

Black Capital Management, LLC

ADV Part 2A, Firm Brochure Dated March 25, 2024

Contact: Taylor M. Black, Chief Compliance Officer
11400 S. Alley Jackson Road
Grain Valley, Missouri 64029
www.blackcapitalmanagement.com

This Brochure provides information about the qualifications and business practices of Black Capital Management, LLC. If you have any questions about the contents of this brochure, please contact us at (816) 525-9300 or black@blackcapitalmanagement.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 Black Capital Management, LLC also is available on the SEC's website at www.adviserinfo.sec.gov.

References herein to Black Capital Management, LLC as a “registered investment adviser” or any reference to being “registered” does not imply a certain level of skill or training.

Item 2 Material Changes

There have been no material changes made to Black Capital's disclosure statement since its last Annual Amendment filing made on February 23, 2023.

Black Capital's Chief Compliance Officer, Taylor M. Black, remains available to address any questions regarding this Part 2A, including the disclosure additions and enhancements.

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Item 4 Advisory Business

- A. Black Capital Management, LLC (“Black Capital”) is a limited liability company formed on February 10, 2006 in the state of Missouri. Black Capital became registered as an Investment Adviser Firm in October 1987. Black Capital is solely owned by Terry Black, Black Capital’s Managing Member.
- B. As discussed below, Black Capital offers to its clients (individuals, pension and profit sharing plans, corporations, business entities, trusts, estates and charitable organizations, etc.) investment advisory services on a non-discretionary and/or discretionary basis. Black Capital does not provide financial planning or consulting services.

INVESTMENT ADVISORY SERVICES

Black Capital Management provides professional investment advisor’s services specializing in the management of balanced and equity portfolios for employee benefit plans, corporate investment funds and portfolios of individual and family assets. The firm concentrates its investments in equities, fixed income and cash equivalent securities, thereby customizing a portfolio program for the long-term investor.

The client can determine to engage Black Capital to provide non-discretionary and/or discretionary investment advisory services on a *fee-only* basis. Black Capital’s annual investment advisory fee shall be based upon a percentage (%) of the market value and type of assets placed under Black Capital’s management between negotiable and 1.00%.

MISCELLANEOUS

No Financial Planning or Non-Investment Consulting/Implementation Services:

Black Capital does not provide financial planning and related consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc.

We **do not** serve as an attorney, accountant, or insurance agency, and no portion of our services should be construed as legal or accounting services. Accordingly, we **do not** prepare estate planning documents, tax returns or sell insurance products. To the extent requested by a client, we may recommend the services of other professionals for certain non-investment implementation purpose (i.e., attorneys, accountants, insurance, etc.). You are under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation made by Black Capital or its representatives.

If the client engages any unaffiliated recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. At all times, the engaged licensed professional[s] (i.e., attorney, accountant, insurance agent, etc.), and **not** Black Capital, shall be responsible for the quality and competency of the services provided.

Non-Discretionary Service Limitations: Clients that determine to engage Black Capital on a non-discretionary investment advisory basis **must be willing to accept** that Black Capital cannot effect any account transactions without obtaining prior consent to any such transaction(s) from the client. Therefore, in the event of a market correction during which

the client is unavailable, Black Capital will be unable to effect any account transactions without first obtaining the client's consent.

Retirement Rollovers – Potential for Conflict of Interest: A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former employer's plan, if permitted, (ii) roll over the assets to the new employer's plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account ("IRA"), or (iv) cash out the account value (which could, depending upon the client's age, result in adverse tax consequences). If Black Capital recommends that a client roll over their retirement plan assets into an account to be managed by Black Capital, such a recommendation creates a conflict of interest if Black Capital will earn new (or increase its current) compensation as a result of the rollover. If Black Capital provides a recommendation as to whether a client should engage in a rollover or not (whether it is from an employer's plan or an existing IRA), Black Capital is acting as a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. No client is under any obligation to roll over retirement plan assets to an account managed by Black Capital, whether it is from an employer's plan or an existing IRA. Black Capital's Chief Compliance Officer, Taylor M. Black, remains available to address any questions that a client or prospective client may have regarding the potential for conflict of interest presented by such rollover recommendation.

