

Item 1 – Cover Page

ADV Part 2A Disclosure Brochure



The Junk Investment Group, LLC

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Date of Brochure: March 2024

This brochure provides information about the qualifications and investment advisory business practices of The Junk Investment Group, LLC. If you have any questions about the contents of this brochure, please contact us by phone at (410) 584-8100 or by email at thejunks@junkinv.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about The Junk Investment Group, LLC's investment advisory business is also available on the Internet at www.adviserinfo.sec.gov. You can view information on this website by searching for The Junk Investment Group, LLC by name or by using the firm's CRD number: 104619.

*Registration as an investment advisor does not imply a certain level of skill or training.

Item 2 – Material Changes

Since our last update that was filed in July 2023, we have made the following material change to this disclosure brochure:

- We have revised the description of services we offer to include discretionary investment services. Please refer to Items 4, 5, and 16 for more information.
- We have updated our reported assets under management. Please refer **to Item 4 – Advisory Business** for more information.
- We revised the fee for Financial Planning Consultation from a minimum of \$1,000.00, calculated at a \$250.00 hourly rate to \$1,950.00, calculated at a \$325.00 hourly rate, noting a 6-hour minimum for these services.
- In February 2024, Christine Venanzi made the decision to leave The Junk Investment Group, LLC. Eli Adams replaced her as the Chief Compliance Officer of the firm.

We will continue to ensure that you receive a summary of material changes, if any, to this and subsequent disclosure brochures within 120 days after our fiscal year ends. Our fiscal year ends on December 31 so you will receive the summary of material changes, if any, no later than April 30 each year. At that time, we will also offer a copy of the most current disclosure brochure. We may also provide other ongoing disclosure information about material changes, as necessary.

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Item 4 – Advisory Business

Ownership

The Junk Investment Group, LLC (“Advisor”) is an investment advisor registered with the Securities and Exchange Commission. The Junk Investment Group, LLC is solely owned by Eli Adams.

General Description of Primary Advisory Services

The Junk Investment Group, LLC offers personalized investment advisory services including financial planning & consultation services and portfolio management. The following are brief descriptions of our primary services. A detailed description is provided in **Item 5, Fees and Compensation**, so that clients and prospective clients (“clients” or “you”) can review the services and description of fees more thoroughly.

Portfolio Management Services

We offer ongoing discretionary and non-discretionary portfolio management services based on the individual goals, objectives, time horizon, and risk tolerance of each client. We offer portfolio management services by providing you with continuous and on-going supervision over your accounts. This means that we continuously monitor your account and either trade or make trade recommendations for that account when necessary.

In an initial meeting, a complimentary interview is provided to determine the scope of services to be provided. Prior to entering into a written contract (investment advisory retainer agreement), Advisor’s ADV Part II, ADV Part III and Privacy Policy will be given to the client. Should the client wish to engage Advisor for its services, both parties must sign Advisor’s investment advisory retainer agreement. Afterwards, it will be Advisor’s responsibility to meet with each client to create a written Investment Policy Statement (“IPS”), which outlines the client’s current situation (return expectations, risk tolerance levels, income needs, tax levels, time horizon, and other unique needs). Advisor then constructs a plan (written into the IPS) to aid in the construction of a portfolio that matches each client’s specific situation. Investment Supervisory Services include, but are not limited to, the following:

- | | |
|-----------------------|------------------------------|
| • Investment Strategy | • Personal Investment Policy |
| • Asset Allocation | • Asset Selection |
| • Risk Tolerance | • Security Selection |

All clients are strongly encouraged to indicate in writing their agreement with the financial goals and Advisor’s strategy to meet them as outlined in the IPS.

As part of the investment advisory retainer agreement for discretionary portfolio management services, Advisor does request discretionary authority from clients in order to select securities and execute transactions without permission from the client prior to each transaction. For non-discretionary services, we contact you in advance before placing a transaction. However, clients still have the ability to direct or restrict trading of specified securities. Trades can be directed (new trades, retention or exclusion of assets) through written communication from a client to Advisor (email or letter).

All client accounts are reviewed on an ongoing basis to ensure the account’s structure and underlying securities are consistent with Advisor’s policies and the individual client’s needs.

Financial Planning & Consultation Services

Financial planning can be described as helping individuals determine and set their long-term financial goals through investments, tax planning, asset allocation, risk management, retirement planning and other areas.

The role of a financial planner is to find ways to help clients understand their overall financial situation and help them set financial objectives.

The investment advisor representatives (collectively, “we”) offer limited financial planning services regarding both investment and non-investment related issues. These services do not involve actively managing your accounts.

Specialization

We specialize in portfolio management services. Please see **Item 5, Fees and Compensation**, for additional information.

