

**Form ADV Part 2A**  
**IA Firm SEC File Number 801-66623**

**ANDREW HUNTER**  
ADVISERS

265 Franklin Street  
Suite 1605  
(617) 284-2500  
[www.ahadvisers.com](http://www.ahadvisers.com)

**February 12, 2024**

**This brochure provides information about the qualifications and business practices of Riverview Capital Advisers, LLC doing business as AndrewHunter Advisers. If you have any questions about the contents of this brochure, please contact us at 617-423-0080 or [compliance@riverviewcapital.com](mailto:compliance@riverviewcapital.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.**

**Riverview Capital Advisers, LLC is a registered investment adviser with the SEC. Registration with the SEC or any state securities authority does not imply a certain level of skill or training. Additional information about AndrewHunter Advisers also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

---

## AndrewHunter Advisers

---

### Item 2: Material Changes

Items 4 and 5 were updated to reflect the services we provide and how we bill for those services. AndrewHunter Advisers will provide you with a new Brochure at any time there are material changes or at your request.

## Item 3: Table of Contents

Item 1: Cover Sheet	Page 1
Item 2: Material Changes	Page 2
Item 3: Table of Contents	Page 3
Item 4: Advisory Business	Page 4
Item 5: Fees and Compensation	Page 6
Item 6: Performance-Based Fees and Side-By-Side Management	Page 9
Item 7: Types of Clients	Page 9
Item 8: Methods of Analysis, Investment Strategies and Risk of Loss	Page 11
Item 9: Disciplinary Information	Page 12
Item 10: Other Financial Industry Activities and Affiliations	Page 12
Item 11: Code of Ethics	Page 13
Item 12: Brokerage Practices	Page 14
Item 13: Review of Accounts	Page 15
Item 14: Client Referrals and Other Compensation	Page 15
Item 15: Custody	Page 16
Item 16: Investment Discretion	Page 16
Item 17: Voting Client Securities	Page 17
Item 18: Financial Information	Page 17

---

# AndrewHunter Advisers

---

## Item 4: Advisory Business

### (A) Introduction to AndrewHunter Advisers

AndrewHunter Advisers (hereinafter “AHA” or “AH Advisers”) was formed in 2019 as a “doing business as” (“DBA”) of Riverview Capital Advisers, LLC, a Massachusetts limited liability company formed in 2006 (hereinafter “RCA” or “Riverview”). Riverview is a federally registered investment adviser, providing various investment supervisory services to a variety of clients.<sup>1</sup> AndrewHunter is owned by Alan Arcadipane and Paula Pienkowska and principally managed by Paula Pienkowska.

### (B) Service Options

AHA provides Investment Management Services, Wealth Management, and Financial Planning Services as described below. After reviewing the particular services available, clients select the service option(s) that they determine will best meet their needs. Each advisory client must sign an Investment Advisory Agreement (“Advisory Agreement”) to reflect the choice(s) made and the manner in which AHA will be compensated for the service(s) selected.

#### I. INVESTMENT MANAGEMENT SERVICES

AHA provides Investment Management Services, which grant discretionary authority to AHA, for clients who choose this option to provide direct and indirect management as summarized below. Assets are managed in each individual client's account according to such client's stated goals and objectives, as set forth in the client's Investment Policy Statement, or as amended by the client from time to time. For client accounts utilizing this service, AHA has discretion to use individual stocks, mutual funds, exchange traded funds (“ETFs”), bonds, and the services of third-party portfolio manager(s) to meet each client's specific needs. Such third-party portfolio manager(s) may have discretion to handle the day-to-day investment management of the respective portion of client's account(s).

In providing Investment Management Services, AHA and AHA Investment Adviser Representative (“AHA Adviser”) will furnish supervisory and management services over client account(s) through analysis of client investment goals, needs, objectives, and restrictions, as identified by the client from time to time.

AHA provides direct management and security selection for each account for clients selecting this service and/or oversight of third-party portfolio manager(s), provider(s) and/or sub-advisor(s) selected to provide service(s) for client's account(s).

In the exercise of its discretion, AHA may place client account(s) in whole or in part with third party portfolio manager provider(s) and/or sub-advisor(s) who will manage assets on behalf of AHA. AHA will monitor the performance of such third-party portfolio manager(s) and charge

---

<sup>1</sup> Registration with any state or federal regulator does not imply a certain level of skill or training and does not imply any endorsement by a state or federal regulatory authority.

fees for its Investment Management Services.

