

## Item 1 – Cover Page

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CRD #154306

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This wrap fee brochure provides information about the qualifications and business practices of Sage Capital Holdings, LLC. If you have any questions about the contents of this Brochure, please contact us at (404) 262-9283. 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.

Sage Capital Holdings, LLC is a Registered Investment Adviser. Registration of an Investment Adviser does not imply any level of skill or training. This Brochure is intended, in part, to provide information which can be used to make a determination to hire or retain an Adviser.

Additional information about Sage Capital Holdings, LLC is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## **Item 2 – Material Changes**

As of the last Brochure dated January 26, 2012 Sage Capital Holdings has reduced the amount of assets under management and we will be switching from SEC registration to state registration.

Pursuant to new SEC Rules, we will ensure that you receive a summary of any material changes to this and subsequent Brochures within 120 days of the close of our business' fiscal year. We may further provide other ongoing disclosure information about material changes as necessary.

We will provide you with a new Brochure as necessary based on changes or new information, at any time, without charge. Our Brochure may be requested by contacting us at the number above or by emailing us at [info@sagesoutheastern.com](mailto:info@sagesoutheastern.com).

Additional information about Sage Capital Holdings, LLC is also available via the SEC's web site [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The SEC's web site provides information about any persons affiliated with Sage Capital Holdings, LLC who are registered, or are required to be registered, as investment adviser representatives of Sage Capital Holdings, LLC.

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#### **Item 4 – Services, Fees and Compensation**

Sage Capital Holdings, LLC (“Sage”) was established in 2010 and approved as a Registered Investment Adviser in July 2010. Sage has no principal owners owning 25% or more of the firm.

Sage also offers non-wrap fee programs, which are disclosed in ADV Part 2A. For its investment advisory clients, the firm presently sponsors the following two wrap fee programs (“Programs”):

##### ***Portfolio Management Services***

Accounts are charged an all-inclusive “wrap fee” on Program Assets that covers advisory, execution, custodial and reporting services on Eligible Assets. Clients pay all of usual and customary commissions, transaction fees and other charges for transactions in Excluded Assets, if applicable. National Financial Services (“NFS”), a Fidelity Investments company, provides custody, transaction and banking services through Sage’s affiliated broker-dealer, CertusSecurities, Inc.

Advice and services are tailored to the stated objectives of the client. Sage Advisory Representatives work with their clients to identify their investment goals and objectives, as well as risk tolerance, in order to create an initial portfolio allocation designed to complement the client’s financial situation and personal circumstances. The portfolio may consist of equities, mutual funds, options, fixed income securities and alternative investments. Generally, a limited financial plan is created in connection with the initial portfolio allocation. Clients are advised that should their financial situation or investment goals or objectives change, they must notify Sage promptly of the changes.

Portfolios are constructed along basic investment objective categories and focus primarily on a long-term buy and hold approach as opposed to short-term trading. A short-term trading strategy may be used when Sage deems it to be appropriate given current market conditions. Each client has the opportunity to place reasonable restrictions on the type of investments to be held in the portfolio. The Advisory Representative may periodically rebalance the client’s account to maintain the initially agreed upon asset allocation.

Through the investment advisory agreement, the client may grant Sage limited discretionary authority to execute its investment recommendations. The limited discretionary authority allows Sage to purchase and sell investment products in this account, arrange for payment of investment transactions, and act on behalf of the client in most matters necessary or incidental to the handling of the account, including monitoring certain assets. Sage is not allowed to withdraw funds from a client account except for the payment of fees pursuant to the written agreement.

Clients have ready access to their respective portfolio manager/Advisory Representative. Portfolio managers are not required to be available for unscheduled or unannounced visits by clients. However, portfolio managers are expected to periodically meet with their clients and should generally be available to take client telephone calls on advisory-related matters.

##### ***Mutual Fund Asset Allocation***

Sage offers an all-inclusive mutual fund asset allocation “wrap fee” program that covers advisory, execution, custodial and reporting services. You may choose to allow Sage manage your portfolio on a discretionary or nondiscretionary basis. In all cases, mutual funds are sold by prospectus only. Under this program, ongoing monitoring is performed on each recommended mutual fund allocation that is recommended by your Sage Advisory Representative (“Advisor”). The Sage Advisor will meet the client

to identify their risk tolerances and investment goals and objectives to determine which one of multiple mutual fund allocation models best meets the client's financial objectives. The Advisory Representative will work with the client to gather necessary financial information, set restrictions or limitations on the management of the account, explain portfolio strategies and transactions and answer any client questions. Clients are advised that they should notify their Advisor of any changes to their financial situation or investment goals or objectives.