Limits Advice to Certain Types of Investments

We provide investment advice on the following types of investments:

- Exchange-listed securities
- ETFs
- Securities traded over-the-counter
- Variable annuities
- Mutual fund shares

We also offer investment advice on fixed annuities and life insurance. Although we generally limit our investment advice to the listed products, we reserve the right to offer advice on any investment product that may be suitable for each client’s specific circumstances, needs, goals and objectives. Please also see **Item 5, Fees and Compensation**, for additional information about portfolio holdings in managed accounts

Please refer to **Item 8, Methods of Analysis, Investment Strategies and Risk of Loss** for more information.

Tailor Advisor Services to Individual Needs of Clients

Our services are always provided based on your specific needs. You have the ability to impose restrictions on your accounts in writing, including specific investment selections and sectors. However, we will not enter into an investment advisor relationship with a prospective client whose investment objectives may be considered incompatible with our investment philosophy or strategies or where the prospective client seeks to impose unduly restrictive investment guidelines.

Wrap-Fee Program versus Portfolio Management Program

In traditional management programs, advisory services are provided for a fee but transaction services are billed separately on a per-transaction basis. In wrap-fee programs, advisory services and transaction services are provided for one fee. The Advisor offers a Wrap-Fee management program.

In a Wrap Fee program, Client understands that the firm and its investment advisor representatives have a conflict of interest. In the Wrap Fee Program, the firm pays the transaction fees charged by Charles Schwab & Co., Inc. (“Schwab”) for trade activity in the account. The amount of these transaction fees will vary based on the frequency of the trading within the Client accounts. The firm and its investment advisor representatives will have lower trading costs if there are fewer trades in the Client accounts. Thus, the firm

and its investment advisor representatives have an economic incentive to place fewer trades in the Client accounts, which is a conflict of interest. Additionally, individual stocks and ETFs have a lower transaction fee than mutual funds. Therefore, the firm and its investment advisor representatives have an economic incentive to recommend stocks and ETFs over mutual funds, which is a conflict of interest.

Retirement Plan Rollover Recommendations

When The Junk Investment Group, LLC (the Firm) provides investment advice about your retirement plan account or individual retirement account ("IRA") including whether to maintain investments and/or proceeds in the retirement plan account, roll over such investment/proceeds from the retirement plan account to a IRA or make a distribution from the retirement plan account, we acknowledge that The Junk Investment Group, LLC is a "fiduciary" within the meaning of Title I of the Employee Retirement Income Security Act ("ERISA") and/or the Internal Revenue Code ("IRC") as applicable, which are laws governing retirement accounts. The way the Firm makes money creates conflicts with your interests, so the Firm operates under a special rule that requires The Junk Investment Group, LLC to act in your best interest and not put our interest ahead of you.

Under this special rule's provisions, The Junk Investment Group, LLC must, as a fiduciary to a retirement plan account or IRA under ERISA/IRC:

- Meet a professional standard of care when making investment recommendations (e.g., give prudent advice);
- Never put the financial interests of the Firm ahead of you when making recommendations (e.g., give loyal advice);
- Avoid misleading statements about conflicts of interest, fees, and investments;
- Follow policies and procedures designed to ensure that the Firm gives advice that is in your best interest;
- Charge no more than is reasonable for the services of the Firm, and
- Give basic information about conflicts of interest.

To the extent that we recommend you roll over your account from a current retirement plan account to an individual retirement account managed by The Junk Investment Group, LLC, please know that the Firm and our investment adviser representatives have a conflict of interest.

We can earn increased investment advisory fees by recommending that you roll over your account at the retirement plan to an IRA managed by the Firm. We will earn fewer investment advisory fees if you do not roll over the funds in the retirement plan to an IRA managed by us.

Thus, our investment adviser representatives have an economic incentive to recommend a rollover of funds from a retirement plan to an IRA which is a conflict of interest because our recommendation that you open an IRA account to be managed by our firm can be based on our economic incentive and not based exclusively on whether or not moving the IRA to our management program is in your overall best interest.

We have taken steps to manage this conflict of interest. We have adopted an impartial conduct standard whereby our investment adviser representatives will

- (i) provide investment advice to a retirement plan participant regarding a rollover of funds from the retirement plan in accordance with the fiduciary status described below,

- (ii) not recommend investments which result in The Junk Investment Group, LLC receiving unreasonable compensation related to the rollover of funds from the retirement plan to an IRA, and
- (iii) fully disclose compensation received by The Junk Investment Group, LLC and any material conflicts of interest related to recommending the rollover of funds from the retirement plan to an IRA, and refrain from making any materially misleading statements regarding such rollover.

When providing advice to you regarding a retirement plan account or IRA, our investment advisor representatives will act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, based on the investment objectives, risk tolerance, financial circumstances, and a client's needs, without regard to the financial or other interests of The Junk Investment Group, LLC or our affiliated personnel.

Client Assets Managed by Advisor

The amount of client assets managed by us totaled \$419,273,673 as of December 31, 2023, all managed on a non-discretionary basis.