Use of Mutual and Exchange Traded Funds: Black Capital utilizes mutual funds and exchange traded funds for its client portfolios. In addition to Black Capital's investment advisory fee described below, and transaction and/or custodial fees discussed above, clients will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g., management fees and other fund expenses). The mutual funds and exchange traded funds utilized by Black Capital are generally available directly to the public. Thus, a client can generally obtain the funds recommended and/or utilized by Black Capital independent of engaging Black Capital as an investment advisor. However, if a prospective client does so, then they will not receive Black Capital's initial and ongoing investment advisory services.

Cash Positions: Black Capital continues to treat cash as an asset class. As such, unless determined to the contrary by Black Capital, all cash positions (money markets, etc.) shall continue to be included as part of assets under management for purposes of calculating Black Capital's advisory fee. At any specific point in time, depending upon perceived or anticipated market conditions/events (there being no guarantee that such anticipated market conditions/events will occur), Black Capital may maintain cash positions for defensive purposes. In addition, while assets are maintained in cash, such amounts could miss market advances. Depending upon current yields, at any point in time, Black Capital's advisory fee could exceed the interest paid by the client's money market fund.

Cash Sweep Accounts: Certain account custodians can require that cash proceeds from account transactions or new deposits, be swept to and/or initially maintained in a specific custodian designated sweep account. The yield on the sweep account will generally be lower than those available for other money market accounts. When this occurs, to help mitigate the corresponding yield dispersion, Black Capital shall (usually within 30 days thereafter) generally (with exceptions) purchase a higher yielding money market fund (or other type security) available on the custodian's platform, unless Black

Capital reasonably anticipates that it will utilize the cash proceeds during the subsequent 30-day period to purchase additional investments for the client's account. Exceptions and/or modifications can and will occur with respect to all or a portion of the cash balances for various reasons, including, but not limited to the amount of dispersion between the sweep account and a money market fund, the size of the cash balance, an indication from the client of an imminent need for such cash, or the client has a demonstrated history of writing checks from the account. **Please Note:** The above does not apply to the cash component maintained within a Black Capital actively managed investment strategy (the cash balances for which shall generally remain in the custodian designated cash sweep account), an indication from the client of a need for access to such cash, assets allocated to an unaffiliated investment manager, and cash balances maintained for fee billing purposes. **Please Also Note:** The client shall remain exclusively responsible for yield dispersion/cash balance decisions and corresponding transactions for cash balances maintained in any Black Capital unmanaged accounts. **ANY QUESTIONS:** Black Capital's Chief Compliance Officer, Taylor M. Black, remains available to address any questions that a client or prospective client may have regarding the above.

Portfolio Activity: Black Capital has a fiduciary duty to provide services consistent with the client's best interest. As part of its investment advisory services, Black Capital will review client portfolios on an ongoing basis to determine if any changes are necessary based upon various factors, including, but not limited to, investment performance, fund manager tenure, style drift, account additions/withdrawals, and/or a change in the client's investment objective. Based upon these factors, there may be extended periods of time when Black Capital determines that changes to a client's portfolio are neither necessary nor prudent. Clients nonetheless remain subject to the fees described in Item 5 below during periods of account inactivity.

Other Assets. A client may:

- hold securities that were purchased at the request of the client or acquired prior to the client's engagement of Black Capital. Generally, with potential exceptions, Black Capital does not/would not recommend nor follow such securities, and absent mitigating tax consequences or client direction to the contrary, would prefer to liquidate such securities. **Please Note:** If/when liquidated, it should not be assumed that the replacement securities purchased by Black Capital will outperform the liquidated positions. To the contrary, different types of investments involve varying degrees of risk, and there can be no assurance that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by Black Capital) will be profitable or equal any specific performance level(s). In addition, there may be other securities and/or accounts owned by the client for which Black Capital does not maintain custodian access and/or trading authority; and,
- hold other securities and/or own accounts for which Black Capital does not maintain custodian access and/or trading authority.

Corresponding Services/Fees: When agreed to by Black Capital, Black Capital shall: (1) remain available to discuss these securities/accounts on an ongoing basis at the request of the client; (2) monitor these securities/accounts on a regular basis, including, where applicable, rebalancing with client consent; (3) shall generally consider these securities as part of the client's overall asset allocation; (4) report on

such securities/accounts as part of regular reports that may be provided by Black Capital; and, (5) include the market value of all such securities for purposes of calculating advisory fee.

