



**C2P CAPITAL ADVISORY GROUP
D/B/A
PROSPERITY CAPITAL ADVISORS**

FORM ADV PART 2A – BROCHURE

August 20, 2014

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This brochure provides information about the qualifications and business practices of C2P CAPITAL ADVISORY GROUP D/B/A PROSPERITY CAPITAL ADVISORS (hereinafter "PCA"). If you have any questions about the contents of this brochure, please contact Clint Pelfrey at (888) 240-1923. 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 PCA is available on the SEC's website at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. The CRD number for Prosperity Capital Advisors is 156480.

C2P CAPITAL ADVISORY GROUP D/B/A PROSPERITY CAPITAL ADVISORS is an SEC registered investment adviser.

Registration does not imply any level of skill or training.

Item 2. Material Changes

This item discusses only the material changes that have occurred since the annual updating amendment that was filed in March 2014 and the interim amendment filed in July 2014.

Pursuant to current SEC Rules, PCA will ensure that clients receive a summary of any material changes to this and subsequent brochures within 120 days of the close of the firm's fiscal year which occurs at the end of the calendar year. PCA may further provide other ongoing disclosure information about material changes as necessary.

PCA will also provide clients with a new brochure as necessary based on changes or new information, at any time, without charge.

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Item 4. Advisory Business

A. The Company

PCA has been registered as an investment adviser with the U.S. Securities and Exchange Commission since February, 2011. PCA is the trade name of C2P Capital Advisory Group, LLC, an Ohio limited liability company of which Jason L Smith, David M. Alison, Clint Pelfrey and Pablo Terra are the principal owners. This Disclosure Brochure describes PCA's business. Certain sections also describe the activities of *Supervised Persons*. *Supervised Persons* are any of PCA's officers, partners, directors (or other persons occupying a similar status or performing similar functions), or employees, or any other person who provides investment advice on PCA's behalf and is subject to PCA's supervision or control.

B. Advisory Services

PCA provides financial planning, consulting and investment management services. Prior to engaging PCA to provide investment advisory services, the client is required to enter into one or more written agreements with PCA setting forth the terms and conditions under which PCA renders its services (the "*Agreement*").

Asset Management Services

Clients can engage PCA to manage all or a portion of their assets on a discretionary basis. PCA emphasizes continuous and regular account supervision. As part of its asset management service, PCA primarily allocates clients' investment management assets among *Independent Managers* (as defined below), mutual funds, options, exchange-traded funds ("ETFs"), and individual debt and equity securities in accordance with the investment objectives of the client. PCA also provides advice about any type of investment held in clients' portfolios.

PCA also may render non-discretionary investment management services to clients relative to variable life/annuity products that they may own, their individual employer-sponsored retirement plans, and/or 529 plans or other products that may not be held by the client's primary custodian. In so doing, PCA either directs or recommends the allocation of client assets among the various investment options that are available with the product (as further described below). Client assets are maintained at the specific insurance company or custodian designated by the product.

Financial Planning Services

PCA may provide its clients with a broad range of comprehensive financial planning and consulting services. These services include business planning, investment planning, insurance, retirement planning, estate planning, charitable planning, education planning, corporate and personal tax planning, mortgage/debt analysis, and personal financial planning.

PCA's written financial plans or consultations usually include general recommendations for a course of activity or specific actions to be taken by the client. For example, PCA may recommend that clients begin or revise an investment program, obtain or revise insurance coverage, commence or alter retirement savings, or establish education or charitable giving programs. Clients who engage PCA to provide written financial plans will be provided with a written summary of their financial situation and PCA's observations and recommendations. For financial consulting arrangements, PCA's service is typically less formal and does not include a written summary.

Plans or consultations are typically completed within six months from the beginning of the engagement, assuming that the client has provided the necessary documentation and other information requested by PCA.

Retirement Plan Services

PCA may engage itself to assist businesses and non-profit organizations with their 401(k) and employee benefit plans. The firm will assist these businesses and organizations to ensure that these plans meet the employers' and employees' needs and that they comply with the necessary regulations.

Trustees and Investment Committees

PCA provides investment advisory services to investment committees and trustees of Defined Benefit Plans, Non-Participant directed 401(k) plans and Non Profit Organizations. PCA may act as a 3(21) Investment Fiduciary providing investment advice for a fee to the trustees or the committee to implement.

Participant Directed Retirement Plans

PCA provides investment advisory services to investment committees and trustees of Participant Directed Retirement Plans. PCA may act as a 3(21) Investment Fiduciary providing investment advice for a fee to the trustees or the committee to implement. PCA has contracted with BAM Advisors Services, LLC for Advisors Access™ 401(k) services, including access to model investment portfolios and administrative and marketing support services. BAM receives a portion of the Advisors Access fees paid by participating 401(k) plans. In no instance shall the revenue split between BAM and Advisor fall below 70% of revenue to the Advisor, except if minimum fees are invoked.

PCA may provide non-discretionary investment advisory services with respect to the assets of individual retirement plan participants through their own employer-sponsored defined contribution (i.e., 401K, 403b, 457 TSP) plans using the investment options that are specific to them. PCA **will not** act as a 3(21) investment fiduciary with respect to such assets. In the event that a client chooses to engage PCA to provide such advisory services, PCA will provide all recommendations regarding the allocation of assets directly to clients using the Plan Confidence™ website. The fees for such services shall be negotiated between the client and his/her individual PCA Investment Advisory Representative and will be governed by the contract between PCA and the client. For additional information regarding this, please contact PCA or visit www.401kconfidence.net.

Sub-Advisory Services

In addition, PCA may enter into separate agreements with unaffiliated broker-dealers and/or investment advisers ("*Platform Sponsors*") enabling them to offer any of PCA's composites or strategies to their clients ("*Platform Clients*"). All decisions regarding the suitability of a particular composite portfolio are determined by the *Platform Sponsor* and/or the *Platform Client* prior to PCA's management of the assets.

Pursuant to the terms of PCA's agreement with the *Platform Sponsor*, PCA continuously reviews, supervises and administers the portfolio as well as provides ongoing recommendations for transactions/re-allocations of portfolio assets. PCA has discretionary authority over those assets and will execute all recommended transactions; however, no personalized investment advice is provided by PCA to any *Platform Client*. In the event that a *Platform Client* chooses to invest in one of PCA's strategies or portfolios, PCA will receive a fee directly from the *Platform Sponsor*. The

terms of any such fee arrangement are governed by the contract between the *Platform Sponsor* and PCA and may differ from the fee schedules shown below.

Use of Independent Managers

In addition, as mentioned above, PCA may recommend that certain clients authorize the active discretionary management of a portion of their assets by and/or among certain independent investment managers ("*Independent Managers*"), based upon the stated investment objectives of the client. The terms and conditions under which the client engages the *Independent Managers* are set forth in a separate written agreement between PCA or the client and the designated *Independent Managers*. PCA also monitors and reviews the account performance and the client's investment objectives. PCA receives an annual advisory fee which is based upon a percentage of the market value of the assets being managed by the designated *Independent Managers*.

