

## **SEC Form ADV Part 2A**

### **Covenant Financial Services, LLC dba Covenant Global Investors”**

210 Park Avenue, Suite #3000

Oklahoma City, OK 73102

405-848-6999

405-848-6953

[www.covenantinvestors.com](http://www.covenantinvestors.com)

This brochure provides information about the qualification and business practices of Covenant Financial Services, LLC (Covenant+). If you have any questions about the contents of this brochure, please contact us at 405-848-6999 or by email at [steve.hartman@covenantinvestors.com](mailto:steve.hartman@covenantinvestors.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC+), or by any state securities authority.

Additional information about Covenant Financial Services, LLC dba Covenant Global Investors is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

8/10/2012

# Material Changes

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## Annual Update

The last annual update was done on 3/27/12.

## Material Changes since the Last Update

The only Material Changes to this ADV 2A since the last update is that our office has moved and the new address is on the Cover Page. Additionally, we have added RiverRock Securities LLC as an additional Third Party marketer on all Covenant Funds except Covenant Opportunity Capital Fund LP. We have also updated the Types of Clients & Types of Advisory Services section to include NS Capital, also a Registered Investment Adviser, as a type of Client for which we provide advisory services.

## Full Brochure Availability

The Firm Brochure for Covenant is available by contacting [steve.hartman@covenantinvestors.com](mailto:steve.hartman@covenantinvestors.com).

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# Advisory Business

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## Firm Description

Covenant was founded in 1984 by Scott Duncan as a financial planning firm offering passive investment management services. Over time Covenant grew and evolved to where their primary service is active investment management for individuals and entities. Financial planning and private client services are still provided. Investment decisions are based on the client's needs, investment objectives, financial and tax status, and their risk tolerance among other factors.

## Principal Owners

Covenant is owned by Steve Shafer, Chief Executive Officer and Chief Investment Officer and Steve Hartman, Chief Operating Officer and Chief Compliance Officer.

## Types of Advisory Services

Covenant offers Investment Management, Financial Planning, and Private Client Services.

### **Investment Management**

Covenant offers investment management services to individuals and entities on a discretionary basis. In a few limited circumstances Covenant advises on non-discretionary accounts. Investment decisions are based on the client's needs, investment objectives, financial and tax status, and their risk tolerance among other factors. Clients maintaining separate accounts may impose restrictions on investing in certain securities or types of securities.

Currently Covenant also acts as a Sub-Adviser on a portion of the assets under management by NS Capital, also a Registered Investment Adviser.

In addition to managing separate accounts, Covenant also serves as a general partner and/or investment adviser to six 3(c)1 hedge funds including:

- Covenant Global Alpha Fund, LP (previously CFS Aggressive Strategy Fund, LP)
- Covenant Global Alpha Fund, LTD (previously Covenant Aggressive Strategy Fund, LP)
- Covenant Total Return Fund, L.P (previously CFS Total Return Fund, LP)
- Covenant Total Return Fund, LTD
- Covenant Income Appreciation Fund, LP
- Covenant Opportunity Capital Fund, LP (previously CFS Opportunity Capital Fund, LP)

Individually or collectively these are referred to as the Funds.+ The Funds invest in domestic and foreign common and preferred equities, fixed income securities, currencies, commodities, partnership interests, equity options and private transactions. The Funds are managed on a

discretionary basis and a majority of Covenant's clients are invested in them.

Investments in the Funds are generally limited to natural persons whose individual or joint net worth with a spouse exceeds \$1 million (excluding their primary residence at the time of the purchase); or whose income exceeded \$200,000 in each of the two most recent years or joint income with a spouse exceeded \$300,000 for those years and a reasonable expectation of the same income level in the current year.

Covenant does not maintain physical possession of the Funds or securities of the Funds. Covenant enters into Custodial Agreements with various qualified custodians. Pursuant to each such Custodial Agreement, Covenant is restricted from making payments from any account maintained by the custodian on behalf of the Funds unless certain requirements are met. Covenant acknowledges and agrees in writing to the terms of each Custodial Agreement.

In addition, the Funds are funds are audited by a PCAOB registered and inspected independent CPA firm and audited financial statements are provided to investors within 120 days of fiscal year-end. Statements are typically prepared in accordance with generally accepted accounting principles and distributed to all Investors, other beneficial owners, or their independent representatives.