ANY QUESTIONS: Black Capital's Chief Compliance Officer, Taylor M. Black, remains available to address any questions regarding the above.

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

Disclosure Brochure: A copy of Black Capital's written Brochure and Client Relationship Summary as set forth on Part 2A of Form ADV and Form CRS, respectively, shall be provided to each client prior to, or contemporaneously with, the execution of the *Investment Advisory Agreement*.

- C. Black Capital shall provide investment advisory services specific to the needs of each client. Prior to providing investment advisory services, an investment adviser representative will ascertain each client's investment objective(s). Thereafter, Black Capital shall allocate and/or recommend that the client allocate investment assets consistent with the designated investment objective(s). The client may, at any time, impose reasonable restrictions, in writing, on Black Capital's services.
- D. Black Capital does not participate in a wrap fee program.
- E. As of December 31, 2023, Black Capital had \$12,500,000 in assets under management on a discretionary basis, and 113,700,000 non-discretionary basis, for a total of \$126,200,000 in total assets under management.

Item 5 Fees and Compensation

- A. Black Capital provides non-discretionary and/or discretionary investment advisory services on a *fee-only* basis. Black Capital's annual investment advisory fee shall be based upon a percentage (%) of the market value and type of assets placed under Black Capital's management, and is negotiable but generally ranges between 0.50% and 1.00% as follows:

Estimated Annual Fee Schedule:

<u>Market Value of Assets</u>	<u>% of Assets</u>
From \$100,000 to \$2.0 million	1.00%
Next \$2.0 to \$5.0 million	0.75%
Above \$5.0 million	0.50%

* Black Capital generally requires a minimum asset level of \$1 Million for investment advisory services.

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

Fee Dispersion. Black Capital, in its discretion, may charge a lesser or higher investment advisory fee, charge a flat fee, waive applicable minimum asset or minimum fee levels, waive its fee entirely, or charge fee on a different interval, based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, complexity of the engagement, anticipated services to be rendered, grandfathered fee schedules, employees and family members, courtesy accounts, competition, negotiations with client, etc.). **Please Note:** As a result of the above, similarly situated clients could pay different fees. In addition, similar advisory services may be available from other investment advisers for similar or lower fees. **ANY QUESTIONS:** Black Capital's Chief Compliance Officer, Taylor M. Black, remains available to address any questions that a client or prospective client may have regarding advisory fees.

Please Note – Accrued Interest/Dividends. The market value reflected on periodic account statements issued by the account custodian may differ from the value used by Black Capital for its advisory fee billing process. Black Capital includes the accrued value of certain month or quarter-end interest and/or dividend payments when calculating client advisory fees, which amounts may not yet be reflected on the custodian statement as having been received by the account.

- B. Black Capital's advisory fees are deducted from the client's custodial account. Both Black Capital's *Investment Advisory Agreement* and the custodial/clearing agreement authorize the custodian to debit the account for the amount of Black Capital's investment advisory fee and to directly remit that management fee to Black Capital in compliance with regulatory procedures. In the limited event that Black Capital bills the client directly, payment is due upon receipt of Black Capital's invoice. Black Capital shall generally deduct fees and/or bill clients quarterly in arrears based upon the market value of the assets on the last business day of the previous calendar quarter.
- C. As discussed below, unless the client directs otherwise or an individual client's circumstances require, Black Capital shall generally recommend that Charles Schwab & Co. ("*Schwab*") serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as *Schwab* charge brokerage commissions and/or transaction fees for effecting certain securities transactions (i.e., including transaction fees for certain mutual funds, and mark-ups and mark-downs charged for fixed income transactions, etc.). The types of securities for which transaction fees, commissions, and/or other type fees (as well as the amount of those fees) shall differ depending upon the broker-dealer/custodian. While certain custodians, including Schwab and Fidelity, generally (with the potential exception for large orders) do not currently charge fees on individual equity transactions (including ETFs), others do. **Please Note:** there can be no assurance that Schwab and/or

Fidelity will not change their transaction fee pricing in the future. Please Also Note: Fidelity and Schwab may also assess fees to clients who elect to receive trade confirmations and account statements by regular mail rather than electronically.

In addition to Black Capital's investment management fee, brokerage commissions and/or transaction fees, the client will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g., management fees and other fund expenses).