With respect to the execution of any transactions involving assets in a client's account, a client authorizes AHA and AHA Adviser to issue brokers instructions to purchase, sell and to otherwise trade in or deal with any security in that account. Brokerage confirmations are forwarded by the broker promptly after execution of transactions.

## **II. WEALTH MANAGEMENT & FINANCIAL PLANNING SERVICES**

In addition to Investment Management Services, AHA offers Wealth Management and Financial Planning Services that generally include, but are not limited to, financial planning, retirement planning, tax planning and coordination with tax and accounting professionals, bookkeeping, estate and wealth transfer planning, charitable planning and administration, consultation on insurance needs, and family business continuity and succession planning.

AHA offers these services to individuals, families, trusts, and business entities. This is generally a combination of discretionary and non-discretionary services. As part of these services, AHA may provide cash flow, retirement, education and estate analysis, stock option planning, compensation and bonus analysis, real estate analysis, family consulting, and legacy planning to clients based upon their specific objectives.

These services may be provided independently or as part of comprehensive Investment Management solution. Bookkeeping services are billed separately by invoice at an agreed upon hourly rate, as stated in the Client's Investment Advisory Agreement. AHA does not provide legal and tax drafting and filing and tax form preparation. AHA encourages each client selecting this service option to seek the advice of an accountant, tax planner, attorney or other professional for any tax drafting, filing, or legal advice.

In general, AHA's Wealth Management and Financial Planning Services seek to identify client's short, intermediate, and multi-generational objectives, with consideration for each client's investment objectives for the short and long term, client's risk tolerance, client's assets and liabilities, and other information the client believes might be helpful or pertinent to AHA. The AHA Adviser takes the information supplied by the client and performs lengthy financial analysis to determine the components of the plan and the basis for the AHA Adviser's recommendations. Finally, the AHA Adviser provides the client with recommendations designed to meet the client's objectives, risk tolerance, and investment criteria.

## **IV. OTHER SERVICES**

From time to time, a client may approach AHA to perform services not specifically enumerated herein. AHA may undertake to accommodate clients by providing such services.

(C) Clients must provide accurate and complete information identifying client's investment objectives, risk tolerance and investment restrictions, if any, and other like information, as the intent is to tailor recommendations and strategies to address client-identified objectives and incorporated client-specified restrictions. It is client's responsibility directly or through their AHA Adviser to notify AHA if client wishes to change their previously identified investment

---

## AndrewHunter Advisers

---

objective(s) and/or strategy.

(D) AHA generally does not participate in wrap fee programs.

(E) As of December 31, 2023, Riverview has the following assets under management:

<u>Discretionary</u>	<u>Non-Discretionary</u>	<u>TOTAL</u>
<u>\$495,776,172</u>	<u>\$31,697,576</u>	<u>\$527,473,748</u>

In addition to the assets reported immediately above, as of December 31, 2023, RCA also had assets under advisement totaling approximately \$1,771,453,462. These are client assets that RCA oversees as part of the overall core investment management strategy but does not manage on a discretionary basis. The combined total of Regulatory Assets Under Management and Assets Under Advisement is approximately \$2,298,927,210.

At this time, AHA does not report separate assets under management or assets under advisory numbers.

### Item 5: Fees and Compensation

#### (A) **Compensation and Fee Schedule**

Generally, AHA is compensated for providing Investment Management Services based upon a percentage of assets under management, a flat fee, or an hourly rate. Occasionally Wealth Management services are payable by flat fee, billed quarterly, as negotiated with the client based on time and cost of implementation. Bookkeeping services are invoiced separately at an agreed upon rate separate from the Client's asset-based fees.

#### **I. INVESTMENT MANAGEMENT SERVICES COMPENSATION**

(a) **Percentage of Assets Based Compensation.** Clients choosing Investment Management Services will compensate AHA based on a percentage of the total value of their portfolio including, but not limited to, accounts where AHA is the listed Adviser, including accounts opened after the initial Investment Advisory Agreement, annuities consisting of no-load funds for which the AHA Adviser did not receive any commission upon purchase, 401(k) accounts, and 529 College Savings Plans as of the last business day of each calendar quarter. Generally, compensation due to AHA for its Investment Management Services is calculated by multiplying the portfolio value on the last business day of each calendar quarter, as adjusted, by one fourth (1/4) of the annual percentage set forth below. AHA management may in its discretion set a minimum account size for clients seeking Investment Management Services. Multiple accounts under the same client name, or accounts held by related persons may be billed in the aggregate, at the client's option.

