete college or university-level coursework through a program registered with the CFP® Board, addressing the major personal financial planning areas identified by the CFP® Board's most recent Job Analysis Study; and
2. Verify that you hold a regionally accredited college or university bachelor's degree or higher (accreditation must be recognized by U.S. Department of Education at the time the degree is awarded).

**Examination Requirement:**

Pass the CFP® Certification Examination. This is a ten (10) hour examination covering Knowledge, Comprehension/Application, Analysis/Synthesis, and Evaluation.

**Experience Requirement:**

A total of three (3) years full-time qualifying Experience, or the equivalent of six thousand (6,000) hours, which is two thousand (2,000) hours per year, is required to satisfy the three (3) year Experience Requirement.

**Ethics Requirement:**

CFP® professionals agree to adhere to the high standards of ethics and practice outlined in the CFP® Board's Standards of Professional Conduct ("Standards") and to acknowledge the CFP® Board's right to enforce them through its Disciplinary Rules and Procedures ("Disciplinary Rules").

Individuals who become certified must complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP® marks:

**Continuing Education:**

Complete thirty (30) hours of continuing education hours every two years, including two hours on the *Code of Ethics* and other parts of the *Standards of Professional Conduct*, to maintain competence and keep up with developments in the financial planning field; and

**Ethics:**

Renew an agreement to be bound by the *Standards of Professional Conduct*. The *Standards* prominently require that CFP® professionals provide financial planning services at a fiduciary standard of care. This means CFP® professionals must provide financial planning services in the best interests of their Clients. CFP® professionals who fail to comply with the above standards and requirements may be subject to CFP® Board's enforcement process, which could result in suspension or permanent revocation of their CFP® certification.

**Additional Professional Certifications:****1. Chartered Retirement Planning Counselor<sup>SM</sup> (CRPC®):**

Chartered Retirement Planning Counselor is a designation granted by the College for Financial Planning after fulfilling the program's requirements. CRPC® certification requirements are as follows:

- Successfully complete the program.
- Pass the final examination.
- Comply with the Code of Ethics.
- Upon completion and obtaining the CRPC® designation, you must complete sixteen (16) hours of continuing education.
- Reaffirm to abide by the Standards of Professional Conduct, and
- Pay a biennial renewal fee.

## 2. Chartered Retirement Plans Specialist<sup>SM</sup> or CRPS<sup>®</sup>

The Chartered Retirement Plans Specialist<sup>SM</sup> or CRPS<sup>®</sup> designation is the nation's premier credential focusing on retirement plan administration. This designation is awarded to individuals who specialize in creating, implementing and maintaining retirement plans for businesses. The CRPS<sup>®</sup> certification requirements are as follows:

- Complete a course of study encompassing all aspects of retirement plans.
- Pass an end-of-course examination that demonstrates their expertise.
- All designees have agreed to adhere to the Standards of Professional Conduct and are subject to a disciplinary process.
- Designees renew their designation every two-years by completing sixteen (16) hours of continuing education, reaffirming adherence to the Standards of Professional Conduct and complying with self-disclosure requirements.
- Pay a nominal fee to continue using the designation.

Business Background		
Employer	Title	Dates
TCP Asset Management, LLC Dublin, OH	Owner, Chief Compliance Officer, and Investment Advisor Representative	10/2016 – Present
United Planners Financial Services Scottsdale, AZ	Registered Representative	12/2016 – Present
Securities America, Inc. Columbus, OH	Investment Advisor Representative and Registered Representative	10/2014 – 10/2016
Oppenheimer & Co., Inc. Cincinnati, OH	Investment Advisor Representative and Registered Representative	12/2013 – 10/2014
Invest Financial Corporation Worthington, OH	Investment Advisor Representative and Registered Representative	10/2012 – 12/2013

### Item 3: Disciplinary Information

There are no legal or disciplinary events that are material to a Client's or prospective Client's evaluation of this advisory business.

### Item 4: Other Business Activities

Mr. Allen is a licensed insurance agent with various insurance companies. He is also an employee of Trendency Capital Partners, a licensed insurance agency, and the Company's DBA marketing firm.

In addition, Mr. Allen is a Registered Representative of United Planners Financial Services, an unaffiliated broker-dealer.