Fees are due at the end of each month and are deducted directly from the client account per written agreement, unless otherwise specified in the advisory contract. In the event of termination, any balance due will be invoiced to the client for remittance. All fees are negotiable subject to the discretion of management.

### ***Fees and Compensation***

#### **Portfolio Management Services**

Fees are based on a percentage of assets under management and are charged fees based on the average daily balance during the month. All assets are held in custody at NFS or non-affiliated Trust companies. Under no circumstances will fees be calculated based on a percentage of capital gains in the portfolio. The annual fee schedule for these services is:

<u>Dollar Amount</u>	<u>Annual Fee</u>
Up to \$250,000	2.50%
\$250,000 up to \$500,000	2.00%
\$500,000 up to \$1,000,000	1.75%
\$1,000,000 and above	1.50%

Fees are due at the end of each month, and are deducted directly from the client account, unless otherwise specified in the advisory contract. In the event of termination, any balance due will be invoiced by the client for remittance. All fees are negotiable subject to the discretion of management.

Clients may pay the same fee for investment advisory services under a wrap-account as under a non-wrap account because outside advisors and/or custodians are paid by Sage from the fee collected from the client. Reliance Trust Company, a wholly owned by Reliance Financial Services, Inc., currently provides portfolio management and custody to Sage wrap account clients.

#### ***General Fee Disclosures***

The specific manner in which fees are charged by Sage is established in a client's written agreement. Management fees are payable in arrears on a monthly basis, commencing when both the client investment management agreement is signed and the assets are deposited in the client's account. Deposits and withdrawals made during the month will be billed for the time that the funds were under management. Sage has the right to change any or all of its fee schedules with 30 days written notice. Clients are permitted to terminate this agreement at any time under the terms and conditions set forth below ("Account Termination"). Sage is not compensated on the basis of a share of capital gains or capital appreciation in a client's account.

As authorized in the Client Agreement, the account custodian withdraws advisory fees directly from the clients' accounts according to the custodian's policies, practices, and procedures. The custodian sends the client a statement at least quarterly indicating the amount disbursed from the account including the

amount of advisory fees paid to Sage. The custodian of the account, not Sage, holds all customer assets. Clients may be billed directly for advisory services if requested. In this case the client will receive an invoice indicating the amount of the fee, the value of the client's assets on which the fee was based and the specific manner in which the fee was calculated. Clients should verify the accuracy of the computation; the custodian will not do an independent verification of the accuracy of the computation of fees. All receipts of fees and/or charges assessed by the Custodian are processed through to our affiliated broker dealer CertusSecurities, Inc.

Clients may purchase shares of mutual funds directly from the mutual fund issuer, its principal underwriter or a distributor without purchasing the services of Sage or paying the advisory fee on such shares (but subject to any applicable sales charges). Certain mutual funds are offered to the public without a sales charge. In the case of mutual funds offered with a sales charge, the prevailing sales charge (as described in the mutual fund prospectus) may be more or less than the applicable advisory fee. However, clients would not receive the advisory representative's assistance in developing an investment strategy, selecting securities, monitoring performance of the account, and making changes as necessary, if such a course of action is taken.

If there is a net debit cash balance in the account as a result of using margin, the cash balance will be excluded from the fee calculation. Net positive cash balances in type 1 (cash account) and type 2 (margin account) are included in the fee calculation. The minimum annual fee is \$1,000. Accordingly, a client may pay an effective rate greater than the rate specified in the fee schedule shown above. Sage, in its sole discretion, may waive its minimum fee and/or charge a lesser investment advisory fee based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with clients, etc.).