When recommending or selecting an *Independent Manager* for a client, PCA reviews information about the *Independent Manager* such as its disclosure brochure and/or material supplied by the *Independent Manager* or independent third parties for a description of the *Independent Manager's* investment strategies, past performance and risk results to the extent available. Factors that PCA considers in recommending an *Independent Manager* include the client's stated investment objectives, management style, performance, reputation, financial strength, reporting, pricing, and research. The investment management fees charged by the designated *Independent Managers*, together with the fees charged by the corresponding designated broker-dealer/custodian of the client's assets, may be exclusive of, and in addition to, PCA's investment advisory fee set forth above. As discussed above, the client may incur additional fees than those charged by PCA, the designated *Independent Managers*, and corresponding broker-dealer and custodian.

In addition to PCA's written disclosure brochure, the client also receives the written disclosure brochure of the designated *Independent Managers*. Certain *Independent Managers* may impose more restrictive account requirements and varying billing practices than PCA. In such instances, PCA may alter its corresponding account requirements and/or billing practices to accommodate those of the *Independent Managers*.

C. Client Tailored Services and Client Imposed Restrictions

PCA tailors its advisory services to the individual needs of clients. Each portfolio will be initially designed to meet a particular investment goal, which PCA determines to be suitable to the client's circumstances including: investment needs, goals, objectives, risk tolerance, and time horizon.

In performing any of the above services, PCA is not required to verify any information received from the client or from the client's other professionals (e.g., attorney, accountant, etc.) and is expressly authorized to rely on such information. PCA may recommend the services of itself and/or other professionals to implement its recommendations. Clients are advised that a conflict of interest exists if PCA recommends its own services. The client is under no obligation to act upon any of the recommendations made by PCA provided through the investment advisory services described above or under a financial planning or consulting engagement or to engage the services of any such recommended professional, including PCA itself. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any of PCA's recommendations.

Clients are advised to promptly notify PCA if there are changes in their financial situation or investment objectives or if they wish to impose any reasonable restrictions upon PCA's management services.

Clients may impose reasonable restrictions or mandates on the management of their account (e.g., require that a portion of their assets be invested in socially responsible funds) if, in PCA's sole discretion, the conditions will not materially impact the performance of a portfolio strategy or prove overly burdensome to its management efforts.

D. Wrap Fee Programs

PCA does not provide portfolio management services to a wrap fee program(s). Under a wrap fee program, advisory services (which may include portfolio management or advice concerning the selection of other investment advisers) and transaction services (*e.g.*, execution of trades) are provided for one fee. This is different than traditional investment management programs whereby services are provided for a fee, but transaction services are billed separately on a per-transaction basis.

E. Assets Under Management

PCA provides investment advisory services to clients on both a discretionary and non-discretionary basis. As of June 30, 2014:

Discretionary Assets Under Management	\$333,030,635
Non-Discretionary Assets Under Management	<u>\$ 984,150</u>
Total	\$334,014,785

Item 5. Fees and Compensation

A. Advisory Fees

PCA offers its services on a fee basis, which may include fixed fees as well as fees based upon assets under management. Additionally, certain of PCA's *Supervised Persons*, in their individual capacities, may offer insurance products or engage in securities transactions under a commission arrangement through other unaffiliated entities as described in Item 10 (below).

Financial Planning and Consulting Fees

PCA may charge a fixed fee for financial planning and consulting services. This fee will be based on a pre-determined hourly rate negotiated by PCA and the client not to exceed 2.00% of the total value of the client's estate. These fees are negotiable, and have historically ranged from \$500 to \$15,000 depending upon the level and scope of the services and the professional rendering the financial planning and/or the consulting services. Should the client opt to engage PCA for an annual update of the Financial Plan, such annual updates will be provided for an additional flat fee. If the client engages PCA for additional investment advisory services, such as the implementation of the Financial Plan, PCA may, in its sole discretion, offset all or a portion of its fees for those services based upon the amount paid for the financial planning and/or consulting services.

Prior to engaging PCA to provide financial planning and/or consulting services, the client is required to enter into a written agreement with PCA setting forth the terms and conditions of the engagement. The client will also be provided with an estimate of the amount of time that will be required to perform the service. Generally, PCA requires one-half of the estimated financial planning/consulting fee upon entering into the written agreement with PCA. The balance is generally due upon delivery of the Financial Plan or completion of the agreed upon services.

PCA retains the right to modify or waive fees in its sole and absolute discretion, on a client-by-client basis. Factors considered include the complexity and nature of the advisory services provided, anticipated amount of assets to be placed under management, anticipated future additional assets, related accounts, portfolio style, and account composition. The specific fee schedule is identified in the written agreement entered into with the client.

Investment Management Fees

PCA provides investment management services for an annual fee based upon a percentage of the market value of the assets being managed by PCA. PCA's annual fee is exclusive of, and in addition to brokerage commissions, transaction fees, and other related costs and expenses which are incurred by the client. PCA does not, however, receive any portion of these commissions, fees, and costs. PCA's annual fee is prorated and charged quarterly, in advance, based upon the market value of the assets being managed by PCA on the last day of the previous quarter.

Minimum Annual Fee – \$150.00 per year and is billed on a monthly basis.

The annual fee for investment management services typically varies between 0.50% and 3.00% depending upon a number of factors, including the market value of the assets under management and the types of services to be rendered, as follows:

PCA, in its sole discretion, may negotiate to charge a lesser management fee based upon certain criteria (*e.g.*, anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, pre-existing client, account retention, *pro bono* activities, etc.). Details of the investment management fee charged are more fully described in the *Agreement* entered into with each client.

Investment Management fees may not exceed 3.00% of the market value of any client account as calculated on an annual basis.

Retirement Plan Services

Trustees and Investment Committees

Fees assessed for services provided to Trustees and Investment Committees are negotiated on a plan-by-plan basis, based on the complexity of plan. For ongoing services, PCA will receive an annual fee, paid monthly, and normally based upon a percentage of the plan's total assets. These fees are in addition to any custodial, recordkeeping, or investment management fees (from Mutual Funds, ETF's, etc.). Services may be terminated by either party, at any time, by giving written notice to the other. Any collected, unearned fees will be returned to the client.

All fees are either paid directly by the plan sponsor or are charged directly to the participants through the plan's recordkeeper. PCA receives no compensation from 12(b)-1 fees or revenue sharing programs. Any revenue sharing programs paid out by fund companies are collected by the custodian and/or recordkeeper and used to offset both the custodial and/or record-keeping expenses (if there are excess fees, it is the plan sponsor's discretion how these dollars are to be used). Upon termination, any fees paid in advanced and not earned will be refunded to the client.