Item 5 – Fees and Compensation

In addition to the information provided in **Item 4, Advisory Business**, this section provides details regarding our services along with descriptions of each service's fees and compensation arrangements.

Financial Planning & Consultation Services

If requested by you, the investment advisor representatives ("representatives") (collectively, "we" or "our") may provide financial planning & consultation services (including investment and non-investment-related matters) on a fixed fee basis. Financial planning & consultation services fees begin at a minimum of \$1,950.00, calculated at a \$325.00 hourly rate. We require a 6-hour minimum for financial planning & consultation services. The total fee is based upon the level and scope of the services required, and the representatives rendering the service(s). Before we can begin providing services, you must enter into a Financial Planning Consultation Agreement ("Agreement") with us setting forth the terms and conditions of the engagement, the scope of the services to be provided and the fee charged. We require one-half of the quoted fee at the time services begin, with the remaining balance due after the services have been provided. All work is completed for the stated fixed fee unless there is a change in the scope of services requested. If there is a change in the scope of services, a new Financial Planning Consulting Agreement must be executed.

A copy of this Disclosure Brochure is provided to you prior to signing the Agreement. If you have not received a copy of this Disclosure Brochure at least 48 hours prior to signing the Agreement, you have five business days from the date of signing the Agreement to terminate our services without penalty. Upon oral notice, termination is effective immediately and any fee paid is fully refunded. After five business days have passed, you are responsible for our time expended to the effective date of termination. We calculate our fees at \$325.00 per hour for services rendered prior to the date of termination. All unearned fees are refunded to you. Any fees due in addition to the prepaid retainer are due upon receipt of our detailed billing statement.

We rely on the information provided by you. Therefore, it is very important that the information you provide is complete and accurate. We are not responsible for verifying the information supplied by you or by your other professionals. Our services do not include legal or tax advice. You are urged to work closely with your attorney, accountant, or other professionals regarding your financial and personal situation. If you request it, we may recommend the services of other professionals to help you implement any advice or recommendations, but you are not obligated to engage the services of anyone we recommend. You retain absolute authority over all implementation decisions and are free to accept or reject any recommendation from us.

In addition, you should notify us if there is ever a change in your financial situation or investment objectives so that we can review our previous recommendations and/or services.

Portfolio Management Services

As previously described, we offer portfolio management services. Such services may further include, but are not limited to, the following:

- Providing ongoing review of all your investment accounts and asset positioning
- Preparing quarterly reports showing the current value of all monitored assets
- Holding periodic meetings as necessary to review the positioning of various investments, and
- Conducting periodic phone conversations initiated by us and/or you pertaining to investment matters

Services also include the financial planning & consultation services previously described at no additional charge.

We recommend that your assets be maintained in a brokerage account established at Charles Schwab & Co., Inc. , a registered broker-dealer, member SIPC, or in an account held directly at an insurance company. See, **Additional Compensation**, below and **Item 12, Brokerage Practices**, elsewhere in this Disclosure Brochure. The qualified account custodian maintains custody of your funds and securities. We do not act as custodian and do not have direct access to your funds and securities except to have advisory fees deducted from your account and paid to us with your prior written authorization.

You authorize us to have trading authorization on your accounts, and the precise terms of that authorization will depend on whether you retain us for discretionary or non-discretionary management services . See **Item 16, Investment Discretion**, for additional discussion on trading authority.

We charge for these services based on a percentage of the assets under management. Currently, we recommend that you primarily allocate investment management assets among various mutual funds, the investment sub-divisions that may comprise a variable insurance product owned by you, ETFs, and/or, to a much lesser extent, individual equities, in accordance with your designated investment objective(s). Fees are calculated annually as follows:

<u>Total Portfolio Value</u>	<u>Fee Rate</u>
To \$499,999	1.00%
\$500,000 to \$749,999	0.95%
\$750,000 to \$999,999	0.85%

\$1,000,000 to \$1,499,999	0.80%
Over \$1,500,000	0.75%

There is a minimum fee of \$300 per quarter. Our annual management fee is calculated as of the value of your assets on the last business day of the previous calendar year. Our fee is paid in advance in four equal quarterly payments (on or about April 1, July 1, October 1, and January 1).

For new clients, we begin charging fees at the start of the first new calendar quarter after the investments are placed. The annual management fee is then calculated based on the initial portfolio value. Prior to entering into a fee arrangement, our representatives work with you on fact-finding, risk tolerance, presentation, and implementation.

The only compensation received by The Junk Investment Group for portfolio management services is the annual fee as specified in the client's investment advisory retainer agreement. The Junk Investment Group receives no other forms of compensation in connection with providing portfolio management services.

Fees are recalculated once each year based on the value of your assets on the last business day of the previous calendar year. You are notified in writing by March of each year, by way of a Fee Notification Statement, of the updated fee for the coming year. The updated fee is billed in four equal quarterly payments (on or about April 1, July 1, October 1, and January 1 of the subsequent year).