The Custodian does charge brokerage transaction based fees or "ticket charges" that vary by security and type of transaction and may be passed to the client. Additionally, Sage may be charged an administrative fee by the Custodian to cover expenses associated with the administration of the program. This fee will be paid by Sage to the Custodian and will not be charged back to the client. This does not include annual fees for the maintenance of IRA accounts. Some mutual funds are part of a "No Transaction Fee" program and have lower or no ticket charges but may still have an administrative charge per transaction. Transaction fees for exchanges of one mutual fund for another within the same fund family have lower transaction fees and hence are more commonly used for making adjustments to the portfolio. Some mutual funds within this program pay 12b-1 service fees (normally 0.25% per year) to the Custodian. Because the accounts in this program are thru CertusSecurities, Inc., those "indirect" service fees are passed on to Sage and/or the Advisor. Indirect fees received from mutual funds are considered and anticipated when net fees are set. Because of these transaction fees, the Advisor may be careful to limit the number and frequency of transactions consistent with the best interests of the client. In situations whereby the Advisor absorbs the ticket charge, this could pose a conflict as the Advisor may not trade as frequently in the account.

A portion of the fees described herein may be paid to Sage Financial Advisors in connection with the provision of investment advice and/or client-related services within those programs. This compensation may be more than Sage's Financial Advisors would receive if clients paid separately for investment advice, brokerage, and other services and; therefore, Sage Financial Advisors may have a financial incentive to recommend the program services over other programs or services.

As a shareholder of a money market fund or mutual fund the client will bear a proportionate share of the fund's expenses, including the investment management fees that are paid to the fund's investment adviser, and will bear any other charges levied by a fund (e.g., redemption fees) in addition to fees paid by a client to Sage under the program. For more information about fund expenses, see the fund's prospectus. The wrap fee does not include fees related to adoption, maintenance, and closure of retirement accounts. A description of these and other expenses are available in each fund's prospectus.

Generally, Sage purchases no-load mutual funds which do not generate sales charges. Load and no-load mutual funds may pay annual distribution charges, sometimes referred to as 12b-1 fees. 12b-1 fees come from fund assets, therefore, indirectly from client assets. 12b-1 fees may be initially paid to CertusSecurities and a portion passed to Advisory Representatives. The receipt of such fees could represent an incentive for Advisory Representatives to recommend funds with 12b-1 fees over funds that have no fees or lower fees. As a result, there may be a potential conflict of interest.

The wrap program may cost the client more or less than purchasing such services separately and will depend on the trading activity in the client's account. The cost of non-wrapped investment advisory services is necessarily lower than investment advisory services provided under the wrap program. Because Sage may receive more compensation from a client from the client's participation in the Program than if the client received advisory services and brokerage services separately, Sage may have a financial incentive to recommend the Program to clients over other types of advisory services. Sage may give advice to others that may be different from the advice given to Program clients. Clients should consider the value of the additional consulting services when making such comparisons. The combination of custodial, consulting, and brokerage services may not be available separately or may require multiple accounts, documentation, and fees. In addition, certain advisors may not be available to certain clients outside the consulting relationship because of minimum account sizes, fee schedules, geographic availability, or other factors. A non-wrapped pricing arrangement may be more cost effective for accounts that do not experience frequent trading activity. Because of the single fee charged to a Program account, Sage may be regarded as having a conflict of interest in that it may realize a greater profit on a Program account with a relatively low rate of portfolio turnover compared to other types of accounts, assuming the same level of fees.

All fees may be subject to negotiation. When negotiating fees, factors considered, but are not limited to, include: (i) clients with multiple accounts; (ii) size of the account; (iii) a prior or existing relationship; and (iv) a client's particular needs or financial characteristics. Due to the fact that fees may vary, clients with existing accounts may be charged fees which do not match precisely the foregoing fee schedules or the fees paid by other clients.

Other costs that may be assessed and that are not part of those outlined above include fees for portfolio transactions executed away from the broker/custodian selected by the client, dealer mark-ups, electronic fund and wire transfers, spreads paid to market-makers, and exchange fees, among others. The broker/custodian may charge client certain additional and/or minimum fees.

The Program wrap fee does not include: (i) annual account fees or other administrative fees, such as wire fees, charged by the Custodian (ii) certain odd-lot differentials, transfer taxes, transaction fees mandated by the Securities Act of 1934, postage and handling fees, and charges imposed by law with regard to transactions in the client's account; and (iii) advisory fees, expenses or sales charges (loads) of mutual funds (including money market funds), closed-end investment companies or other managed investments, if any, held in client's account.

Sage receives compensation from the custodian based on the value of credit balances in the accounts. If cash is swept into a money market fund, Sage may receive compensation based on the value of assets in these funds as broker-dealer. Thus, Sage has an incentive to recommend that clients select money market funds as a sweep vehicle that pays more compensation to Sage than other funds.