Participant Directed Retirement Plans

Fees charged for investment advisory services are in addition to any custodial, recordkeeping, or investment management fees (from Mutual Funds, ETF's, etc.) and are negotiated and agreed upon on a case-by-case basis. Details of the fees charged are more fully described in the written

agreement entered into with each client. Services may be terminated by either party, at any time, by giving written notice to the other. Any collected, unearned fees will be returned to the client.

All fees are either paid directly by the plan sponsor or are charged directly to the participants through the plan's recordkeeper. PCA receives no compensation from 12(b)-1 fees or revenue sharing programs. Any revenue sharing programs paid out by fund companies are collected by the custodian and/or recordkeeper and used to offset both the custodial and/or record-keeping expenses (if there are excess fees, it is the plan sponsor's discretion how these dollars are to be used). Upon termination, any fees paid in advance and not earned will be refunded to the client.

B. Payment Method

Depending on the particular advisory service, there are two options a client may select to pay PCA's advisory services fees:

Direct Debiting

Each quarter, PCA will notify the client's qualified custodian of the amount of the fee due and payable to PCA pursuant to the firm's fee schedule and the client's *Agreement*. The qualified custodian will not validate or check PCA's fees, its corresponding calculation or the assets on which the fee is based unless the client has retained their services to do so. With the client's pre-approval, the qualified custodian will "deduct" the fee from the client's account or, if the client has more than one account, from the account the client has designated to pay PCA's advisory fees. Each quarter, the client will receive a statement directly from the qualified custodian showing all transactions, positions and credits/debits into or from the client's account. Statements sent will also reflect the advisory fee paid by the client to PCA.

Billing

Each quarter, PCA will issue the client an invoice for the firm's services and the client will pay PCA by check or wire transfer within 15 days of the date of the invoice, or as negotiated and documented in the client's *Agreement*.

C. Additional Fees and Expenses

Mutual Fund Fees and Exchange Traded Funds

All fees paid to PCA for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds and Exchange Traded Funds to their shareholders. These fees and expenses are described in each fund's prospectus. These fees will generally include a management fee, other fund expenses, and a possible distribution fee. If the fund also imposes sales charges, a client may pay a deferred sales charge. A client could invest in a fund directly, without the services of PCA. In that case, the client would not receive the services provided by PCA which are designed, among other things, to assist the client in determining which funds are most appropriate to each client's financial condition and objectives. To the extent that client assets are invested in money market funds or cash positions, the fees for monitoring those assets are in addition to the fees included in the internal expenses of those funds paid to their own investment managers, which are fully disclosed in each fund's prospectus. Accordingly, the client should review both the fees charged by the funds and the fees charged by PCA to fully understand the total amount of fees to be paid by the client and to thereby evaluate the services being provided.

Professional/Service Provider Fees

Fees do not include the services of any co-fiduciaries, accountants, broker dealers or attorneys. Accordingly, the fees of any additional professionals engaged by a client will be billed directly by such professional(s). Additionally, you may also incur certain charges, including a set-up fee, imposed for certain services including Plan Confidence™ (described above). Set up fees may be charged as a one-time fee at the time of signing an agreement for investment advisory services.

Fees Charged by Financial Institutions

As further discussed in response to Item 12 (below), PCA generally recommends that clients utilize the brokerage and clearing services of multiple broker-dealers, including, but not limited to, TD Ameritrade Institutional, a division of TD Ameritrade, Inc. ("*TD Ameritrade*"), Fidelity Investments Institutional Brokerage Group ("*Fidelity*"), and U.S. Bank Institutional Trust & Custody ("*U.S. Bank*"). These broker-dealers offer services to independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions. PCA receives some benefits from these broker-dealers through its participation in their respective advisor services programs.

PCA may only implement its investment management recommendations after the client has arranged for and furnished PCA with all information and authorization regarding accounts with appropriate financial institutions. Financial institutions include, but are not limited to, TD Ameritrade, Fidelity, U.S. Bank and any other broker-dealer recommended by PCA, broker-dealer directed by the client, trust companies, banks etc. (collectively referred to herein as the "*Financial Institutions*").

Clients may incur certain charges imposed by the Financial Institutions and other third parties such as fees charged by Independent Managers (as defined below), custodial fees, charges imposed directly by a mutual fund or ETF in the account which are disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Additionally, for assets outside of any wrap fee programs, clients may incur brokerage commissions and transaction fees. Such charges, fees and commissions are exclusive of and in addition to PCA's fee.

PCA's *Agreement* and the separate written agreement with any Financial Institutions may authorize PCA or Independent Managers to debit the client's account for the amount of PCA's fee and to directly remit that management fee to PCA or the Independent Managers. Any Financial Institutions recommended by PCA have agreed to send a statement to the client, at least quarterly, indicating all amounts disbursed from the account including the amount of management fees paid directly to PCA.

Fees for Partial Months of Service

For the initial period of investment management or advisory services, the fees are calculated on a pro rata basis. The *Agreement* between PCA and the client will continue in effect until terminated by either party pursuant to the terms of the *Agreement*. PCA's fees are prorated through the date of termination and any remaining balance is charged or refunded to the client, as appropriate.

Clients may make additions to and withdrawals from their account at any time, subject to PCA's right to terminate an account and liquidity of assets. Additions may be in cash or securities provided that PCA reserves the right to liquidate any transferred securities or decline to accept particular securities into a client's account. Clients may withdraw account assets on notice to PCA,

subject to the usual and customary securities settlement procedures. However, PCA designs its managed portfolios as long-term investments and the withdrawal of assets may impair the achievement of a client's investment objectives. PCA may consult with its clients about the options and ramifications of transferring securities. However, clients are advised that when transferred securities are liquidated, they are subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax ramifications.

If assets are deposited into or withdrawn from an account after the inception of a quarter the fee payable with respect to such assets will not be adjusted or prorated based on the number of days remaining in that quarter.

D. Termination and Refunds

An *Agreement* may be terminated at any time, by either party, for any reason upon 10 days prior written notice to the other party. PCA is authorized to charge a client the applicable fee for up to 30 days after account termination as reasonable compensation for the orderly winding up of the client's account. If an account is terminated during a calendar quarter, fees will be adjusted *pro rata* based upon the number of calendar days in the calendar quarter that the *Agreement* was effective. A *pro rata* portion of any fees paid in advance will be promptly refunded to the client.

E. Additional Compensation

Supervised Persons as Registered Representatives

Supervised Persons of PCA may also be licensed as registered representatives of a FINRA registered broker-dealer. In such capacity, those Supervised Persons have the opportunity to sell securities through the broker-dealer and receive normal and customary commissions and other types of compensation, for example, mutual fund 12b-1 fees or variable annuity trails. While these Supervised Persons endeavor at all times to put the interest of the clients first as part of PCA's fiduciary duty, clients should be aware that a conflict of interest exists to the extent that PCA or these individuals recommend the purchase of securities where such individuals receive commissions or other additional compensation as a result of such recommendations. This is because the receipt of commissions could represent an incentive for these Supervised Persons to recommend products based on the compensation received, rather than on a client's needs. However, if a client decides to purchase the recommended investment product(s), the client is not required to purchase it through these individuals and always has the option to purchase the investment product(s) through any broker, dealer or insurance agent of their choice.