---

## AndrewHunter Advisers

---

(b) Investment Management Fees Charged by AHA. The annual percentage fee due to AHA for its Investment Management Services applicable to new clients is as follows:

Total Portfolio Value	Percentage of Assets
Up to \$5,000,000	1.00%
\$5,000,000.01 to and above	As Agreed

(c) No Percentages Greater Than Those Stated. Certain clients may pay to AHA percentages of asset-based compensation that is less than that stated above, but in no instance are percentages greater than those stated above.

(d) Fluctuations in Total Portfolio Value. Subsequent fluctuations in the total value of a client's portfolio occasioned solely by market forces may result in adjustments to the annual percentage rates set forth above for clients paying AHA asset-based compensation. Subsequent increases in the total value of client's portfolio may entitle that client to lower the annual percentage rate to be paid. Alternatively, decreases in a portfolio value occasioned solely by market conditions will not automatically result in that client paying a higher percentage occasioned by the above-stated ranges.

(e) Possible Availability of Lower Percentages. Client may be able to obtain comparable services provided by and/or through others for lower percentages.

(f) Annuities. If a client selecting Investment Management Services described above has annuity product(s) with no-load funds (and for which no commissions were incurred upon purchase), the value of the applicable funds may be added to the client's portfolio upon which the asset-based fee will be charged.

(g) Fee for Service. Clients who elect Wealth Management and/or Financial Planning services as part of an Investment Management relationship may be billed per project in addition to the Percentage of Assets Based Compensation. Wealth Management and Financial Planning Services are described above and billed as agreed upon with the client in writing.

(h) Hourly Rate or Fixed Fee. As an alternative to the percentage of assets for Investment Management Services, certain Investment Management Service clients, may elect to compensate AHA for Investment Management Services via an hourly rate or fixed fee or as otherwise may be negotiated. No matter the form of compensation or amount of compensation agreed upon, compensation is due and payable upon receipt of a bill from AHA or by a direct withdrawal from a designated account(s).

(i) Variations. Clients may negotiate fees different from those stated above, as evidenced in writing signed by the client and AHA. The aggregate amount paid by clients may vary, and clients (given the differences between and among clients, their needs and their distinct objectives, and the possible varying complexities) may pay different rates and/or fees, which may result in different clients receiving the same services but pay different rates and/or fees.

### **II. WEALTH MANAGEMENT & FINANCIAL PLANNING SERVICES COMPENSATION**

(a) **Fee for Service.** Fees for Wealth Management and Financial Planning services are generally billed at a fixed fee or project-based rate starting at \$1,500 for basic financial planning. Fees are negotiable and based on complexity and scope of the plan, as well as financial situation and objectives. Clients who elect Investment Management Services, as described above, may pay a fee calculated based on assets under management as described above in addition to Wealth Management and Financial Planning fees.

(b) **Payment / Date.** Fixed fees are generally invoiced at the completion and delivery of the Wealth Management and/or Financial Planning services and due immediately. Fixed fees may be withdrawn directly from client accounts via the Custodian as agreed upon in the client's Investment Advisory Agreement.

(c) **Variations.** Clients may negotiate fees different from those stated above, as evidenced in writing signed by the client and AHA. The aggregate amount paid by clients may vary, and clients (given the differences between and among clients, their needs and their distinct objectives, and the possible varying complexities) may pay different rates and/or fees, which mean different clients, may receive the same services, but pay different rates and/or fees.

(d) **Hourly Rate.** In certain instances, Wealth Management and Financial Planning clients may elect to be billed at an ongoing hourly rate, depending upon the complexity of the services to be provided. The fees for these services are based on an hourly rate which may range from \$150 to \$500 per hour as agreed in writing by AHA and client. AHA advises clients in advance as to what the selected services will cost. These fees can be charged annually, quarterly, or as a one-time/as needed fee, as agreed upon by the client in writing.