Fees are negotiable. There is a minimum fee of \$300 per quarter per client. For new clients, we require a \$750,000 aggregate account minimum. However, in our sole discretion, we may waive the quarterly fee or new client account minimum and/or charge a lesser investment management fee based upon certain criteria (i.e., anticipated future earning capacity, anticipated additional assets, dollar amount of assets to be managed, related accounts, account composition, etc.).

Fees are due and payable within 30 days of receiving our fee invoice, although you also have the option to have fees automatically deducted from an existing investment account. If you choose to have the fee automatically deducted, you are required to provide the account custodian with written authorization to deduct the fees from the account and pay them to us. This authorization is included in the application to open an account. At least quarterly, you receive an account statement from your account custodian detailing transactions in your account, including advisory fees charged. You should review the account statements received from the account custodian and verify that appropriate advisory fees are being deducted. The custodian does not verify the accuracy of the advisory fees deducted.

Schwab, or other qualified custodians, may charge separate custody fees directly to you. We do not receive any portion of the fees from either the custodian or from you. In addition, you may incur certain charges imposed by third-parties other than us in connection with investments made through your account, including, but not limited to, variable annuity fees and surrender charges and IRA and qualified retirement plan fees. Our management fees are separate and distinct from the fees and expenses charged by investment company securities that may be recommended to you. Descriptions of these fees and expenses are available in each security prospectus.

A copy of this disclosure Brochure is provided to you before signing the Investment Advisory Retainer Agreement ("Agreement"). The Agreement remains in effect until terminated by either party. If you have not received a copy of this Disclosure Brochure at least 48 hours prior to signing the Agreement, you have five business days from the date you sign to terminate our services without penalty.

Management services can be terminated by either party by providing written notice to the other. Termination is effective immediately. You are responsible for our time expended to the effective date of termination. Time expended is calculated on a pro-rated basis of time elapsed in the quarter. The balance (if any) of unearned fees is refunded to you.

Additional Compensation

You have sole discretion about whether to contract for our services. In addition, for non-discretionary portfolio management services clients, you have sole discretion about whether to implement any recommendations made by us. If you do decide to implement our recommendations with us, we take any actions and implement any transactions required. If you do not decide to work with us, you are responsible for taking any actions or implementing any transactions required and you are free to select any broker/dealer and/or insurance agent to implement our recommendations.

We are also independently licensed as insurance agents and sell insurance products to clients. We earn commissions when selling insurance products in this separate capacity. This is a conflict of interest, since any commissions earned are in addition to advisory fees earned in our capacity as investment advisor representatives.

Please see **Item 10, Other Financial Activities and Affiliations**, and **Item 12, Brokerage Practices**, for additional discussion on these conflicts of interest.

From time to time, we may receive expense reimbursement for travel and/or marketing expenses from distributors of investment and/or insurance products. Travel expense reimbursements are typically a result of attendance at due diligence and/or investment training events hosted by product sponsors. Marketing expense reimbursements are typically the result of informal expense sharing arrangements in which product sponsors may underwrite costs incurred for marketing such as advertising, publishing, and seminar expenses. Although receipt of these travel and marketing expense reimbursements are not predicated upon specific sales quotas, the product sponsor reimbursements are typically made by those sponsors for whom sales have been made or sales are anticipated to be made. The investment advisor representatives' endeavor at all times to put your interests first as a part of our fiduciary duty. However, you should be aware that receiving additional compensation through nominal sales awards, expense reimbursements, etc. creates a conflict of interest that may impact the judgment of our representatives when making advisory recommendations.

Comparable Services

We believe our fees for advisory services are reasonable with respect to the services provided and the fees charged by other investment advisors offering similar services. However, lower fees for comparable services may be available from other sources.

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

Performance-based fees are defined as fees based on a share of capital gains on or capital appreciation of the assets held in a client's account. We do not receive performance-based fees.

Item 7 – Types of Clients

Investment advice is provided to the following types of clients:

- Individuals (including high-net-worth individuals)
- Trusts, estates, or charitable organizations

Minimum Investment Amounts Required

There is no minimum for financial planning & consultation services.

We require a \$750,000 aggregate account minimum for new clients to establish a managed account. We charge a minimum quarterly fee of \$300 per client on managed accounts. However, in our sole discretion, we may waive the quarterly fee, or new client account minimum, and/or charge a lesser investment management fee based upon certain criteria (i.e., anticipated future earning capacity, anticipated additional assets, dollar amount of assets to be managed, related accounts, account composition, etc.).

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

Methods of Analysis

We use an objective based approach to investment analysis. Our portfolios are composed of equity-based Mutual Funds and Exchange-Traded Funds (“ETFs”) to create customized portfolios based upon each client’s investment objectives and risk tolerances. Individual investment vehicles are selected to meet the client’s objective based on the fund family’s general reputation, the reasonableness of the internal expense ratio, and the consistency of performance over the long term.