Prior to effecting any transactions, the client will be required to enter into a new account agreement with any such broker-dealer. The brokerage commissions charged by the broker-dealer may be higher or lower than those charged by other broker-dealers.

Supervised Persons as Licensed Insurance Agents

Supervised Persons of PCA may also be licensed as insurance agents. In this capacity, they may offer fixed and variable life insurance products and receive normal and customary commissions as a result of any purchases made by clients. The client is under no obligation to purchase fixed or variable life insurance products through any Supervised Person of PCA on commissionable basis. In addition, each Supervised Person may receive other compensation such as fixed or variable life trails. The potential for receipt of commissions and other compensation when Supervised Persons of PCA act as an insurance agent gives them an incentive to recommend insurance products based on the compensation received, rather than the client's needs.

Incentive Awards

Supervised Persons of PCA may also receive incentive awards, partially based on the amount of assets under management that such Supervised Person can bring under PCA's management. This does not present a conflict of interest as these incentive awards are not based on the types of investments made or types or amount of products sold.

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

PCA does not provide any services for performance-based fees or engage in the side-by-side management of client accounts. Performance-based fees are fees that are based on a share of capital gains or capital appreciation of a client's account. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees. PCA's fees are calculated as described above in Item 5 - Fees and Compensation - and are not charged on the basis of a share of the capital gains upon, or capital appreciation of, the funds in a client's account.

Item 7. Types of Clients

PCA primarily provides its services to individuals, trusts, estates, businesses, non-for-profit organizations, fraternal organizations, charitable organizations, and institutional public fund accounts.

Engaging the Services of PCA

All clients wishing to engage PCA for investment management and/or advisory services must first complete the applicable *Agreement* as well as any other document or questionnaire provided by PCA. The *Agreement* describes the services and responsibilities of PCA to the client. It also outlines PCA's fee in detail.

In addition, clients must complete certain broker-dealer/custodial documentation as well as any documentation required by any *Independent Managers* or other service providers used. Upon completion of these documents, PCA will be considered engaged by the client. Clients will be responsible for ensuring that PCA is informed in a timely manner of changes in investment objectives and risk tolerance.

Minimum Account Size and/or Fee

As a condition for opening an account, PCA generally requires a minimum portfolio size of \$5,000. However, certain *Independent Managers* may impose more restrictive account requirements and varying billing practices than PCA. In such instances, PCA may alter its corresponding account requirements and/or billing practices to accommodate those of the *Independent Managers*.

Minimum Annual Fee – \$150.00 per year and is billed on a monthly basis.

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

A. Methods of Analysis and Investment Strategies

Methods of Analysis

PCA's primarily employs the following methods of investment analysis: fundamental, technical and cyclical.

- Fundamental analysis involves the fundamental financial condition and competitive position of a company. PCA will analyze the financial condition, capabilities of management, earnings, new products and services, as well as the company's markets and position amongst its competitors in order to determine the recommendations made to clients. The primary risk in using fundamental analysis is that while the overall health and position of a company may be good, market conditions may negatively impact the security.
- Technical analysis involves the analysis of past market data rather than specific company data in determining the recommendations made to clients. Technical analysis may involve the use of charts to identify market patterns and trends which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that PCA will be able to accurately predict such a reoccurrence.
- Cyclical analysis is similar to technical analysis in that it involves the analysis of market conditions at a macro (entire market/economy) or micro (company specific) level, rather than the overall fundamental analysis of the health of the particular company that PCA is recommending. The risks with cyclical analysis are similar to those of technical analysis.

Investment Strategies

PCA utilizes a "top-down" approach to evaluate the evolving economic environment and a wide variety of industry and business cycle variables to develop a short-term and long-term outlook for the markets. This analysis serves as the basis for making short-term modifications to our overall strategic asset allocation. These tactical changes allow us to enhance overall performance in an ever-changing environment. We provide clients with a choice of the following model portfolios:

- ***Capital Preservation:*** This portfolio primarily seeks the protection of principal with an emphasis on liquidity. Most appropriate for very short time horizons (1 year or less).
- ***Conservative Income:*** This portfolio seeks to create current income while attempting to minimize the effects of inflation on the portfolio. Appropriate for investors who are income-oriented yet are willing to accept a moderate level of risk.
- ***Stable Income:*** This portfolio seeks to create current income while attempting to minimize the impact of market fluctuations. Appropriate for those that are willing to accept the impact of some market fluctuations in return for higher income levels.
- ***Balanced:*** This portfolio seeks a balance of current income and growth of principal value. It uses a diverse asset allocation mix to maintain a moderate level of market risk.

- **Capital Appreciation:** This portfolio seeks higher levels of principal growth with little regard to current income. Good diversification is ensured through a broad mix of asset classes. Level of market risk is moderately high.
- **Aggressive Growth:** This portfolio seeks high levels of principal growth. It is made up of assets that have historically produced higher levels of return over long periods of time. Level of market risk is high.

Investing Involves Risk

Investing in securities involves risk of loss that each client should be prepared to bear. The value of a client's investment may be affected by one or more of the following risks, any of which could cause a client's portfolio return, the price of the portfolio's shares or the portfolio's yield to fluctuate:

- **Market Risk.** The value of portfolio assets will fluctuate as the stock or bond market fluctuates. The value of investments may decline, sometimes rapidly and unpredictably, simply because of economic changes or other events that affect large portions of the market.
- **Management Risk.** A client's portfolio is subject to management risk because it is actively managed by PCA's investment professionals. PCA will apply its investment techniques and risk analysis in making investment decisions for a client's portfolio, but there is no guarantee that these techniques and PCA's judgment will produce the intended results.
- **Quantitative Tools Risk.** Some of PCA's investment techniques may incorporate, or rely upon, quantitative models. There is no guarantee that these models will generate accurate forecasts, reduce risks or otherwise produce the intended results.
- **Interest Rate Risk.** Changes in interest rates will affect the value of a portfolio's investments in fixed-income securities. When interest rates rise, the value of investments in fixed-income securities tend to fall and this decrease in value may not be offset by higher income from new investments. Interest rate risk is generally greater for fixed-income securities with longer maturities or durations.
- **Credit Risk.** An issuer or guarantor of a fixed-income security, or the counterparty to a derivatives or other contract, may be unable or unwilling to make timely payments of interest or principal, or to otherwise honor its obligations. The issuer or guarantor may default causing a loss of the full principal amount of a security. The degree of risk for a particular security may be reflected in its credit rating. There is the possibility that the credit rating of a fixed-income security may be downgraded after purchase, which may adversely affect the value of the security. Investments in fixed-income securities with lower ratings tend to have a higher probability that an issuer will default or fail to meet its payment obligations.
- **Allocation Risk.** The allocation of investments among different asset classes may have a significant effect on portfolio value when one of these asset classes is performing more poorly than the others. As investments will be periodically reallocated, there will be transaction costs which may be, over time, significant. In addition, there is a risk that certain asset allocation decisions may not achieve the desired results and, as a result, a client's portfolio may incur significant losses.