### ***Account Termination***

The client may terminate the contract without penalty within five business days after entering into the contract. This will not include any market losses which may have occurred. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or in the case of an oral contract otherwise signified their acceptance, any other provisions of this contract notwithstanding.

Upon written receipt of notice to terminate its Client Agreement and unless specific transfer instructions are received, Sage and its agent will, in an orderly and efficient manner, proceed with liquidation of the client's account. There will not be a charge by us for such redemption; however, the client should be aware that normal ticket charges will apply and the custodian may charge a termination fee as outlined in your Client Agreement. Fees may be waived at management's discretion. Certain mutual funds impose redemption fees as stated in each company's fund prospectus. Termination of the contract will not affect any liabilities or obligations of the parties from transactions initiated before termination of this Agreement or a client's obligation to pay advisory fees paid in arrears (pro-rated through end of the month in which termination is effective).

Clients must keep in mind that the decision to liquidate security issues or mutual funds may result in tax consequences that should be discussed with the client's tax advisor. Factors that may affect the orderly and efficient manner would be size and types of issues, liquidity of the markets, and market makers' abilities. Should the necessary securities' markets be unavailable and trading suspended, efforts to trade will be done as soon as possible following their reopening. Due to the administrative processing time needed to terminate the client's investment advisory service and communicate the instructions to client's Investment Advisor, termination orders received from clients are not market orders; it may take several business days under normal market conditions to process the client's request. During this time, the client's account is subject to market risk. Sage and its agent(s) are not responsible for market fluctuations of the client's account from time of written notice until complete liquidation. All efforts will be made to process the termination in an efficient and timely manner.

### **Item 5 – Account Requirements and Types of Clients**

Certain advisors may not be available to certain clients outside the consulting relationship because of minimum account sizes, fee schedules, geographic availability, or other factors.

Sage provides portfolio management services to individuals, corporations and business entities, pension and profit-sharing plans, charitable institutions, foundations, endowments, estates and trusts. The minimum account size is \$50,000. Account minimums may be waived at the discretion of management.

### **Item 6 – Portfolio Manager Selection and Evaluation**

Sage serves as the portfolio manager in the Portfolio Management Services program. Sage does not outsource its portfolio management by using outside portfolio managers for this program. Sage uses



industry standards to measure the performance of its portfolio managers; however, it does not use a third party auditor to review and verify the performance of its portfolio managers.

The Mutual Fund Asset Allocation Program offers ongoing monitoring and portfolio selection performed by Sage.

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

SCH does not charge any performance-based fees (fees based on a share of the realized capital gains). SCH does not manage hedge funds. Accordingly, a discussion regarding side-by-side management is unnecessary.

### ***Methods of Analysis, Investment Strategies and Risk of Loss***

Our investment strategy begins with an understanding of a client's financial goals. Advisors use demographic and financial information provided by the client to assess the client's risk profile and investment objectives in determining an appropriate plan for the client's assets. Investment strategies ordinarily include long- or short-term trading of stock portfolios, mutual funds and fixed income securities.

Investment recommendations are based on an analysis of the client's individual needs, and are drawn from research and analysis. Security analysis methods may include fundamental, technical, charting and cyclical analysis. Information for this analysis may be drawn from financial newspapers and magazines, research materials prepared by others, annual reports, corporate filings, prospectuses, company press releases and corporate ratings services.

It is important to note that investing in securities involves certain risks that are borne by the investor. For any risks associated with Investment Company products, please refer to the prospectuses for additional details about these risks. Our investment approach constantly keeps the risk of loss in mind. These risks include, but are not limited to:

- **Interest-rate Risk:** Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- **Market Risk:** The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.
- **Inflation Risk:** When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.
- **Reinvestment Risk:** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.
- **Business Risk:** These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.

- **Liquidity Risk:** Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- **Financial Risk:** Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

### ***Voting Client Securities***

As a matter of firm policy and practice, Sage does not vote proxies on behalf of advisory clients. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in client portfolios. In addition, Sage will not take any action or render any advice with respect to any securities held in any accounts that are named in or are subject to class action lawsuits. Sage will, however, forward any information received by Sage regarding class action legal matters involving any security held in the account. Clients will receive their proxies or other solicitations directly from their custodian or transfer agent.