### **Financial Planning**

Covenant also offers financial planning services. Working with the client, Covenant gathers information about the client's financial circumstances and objectives, their financial and tax status, and their risk tolerance among other factors. Covenant also analyzes their assets and liabilities, current cash flow, insurance, and investment portfolio. Once all the information is assembled, Covenant then provides a written analysis and a plan of recommended action. This plan includes, but is not be limited to, the holding or sale of securities and other assets, projected cash flow, projected tax consequences, retirement planning, estate planning, education funding, and insurance. Covenant makes recommendations on the basis of the data provided by the client and includes considerations of the client's stated personal, financial, and investment objectives.

Once there is agreement on a financial plan, Covenant continues to update and analyze the client's financial situation according to a schedule that appropriately addresses circumstances, usually on a quarterly basis, for the term of the agreement. Ongoing evaluation includes all key areas as outlined in the client agreement, additional issues as needed and updating recommendations.

In a situation where a need arises for asset allocation services for external pension, profit sharing, 401(k) and 403(b) plan assets; a different approach is taken. As part of a financial planning analysis and engagement, Covenant assists the client in determining investment goals and objectives, risk tolerance, and retirement plan time horizons. Covenant then recommends an initial asset allocation and offers to review this periodically.

### **Private Client Services**

Private Client Services are customized services for clients that includes, but is not limited to,

property & casualty insurance, life/ health/ disability/ long term care insurance, tax information & review, major estate plan revisions, trust administration, communications management/ file organization, cash management, and special projects.

## Tailored Relationships

Covenant can and often does tailor the services we provide our clients . particularly those involving financial planning and private client services. However, investment management clients typically are only tailored through risk analysis measures to determine which fund or funds is/are most appropriate.

## Wrap Fee Programs

Covenant does not use %Wrap Fee Programs.+

## Client Assets

Covenant's Discretionary AUM as of 2/1/2012 was \$321,843,341.

Covenant's Non-Discretionary AUM as of 2/1/2012 was \$3,940,000.

# Fees and Compensation

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## Description

### Investment Management

Investment management advisory fees are payable quarterly, in advance, are due on the first day of the calendar quarter, and are based on the account's asset value at the beginning of each calendar quarter. The fees are deducted from client's assets. Fees are prorated for accounts opened during the quarter.

New Investor Fee Schedule for those opening a new account with Covenant on/or after 1/1/2012 is as follows:

<u>Assets</u>	<u>Advisor Fee<sup>1</sup></u>
All assets held in any Covenant Fund:	Flat 1.50% of assets under management
<u>All assets held in:</u>	
Covenant Global Alpha Fund, LP	In addition to above 1.50% flat fee there will be a 20% Special Profit Allocation or Performance Fee at the end of the Fiscal Year which will accrue on a monthly basis.
Covenant Global Alpha Fund, Ltd.	



A Legacy Investor which established an account with Covenant prior to 1/1/12, Covenant's blended fee schedule shall be as follows:

<u>Value of Client Account</u>	<u>Advisor Fees<sup>1</sup></u>
Assets up to the first \$2,000,000	1.50% of assets under management
Assets of \$2,000,001 to \$5,000,000	1.25% of assets under management
Assets over \$5,000,000	1.00% of assets under management
All assets invested in the Covenant Opportunity Capital Fund, L.P.	1.25% of assets under management (1.25% flat fee for assets invested in Covenant Opportunity Capital Fund, L.P.)

<sup>1</sup>The fee schedule is negotiable between Covenant and the client. Covenant reserves the right to amend fees (up or down) as individual situations warrant or under unusual/ special circumstances.

Advisor Fee will never be less than .5% (one half of 1%) for the first \$1,000,000 or more than 2%.

Once engaged, the contract can be terminated within five business days, without penalty.

Clients receive a pro-rated refund of any unearned fees.

#### Liquidity Provisions for a New Investor:

The Capital Account withdrawal rights are different for New Investors vs. Legacy Investors as outlined below.

New Investors generally are persons who invest in the pooled funds after 1/1/2012 that are not Legacy Investors.