**(B)** Clients enrolled in AHA's Investment Management Services authorize, in the AHA Investment Advisory Agreement, payment of AHA fees for Investment Management Services as well as third party portfolio manager(s) and/or sub-advisers to be deducted automatically from the Client's account with custodian. Fees and payment arrangements for sub-advisory services are negotiable and will vary on a case by case basis.

**(C)** In addition to the compensation paid to AHA under the above options, the Client may be responsible for one or more of the following costs, charges or expenses.

(a) **Management Fees Charged by Mutual Funds.** To the extent AHA or any third-party portfolio manager(s) or program(s) invests a client account in mutual funds and/or variable annuities, the client will bear their proportionate share of the internal management expenses of each mutual fund and/or variable annuities. All compensation paid to AHA or any third-party portfolio manager or program for services is separate and distinct from the fees and expenses charged by mutual funds and/or variable annuities for their respective services. These fees and expenses are described in each fund's prospectus and/or variable annuity brochure. These fees will generally include a management fee, administrative fee(s), other expenses, and a possible sales and/or distribution fee(s) (initial or deferred).



---

## AndrewHunter Advisers

---

(b) Transaction Charges/Custodian Fees. To the extent AHA recommendations are implemented on behalf of client, client may also pay a brokerage commission, ticket, transaction and/or other like charges. Clients should investigate fully the conditions under which transaction and commission charges are imposed and in what amounts. Clients electing asset-based compensation options do not pay brokerage commissions or sales charges, but clients may still be responsible for transaction and ticket charges.

(c) Other Expenses/Fees. A client may pay transaction fees for the purchase of securities and/or no-load variable annuities that the client may or may not pay if the client had purchased the security directly and/or through a broker-dealer (i.e., no-load mutual funds). There may be additional fees and charges (e.g., IRA, custodial fees) charged by clearing brokers. Client should review all of these charges, from time to time, with client's designated broker-dealer.

(D) For clients enrolled in AHA's Investment Management Services, the asset-based compensation described above is applied to the assets under management in an account at the end of a calendar quarter and fees are billed quarterly in advance. AHA asset-based compensation is calculated on the basis of the value of the account on the last business day of each calendar quarter. AHA compensation is payable and processed shortly within a reasonable time thereafter. Withdrawals and/or deposits from/to the portfolio assets, as the case may be, may lead to an adjustment of the advisory fee.

For Accounts that are opened or terminated within any given calendar quarter, AHA will charge the client asset-based compensation on a pro rata, per diem basis for the period of time during which the assets are managed by AHA. Additions to the portfolio (other than de minimis amounts) will be valued from the date added through to the earlier to occur of the date of withdrawal or the end of each calendar quarter. Client may reimburse the portfolio for asset-based compensation charged and paid to AHA.

Liquidation of Portfolio to Fund Payment of Management Fees. There may be instances when investments have to be liquidated or certain shares redeemed in order to generate sufficient cash to cover compensation due AHA. Pursuant to the Investment Advisory Agreement and/or agreements with the broker-dealer(s) and/or custodian(s) of the Account, client authorizes AHA to effect liquidations as its compensation becomes due. If and when such liquidation or redemption becomes necessary, client is responsible for any attendant transaction costs including service fees.

(E) Bookkeeping. Certain Wealth Management & Financial Planning Clients may elect to have bookkeeping services done on their behalf. Bookkeeping services are charged an hourly rate, generally starting at \$80, as outlined on the Client's Investment Advisory Agreement. Bookkeeping services are billed by invoice as agreed upon by the AHA Adviser and Client. Bookkeeping fees are separate and in addition to Investment Management, Family Office, and Business Advisory fees as described above. Fees and payment arrangements for bookkeeping services are negotiable and will vary on a case by case basis.

(F) Neither AHA nor its Advisers accept additional compensation beyond the compensation

described above from the sale of securities or other investment products, including asset-based sales charges or services fees from the sale of mutual funds.

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

AHA does not charge or accept performance-based fees, nor does AHA or its Advisers engage in side-by-side management of client accounts.

### Item 7: Types of Clients

#### **(A) Types of Clients**

AHA may provide the above-described services to various types of clients, including individuals, families, profit-sharing plans, charitable foundations, corporations and other business entities, estates, and trusts.