## **Item 7 – Client Information Provided to Portfolio Managers**

### ***Portfolio Management Services Program***

Sage is both your registered investment adviser and your portfolio manager. Sage does not outsource its portfolio management by using outside portfolio managers for the referenced Programs. Therefore, your portfolio manager has the same access to your information as Sage. Your information includes, among other things, income, net worth, risk tolerance, and investment objectives. Your portfolio manager uses this information to determine the appropriate asset allocation and manage your investments. When you update your information with Sage, your portfolio manager will have immediate access to the same updated information.

## **Item 8 – Client Contact with Portfolio Managers**

In the Portfolio Management Services Program, you may communicate with portfolio managers directly. Consultations beyond normal business practices may require additional negotiated fees. In the Mutual Fund Asset Allocation Program, you should communicate with your Advisory Representative at Sage, who can communicate with the portfolio manager at RTC on your behalf.

## **Item 9 – Additional Information**

### ***Disciplinary Information***

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of Sage or the integrity of Sage's management. Sage has the following disciplinary events to disclose regarding Ron Lankford, a minority owner of Sage Capital Holdings, LLC:

In August 2011, while working as a Principal for Reliance Securities, the State of Alabama issued a show cause order against Mr. Lankford for failure to supervise registered reps that were selling unregistered securities in Alabama. He was ordered not to supervise agents registered in AL, anyone managing an account of a resident of AL and not to serve as Chief Compliance Officer for any firm in AL and a fine of \$2,500.00. Additionally, on March 6, 2013, in response to a FINRA investigation regarding the selling of unregistered securities, Mr. Lankford was suspended from any member firm in a Principal capacity for

18 months beginning April 1, 2013. He will also be required to requalify as a principal by passing the required examinations before re-association with any member firm in that capacity.

### ***Other Financial Industry Activities and Affiliations***

CertusSecurities, Inc. ("Certus") is under common control and is a full-service general securities broker-dealer registered with the Securities and Exchange Commission, Financial Industry Regulatory Authority (FINRA), and various state regulatory agencies. In this capacity, Certus executes trades (as agent) for a commission in mutual funds, equities, bonds, options, variable annuities and other investment products on behalf of clients, who may or may not have an advisory fee agreement. The principal business of its executive officers is the day-to-day management of its broker-dealer activities. As a broker-dealer, Certus may have trade errors that result in a profit or loss to Certus. Certus has controls in place to limit such trade errors. Sage maintains consolidated financial records with its affiliated broker-dealer, CertusSecurities, Inc.

Sage Capital Holdings, LLC is also registered as a full service life and health insurance agency working with employee benefit related, corporate, personal, life and disability programs. Advisory Representatives of Sage may also be separately licensed as insurance agents. These individuals may spend as much as 90% of their time with these aforementioned non-advisory activities. In their capacities as registered representatives or as independent insurance agents, clients will be charged separately from their advisory services. Clients are under no obligation to purchase any recommended insurance products through Sage.

Sage will recommend that clients establish brokerage accounts with National Financial Services, LLC (NFS), Reliance Trust Company or other Trust companies (collectively, the "Custodian") to maintain custody of clients' assets and to effect trades for their accounts. Although Sage may recommend that clients establish accounts at the Custodian, it is the client's decision. As noted above, Sage is affiliated with RTC through common ownership. Reliance Trust Company is owned by Reliance Financial Corporation which owns 16.7% of Sage. Sage is independently owned and operated and is not affiliated with NFS or any other Trust company or custodian.

Certain advisor representatives of Certus may be dually registered with either Sage Capital or Advocacy WMS. Because of the aforementioned agreements that are in place, there is no financial incentive for those representatives to choose one Investment Advisor before another as the economics of the agreements between all parties are identical.

### ***Brokerage Practices***

For accounts belonging to Sage clients maintained in its custody, the Custodian generally does not charge separately for custody services but is compensated by account holders through transaction-related or asset-based fees for securities trades that are executed through the Custodian or that settle into Custodian accounts. The Custodian may make products and services available to Sage that benefit Sage but may not directly benefit its clients' accounts. Many of these products and services are used to service all or a substantial number of Sage accounts. Some of these products and services provided by the Custodian may include software and other technology that (i) provides access to client account data (such as trade confirmations and account statements); (ii) facilitates trade execution and allocates aggregated trade orders for multiple client accounts; (iii) provides research, pricing and other market data; (iv) facilitates payment of Sage fees from its clients' accounts; and (v) assists with back-office functions, recordkeeping and client reporting.