There are substantial restrictions on transferring Interests, and no market for Interests exists or is expected to develop. A New Investor's Opening Balance is its Capital Account Balance as of the first day of the applicable Fiscal Quarter, after deducting the Management Fee charged on that date and any Special Profit Allocation that has accrued but not yet been charged. New Investors, like Legacy Investors, may withdraw part of their Capital Account balances monthly with at least 10 Business Days notice, however, it will take at least four consecutive quarters for a New Investor to fully withdraw their Capital Account balance as described in the fund documents.

#### Liquidity Provisions for a Legacy Investor:

Legacy Investors generally are those investors invested in the pooled funds or any Other

Account with Covenant prior to 1/1/2012 including certain of their family members.

The Partnership offers Legacy Investors substantially greater liquidity than New Investors. A Legacy Investor generally may with at least 10 Business Days notice, withdraw all or part of its Capital Account balance as of the last day of any month.

### **Financial Planning**

A Client's financial planning fees are determined on the basis of the complexity of the issues involved and the anticipated amount of work required preparing the financial plan. It is a fixed fee and most generally ranges from \$4,000 - \$10,000. Half of the fee is payable upon, or immediately after, the execution of the Client Agreement with the remainder due upon client's receipt of the financial plan.

The Client Service Agreement's terms outline the client's relationship with Covenant. The initial financial planning phase, for which a full fee is charged, is one (1) year. Renewal, and the resulting renewal fee, commences at the beginning of the quarter closest to the end of the first year.

Covenant's current practice is to renew this agreement at the end of one year for a fee to be negotiated at that time. Covenant reserves the right to review each individual situation and set a renewal fee based upon then-current circumstances. One-fourth of this fee is billed quarterly, in advance.

It is understood that either party may terminate the engagement at any time with 30 days prior written notice. At such point, all work in progress will be immediately halted, and copies of all documents returned to the client upon receipt of a written request and at client's expense. If a termination notice is provided to Covenant within five (5) business days of the client's initial acceptance, a full refund will be made.

Thereafter, fees will be refunded as follows:

- After deducting appropriate amounts for any time Covenant has already devoted to the plan during the first year of the contract or,
- Following the first contract year, a full refund of the quarter's fee may be obtained if a written request for refund is received within five (5) business days of the beginning of the quarterly billing period in question.

### **Private Client Services**

Fees for Private Client Services are determined on the basis of the complexity of the issues involved and the anticipated amount of work required to successfully executing the client's scope of work. In negotiating the fee, consideration is given on whether the client receives financial planning services and/or investment management services. The fee is a fixed fee, payable quarterly in advance, and generally ranges from \$2,000 to \$20,000 per year.

## Other Fees

Covenant, or an associated person of Covenant, as a part of Covenant's financial planning services, may receive normal commissions from the sale of life and health insurance products. Covenant has no other fees other than those previously noted above.

## Fees Paid in Advance

All fees are paid quarterly in advance with the exception of the initial financial plan (year one) which is paid half upon initiation and half upon completion.

## Additional Compensation

All compensation for Covenant is derived from the previously noted fees.

# Performance-Based Fees & Side-by-Side Management

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## Sharing of Capital Gains or Capital Appreciation

The complete fee for investment management services is a flat 1.5% of AUM for New Investors and a blended fee as noted above for Legacy Investors. New Investors investing in the Covenant Global Alpha Fund, LP or Covenant Global Alpha Fund, Ltd. will be subject to a 20% Special Profit Allocation/Performance Fee as outlined in Fees & Compensation.

# Types of Clients

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## Description

Covenant's current clients include individuals, families, pension funds, charitable organizations, corporations and pooled investment vehicles. We also act as a Sub-Advisor to NS Capital, also a Registered Investment Adviser. We currently market our services to family offices, fund-of-funds, foundations, and other institutional clients. For our individual clients, while there is no hard minimum we do target accredited investors.

# Methods of Analysis, Investment Strategies and Risk of Loss

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## Methods of Analysis

Covenant's investment process begins with the formation of a global macro outlook; a syntheses of the cyclical view and secular view into what it sees as the dominant influences over global markets. The cyclical view focuses on the global business cycle, its trajectory and rate of change, and its linkages to investment markets over a one-year horizon while the secular

view reflects detailed analysis of the economic, political, and social forces influencing the structural underpinnings and operational dynamics of global economies and markets over a one-year to three-year time horizon.