Black Capital's Chief Compliance Officer, Taylor M. Black, remains available to address any questions that a client or prospective client may have regarding the above.

- D. Fees are payable quarterly, generally after services are rendered at the choice of the client. A client may terminate our contract at any time in writing, and is immediately due a full refund of any advanced fees paid. Black Capital provides client five (5) business days after signing investment management agreement during which client, with written notice to Black Capital, may terminate agreement and receive full refund.

The *Investment Advisory Agreement* between Black Capital and the client will continue in effect until terminated by either party by written notice in accordance with the terms of the *Investment Advisory Agreement*. Upon termination, Black Capital shall debit the account for any earned and unpaid advisory fee as of the date of termination.

- E. Neither Black Capital, nor its representatives, accepts compensation from the sale of securities or other investment products.

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

Neither Black Capital nor any supervised person of Black Capital accepts performance-based fees.

Item 7 Types of Clients

Black Capital offers to its clients (individuals, trusts, estates and charitable organizations, etc.) investment advisory services on a non-discretionary and/or discretionary basis.

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

- A. Black Capital may utilize the following methods of security analysis:
- Fundamental - (analysis performed on historical and present data, with the goal of making financial forecasts)

Black Capital may utilize the following investment strategies when implementing investment advice given to clients:

- Long Term Purchases (securities held at least a year)
- Short Term Purchases (securities sold within a year)

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

Investors generally face the following types of 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 may be caused by external factors independent of the fund's specific investments as well as due to the fund's specific investments. Additionally, each security's price will fluctuate based on market movement and emotion, which may, or may not be due to the security's operations or changes in its true value. For example, political, economic and social conditions may trigger market events which are temporarily negative, or temporarily positive.
- **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.
- **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.
- **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.
- **Cybersecurity Risk.** The information technology systems and networks that Black Capital and its third-party service providers use to provide services to Black Capital's clients employ various controls, which are designed to prevent cybersecurity incidents stemming from intentional or unintentional actions that could cause significant interruptions in Black Capital's operations and result in the unauthorized acquisition or use of clients' confidential or non-public personal information. Clients and Black Capital are nonetheless subject to the risk of cybersecurity incidents that could ultimately cause them to incur losses, including for example: financial losses, cost and reputational damage to respond to regulatory obligations, other costs associated with corrective measures, and loss from damage or interruption to systems. Although Black Capital has established its systems to reduce the risk of cybersecurity incidents from coming to fruition, there is no guarantee that these efforts will always be successful, especially considering that Black Capital does not directly control the cybersecurity measures and policies employed by third-party service providers. Clients could incur similar adverse consequences resulting from cybersecurity incidents that more directly affect issuers of securities in which those clients invest, broker-dealers, qualified custodians, governmental and other regulatory authorities, exchange and other financial market operators, or other financial institutions.

- B. Black Capital's methods of analysis and investment strategies do not present any significant or unusual risks.

However, every method of analysis has its own inherent risks. To perform an accurate market analysis Black Capital must have access to current/new market information. Black Capital has no control over the dissemination rate of market information; therefore, unbeknownst to Black Capital, certain analyses may be compiled with outdated market information, severely limiting the value of Black Capital's analysis. Furthermore, an accurate market analysis can only produce a forecast of the direction of market values. There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

Black Capital's primary investment strategies - Long Term Purchases and Short Term Purchases - are fundamental investment strategies. However, every investment strategy has its own inherent risks and limitations. For example longer term investment strategies require a longer investment time period to allow for the strategy to potentially develop. Shorter term investment strategies require a shorter investment time period to potentially develop but, as a result of more frequent trading, may incur higher transactional costs when compared to a longer term investment strategy.

- C. Currently, Black Capital primarily allocates client investment assets among various individual equity (stocks), debt (bonds) and fixed income securities and mutual funds on a non-discretionary and/or discretionary basis in accordance with the client's designated investment objective(s).

Item 9 Disciplinary Information

Black Capital has not been the subject of any disciplinary actions.

Item 10 Other Financial Industry Activities and Affiliations

- A. Neither Black Capital, nor its representatives, are registered or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.
- B. Neither Black Capital, nor its representatives, are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or a representative of the foregoing.
- C. Black Capital has no other relationship or arrangement with a related person that is material to its advisory business.
- D. Black Capital does not recommend or select other investment advisors for its clients.