- **Foreign (Non-U.S.) Risk.** A portfolio's investments in securities of non-U.S. issuers may involve more risk than those of U.S. issuers. These securities may fluctuate more widely in price and may be less liquid due to adverse market, economic, political, regulatory or other factors.
- **Emerging Markets Risk.** Securities of companies in emerging markets may be more volatile than those of companies in developed markets. By definition, markets, economies and government institutions are generally less developed in emerging market countries. Investment in securities of companies in emerging markets may entail special risks relating to the potential for social instability and the risks of expropriation, nationalization or confiscation. Investors may also face the imposition of restrictions on foreign investment or the repatriation of capital and a lack of hedging instruments.
- **Currency Risk.** Fluctuations in currency exchange rates may negatively affect the value of a portfolio's investments or reduce its returns.
- **Derivatives Risk.** Certain strategies involve the use of derivatives to create market exposure. Derivatives may be illiquid, difficult to price and leveraged so that small changes may produce disproportionate losses for a client's portfolio and may be subject to counterparty risk to a greater degree than more traditional investments. Because of their complex nature, some derivatives may not perform as intended. As a result, a portfolio may not realize the anticipated benefits from a derivative it holds or it may realize losses. Derivative transactions may create investment leverage, which may increase a portfolio's volatility and may require the portfolio to liquidate portfolio securities when it may not be advantageous to do so.
- **Capitalization Risk.** Investments in small- and mid-capitalization companies may be more volatile than investments in large-capitalization companies. Investments in small-capitalization companies may have additional risks because these companies have limited product lines, markets or financial resources.
- **Liquidity Risk.** Liquidity risk exists when particular investments are difficult to purchase or sell, possibly preventing you from selling out of such illiquid securities at an advantageous price. Derivatives and securities involving substantial market and credit risk also tend to involve greater liquidity risk.
- **Issuer Specific Risk.** The value of an equity security or debt obligation may decline in response to developments affecting the specific issuer of the security or obligation, even if the overall industry or economy is unaffected. These developments may comprise a variety of factors, including, but not limited to, management issues or other corporate disruption, political factors adversely affecting governmental issuers, a decline in revenues or profitability, an increase in costs, or an adverse effect on the issuer's competitive position.
- **Concentrated Portfolios Risk.** Certain investment strategies focus on particular asset classes, countries, regions, industries, sectors or types of investments. Concentrated portfolios are an aggressive and highly volatile approach to trading and investing. Concentrated portfolios hold fewer different stocks than a diversified portfolio and are much more likely to experience sudden dramatic prices swings. In addition, the rise or drop in price of any given holding is likely to have a larger impact on portfolio performance than a more broadly diversified portfolio.
- **Legal or Legislative Risk.** Legislative changes or court rulings may impact the value of investments or the securities' claim on the issuer's assets and finances.

B. Risks Associated with Investment Strategies and Methods of Analysis

Risks Associated with Investment Strategies

Similarly Managed Accounts

For certain clients, PCA may manage portfolios by allocating portfolio assets among various mutual funds /securities on a discretionary basis using one or more of recommended investment strategies (collectively referred to as “investment strategy”). In so doing, PCA buys, sells, exchanges and/or transfers shares of mutual funds / securities based upon the investment strategy.

PCA’s management using the investment strategy complies with the requirements of Rule 3a-4 of the Investment Company Act of 1940, as amended. Rule 3a-4 provides similarly managed accounts, such as the investment strategy, with a safe harbor from the definition of an investment company.

The investment strategy may involve an above-average portfolio turnover that could negatively impact upon the net after-tax gain experienced by an individual client. Securities in the investment strategy are usually exchanged and/or transferred without regard to a client’s individual tax ramifications. Certain investment opportunities that become available to PCA’s clients may be limited. For example, various mutual funds or insurance companies may limit the ability of PCA to buy, sell, exchange or transfer securities consistent with its investment strategy. As further discussed in response to Item 12B (below), PCA allocates investment opportunities among its clients on a fair and equitable basis.

Risks Associated with Methods of Analysis

Fundamental Analysis

Fundamental analysis, when used in isolation, has a number of risks:

- Information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock’s value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.
- The data used may be out of date.
- It ignores the influence of random events such as oil spills, product defects being exposed, acts of God and so on.
- It assumes that there is no monopolistic power over markets.
- The market may fail to reach expectations of perceived value.

Technical Analysis

The primary risk in using technical analysis is that spotting historical trends may not help predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that PCA will be able to accurately predict such a reoccurrence.

Cyclical Analysis

The primary risk in using cyclical analysis is that economic/business cycles may not be predictable and may have many fluctuations between long-term expansions and contractions. The lengths of economic cycles may be difficult to predict with accuracy and therefore, there is an attendant difficulty in predicting economic trends. Consequently, the changing value of securities would be affected by these changing trends.

C. Risks Associated with Specific Securities Utilized

Exchange Traded Funds (ETFs)

Shares of ETFs are listed on securities exchanges and transacted at negotiated prices in the secondary market. Generally, ETF shares trade at or near their most recent NAV, which is generally calculated at least once daily for indexed-based ETFs and more frequently for actively managed ETFs. However, certain inefficiencies may cause the shares to trade at a premium or discount to their pro rata NAV.

An ETF holds a portfolio of securities designed to track a particular market segment or index. Some examples of ETFs are SPDRs®, DIAMONDSsm, NASDAQ 100 Index Trading Stocksm (“QQQssm”), iShares® and VIPERS®.

ETFs are subject to risks similar to those of stocks. Investment returns will fluctuate and are subject to market volatility, so that when shares are sold they may be worth more or less than their original cost. ETF shares are bought and sold at market price (not NAV) and are not individually redeemed from the fund. There is also the risk that a manager may deviate from the stated investment mandate or strategy of the ETF which could make the holdings less suitable for a client’s portfolio. ETFs may also carry additional expenses based on their share of operating expenses and certain brokerage fees, which may result in the potential duplication of certain fees. In addition, while many ETFs are known for their potential tax efficiency and higher “qualified dividend income” (QDI) percentages, there are assets classes within these ETFs or holding periods that may not benefit. Shorter holding periods, as well as commodities and currencies that may be part of an ETF’s portfolio, may be considered “non-qualified” under certain tax code provisions.