#### **(B) Conditions for Managing Accounts**

All account applications are reviewed prior to acceptance. These decisions are generally based upon factors, which may include, but are not limited to, a client's legal capacity, reputation, account size, account contents, client needs and objectives, the adequacy of the fee for the time involved in providing the services sought, the scope of the client expectations and personality profile. Minimum account size is determined at the discretion of AHA and may be amended from time to time.

#### **(C) Investment Advisory Agreement**

Clients selecting advisory services sign an Investment Advisory Agreement with AHA. Such Agreement provides:

A. Termination. Client has the absolute right to terminate the Investment Advisory Agreement in its entirety, exercisable at client's sole option and without penalty or AHA charge, by notice to AHA within five business days from the date of client's signing the Investment Advisory Agreement. Further, AHA or client may terminate that Agreement at any time by providing notice of such election to the other party, and termination will become effective upon receipt of such written notice. The Investment Advisory Agreement will terminate automatically upon the receipt by AHA of legal notice of the death of the client, together with notice of termination by legal representative of deceased. Upon the effective date of termination, the Adviser shall cease to have any responsibility or liability with respect to any client asset or account. All fees and expenses due to the Adviser through the close of business on the effective date of termination shall be immediately due and payable and the Adviser shall have the authority to debit any Account to recover such amounts due. To the extent any advisory fees are prepaid and no advisory services are rendered, such fees are refundable in full (or, as the case may be, in proportion to the amount of unused services) upon Client's cancellation of the Investment Advisory Agreement. Client is not entitled to refunds of commissions and other like charges paid in connection with the execution of securities transactions.

B. Dispute Resolution/Arbitration. To the fullest extent permitted by law, any controversy arising out of or relating to client and its transactions with AHA and the Investment Advisory Agreement, or breach thereof, shall be settled by arbitration, in accordance with the rules then in effect of the Financial Industry Regulatory Authority ("FINRA") or any successor or similar arbitration organization authorized under the Agreement or applicable laws to hear the dispute. Judgment upon any award rendered by the arbitrators is final and binding and may be entered in any court having jurisdiction thereof.

The agreement to arbitrate may not be deemed enforceable under federal and/or state securities laws. To the extent the arbitration agreement is deemed enforceable, it shall not constitute a waiver of any of client's rights, to the extent such rights are deemed unwaivable under federal and/or state securities laws, including the right to choose the forum, whether arbitration or adjudication, in which to seek resolution of disputes.

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

#### (A) **Methods of Analysis**

AHA utilizes an investment approach best suited for each client's stated investment objectives and goals. When appropriate, AHA will utilize a strategic asset allocation; asset classes are identified and weighted by valuation and risk. Strategies may be developed for long term appreciation or for income and growth with varying levels of risk. Individual securities, bonds, exchange traded securities ("ETFs") and mutual funds are utilized within the strategic asset allocation model as part of the strategy.

AHA and AHA Advisers use a combination of internal and external sources to analyze securities. Principal weighting is placed on fundamental analysis which generally includes reviewing information sources to determine current value and catalysts that may create potential change in value. AHA and AHA Advisers may use sources such as, but not limited to, independent research, company prepared reports, securities analysts' reports, government filings, industry experts and vendors.

AHA and AHA Advisers may use a combination of internal and external sources to analyze mutual funds or sub-advisors for client portfolios. Each fund's investment team is evaluated considering philosophy, processes, team experience and performance histories are amongst the criteria analyzed. Overall risk characteristics, changes in holdings and historical performance of the investment team are also analyzed.

Although the investment strategies are generally developed within a time-frame of at minimum eighteen to twenty-four months, at times securities positions may be partially or fully liquidated. Developments in client needs and objectives, specific business issues or economic events are amongst the potential occurrences that may result in sales sooner than anticipated. Generally, AHA and sub-advisers are principally long-term investors. For specific client situations and at the client's authorization, AHA or sub-advisor may utilize, short sales, margin transactions or covered option writing.

#### (B) **Material Risks**

All methods noted above rely on the assumption that the investments that AHA may recommend for purchase or sale, the rating agencies that review various investments and other publicly available sources of information about these investments, are providing accurate and unbiased data. While AHA is alert to indications that data may be incorrect, there is always a risk that the analysis may be compromised by inaccurate or misleading information.