The foregoing arrangements with NFS, and any other custodian that we may enter into an agreement with may pose a conflict of interest. Services provided may create an incentive for Sage to suggest that clients maintain their assets in accounts at a Custodian on the basis of products and services that may become available to Sage as a result, rather than solely on the basis of the nature, cost or quality of custody and brokerage services provided by the Custodian to clients. However, Sage is constrained by fiduciary principles to act in its clients' best interests and will suggest a Custodian to clients only when it is appropriate to do so. In addition, Sage maintains an awareness of the services provided to clients by the Custodians in an effort to ensure that clients are well served.

Advisors may suggest CertusSecurities, Inc. ("Certus") for broker-dealer services to clients. Factors for such recommendation would be when transaction compensation is seen as a benefit to the client. For broker-dealer services, the Adviser or its associated persons may receive compensation for such transactions, where such compensation is separate and distinct from Adviser's compensation related to its investment advisory services. Commissions paid to advisers for broker-dealer services may be higher or lower than those paid by other brokers.

Sage may aggregate orders in a bunched trade or trades when securities are purchased or sold through the same broker-dealer for multiple accounts. The portfolio manager for each account must reasonably believe that the bunched order is consistent with Sage's duty to seek best execution and may benefit each client participating in the aggregated order. The average price per share of each bunched trade will be allocated to each account that participates in the bunched trade. Upon request, the client may request average price trade details. Accounts that participate in the same bunched trade will be charged commissions, if applicable, in accordance with their advisory contracts. Different accounts participating in a bunched transaction may not be charged the same commission rates.

If a bunched order cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day will be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage particular client accounts. For example, partial fills generally are filled pro rata among participating accounts. If the amount to be allocated for each account is not indicated prior to placement of the trade, the Chief Compliance Officer must review and approve the allocation.

Changes in allocation prior to final allocation may be made for good cause provided that all client accounts receive fair and equitable treatment. A written explanation of the reason for any material change in the allocation must be provided to and approved by the Chief Compliance Officer. If the change in allocation is the result of a condition that exists or a change in a client's account outside of the portfolio manager's control then approval is not required.

### ***Code of Ethics***

Sage has adopted a Code of Ethics for all supervised persons of the firm describing its high standard of business conduct, and fiduciary duty to its clients. The Code of Ethics includes provisions relating to the confidentiality of client information, a prohibition on insider trading, a prohibition of rumor mongering, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things. All supervised persons at Sage must acknowledge the terms of the Code of Ethics annually, or as amended.

Advisors of Sage may buy or sell securities that are recommended to clients. Sage's employees and persons associated with Sage are required to follow the Code of Ethics. Subject to satisfying this policy and applicable laws, officers, directors and employees of Sage and its affiliates may trade for their own accounts in securities which are recommended to and/or purchased for Sage's clients. The Code of Ethics is designed to assure that the personal securities transactions, activities and interests of the employees of Sage will not interfere with (i) making decisions in the best interest of advisory clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts. Under the Code certain classes of securities have been designated as exempt transactions, based upon a determination that these would not materially interfere with the best interest of Sage's clients. In addition, the Code requires pre-approval of many transactions, and restricts trading in close proximity to client trading activity. Nonetheless, because the Code of Ethics in some circumstances would permit employees to invest in the same securities as clients, there is a possibility that employees might benefit from market activity by a client. Employee trading is continually monitored under the Code of Ethics to reasonably prevent conflicts of interest between Sage and its clients.

Certain affiliated accounts may trade in the same securities with client accounts on an aggregated basis when consistent with Sage's obligation of best execution. In such circumstances, the affiliated and client accounts will share commission costs equally and receive securities at a total average price. Sage will retain records of the trade order (specifying each participating account) and its allocation, which will be completed prior to the entry of the aggregated order.

Sage's clients or prospective clients may request a copy of the firm's Code of Ethics by contacting the Chief Compliance Officer at our main number.

### ***Review of Accounts***

For those clients to whom the Advisor provides investment supervisory services, account reviews are conducted on an ongoing basis. Such reviews are conducted by the Advisory Representative that originally met with the client to initiate the advisory management agreement. All investment advisory clients are encouraged to discuss their needs, goals, and objectives with the Advisor and to keep the Advisor informed of any changes thereto. Advisor shall contact ongoing investment advisory clients at least annually to review its previous services and/or make recommendations and to discuss the impact resulting from any changes in the client's financial situation and/or investment objectives. The client agrees to inform the firm promptly of any material changes to the information included in the questionnaire or any other change in the client's financial circumstances that might affect the manner in which client's assets should be invested. Client may contact the firm during normal business hours to consult with Sage concerning the management of the client's account(s).