There is also no guarantee that an active secondary market for such shares will develop or continue to exist. Generally, an ETF only redeems shares when aggregated as creation units (usually 50,000 shares or more). Therefore, if a liquid secondary market ceases to exist for shares of a particular ETF, a shareholder may have no way to dispose of such shares.

Equity Mutual Funds

The major risks associated with investing in equity mutual funds is similar to the risks associated with investing directly in equity securities, including market risk, which is the risk that investment returns will fluctuate and are subject to market volatility, so that an investor’s shares, when redeemed or sold, may be worth more or less than their original cost. Other risks include the quality and experience of the portfolio management team and its ability to create fund value by investing in securities that have positive growth, the amount of individual company diversification, the type and amount of industry diversification and the type and amount of sector diversification within specific industries. In addition, there is the risk that a manager may deviate from the stated investment mandate or strategy of the mutual fund which could make the holdings less suitable for a client’s portfolio. Also, mutual funds tend to be tax inefficient and therefore investors may pay capital gains taxes on fund investments while not having yet sold their shares in the fund. Mutual funds may also carry additional expenses based on their share of operating expenses and certain brokerage fees, which may result in the potential duplication of certain fees.

Fixed-Income Mutual Funds

In addition to the risks associated with investing in equity mutual funds, fixed-income mutual funds also have the following risks:

- **Interest Rate Risk.** The risk that the value of the fixed-income holding will decrease because of an increase in interest rates.
- **Liquidity Risk.** The inability to readily buy or sell an investment for a price close to the true underlying value of the asset due to a lack of buyers or sellers. While certain types of fixed-income securities are generally liquid (*e.g.*, corporate bonds), there are risks which may occur such as when an issue trading in any given period does not readily support buys and sells at an efficient price. Conversely, when trading volume is high, there is also the risk of not being able to purchase a particular issue at the desired price.
- **Credit Risk.** The potential risk that an issuer would be unable to pay scheduled interest or repay principal at maturity, sometimes referred to as “default risk.” Credit risk may also occur when an issuer’s ability to make payments of principal and interest when due is interrupted. This may result in a negative impact on all forms of debt instruments.
- **Reinvestment Risk.** With declining interest rates, investors may have to reinvest income or principal at a lower rate.
- **Duration Risk.** Duration is a measure of a bond’s volatility, expressed in years to be repaid by its internal cash flow (interest payments). Bonds with longer durations carry more risk and have higher price volatility than bonds with shorter durations.

Indexed Mutual Funds

Indexed Funds have the potential to be affected by “tracking error risk” which means a deviation from a stated benchmark index. Since the core of a portfolio may attempt to closely replicate a benchmark, the source of the tracking error (deviation) may come from a “sample index” that may not closely align the benchmark. In addition, while many index mutual funds are known for their potential tax efficiency and higher “qualified dividend income” (QDI) percentages, there are assets classes within these funds or holding periods that may not benefit. Shorter holding periods, as well as commodities and currencies that may be part of a fund’s portfolio, may be considered “non-qualified” under certain tax code provisions.

Note that there may be other circumstances not described here that could adversely affect a client’s investment and prevent their portfolio from reaching its objective.

Item 9. Disciplinary Information

PCA is required to disclose the facts of any legal or disciplinary events that are material to a client’s evaluation of its advisory business or the integrity of management. PCA does not have any required disclosures to this Item.

Item 10. Other Financial Industry Activities and Affiliations

PCA is required to disclose any relationship or arrangement that is material to its advisory business or to its clients with certain related persons. PCA has described such relationships and arrangements below.

A. Broker-Dealer Registration and Registered Representatives

PCA is not registered, nor does it have an application pending to register, as a broker-dealer.

Certain of PCA's *Supervised Persons*, in their individual capacities, are also registered representatives with various FINRA-registered broker-dealers, and in such capacity, may recommend, on a fully-disclosed commission basis, the purchase of certain investment products. While PCA does not sell any commissionable investment products to its investment advisory clients, PCA does permit its *Supervised Persons*, in their individual capacities as registered representatives, to sell investment products to its investment advisory clients. A conflict of interest exists to the extent that PCA recommends the purchase of investment products where PCA's *Supervised Persons* receive commissions or other additional compensation.

To the extent that clients wish one or more of these individuals to implement any recommendations made by PCA, the purchase or sale of any securities in conjunction with the implementation of such recommendations is made through one or more of these broker-dealers. Clients are free, however, to implement PCA's recommendations through any broker-dealer that they choose. The receipt of commissions for recommended products could represent an incentive for these individuals to recommend products that pay a commission over other products, therefore creating a conflict of interest. Additionally, if a client implements the recommendation through these individuals, the client may be limited to those products or services available through these broker-dealers.

Commissions earned may be higher or lower at these broker-dealers than other broker-dealers. Notwithstanding the fact that these individuals are registered representatives of such broker-dealers, each of these Investment Advisor Representatives is solely responsible for the investment advice rendered. PCA's advisory services are provided separately and independently of these broker-dealers.

B. Futures and Commodity Registration

PCA is not registered, nor does it have an application pending to register, as a futures commission merchant, commodity pool operator or a commodity trading advisor. No management person is registered, nor does any management person have an application pending to register, as an associated person of a futures commission merchant, commodity pool operator or a commodity trading advisor.

C. Financial Industry Affiliations

Licensed Insurance Producers

Certain of PCA's *Supervised Persons*, in their individual capacities, are also licensed insurance agents with various insurance companies, and in such capacity, may recommend, on a fully-disclosed commission basis, the purchase of certain insurance products. While PCA does not sell such insurance products to its investment advisory clients, PCA does permit its *Supervised Persons*, in their individual capacities as licensed insurance agents, to sell insurance products to its investment advisory clients. A conflict of interest exists to the extent that PCA recommends the purchase of insurance products where PCA's *Supervised Persons* receive insurance commissions or other additional compensation.

Referrals to Related Certified Public Accountants

PCA does not render legal or estate planning services to its clients. Certain of PCA's *Supervised Persons*, in their individual capacities, may recommend the services of an outside legal estate planning specialist to its clients. A conflict of interest exists to the extent that PCA recommends legal and estate planning services where PCA's *Supervised Persons* may receive any fees or additional compensation, referral or otherwise.

Item 11. Code of Ethics

PCA and persons associated with PCA ("*Associated Persons*") are permitted to buy or sell securities that it also recommends to clients consistent with PCA's policies and procedures.

PCA has adopted a Code of Ethics that sets forth the standards of conduct expected of its *Associated Persons* and requires compliance with applicable securities laws. In accordance with Section 204-A of the Investment Advisers Act of 1940 (the "*Advisers Act*"), its *Code of Ethics* contains written policies reasonably designed to prevent the unlawful use of material non-public information by PCA or any of its *Associated Persons*. The *Code of Ethics* also requires that certain of PCA's personnel (called "*Access Persons*") report their personal securities holdings and transactions and obtain pre-approval of certain investments such as initial public offerings and limited offerings.