Investment Strategies

We use the following strategies when implementing investment advice to clients:

- Long-term purchases (securities held at least a year)
- Margin transactions (Investor pays for part of the purchase and borrows the rest from a brokerage firm; e.g., investor buys \$5,000 worth of stock in a margin account by paying for \$2,500 and borrowing \$2,500 from a brokerage firm. Clients cannot borrow stock from Advisor.)

Our investment strategy does not attempt to time the market.

We gather information from financial newspapers and magazines, research materials prepared by others, corporate rating services, annual reports, prospectuses and filings with the Securities and Exchange Commission, and company press releases.

Risk of Loss

Investing in securities involves a risk of loss that you should be prepared to bear, including loss of your original principal. You should be aware that past performance of any security is not necessarily indicative of future results. Therefore, you should not assume that future performance of any specific investment or investment strategy will be profitable. We do not provide any representation or guarantee that your goals

will be achieved. Further, depending on the different types of investments, there may be varying degrees of risk:

- Market Risk. Either the market as a whole, or the value of an individual company, goes down, resulting in a decrease in the value of client investments. This is referred to as systemic risk.
- Equity (Stock) Market Risk. Common stocks are susceptible to fluctuations and to volatile increases/decreases in value as their issuers' confidence in, or perceptions of, the market change. Investors holding common stock (or common stock equivalents) of any issuer are generally exposed to greater risk than if they hold preferred stock or debt obligations of the issuer.
- Company Risk. There is always a certain level of company or industry specific risk when investing in stock positions. This is referred to as non-systemic risk and can be reduced through appropriate diversification. There is the risk that a company may perform poorly or that its value may be reduced based on factors specific to it or its industry (e.g., employee strike, unfavorable media attention).
- Options Risk. Options on securities may be subject to greater fluctuations in value than investing in the underlying securities. Purchasing and writing put or call options are highly specialized activities and involve greater than ordinary investment risk. Puts and calls are the right to sell or buy a specified amount of an underlying asset at a set price within a set time.
- Fixed Income Risk. Investing in bonds involves the risk that the issuer will default on the bond and be unable to make payments. In addition, individuals depending on set amounts of periodically paid income face the risk that inflation will erode their spending power. Fixed-income investors receive set, regular payments that face the same inflation risk.
- ETF and Mutual Fund Risk. ETF and mutual fund investments bear additional expenses based on a pro-rata share of operating expenses, including potential duplication of management fees. The risk of owning an ETF, or mutual fund, generally reflects the risks of owning the underlying securities held by the ETF or mutual fund. Clients also incur brokerage costs when purchasing ETFs.
- Management Risk. Your investments also vary with the success and failure of our investment strategies, research, analysis and determination of portfolio securities. If our strategies do not produce the expected returns, the value of your investments will decrease.
- Margin Risk. When you purchase securities, you may pay for the securities in full or borrow part of the purchase price from your account custodian or clearing firm. If you borrow part of the purchase price then you are engaging in margin transactions and there is risk involved with this. The securities held in your margin account are collateral for the custodian or clearing firm that loaned you the money. If those securities decline in value, then the value of the collateral supporting your loan also declines. As a result, the brokerage firm is required to take action in order to maintain the necessary level of equity in your account. The brokerage firm may issue a margin call and/or sell other assets in your account.

It is important that you fully understand the risks involved in trading securities on margin, including:

- You can lose more funds than you deposit in your margin account
- The account custodian, or clearing firm, can force the sale of securities or other assets in your account
- The account custodian, or clearing firm, can sell your securities or other assets without contacting you
- You are not entitled to choose which securities or other assets in your margin account may be liquidated or sold to meet a margin call
- The account custodian, or clearing firm, may move securities held in your cash account to your margin account and pledge the transferred securities
- The account custodian, or clearing firm, can increase its “house” maintenance margin requirements at any time and is not required to provide you advance written notice
- You are not entitled to an extension of time on a margin call

Please note that we recommend trading on margin in very few circumstances and only to high-net-worth individuals.

Primarily Recommend One Type of Security

We primarily recommend investing in equity backed securities for long term investment horizons. Investing primarily in equities carries the following risks:

- Market Risk
- Equity (Stock) Market Risk
- Company Risk
- ETF and Mutual Fund Risk
- Management Risk

Additionally, we primarily use equity mutual funds and ETFs as our investment vehicles. These same risks as listed above apply to this method of investing.

Item 9 – Disciplinary Information

We have no legal or disciplinary events that are material to your evaluation of our business or the integrity of our management. Therefore, this item is not applicable to our brochure.