Frequent trading, when done, can affect investment performance, particularly through increased brokerage and other transaction costs and taxes. Short sales and options writing generally hold greater risk and clients should be aware that there is a chance of material risk of loss using any of those strategies.

**Past performance is not a guarantee of future returns. Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.**

**(C) Types of Investments**

AHA provides investment advice on, but not limited to, the following types of securities: municipal securities, certificates of deposit, commercial paper, over-the-counter securities, individual stocks, index shares and mutual funds. Annuities and insurance products are offered through licensed professionals, some of whom may also be AHA Advisers, or through other non-affiliated professionals.

AHA may also offer advice from time to time on real estate interests, oil and gas interests, partnership interests, sub-advised private equity interests and hedge fund strategies.

### **Item 9: Disciplinary Information**

AHA and AHA Advisers have no disciplinary events to report.

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

**(A) Broker-Dealer.** AHA is not a broker-dealer and AHA Advisers are not registered representatives of any broker-dealer. AHA may have networking arrangements with broker-dealers, from time to time. AHA is able to work with any major brokerage firm, as may be selected by the client. Presently, AHA recommends the use of Charles Schwab & Co, Inc. and TD Ameritrade to execute securities trades in clients' accounts. Clients using Charles Schwab & Co., TD Ameritrade and/or such other client-designated broker-dealer must issue brokers instructions pursuant to which AHA may forward, on behalf of the client, trade instructions.

**(B)** Neither AHA nor any of its Advisers are licensed or applying for license as a futures commission merchant, commodity pool operator, commodity trading adviser or an associated person of such entities.

**(C) Insurance Company or Agency.** AHA is not an insurance company or agency; however AHA Advisers may be licensed to sell investment/insurance products, annuities or related insurance services. AHA may have arrangements with insurance producers, companies or agencies, to provide various insurance products recommended to AHA clients, including life and

disability insurance and annuity products.

AHA does not sell products or services other than Investment Management Services and Wealth Management & Financial Planning Services. However, AHA Advisers may sell investment / insurance products, annuities or services as part of the investment advisory relationship. AHA is not a broker-dealer or custodian.

AHA will coordinate vendor services and consult with other companies. AHA may receive compensation from a vendor or a corporate client for corporate benefit services including deferred compensation, qualified retirement plans and other company benefits.

From time to time, certain high-net worth clients may invest in real estate or limited partnerships/limited liabilities companies investing in real estate and other private investments that are separately organized entities and may be owned in whole or in part by the principal of RCA, Alan L. Arcadipane and his affiliates R.T. Hawk, LLC, Hawk Properties, LLC, and/or YellowFin Group LLC. The entities are otherwise unaffiliated with AHA, and clients generally acknowledge such in writing.

### Item 11: Code of Ethics

**(A)** AHA has adopted Riverview's Code of Ethics ("Code") which is provided to all AHA Advisers and provides guidance on certain issues to assist AHA's employees in conducting themselves consistent with ethical principles and in compliance with their regulatory responsibilities. The Code challenges all of AHA's staff members to live up to the law and to conduct themselves with honesty and integrity and in compliance with all rules, laws and regulations of state and federal agencies that regulate AHA. RCA's Code further contains provisions preventing employees from misuse of client's holdings, transactions and other confidential information.

RCA's Code of Ethics shall be made available to clients and prospective clients, at no charge, upon their request directed to:

Riverview Capital Advisers, LLC  
265 Franklin Street  
Suite 1605  
Boston, MA 02110  
Telephone: (617) 423-0080

**(B)** AHA has adopted Guidelines for Personal Transactions and Prevention of Misuse of Material Non-Public Information ("Transaction Guidelines"), in addition to the Code of Ethics, which impose restrictions and reporting requirements on its officers, directors and employees when effecting transactions for themselves or their accounts in securities recommended to clients and cautions against misuse of material non-public information. Generally, AHA reviews all Access Persons' accounts, monthly transaction reports and annual holding reports, all of which are required to be provided under the RCA Code of Ethics and Transaction Guidelines.