Using this top-down, fundamental, macroeconomic research approach to identify investment opportunities, Covenant frequently employs a combination of asset allocation, risk budgeting, stress-testing and scenario analysis, and diversification techniques and parameters to establish investment positions. Periodically Covenant may invest in relatively illiquid asset classes to structure the various investment exposures it seeks in an effort to adequately address identified opportunities and risks.

Covenant consults multiple sources of research and produces proprietary research. It relies on a broad range of analysis to identify investment opportunities and risks. These include top-down and bottom-up estimates of the intrinsic value of various asset classes and securities using discounted present value calculations, relative value estimations derived from comparisons with other similar and dissimilar securities and asset classes, and valuations set via transactions executed by other investors in similar securities or asset classes. Covenant also considers expected interest rate, inflation, economic growth, unemployment, earnings, currency, commodity price, geo-political, public policy, and global trade factors in analyzing the intrinsic value of markets, securities, asset classes, and various kinds of structured transactions.

Covenant consults specialists in financial planning, variable annuities, mutual funds, and we speak with due diligence professionals that review the products of other issuers. Covenant employs various forms of technical analysis to determine the potential trading and price behavior of market segments in an effort to formulate views about the potential beginning, maturity, or end of trading trends. Trend analysis and other technical and statistical analysis tools to determine potential entry and exit points for portfolio positions is also used.

Covenant also may use technical analysis to identify potential short-term trading opportunities or risks as market volatility increases or decreases. Additionally, it may use various option strategies, periodic short sales or varying degrees of leverage to exploit perceived opportunities or to protect the portfolio against perceived risks.

## **Investment Strategies**

Covenant is a multi-strategy, multi-asset manager that strives to protect capital and generate targeted rates of return. As the general partner and/or investment adviser for the Funds and separate accounts, Covenant invests in and trades a variety of securities, investment structures, and asset types. Its investment positions are frequently traded publicly in both U.S. and non-U.S. investment markets but also may include privately-structured transactions with varying degrees of liquidity.

Covenant may invest in preferred stocks, convertible securities, warrants, rights, options (including covered and uncovered puts and calls and over-the-counter options), swaps and other derivative instruments, bonds and other fixed and floating-rate securities, non-U.S. securities, currencies, futures, options on futures, and money market instruments. Covenant may also engage in short selling, margin trading, hedging, and multiple other potential

investment strategies.

While Covenant expects to invest the Funds' or separate account clients' assets principally in equity and debt securities, it also expects to invest their assets in securities representing direct or derived interests in commodities, hard assets and natural resources, including precious and industrial metals, energy sources, electricity, bio-fuels, agricultural products at various stages of production and processing, environmental products, petrochemicals and plastics and collectibles including jewelry, diamonds and other precious stones and gems.

Covenant also may invest directly in various forms of real estate, including undeveloped land, mineral interests, commercial buildings, industrial facilities, retail properties, and vacation or multi-family structures. Additional investments might also include private transactions and private securities representing majority or minority interests in ongoing businesses.

Covenant seeks to generate long-term returns for its investors and clients, seeking generally to meet performance goals over 1 to 3 years at a minimum and 5 years at a maximum. Covenant encourages prospective investors to view their investments as long-term in nature.

Covenant pro-actively evaluates portfolio positions daily, weekly and monthly depending on each position's intended purpose and representation within the aggregate portfolio. During these reviews, positions may be accumulated, liquidated or re-balanced depending on changing risk, return and competing opportunity factors. Covenant's review, re-balancing and portfolio maintenance discipline is intended to gauge and subsequently manage the potential impact that changes in the value of various positions might have on aggregate Fund performance.

While each of the Covenant Funds strives to achieve a targeted rate of return, their performance is also measured against a market benchmark. A benchmark is a standard against which the performance of an investment or investment adviser is measured. Generally, broad market and market-segment securities indexes are used for this purpose. When evaluating the performance of any investment, ideally, it would be important to compare it against an appropriate benchmark. Because of the construction of each of the Funds' portfolios, there is not a market benchmark that is directly comparable to their performance. However, Covenant has assigned a relative market benchmark based on the funds risk parameters.