Item 10 – Other Financial Industry Activities and Affiliations

We are not and do not have a related person that is:

- A broker/dealer, municipal securities dealer, government securities dealer, or broker
- 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)
- A futures commission merchant, commodity pool operator, or commodity trading advisor
- A banking or thrift institution
- An insurance company or agency
- A lawyer or law firm
- Real estate agent or broker

- Banking or thrift institution
- A pension consultant
- A sponsor or syndicator of limited partnerships

We are an independent registered investment advisor and investment advisor representatives and only provide investment advisory services. We are not engaged in any other business activities and offer no other services except those described in this Disclosure Brochure. However, while we do not sell products or services other than investment advice, we may sell other products or provide services outside of our role as investment advisor representatives.

Insurance Sales

We are also independently licensed to sell insurance products through various insurance companies. When acting in this capacity, we may receive fees or commissions for selling these products. You are under no obligation to direct insurance transactions to insurance companies with which we may be licensed. Suitable insurance and investment products may be available from other companies.

Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading

Investment Policy

None of our representatives may effect for themselves or for their immediate family (i.e., spouse, minor children) any transactions in a security which is being actively purchased or sold, or is being considered for purchase or sale, on behalf of any of our clients, unless in accordance with the following firm procedures.

Firm Procedures

In order to implement our investment policy, the following procedures have been put into place with respect to us and our representatives:

- (1) If we are purchasing or considering for purchase any security on behalf of our client, no representative may transact in that security prior to the client purchase having been completed by us, or until a decision has been made not to purchase the security on behalf of the client; and
- (2) If we are selling or considering the sale of any security on behalf of our client, no representative may transact in that security prior to the sale on behalf of the client having been completed by us, or until a decision has been made not to sell the security on behalf of the client.

Exceptions

- (1) This investment policy has been established recognizing that some securities being considered for purchase and sale on behalf of our clients trade in sufficiently broad markets to permit transactions to be completed without any appreciable impact on the markets of the securities. Under certain circumstances, exceptions may be made to the policies stated above. Records of these trades, including the reasons for the exceptions, are maintained with our records in the manner set forth above.
- (2) Open-end mutual funds and/or the investment subdivisions, which may comprise a variable insurance product, are purchased or redeemed at a fixed net asset value price per share specific to the date of purchase or redemption. As such, transactions in mutual funds and/or variable insurance products by advisory representatives are not likely to have an impact on the prices of

the fund shares in which clients invest and are therefore not prohibited by our investment policy and procedures.

According to the *Investment Advisers Act of 1940*, an investment advisor is considered a fiduciary. As a fiduciary, it is an investment advisor's responsibility to provide fair and full disclosure of all material facts. In addition, an investment advisor has a duty of utmost good faith to act solely in the best interest of each client. We and our representatives have a fiduciary duty to all clients. We have established a Code of Ethics, which all advisory representatives must read and then execute an acknowledgement agreeing that they understand and agree to comply with our Code of Ethics. The fiduciary duty of our representatives to clients is considered the core underlying principle for our Code of Ethics and represents the expected basis for all dealings with clients. We have the responsibility to make sure that the interests of clients are placed ahead of our representatives' own investment interests. All representatives will conduct business in an honest, ethical, and fair manner. All representatives will always comply with all federal and state securities laws. Full disclosure of all material facts and conflicts of interest will be provided to clients prior to services being conducted. All advisory representatives have a responsibility to avoid circumstances that might negatively affect, or appear to affect, the advisory representatives' duty of complete loyalty to their clients. This section is only intended to provide current clients and potential clients with a description of our Code of Ethics. If current clients or potential clients wish to review our Code of Ethics in its entirety, a copy may be requested from any of our representatives. A copy is provided within 30 days.

Item 12 – Brokerage Practices

Best Execution

Clients are under no obligation to act on the financial planning recommendations of Advisor. If the firm executes transactions in a discretionary client's account, or assists in the implementation of any recommendations, we are responsible to ensure that the client receives the best execution possible. Best execution does not necessarily mean that clients receive the lowest possible commission costs but that the qualitative execution is best. In other words, all conditions considered, the transaction execution is in your best interest. When considering best execution, we look at a number of factors besides prices and rates including, but not limited to:

- Execution capabilities (e.g., market expertise, ease/reliability/timeliness of execution, responsiveness, integration with our existing systems, ease of monitoring investments)
- Products and services offered (e.g., investment programs, back-office services, technology, regulatory compliance assistance, research and analytic services)
- Financial strength, stability, and responsibility
- Reputation and integrity
- Ability to maintain confidentiality

We exercise reasonable due diligence to make certain that best execution is obtained for all clients when implementing any transaction by considering the back-office services, technology and pricing of services offered.

Brokerage Recommendations

Advisor will recommend/require that clients establish brokerage accounts with the Schwab Advisor Services division of Charles Schwab & Co., Inc., a registered broker-dealer, member SIPC, to maintain custody of clients' assets and to effect trades for their accounts. The final decision to custody assets with Schwab is

at the discretion of the Advisor's clients, including those accounts under ERISA or IRA rules and regulations, in which case the client is acting as either the plan sponsor or IRA account holder. The Junk Investment Group, LLC is independently owned and operated and not affiliated with Schwab.