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

- A. Black Capital maintains an investment policy relative to personal securities transactions.

This investment policy is part of Black Capital's overall Code of Ethics, which serves to establish a standard of business conduct for all of Black Capital's representatives that is based upon fundamental principles of openness, integrity, honesty and trust, a copy of which is available upon request.

Black Capital also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by Black Capital or any person associated with Black Capital.

- B. Neither Black Capital nor any related person of Black Capital recommends, buys, or sells for client accounts, securities in which Black Capital or any related person of Black Capital has a material financial interest.
- C. Black Capital and/or representatives of Black Capital *may* buy or sell securities that are also recommended to clients. This practice may create a situation where Black Capital and/or representatives of the firm are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a conflict of interest. Practices such as "scalping" (i.e., a practice whereby the owner of shares of a security recommends that security for investment and then immediately sells it at a profit upon the rise in the market price which follows the recommendation) could take place if Black Capital did not have adequate policies in place to detect such activities. In addition, this requirement can help detect insider trading, "front-running" (i.e., personal trades executed prior to those of Black Capital's clients) and other potentially abusive practices.

Black Capital has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of Black Capital's "Access Persons". Black Capital's securities transaction policy requires that an Access Person of Black Capital must provide the Chief Compliance Officer or his/her designee with a written report of their current securities holdings within ten (10) days after becoming an Access Person. Additionally, each Access Person must provide the Chief Compliance Officer or his/her designee with a written report of the Access Person's current securities holdings at least once each twelve (12) month period thereafter on a date Black Capital selects; provided, however that at any time that Black Capital has only one Access Person, he or she shall not be required to submit any securities report described above.

- D. Black Capital and/or representatives of Black Capital *may* buy or sell securities, at or around the same time as those securities are recommended to clients. This practice creates a situation where Black Capital and/or representatives of the firm are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a conflict of interest. As indicated above in Item 11.C, Black Capital has a personal securities transaction policy in place to monitor the personal securities transaction and securities holdings of each of Black Capital's Access Persons.

Item 12 Brokerage Practices

- A. In the event that the client requests that Black Capital recommend a broker-dealer/custodian for execution and/or custodial services (exclusive of those clients that may direct Black Capital to use a specific broker-dealer/custodian), Black Capital generally recommends that investment management accounts be maintained at *Schwab*. Prior to engaging Black Capital to provide investment management services, the client will be

required to enter into a formal *Investment Advisory Agreement* with Black Capital setting forth the terms and conditions under which Black Capital shall manage the client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Factors that Black Capital considers in recommending *Schwab* (or any other broker-dealer/custodian to clients) include historical relationship with Black Capital, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by Black Capital's clients shall comply with Black Capital's duty to seek best execution, a client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where Black Capital determines, in good faith, that the commission/transaction fee is reasonable. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Black Capital will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, Black Capital's investment management fee. Black Capital's best execution responsibility is qualified if securities that it purchases for client accounts are mutual funds that trade at net asset value as determined at the daily market close.

1. Research and Additional Benefits.

Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, Black Capital receives from *Schwab* (or another broker-dealer/custodian, investment platform, unaffiliated investment manager, vendor, unaffiliated product/fund sponsor, or vendor), without cost (and/or at a discount) support services and/or products, certain of which assist Black Capital to better monitor and service client accounts maintained at such institutions. Included within the support services that may be obtained by Black Capital may be investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support, computer hardware and/or software and/or other products used by Black Capital in furtherance of its investment advisory business operations.

As indicated above, certain of the support services and/or products that *may* be received may assist Black Capital in managing and administering client accounts. Others do not directly provide such assistance, but rather assist Black Capital to manage and further develop its business enterprise.

There is no corresponding commitment made by Black Capital to *Schwab* or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, or securities or other investment products as a result of the above arrangement.

Black Capital's Chief Compliance Officer, Taylor M. Black, remains available to address any questions that a client or prospective client may have regarding the above arrangement and the corresponding conflict of interest.