Unless specifically permitted in PCA's *Code of Ethics*, none of PCA's *Access Persons* may effect for themselves or for their immediate family (i.e., spouse, minor children, and adults living in the same household as the *Access Person*) any transactions in a security which is being actively purchased or sold, or is being considered for purchase or sale, on behalf of any of PCA's clients.

When PCA is purchasing or considering for purchase any security on behalf of a client, no *Access Person* may effect a transaction in that security prior to the completion of the purchase or until a decision has been made not to purchase such security. Similarly, when PCA is selling or considering the sale of any security on behalf of a client, no *Access Person* may effect a transaction in that security prior to the completion of the sale or until a decision has been made not to sell such security. These requirements are not applicable to: (i) direct obligations of the Government of the United States; (ii) money market instruments, bankers' acceptances, bank certificates of deposit, commercial paper, repurchase agreements and other high quality short-term debt instruments, including repurchase agreements; (iii) shares issued by mutual funds or money market funds; and (iv) shares issued by unit investment trusts that are invested exclusively in one or more mutual funds. Clients and prospective clients may contact PCA to request a copy of its *Code of Ethics*.

Item 12. Brokerage Practices

A. Brokerage Selection

As discussed above, in Item 5, PCA generally recommends that clients utilize the brokerage and clearing services of multiple custodians, including, but not limited to, *TD Ameritrade*, *Fidelity* and *U.S. Bank*. Clients enter into a separate agreement with the custodian chosen by them and transactions are executed through the broker appointed by them. PCA does not have discretion over the choice of broker-dealer and does not participate in the selection of the broker for each client's account.

Best Execution

Best execution has been defined by the SEC as the “execution of securities transactions for clients in such a manner that the client’s total cost or proceeds in each transaction is the most favorable under the circumstances.” In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a *Financial Institution’s* services, including among others, the value of research provided, execution capability, commission rates, and responsiveness.

The commissions paid by PCA’s clients comply with PCA’s duty to obtain “best execution.” When placing portfolio transactions for client accounts, PCA’s primary objective is to obtain the best price and best execution, taking into account the costs, promptness of execution and other qualitative considerations.

Broker Analysis

PCA evaluates a wide range of criteria in seeking the most favorable price and market for the execution of transactions. These include the broker-dealer’s trading costs, efficiency of execution and error resolution, financial strength and stability, capability, positioning and distribution capabilities, information in regard to the availability of securities, trading patterns, statistical or factual information, opinion pertaining to trading and prior performance in serving PCA.

Also in consideration is such broker-dealers’ provision or payment of the costs of research and other investment management-related services (the provisional payment of such costs by brokers are referred to as payment made by “soft dollars”, as further discussed in the “Research/Soft Dollars Benefits” section immediately below). Accordingly, if PCA determines in good faith that the amount of trading costs charged by a broker-dealer is reasonable in relation to the value of the brokerage and research or investment management-related services provided by such broker, the client may pay trading costs to such broker in an amount greater than the amount another broker might charge.

PCA is responsible for continuously monitoring and evaluating the performance and execution capabilities of brokers that transact orders for our client accounts to ensure consistent quality executions. PCA periodically and systematically reviews its policies and procedures regarding its recommendation of *Financial Institutions* in light of its duty to obtain best execution.

Research/Soft Dollar Benefits

As stated above, PCA utilizes the services of the multiple broker-dealers, including, but not limited to, *TD Ameritrade*, *Fidelity*, and *U.S. Bank*. While there is no direct linkage between the investment advice given to clients and PCA’s use of these broker-dealers, economic benefits are received by PCA (e.g., benefits that PCA does not pay for), which would not otherwise be received if PCA did not direct client trades to these broker-dealers. While PCA is not affiliated with these broker-dealers, they may provide PCA with access to its institutional trading and operations services, which are typically not available to retail investors. These services may include research, brokerage, custody, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.

These broker-dealers may also make available to PCA other products and services that benefit PCA, but may not benefit its clients’ accounts. Some of these other products and services assist PCA in managing and administering clients’ accounts. These include software and other technology that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts),

provide research, pricing information and other market data, facilitate payment of PCA's fees from its clients' accounts, and assist with back-office support, record keeping and client reporting. Many of these services generally may be used to service all or a substantial number of PCA's accounts, including accounts not maintained at the specific broker-dealer that is offering this particular service. These broker-dealers also provide PCA with other services intended to help PCA manage and further develop its business enterprise. These services may include consulting, publications, conferences and presentations on practice management, information technology, business succession, regulatory compliance, and marketing. In addition, these broker-dealers may make available, arrange and/or pay for these types of services to PCA by independent third parties. These broker-dealers may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to PCA.

While as a fiduciary PCA endeavors to act in its clients' best interests, PCA's recommendation that clients maintain their assets in accounts with certain broker-dealers may be based in part on the benefit to PCA of the availability of some of the foregoing products and services and not solely on the nature, cost or quality of custody and brokerage provided by these broker-dealers which may create a conflict of interest.

Directed Brokerage

PCA Directed Brokerage

PCA does not have the discretionary authority to determine the broker-dealer to be used. As stated above, clients in need of brokerage will have one or more broker-dealers recommended to them. While there is no direct linkage between the investment advice given and usage of these broker-dealers, economic benefits are received which would not be received if New PCA did not give investment advice to clients (please see additional disclosures in the "Research/Soft Dollars Benefits" section directly above). PCA does not participate in any transaction fees or a commission paid to the broker dealer or custodian and does not receive any fees or commissions for the opening or maintenance of client accounts at recommended brokers.

Not all investment advisers require their clients to direct brokerage. PCA is required to disclose that by directing brokerage, PCA may not be able to achieve most favorable execution of client transactions and that this practice may cost clients more money.

Client Directed Brokerage

The client may direct PCA in writing to use a particular *Financial Institution* to execute some or all transactions for the client. In that case, the client will negotiate terms and arrangements for the account with that *Financial Institution*, and PCA will not seek better execution services or prices from other *Financial Institutions* or be able to "batch" client transactions for execution through other *Financial Institutions* with orders for other accounts managed by PCA (as described below). As a result, the client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case. Subject to its duty of best execution, PCA may decline a client's request to direct brokerage if, in PCA's sole discretion, such directed brokerage arrangements would result in additional operational difficulties.

As a general rule, PCA encourages each client to compare the possible costs or disadvantages of directed brokerage against the value of custodial or other services provided by the broker to the client in exchange for the directed brokerage designation.