## **Risk of Loss**

As with any market dependent investment, there can be no guarantee that a client's account(s) and investments will achieve their objective. Prices fluctuate, and client account(s) may lose money despite the active management efforts of Covenant's portfolio managers. Active management intends to reduce the risks of exposure to the markets without compromising the returns, but there can be no assurance that this will prove the case and there may be some possibility that the opposite ensues and returns fall while risks rise. The investment advisers' judgments about the attractiveness, value or potential appreciation of investments may prove to be incorrect, and the strategies employed could underperform similarly available alternatives. Covenant's past performance is no guarantee of future results.

While Covenant's investment strategy focuses principally on investing in equity and debt securities, it periodically invests in additional asset classes that are more illiquid. This means

that when investors elect to make withdrawals, there is the risk that Covenant will be unable to sell these assets at a favorable price and/or in a timely manner to fund the withdrawals. All clients, upon 10 days written notice to Covenant, have liquidity opportunities based on whether they fall into the category of a Legacy Investor or a New Investor. These liquidity provisions are outlined in the prior section titled "Fees and Compensation" and fully described in the fund documents. There are certain restrictions, which may or may not be waived by the general partner and/or investment adviser (Covenant), which may include, but are not limited to, minimum withdrawal amounts and the right for Covenant to withhold up to five percent (5%) of the account value until the fund's audit is complete.

## Disciplinary Information

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### Legal and Disciplinary

None

### Criminal or Civil Action

None

### Administrative Proceeding

None

### Self-Regulatory Proceeding

None

## Other Financial Industry Activities and Affiliations

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### Broker-dealer or Registered Representative

None

### Futures Commission Merchant, Commodity Pool Operator, Commodity Trading Adviser or Associated Person

None

### Material Relationships or Arrangements with Financial Industry

None

### Recommend or Select Other Investment Advisers

None

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

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## Code of Ethics

Covenant has adopted a Code of Ethics (Code) for the purpose of instructing its personnel in their ethical obligations and to provide rules for their personal securities transactions. Covenant and its personnel owe a duty of loyalty, fairness, and good faith towards their clients, and the obligation to adhere not only to the specific provisions of the Code but to the general principles that guide the Code.

The Code covers a range of topics that may include: general ethical principles, reporting personal securities trading, exceptions to reporting securities trading, reportable securities, initial public offerings and private placements, reporting ethical violations, distribution of the Code, review and enforcement processes, amendments to Form ADV and supervisory procedures. Covenant will provide a copy of its Code to any client or prospective client upon request.

## Recommend Securities with Material Financial Interest

Covenant may offer its clients an opportunity to invest in Funds in which Covenant is the general partner and/or investment adviser. In those instances clients receive a copy of the offering documents, which disclose the relationship between Covenant and the Funds. Covenant, as the general partner and/or investment adviser, receives an investment management advisory fee. Although Covenant benefits the more it has in assets under management, there is no conflict of interest because as a fiduciary we place the interest of the clients and/or investors above our own and provide monthly and quarterly performance reports and independent annual audits to them.

## Invest in Same Securities Recommended to Clients

At times, the interests of the advisor or related persons' accounts may coincide with the interests of clients' accounts; however, at no time will the advisor or any related person receive any benefit or advantage over clients with respect to these transactions. The investment advisor will maintain a record of personal securities transactions and enforce all applicable rules and regulations. The investment advisor will not permit insider trading.

## Personal Trading Policies

The personal trading activities of all of Covenant's associated persons are reviewed on a regular basis.

# Brokerage Practices

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## Selecting Brokerage Firms

Covenant has discretion over the selection of the broker to be used and the commission rates to be paid. In selecting a broker for any transaction or series of transactions, Covenant may consider a number of factors, including, for example, net price, the financial stability and reputation of the broker, the quality of the investment research, investment strategies, special execution capabilities, clearance, settlement, custody, record keeping and other services provided by such broker. Clients may pay commissions or fees that are higher or lower than those that may be obtained from elsewhere for similar services. Although funds typically have a prime broker, Covenant has agreements with multiple brokers and looks for the right broker depending on the transaction.