Additional account reviews may be triggered by potential change (beyond client's needs) including changes in general economic and market conditions, analyst reports, company news and interest rate movement. There is no limit to the number of accounts assigned to the reviewer.

### ***Client Referrals and Other Compensation***

Sage has an agreement with Advocacy Wealth Management Services, LLC ("Advocacy") to pay for client referrals, although additional solicitor agreements may be initiated or existing ones terminated at any time. The solicitor's agreement entered into by Sage complies with rule 206(4)-3 promulgated under the Investment Advisors Act of 1940. If a client is solicited by Advocacy, Sage will pay them a percentage of

the management fees it collects as determined in the solicitor's agreement. A client who is solicited will receive an additional disclosure document specifically describing the arrangement and the compensation paid to the solicitor. The solicitor's fee will be based on Sage's normal fee schedule; you will not be charged any additional fees or expenses as a result of the referral.

### ***Financial Information***

Registered Investment Advisers are required to provide you with certain financial information or disclosures about Sage's financial condition. Sage has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients, and has not been the subject of any bankruptcy proceeding.

### ***Custody***

National Financial Services, a Fidelity Investments company, provides custody, transaction and banking services through Sage's affiliated broker-dealer, CertusSecurities, Inc. Sage has agreements with other non-affiliated Trust companies who may act as custodians of client assets.

Clients should receive statements at least quarterly from the qualified Custodian that holds and maintains your investment assets. Sage urges you to review carefully such statements and compare the official custodial records to any account statements that we may provide you. Information we may provide could vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

### ***Investment Discretion***

Sage may receive discretionary authority from the client at the outset of an advisory relationship to select the identity and amount of securities to be bought or sold. In all cases, such discretion is to be exercised in a manner consistent with the stated investment objectives for the particular client account. Clients must authorize such discretion in the advisory agreement. When selecting securities and determining amounts, Sage observes the investment policies, limitations and restrictions of the clients advised. Investment guidelines and restrictions must be provided to Sage in writing.

### ***Privacy Policy***

Protecting your privacy is important to Sage Capital Holdings. We want you to understand what information we collect and how we use it. In order to provide our customers with a broad range of financial products and services as effectively and conveniently as possible, we use technology to manage and maintain customer information. The following policy serves as a standard for all SAGE employees for collection, use, retention and security of nonpublic personal information.

**WHAT INFORMATION WE COLLECT:** We may collect "nonpublic personal information" about you from the following sources:

- Information we receive from you on applications or other account forms, including electronic communications;
- Information about your transactions with us, our affiliates or others; and
- Information we receive from third parties.

"Nonpublic personal information" is information about you that we obtain in connection with providing a financial product or service to you. For example, nonpublic personal information includes information regarding your account assets and securities transactions.

**WHAT INFORMATION WE DISCLOSE:** As permitted under law, we may share information about you with companies related to us by common control or ownership (“affiliates”). This could include information about our experiences or transactions with you or your account (such as your account balance and your transaction activity) and additional information about you or your account (such as information we receive from you in applications and information from consumer reporting agencies).

We also are permitted under law to disclose nonpublic personal information about you to “nonaffiliated third parties” (i.e., third parties that are not members of our corporate family) in certain circumstances. For example, we may disclose nonpublic personal information about you to such third parties to assist us in servicing your account with us; to government regulators; in response to subpoenas; and to consumer reporting agencies. We do not disclose any nonpublic personal information about you to any other third parties, except as authorized by you. If you decide to close your account(s) or become an inactive customer, we will continue to adhere to the privacy policies and practices described in this notice. If our representative servicing your account leaves us to join another firm, he/she is permitted to retain copies of your information so that he or she can assist with the transfer of your account and continue to serve you at their new firm.

**“OPTING-OUT” OF THIRD PARTY DISCLOSURES:** If you do not want your account representative to retain copies of your client sensitive information when he or she leaves us to join another firm, you may contact our Compliance Department by calling (404) 262-9283.

**OUR SECURITY PROCEDURES:** We also take steps to safeguard customer information. We restrict access to your personal and account information to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information.