(C) During the normal course of business, AHA's Access Persons and related persons may also be clients of AHA and, therefore, may purchase and sell securities that may also be recommended by AHA to clients or contemplated for investment by the firm's portfolio managers. It is generally the policy of AHA not to favor any one client over another in making advisory recommendations, subject to the suitability of those recommendations to an individual client and the specified investment objectives of a client. AHA Personnel are not prohibited from owning securities purchased by AHA, RCA, or sub-advisory relationships. AHA has adopted Transaction Guidelines and Code of Ethics related to such purchases/sales by AHA Personnel and Personnel's Related Persons, as described above. AHA requires its employees wishing to buy or sell any publicly-traded security, other than mutual funds and other accepted securities within the Code of Ethics and Transaction Guidelines, to either follow the "last in" and "last out" rule for the trading day when the trade occurs in close proximity to the client trade, wait until at least one business day after the client has established his position or declined to act before purchasing or selling the security for their account, or trade at a price not better than that obtained by the client (incidental trading which is minimal in relation to the total outstanding value, and as such would have a negligible effect on the market price are, typically, not subject to the foregoing restriction).

### Item 12: Brokerage Practices

#### (A) **Investment Brokerage Discretion**

Generally, AHA has discretionary authority to select securities purchased and sold by a client's account, including the quantity and price as well as the use of third-party portfolio manager(s), and sub-advisors. The client, under the Investment Advisory Agreement, authorizes AHA to issue broker instructions to the client's broker-dealer.

AHA is not a broker-dealer and AHA Advisers are not registered representatives of any broker-dealer. AHA may have networking arrangements with broker-dealers, from time to time. AHA is able to work with any major brokerage firm, as may be selected by the client.

AHA may consider the full range and quality of a broker-dealer's services for client's accounts. If client does not have a strong preference for a particular broker-dealer, generally, AHA recommends brokers, presently Charles Schwab & Co., Inc. and TD Ameritrade, and qualified custodians based upon its judgment as to services provided by same. AHA may consider, performance evaluation software, reporting tools, and other types of products and services in selecting broker dealer to recommend to clients. AHA will consider the following factors in this determination: price, execution, service and reliability. Clients using Charles Schwab & Co., TD Ameritrade, and/or designated broker-dealer must issue brokers instructions so that AHA may forward, on behalf of Client, trade instructions.

AHA may, from time to time, receive research or other products in connection with its Advisory business from a broker-dealer. However, AHA does not compensate any broker-dealer nor does AHA participate in any soft dollar arrangements in exchange for such services.

For the brokerage firms recommended, AHA periodically reviews custodian fees, brokerage commissions and qualification compared to the value added. AHA shall bring attention to

---

## AndrewHunter Advisers

---

factors including but not limited to block trades, access to market supply, timely execution and the accuracy of research, portfolio accounting and client reports. These reviews, evaluations, research products and services are generally used for most, but not all, client accounts.

Advisory recommendations and/or strategies may or may not vary among clients, notwithstanding similar investment objectives, risk tolerances and/or other factors. No assurance can be given about the ultimate results or success of any investment or insurance recommendation or strategy. The client is encouraged to review all investment-related topics, together with AHA's recommendations, with counsel.

**(B) Aggregation of client orders**

AHA will aggregate or “block” trades where possible and when advantageous to clients. This blocking of trades permits the trading of aggregate blocks of securities composed of assets from multiple client accounts, so long as any transaction costs incurred from the trade are shared equally and on a pro-rated basis between all accounts included in any such block. These transaction costs do not include any commission charged by the Broker-Dealer. Block trading may allow AHA to execute equity trades in a timelier, more equitable manner, and at an average share price. AHA will typically aggregate trades among clients whose accounts can be traded at a given broker, and generally will rotate or vary the order of brokers through which we place trades for clients on any particular day. If AHA is unable to aggregate trades due to the fact that client accounts are on different platforms, AHA will seek to execute the trades in a manner so that one platform is not favored over another.

### Item 13: Review of Accounts

**(A)** Accounts are reviewed periodically. Account asset allocations and portfolio holdings are viewed through portfolio software and accounting systems. Accounts may be altered through asset allocation of holdings.

**(B)** The account review process may be triggered by changing developments with respect to client needs, investment strategies, suitability, business climate and specific holdings. Clients will receive account appraisals for investment management accounts periodically throughout the year, as need for meetings or requested, and no less than annually.