## Research and Soft Dollars

Covenant does not engage in any soft dollar commission/fee arrangements. Covenant selects the brokers/dealers it uses on the basis of the type of security being purchased or sold and the best price it is able to obtain from each broker-dealer at any given time. If two broker-dealers offer or bid for the same security, the best offer/bid, combined with transactional speed and clearing efficiency, is selected.

## Brokerage for Client Referrals

None

## Directed Brokerage

None

## Order Aggregation

Covenant consistently aggregates its trading orders. No advisory client will be favored over any other client; each client that participates in an aggregated order will participate at the average share price for all transactions in that security on a given business day, with transaction costs shared pro-rata based on each client's participation in the transaction. If an employee is also an investor in one of Covenant's pooled funds their proportionate share of each trade within those funds will be aggregated with those of all other clients.

# Review of Accounts

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## Periodic Reviews

Advisory associates perform reviews of all investment advisory accounts no less than quarterly. There is currently no limit on the number of accounts that can be reviewed by an associate. In



addition, brokerage statements are generated no less than quarterly. These statements are sent directly from the account custodian. These reports list the account positions, activity in the account over the covered period, and other related information. Clients are also sent confirmations following each brokerage account transaction unless confirmations have been waived.

Accounts are reviewed for consistency with the investment strategy and performance. Reviews may be triggered by changes in an account holder's personal, tax or financial status. Macroeconomic and company specific events may also trigger reviews. Financial plans are reviewed only upon request unless Covenant is retained to update the plan on an ongoing basis.

The fourth quarter report (only) will include a Gain/Loss Recap report which shows assets that have been sold and the short-term/long-term gain/loss for tax purposes. The following written reports will be sent to Financial Planning clients upon request:

Estate Analysis  
Cash Flow Analysis

Income Tax Analysis  
Retirement Analysis

Financial Statement  
Education Funding Analysis

## Regular Reports

Covenant will provide each client with periodic reports no less frequently than quarterly that will include information concerning valuations, profits, gains, and losses. In addition, Covenant will provide each Investor with tax related information on an annual basis.

# Client Referrals and Other Compensation

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## Economic Benefits

None

## Third Party Solicitors

Covenant has retained the services of two (2) third party marketing firms, Reva Capital Markets LLC and RiverRock Securities LLC for all of its funds with the exception of Covenant Opportunity Capital Fund, L.P.

# Custody

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Because Covenant is the General Partner and Investment Adviser to the Funds it is deemed to have custody.

## Account Statements

Covenant enters into Custodial Agreements with various qualified custodians. All Client assets

are placed with and held by qualified custodians providing account statements to clients at least quarterly. Pursuant to each such Custodial Agreement, Covenant is restricted from making payments from any account maintained by the custodian on behalf of the Funds unless certain requirements are met. Although Covenant does not have physical custody of the funds, we are *deemed* to have custody since we deduct fees directly from client accounts and we are the General Partner of the Covenant Funds.

Both Custodians and the Fund Administrator provide monthly account statements directly to clients. Covenant also provides quarterly performance reports and encourages clients to compare our reports to the custodian statements. The pooled funds are audited by a PCAOB registered and inspected independent CPA firm and audited financial statements are provided to investors within 120 days of fiscal year-end.

## Investment Discretion

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### Discretionary Authority for Trading

As previously noted, based on the Client Agreement Covenant has full discretion to purchase or sell securities and all other asset classes as it sees it best benefits the clients in the Funds. Clients maintaining separate accounts may impose restrictions on investing in certain securities or types of securities.

## Voting Client Securities

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### Proxy Voting

While Covenant votes proxies in the Funds in the best interest of the investors, it does not allow investors to direct the voting and it does not vote proxies for investors' separate accounts. For those clients, Covenant explains that it can help them with any questions they might have and how to contact them. Separate account clients would receive the proxy either from the company or the company's agent. In the event Covenant receives their proxy, it will be forwarded to the client for voting. Covenant will provide information on how it has voted in proxies to investors who request it.

## Financial Information

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### Prepayment of Fees

Fees for investment management, financial planning, and private client services are charged quarterly in advance.

## Financial Condition

Covenant submits that its financial condition is sound and has not been the subject of a bankruptcy petition.