Schwab provides The Junk Investment Group, LLC with access to its institutional trading and custody services, which are typically not available to Schwab retail investors. These services generally are available to independent investment advisors on an unsolicited basis, at no charge to advisors. Schwab's services include brokerage services that are related to the execution of securities transactions, custody, research, including that in the form of advice, analyses and reports, and access to mutual funds and other investments that are otherwise generally available only to institutional investors, or would require a significantly higher minimum initial investment.

Schwab also makes available to The Junk Investment Group, LLC other products and services that benefit the Advisor but may not benefit its clients' accounts. These benefits may include national, regional, or The Junk Investment Group, LLC-specific educational events organized and/or sponsored by Schwab Advisor Services. Other potential benefits may include occasional business entertainment of personnel of The Junk Investment Group, LLC by Schwab Advisor Services personnel, including meals, invitations to sporting events (including golf tournaments), and other forms of entertainment, some of which may accompany educational opportunities. Other of these products and services assist The Junk Investment Group, LLC in managing and administering clients' accounts. These include software and other technology (and related technological training) that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts), provide research, pricing information and other market data, facilitate payment of the Advisor's management fees from its clients' accounts, and assist with back-office training and support functions, recordkeeping, and client reporting. Many of these services generally may be used to service all or some substantial number of Advisor's accounts, including accounts not maintained at Schwab Advisor Services. Schwab Advisor Services also makes available to The Junk Investment Group, LLC other services intended to help the Advisor manage and further develop its business enterprise. These services may include professional compliance, legal and business consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance, employee benefits providers, human capital consultants, insurance, and marketing. In addition, Schwab may make available, arrange and/or pay vendors for these types of services rendered to the Advisor by independent third parties. Schwab Advisor Services may discount or waive fees it would otherwise charge for some of these services, or pay all or a part of the fees of a third-party providing these services to the Advisor. While, as a fiduciary, The Junk Investment Group, LLC endeavors to act in its clients' best interests, the Advisor's recommendation/requirement that clients maintain their assets in accounts at Schwab may be based in part on the benefit to the Advisor of the availability of some of the foregoing products and services and other arrangements, and not solely on the nature, cost or quality of custody and brokerage services provided by Schwab, which is a conflict of interest.

For Advisor's clients' accounts maintained in its custody, Schwab generally does not charge separately for custody services but is compensated by account holders, through commissions or other transaction-related or asset-based fees for securities trades that are executed through Schwab or that settle into Schwab accounts.

Please see **Item 5, Fees and Compensation**, for additional information about advisory services and implementing recommendations.

Handling of Trade Errors

We have implemented procedures designed to prevent trade errors when implementing transactions. However, trade errors in client accounts cannot always be avoided. Consistent with our fiduciary duty, it is our policy to correct trade errors in a manner that is in the best interest of the client. We contact Schwab's Trade Department immediately about any trade error. Trading errors are usually corrected after the trade settles and may take 5-7 days to finalize.

If we or Schwab are responsible for making a trade error in a client account, the error is corrected and the client account is restored to where it would have been had the trade error not occurred. Any profit from the trade correction is retained by Schwab. Neither we, nor the client, retain profits from a trade correction.

Block Trades

We do not engage in block trading.

Item 13 – Review of Accounts

Account Reviews

Financial planning & consultation services terminate upon completion of the project and no ongoing reviews are performed.

If you contract for portfolio management services, account reviews are conducted on an ongoing basis. We endeavor to have contact with you, either in person, by video conference or by phone, as best suits your needs. A formal review of your assets is conducted at least once annually. While the calendar is the main triggering factor, we encourage reviews also be conducted at your request, due to changes in your personal or financial situation, or due to unusual market or economic activity. You are reminded that you should advise us immediately of any changes in your investment objectives and/or financial situation.

Absent your specific instructions, we review accounts to verify portfolio holdings, appropriate asset allocation, possible re-balancing needs, anti-money laundering concerns, fee calculation accuracy, continued suitability, and that performance continues to work toward your investment goals and objectives.

Account Reports

You receive statements from your account custodian at least quarterly and receive monthly confirmation statements if there is activity in your account. If you contract with us for portfolio management services, we also provide you with a quarterly report summarizing your account activity and performance. There is no additional charge above your portfolio management fee for our quarterly report.

Item 14 – Client Referrals and Other Compensation

Client Referrals

We do not directly or indirectly compensate anyone for referring clients to us.

Other Compensation

Advisor receives an economic benefit from Schwab in the form of the support products and services it makes available to independent investment advisers whose clients maintain their accounts at Schwab. These products and services, how they benefit us, and the related conflicts of interest are described above. The availability of Schwab's products and services is not based on us giving particular investment advice, such as buying particular securities for our clients.