B. Trade Aggregation/Allocation

Transactions for each client generally will be effected independently, unless PCA decides to purchase or sell the same securities for several clients at approximately the same time. PCA may (but is not obligated to) combine or “batch” such orders to obtain best execution, to negotiate more favorable commission rates, or to allocate equitably among PCA’s clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will generally be averaged as to price and allocated among PCA’s clients pro rata to the purchase and sale orders placed for each client on any given day. To the extent that PCA determines to aggregate client orders for the purchase or sale of securities, including securities in which PCA’s *Supervised Persons* may invest, PCA generally does so in accordance with applicable rules promulgated under the Advisers Act and no-action guidance provided by the staff of the SEC. PCA does not receive any additional compensation or remuneration as a result of the aggregation. In the event that PCA determines that a prorated allocation is not appropriate under the particular circumstances, the allocation will be made based upon other relevant factors, which may include: (i) when only a small percentage of the order is executed, shares may be allocated to the account with the smallest order or the smallest position or to an account that is out of line with respect to security or sector weightings relative to other portfolios, with similar mandates; (ii) allocations may be given to one account when one account has limitations in its investment guidelines which prohibit it from purchasing other securities which are expected to produce similar investment results and can be purchased by other accounts; (iii) if an account reaches an investment guideline limit and cannot participate in an allocation, shares may be reallocated to other accounts (this may be due to unforeseen changes in an account’s assets after an order is placed); (iv) with respect to sale allocations, allocations may be given to accounts low in cash; (v) in cases when a pro rata allocation of a potential execution would result in a *de minimis* allocation in one or more accounts, PCA may exclude the account(s) from the allocation; the transactions may be executed on a pro rata basis among the remaining accounts; or (vi) in cases where a small proportion of an order is executed in all accounts, shares may be allocated to one or more accounts on a random basis.

Consistent with obtaining best execution, brokerage transactions may be directed to certain broker-dealers in return for investment research products and/or services which assist PCA in its investment decision-making process. Such research generally will be used to service all of PCA’s clients, but brokerage commissions paid by one client may be used to pay for research that is not used in managing that client’s portfolio. The receipt of investment research products and/or services as well as the allocation of the benefit of such investment research products and/or services poses a conflict of interest because PCA does not have to produce or pay for the products or services.

Item 13. Review of Accounts

For those clients to whom PCA provides asset management services, PCA monitors those portfolios as part of an ongoing process while regular account reviews are conducted on at least a quarterly basis. For those clients to whom PCA provides financial planning, investment advisory and/or consulting services, reviews are conducted on an “as needed” or “as requested” basis. Such reviews are conducted by one of PCA’s Investment Adviser Representatives. All clients are encouraged to discuss their needs, goals, and objectives with their Investment Adviser Representative and subsequently PCA and to keep PCA informed of any changes thereto. This individual, on behalf of PCA, contacts ongoing clients at least annually to review its previous services and/or

recommendations and to discuss the impact resulting from any changes in the client's financial situation and/or investment objectives.

Unless otherwise agreed upon, clients are provided with transaction confirmation notices and regular summary account statements directly from the broker-dealer or custodian for the client accounts. Those clients to whom PCA provides asset management services will also receive a report from PCA that may include such relevant account and/or market-related information such as an inventory of account holdings and account performance as clients may request from time to time. Clients should compare the account statements they receive from their custodian with those they receive from PCA.

Those clients to whom PCA provides financial planning services will not receive either written or oral reports regarding their Financial Plans unless they enter into a subsequent written agreement with PCA for post-Financial Plan services, which include additional meeting and/or updates to the existing financial plan.

Item 14. Client Referrals and Other Compensation

A. Economic Benefits

PCA does not receive any economic benefits such as sales awards or other prizes from any non-client for providing investment advisory services to the firm's clients.

B. Client Referral

If a client is introduced to PCA by either an unaffiliated or an affiliated (a PCA employee, officer, director, and/or representative) solicitor, PCA may pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Advisers Act and any corresponding state securities law requirements. Any such referral fee is paid solely from PCA's investment management fee, and does not result in any additional charge to the client. If the client is introduced to PCA by an unaffiliated solicitor, the solicitor provides the client with a copy of PCA's written disclosure brochure which meets the requirements of Rule 204-3 of the Advisers Act and a copy of the solicitor's disclosure statement containing the terms and conditions of the solicitation arrangement including compensation. Any affiliated solicitor of PCA discloses the nature of his/her relationship to prospective clients at the time of the solicitation and will provide all prospective clients with a copy of PCA's written disclosure brochure at the time of the solicitation.

Item 15. Custody

PCA's *Agreement* and/or the separate agreement with any *Financial Institution* may authorize PCA through such *Financial Institution* to debit the client's account for the amount of PCA's advisory fee and to directly remit that management fee to PCA in accordance with applicable custody rules.

The *Financial Institutions* recommended by PCA have agreed to send a statement to the client, at least quarterly, indicating all amounts disbursed from the account including the amount of management fees paid directly to PCA. In addition, as discussed in Item 13, PCA may also provide periodic supplemental reports to clients. Clients should carefully review the statements sent directly by the *Financial Institutions* and compare them to those received from PCA.

Item 16. Investment Discretion

PCA is generally given the authority to exercise discretion on behalf of its asset management clients. PCA is considered to exercise investment discretion over a client's account if it can effect transactions for the client without first having to seek the client's consent. PCA is given this authority through a power-of-attorney included in the *Agreement* between PCA and the client. Clients may request a limitation on this authority (such as certain securities not to be bought or sold). PCA takes discretion over the following activities:

- The securities to be purchased or sold;
- The amount of securities to be purchased or sold;
- When transactions are made; and
- The *Independent Managers* to be hired or fired.

Item 17. Voting Client Securities

Proxy Voting

PCA does not vote proxies on behalf of its clients. Therefore, although PCA may provide discretionary investment advisory services relative to client investment assets, it is the client that maintains exclusive responsibility for: (i) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted and (ii) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceeding or other type events pertaining to the client's investment assets. PCA 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. Clients can contact Clinton S. Pelfrey, Chief Investment Officer, at (440) 471-0345, if they have questions regarding a particular solicitation.

For clients invested with *Independent Managers*, such *Independent Managers* may vote proxies on behalf of clients. In the event an *Independent Manager* does indeed have a policy to vote proxies, clients maintain exclusive responsibility to: 1) direct the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted; and 2) make any elections pertaining to the client's investment assets.

Legal Proceedings

Although PCA may have discretion over client accounts, it will not be responsible for handling client claims in class action lawsuits or similar settlements involving securities owned by the client. Clients will receive the paperwork for such claims directly from their account custodians. Each client should verify with their custodian or other account administrator whether such claims are being made on the client's behalf by the custodian or if the client is expected to file such claims directly.

Item 18. Financial Information

A. Prepayment of Fees

Because PCA does not require or accept prepayment of more than \$1,200 in fees six months or more in advance, PCA is not required to include a balance sheet with this disclosure brochure.

B. Financial Condition

PCA does not have any adverse financial conditions to disclose.

C. Bankruptcy

PCA has never been the subject of a bankruptcy petition.

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