### **Item 5: Additional Compensation**

Mr. Allen does not receive any economic benefit from any person, company, or organization, in exchange for providing Client advisory services through TCP Asset Management, LLC other than his compensation paid by the Company, i.e., salary and/or bonuses.

Mr. Allen receives compensation as a licensed insurance agent. And, as a Registered Representative of United Planners, an unaffiliated broker-dealer, he receives commissions based on the sale of securities and other investment products.

### **Item 6: Supervision**

Mr. Allen is supervised by Branda Allen who is a Partner/Director of Wealth Management. Ms. Allen supervises all duties and activities of Mr. Allen. Mr. Allen's contact information is on the cover page of this disclosure document. Mr. Allen adheres to all required regulations regarding the activities of an Investment Adviser Representative and follows all policies and procedures outlined in the Company's policies and procedures manual, including the Code of Ethics, and appropriate securities regulatory requirements.

## Item 1: Cover Page

This brochure supplement provides information about Phillip Joseph Susi that supplements the TCP Asset Management, LLC's firm Brochure. You should have received a copy of that brochure. Please contact Joshua R. Allen, Chief Compliance Officer, if you did not receive TCP Asset Management, LLC's firm Brochure or if you have any questions about the content of this supplement. Additional information about Phillip J. Susi is also available on the Securities and Exchange Commission's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You may also call 614-761-9378 or send an email to Mr. Allen, Chief Compliance Officer, at the following email address: [Josh@trendencycapital.com](mailto:Josh@trendencycapital.com).

# **TCP Asset Management, LLC**

## **Form ADV, Part 2B – Individual Disclosure Brochure**

for

### **Phillip J. Susi**

Owner and

Investment Advisor Representative

CRD No. 5109197

8415 Pulsar Place, Suite 210

Columbus, Ohio 43240

Tele: 614-761-9378 | Fax: 614-441-9945

Email: [Psusi@trendencycapital.com](mailto:Psusi@trendencycapital.com)

Website: [www.trendencycapital.com](http://www.trendencycapital.com)

Date: 03/31/2017

## Item 2: Educational Background and Business Experience

**Name:** Phillip J. Susi

**Born:** 1982

**Title:** Owner, and Investment Advisor Representative of  
TCP Asset Management, LLC

**Education:** Bachelor of Arts in Education — 2005  
Otterbein University, Westerville, Ohio

**Examinations / Licenses:** Series 7 – General Securities Representative Examination  
Series 66 – Uniform Combined State Law Examination

Business Background		
Employer	Title	Dates
TCP Asset Management, LLC Dublin, OH	Owner, and Investment Advisor Representative	10/2016 – Present
United Planners Financial Services Scottsdale, AZ	Registered Representative	12/2016 – Present
Securities America, Inc. Columbus, OH	Investment Advisor Representative and Registered Representative	10/2014 – 10/2016
Oppenheimer & Co., Inc. Cincinnati, OH	Investment Advisor Representative and Registered Representative	08/2013 – 10/2014
Invest Financial Corporation Worthington, OH	Investment Advisor Representative and Registered Representative	01/2009 – 08/2013

## Item 3: Disciplinary Information

There are no legal or disciplinary events that are material to a Client's or prospective Client's evaluation of this advisory business.

## Item 4: Other Business Activities

Mr. Susi is a licensed insurance agent with various insurance companies. He is also an employee of Trendency Capital Partners, a licensed insurance agency and the company's DBA marketing firm.

In addition, Mr. Susi is a Registered Representative of United Planners Financial Services, an unaffiliated broker-dealer.

### **Item 5: Additional Compensation**

Mr. Susi does not receive any economic benefit from any person, company, or organization, in exchange for providing Client advisory services through TCP Asset Management, LLC other than his compensation paid by the Company, i.e., salary and/or bonuses.

Mr. Susi receives compensation as a licensed insurance agent. And, as a Registered Representative of United Planners, an unaffiliated broker-dealer, he receives commissions based on the sale of securities and other investment products.

### **Item 6: Supervision**

Mr. Susi is supervised by Joshua R. Allen, the Company's Chief Compliance Officer. Mr. Allen supervises all duties and activities of Mr. Susi. Mr. Susi's contact information is on the cover page of this disclosure document. Mr. Susi adheres to all required regulations regarding the activities of an Investment Adviser Representative and follows all policies and procedures outlined in the Company's policies and procedures manual, including the Code of Ethics, and appropriate securities regulatory requirements.