2. Black Capital does not receive referrals from broker-dealers.
3. Black Capital does not generally accept directed brokerage arrangements (when a client requires that account transactions be effected through a specific broker-dealer). In such client directed arrangements, the client will negotiate terms and arrangements for their account with that broker-dealer, and Black Capital will not seek better execution services or prices from other broker-dealers or be able to "batch" the client's transactions for execution through other broker-dealers with orders for other accounts managed by Black Capital. As a result, client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case. Higher transaction costs adversely impact account performance.

Transactions for directed accounts will generally be executed following the execution of portfolio transactions for non-directed accounts.

In the event that the client directs Black Capital to effect securities transactions for the client's accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through alternative clearing arrangements that may be available through Black Capital.

Black Capital's Chief Compliance Officer, Taylor M. Black, remains available to address any questions that a client or prospective client may have regarding the above arrangement.

- B. To the extent that Black Capital provides investment management services to its clients, the transactions for each client account generally will be effected independently, unless Black Capital decides to purchase or sell the same securities for several clients at approximately the same time. Black Capital may (but is not obligated to) combine or "bunch" such orders to seek best execution, to negotiate more favorable commission rates or to allocate equitably among Black Capital's clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders placed for each client account on any given day. Black Capital shall not receive any additional compensation or remuneration as a result of such aggregation.

Item 13 Review of Accounts

- A. For those clients to whom Black Capital provides investment supervisory services, account reviews are conducted on an ongoing basis by Black Capital's Principals and/or representatives. All investment supervisory clients are advised that it remains their responsibility to advise Black Capital of any changes in their investment objectives and/or financial situation. All clients (in person or via telephone) are encouraged to review financial planning issues (to the extent applicable), investment objectives and account performance with Black Capital on an annual basis.

- B. Black Capital may conduct account reviews on an other than periodic basis upon the occurrence of a triggering event, such as a change in client investment objectives and/or financial situation, market corrections and client request.
- C. Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. Black Capital may also provide a written periodic report summarizing account activity and performance.

Item 14 Client Referrals and Other Compensation

- A. As referenced in Item 12.A.1 above, Black Capital receives economic benefits from *Schwab*. Black Capital, without cost (and/or at a discount), receives support services and/or products from *Schwab*.

There is no corresponding commitment made by Black Capital to *Schwab* or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangement.

Black Capital's Chief Compliance Officer, Taylor M. Black, remains available to address any questions that a client or prospective client may have regarding the above arrangement and the corresponding conflict of interest.

- B. Black Capital does not have any new referral relationships whereby it compensates others for client referrals. Historically, Black Capital participated in the Schwab Advisor Network ("The Service"), a referral service sponsored by *Schwab*. Black Capital continues to pay referral fees to *Schwab* for already-existing referrals, but no longer participates in The Service and has no other referral arrangements. During the period within which Black Capital participated in The Service, Black Capital maintained ADV disclosure relative to the relationship, but has since removed the disclosure due to its becoming moot. Any questions pertaining to the historical relationship should be addressed to Black Capital's Chief Compliance Officer.

Item 15 Custody

Black Capital shall have the ability to have its advisory fee for each client debited by the custodian on a quarterly basis. Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. Black Capital may also provide a written periodic report summarizing account activity and performance.

To the extent that Black Capital provides clients with periodic account statements or reports, the client is urged to compare any statement or report provided by Black Capital with the account statements received from the account custodian.

The account custodian does not verify the accuracy of Black Capital's advisory fee calculation.

Item 16 Investment Discretion

The client can engage Black Capital to provide investment advisory services on a discretionary basis. Prior to Black Capital assuming discretionary authority over a client's account, client shall be required to execute an *Investment Advisory Agreement*, naming Black Capital as client's attorney and agent in fact, granting Black Capital full authority to buy, sell, or otherwise effect investment transactions involving the assets in the client's name found in the discretionary account.

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

Item 17 Voting Client Securities

- A. Black Capital does not vote client proxies. Clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets.
- B. Clients will receive their proxies or other solicitations directly from their custodian. Clients may contact Black Capital to discuss any questions they may have with a particular solicitation.

Item 18 Financial Information

- A. Black Capital does not solicit fees of more than \$1,200 per client, six months or more in advance.
- B. Black Capital is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts.
- C. Black Capital has not been the subject of a bankruptcy petition.

Black Capital's Chief Compliance Officer, Taylor M. Black, remains available to address any questions that a client or prospective client may have regarding the above disclosures and arrangements.