**(C)** Qualified custodians utilized by AHA will provide reports detailing the holdings in electric format or in paper no less than quarterly, as determined by the client's request. Clients may also request trade confirmations in paper or electronically from the qualified custodian. No less than annually and as needed, AHA and AHA Advisers will speak directly with clients in person or through other medium to review client needs, investment policy statement, strategy, and portfolio holdings. Generally, wealth management and financial planning clients will not receive regular reports unless requested by the client.

### Item 14: Client Referrals and Other Compensation

Additional Compensation. In general, it is the policy of AHA not to pay referral fees to

---

## AndrewHunter Advisers

---

independent persons or firms (“Solicitors”) for introducing clients to AHA. However, it is possible that in the future AHA may enter into a referral arrangement after updating this Brochure in accordance with Rule 206(4)-3.

### Item 15: Custody

Neither AHA nor AHA Advisers are authorized to take physical custody of a client's assets, securities, cash (other than financial planning fees, wealth management fees, family office fees, bookkeeping fees, or business advisory fees) or other property. All clients' securities and property should be forwarded directly to the client or their designated qualified custodian and/or as required by any third-party program(s) used to service client account(s), as the case may be.

### Item 16: Investment Discretion

AHA offers clients Investment Management Services under which clients authorize and grant AHA discretionary authority over their accounts. For clients who do not grant AHA with discretionary authority over their account(s), AHA will make recommendations to the client for the client's approval, rejection, revision or modification. For clients who grant discretionary authority to AHA, assets are managed in each individual client's account according to such client's stated goals and objectives and any reasonable restrictions placed on the account by the client, as set forth in the client's Investment Advisory Agreement, or as amended by the client from time to time. For clients enrolled in Investment Management Services, AHA may have discretion to handle the day-to-day investment management of the client account(s).

Pursuant to the Investment Advisory Agreement, clients grant AHA the authority to manage the assets in their accounts on a fully discretionary basis. The grant of discretionary authority to AHA includes, but is not limited to the authority:

- (i) to take any and all actions on the clients' behalf that AHA determines to be customary or appropriate for a discretionary investment adviser to perform, including the authority to buy, sell, select, remove and replace securities and investments for the account, and to determine the portion of assets in the account to be allocated to each investment or asset class and to change such allocations;
- (ii) to designate the broker-dealers or others with which transactions for the account will be effected (See Item 12 above);
- (iii) to retain and replace, or not, any person providing investment advice, securities recommendations or other services to AHA, as deemed appropriate by AHA, from time to time; and
- (iv) with regard to Advisory Agreement, to retain and replace any investment adviser representative providing services on behalf of AHA, as deemed appropriate by AHA.

AHA is authorized by clients to exercise discretionary authority over Investment Advisory Services client accounts pursuant to a grant of discretionary authority from clients in the Investment Advisory Agreement and may exercise discretion to determine which securities



---

## AndrewHunter Advisers

---

are to be purchased or sold in a client's account, the amount of securities to be purchased or sold, whether the securities are to be purchased or sold, which broker-dealer or other account custodian(s) are to be engaged by clients, or the commission rates/sales charges to be paid by clients.

AHA's exercise of discretionary authority over accounts shall be managed on the basis of that client's identified financial situation and investment objectives and consistent with any reasonable restrictions imposed by the client, as shall be provided by clients to AHA from time to time.

Clients, under the Investment Advisory Agreement, authorize AHA to issue broker instructions to the client's broker-dealer. If a third-party program is selected, client account(s) may be subject to such applicable program's disclosure statement(s).

Wealth Management and Financial Planning clients generally contain discretionary assets in addition to non-discretionary or "assets under advisory," which AHA includes in the Client's comprehensive planning.

### Item 17: Voting Client Securities

AHA does not vote client proxies. Therefore, although AHA may provide investment advisory services relative to client investment assets, AHA's 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. AHA and/or the client shall correspondingly instruct each custodian of the assets to forward to the client copies of all proxies and shareholder communications relating to the client's investment assets.

### Item 18: Financial Information

#### **(A) Balance Sheet**

AHA does not require nor solicit prepayment of more than \$1,200 in fees per client, six months or more in advance, and therefore does not need to include a balance sheet with this brochure.

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

Neither AHA nor its management has any financial conditions that AHA believes may be likely to reasonably impair our ability to meet contractual commitments to clients.

#### **(C) Bankruptcy Petitions in Previous Ten Years**

AHA has not been the subject of a bankruptcy petition in the last ten years.