For additional discussion on other compensation received by Advisor, please refer to **Additional Compensation** under **Item 5, Fees and Compensation**, **Item 10, Other Financial Industry Activities and Affiliations**, and **Item 12, Brokerage Practices**.

Item 15 – Custody

Custody, as it applies to investment advisors, has been defined as having access or control over client funds and/or securities, but does **not** include the ability to execute transactions in client accounts. Custody is not limited to physically holding client funds and securities. If an investment advisor has the ability to access or control client funds or securities, the investment advisor is deemed to have custody for purposes of the *Investment Advisers Act of 1940* and must ensure proper procedures are implemented. Please note that regulators have deemed the authorization to trade in client accounts to not be custody. However, we are deemed to have custody of client funds and securities whenever we are given the authority to have fees deducted directly from client accounts.

Our procedures do **not** result in our maintaining custody of client funds and securities:

For accounts where we are deemed to have custody, we have established procedures to ensure all client funds and securities are held at a qualified custodian, in a separate account for each client, under that client's name. Clients or an independent representative of the client will direct, in writing, the creation of all accounts and therefore are aware of the qualified custodian's name, address and the manner in which the funds or securities are maintained. Finally, account statements are delivered directly from the qualified custodian to each client, or the client's independent representative, at least quarterly. Clients should carefully review those statements and are urged to compare the statements against reports received from us. When clients have questions about their account statements, they should contact us or the qualified custodian preparing the statement.

Item 16 – Investment Discretion

Discretionary Portfolio Management Services

For those client accounts where Advisor provides ongoing supervision, the client has given Advisor written discretionary authority over the client's accounts with respect to securities to be bought or sold and the amount of securities to be bought or sold. Details of this relationship are fully disclosed to the client before any advisory relationship has commenced. The client provides Advisor discretionary authority via a limited power of attorney in the Investment advisory retainer agreement and in the contract between the client and the custodian.

Non-Discretionary Portfolio Management Services

Although we have trading authority on your accounts, we manage these assets on a non-discretionary basis. This means we always contact you before implementing any transactions in an account. You must accept or reject our investment recommendations, including (1) the security being recommended, (2) the number of shares, units or dollar amount and (3) whether to buy or sell. Once these factors are agreed upon, we are responsible for making decisions regarding the timing of the purchase or sale and the price at which it is bought or sold. You should know that if you are not able to be reached, or are slow to respond to our request, it can have an adverse impact on the implementation of trades. Further, our notification letters indicate that the failure to respond will be deemed an acceptance of the trading recommendation.

Upon your written instructions, you may place reasonable restrictions on the types of investments that may be purchased in your account.

Item 17 – Voting Client Securities

We do not vote proxies for you. You maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by you are voted and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings, or other type events pertaining to your investment assets. Either we or you instruct each account custodian to forward directly to you all proxies and shareholder communications relating to your investment assets.

Item 18 – Financial Information

This item is not applicable to our brochure. We do not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance. Therefore, we are not required to include a balance sheet for our most recent fiscal year.

We are not subject to a financial condition that is reasonably likely to impair our ability to meet contractual commitments to clients. Finally, we have not been the subject of a bankruptcy petition at any time.

Privacy Notice

This notice is provided to you on behalf of The Junk Investment Group, LLC. Maintaining the trust and confidence of clients is a high priority. That is why we want you to understand how we protect your privacy when we collect and use your information, and the steps that we take to safeguard that information.

Information Collected:

In connection with providing investment products, financial advice or other services, we obtain non-public personal information about you, including:

- Information received from you on account applications;
- Information received from credit or service bureaus, or other third parties; and
- Information about your transactions with us or others, including your financial advisor.

Information Disclosed:

We do not disclose information regarding you or your accounts with us, except under the following circumstances:

- To your authorized financial advisor and his or her manager;
- To establish or maintain an account with an unaffiliated third party, such as a clearing broker providing services to client and/or us;
- To government entities, or other third parties, in response to subpoenas or other legal process as required by law;
- If applicable, to our parent companies or their affiliates, to the extent permitted by law;
- To other advisors as authorized by you.

Security Policy:

Only those individuals who need it to perform their jobs are authorized to have access to your confidential information. We maintain physical, electronic, and procedural security measures that comply with applicable state and federal regulations to safeguard confidential client information.

Closed or Inactive Accounts:

If you decide to close your account(s) or become an inactive customer, we adhere to the privacy policies and practices as described in this notice.

Complaint Notification:

Please direct complaints to The Junk Investment Group, LLC, 307 International Circle, Suite 540, Hunt Valley, MD 21030, (410) 584-8100.

Changes to This Privacy Policy:

If there are any substantial changes in the way we use or disseminate confidential information, The Junk Investment Group, LLC will notify you.

If you have any questions concerning this Policy, please write to The Junk Investment Group, LLC, 307 International Circle, Suite 540, Hunt Valley, MD 21030.