



## **AFG Fiduciary Services Limited Partnership**

### **Form ADV Part 2A – Disclosure Brochure**

**Effective: December 31, 2020**

This Form ADV 2A ("Disclosure Brochure") provides information about the qualifications and business practices of AFG Fiduciary Services Limited Partnership ("AFG" or the "Advisor"). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (781) 741-2540.

AFG is a registered investment advisor with the U.S. Securities and Exchange Commission ("SEC"). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information about AFG to assist you in determining whether to retain the Advisor.

Additional information about AFG and its Advisory Persons is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 309943.

**AFG Fiduciary Services Limited Partnership**  
**2 Essington Drive, Hingham, MA 02043**  
**Phone: (781) 741-2540 | Fax: (781) 741-2541**

## Item 2 – Material Changes

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Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplements")*. The Disclosure Brochure provides information about a variety of topics relating to an advisor's business practices and conflicts of interest. The Brochure Supplements provide information about Advisory Persons of AFG. For convenience, the Advisor has combined these documents into a single disclosure document.

AFG believes that communication and transparency are the foundation of its relationship with clients and will continually strive to provide you with complete and accurate information at all times. AFG encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

### Material Changes

AFG is a new registered investment advisor. This is the initial filing of the Disclosure Brochure.

### Future Changes

From time to time, the Advisor may amend this Disclosure Brochure to reflect changes in business practices, changes in regulations or routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to you annually and if a material change occurs in the business practices of AFG.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 309943. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at (781) 741-2540.

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## **Item 4 – Advisory Services**

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### **A. Firm Information**

AFG Fiduciary Services Limited Partnership (“AFG” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). AFG is organized as a limited partnership organized under the laws of the Commonwealth of Massachusetts. AFG was founded in June 2020 and became a registered investment advisor in September 2020. The General Partner of AFG is AFG GP LLC. Brian M. Kenney is the Principal Officer of AFG. This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by AFG.

### **B. Advisory Services Offered**

AFG offers advisory services to individuals, high net worth individuals, families, trusts, estates, businesses and retirement plans (each referred to as a “Client”).

The Advisor serves as a fiduciary to Clients, as defined under the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. AFG’s fiduciary commitment is further described in the Advisor’s Code of Ethics. For more information regarding the Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

AFG provides a holistic approach to its wealth advisory services. Client engagements typically include comprehensive financial planning and investment management services as described below. Services are tailored to the unique needs of each Client.

#### Investment Management Services

AFG provides customized wealth management solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and planning services. AFG works closely with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create an investment strategy. AFG customizes its investment management services for its Clients. Portfolios may be constructed using open-end mutual funds, exchange-traded funds (“ETFs”), individual equity securities and or individual fixed income securities. For certain Clients, the Advisor may utilize tax-free municipal bonds and other types of investments. For certain Clients, the Advisor may employ leveraged ETFs and or the short-term use of margin. For mutual funds, the Advisor selects active and passive managers and will seek institutional share classes when available.

AFG’s investment approach is primarily long-term investment focused, but the Advisor may buy, sell or re-allocate positions that have been held for less than one year to meet the objectives of the Client or due to market conditions. AFG will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

At no time will AFG accept or maintain custody of a Client’s funds or securities, except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the advisory agreement, please see Item 12 – Brokerage Practices.

#### Financial Planning Services

AFG will typically provide a variety of financial planning and consulting services to Clients either as a component of wealth management services or as a separate service, pursuant to the terms of the agreement with the Client. Services are offered in several areas of a Client’s financial situation, depending on their goals and objectives. Generally, such financial planning services involve preparing a formal financial plan or rendering a specific financial consultation based on the Client’s financial goals and objectives. This planning or consulting may encompass one or more areas of need, including but not limited to, investment planning, retirement planning, personal savings, education savings, insurance needs, and other areas of a Client’s financial situation.

A financial plan developed for, or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example,

recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs.

In certain circumstances, AFG may also refer Clients to an accountant, attorney or other specialist, as appropriate for the Client's unique situation. For certain financial planning engagements, the Advisor will generally provide a written report that contains observations and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six (6) months of contract date, assuming all information and documents requested are provided promptly.

Financial planning recommendations pose a conflict between the interests of the Advisor and the interests of the Client. For example, the Advisor has an incentive to recommend that Clients engage the Advisor for investment management services or to increase the level of investment assets with the Advisor, as it would increase the amount of advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to implement the transaction through the Advisor.

#### Retirement Plan Advisory Services

AFG provides retirement plan advisory services on behalf of the retirement plans (each a "Plan") and the company (the "Plan Sponsor"). The Advisor's retirement plan advisory services are designed to assist the Plan Sponsor in meeting its fiduciary obligations to the Plan and its Plan Participants. Each engagement is customized to the needs of the Plan and Plan Sponsor. Services generally include:

- Vendor Analysis
- Plan Participant Enrollment and Education Tracking
- Investment Policy Statement ("IPS") Design and Monitoring
- Investment Oversight Services (ERISA 3(21))
- Discretionary Investment Management (ERISA (3(38)))
- Performance Reporting
- Ongoing Investment Recommendation and Assistance

These services are provided by AFG serving in the capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In accordance with ERISA Section 408(b)(2), the Plan Sponsor is provided with a written description of AFG's fiduciary status, the specific services to be rendered and all direct and indirect compensation the Advisor reasonably expects under the engagement.

#### **C. Client Account Management**

Prior to engaging AFG to provide advisory services, each Client is required to enter into one or more agreements with the Advisor that define the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Strategy – AFG will develop a strategy that seeks to achieve the Client's goals and objectives.
- Asset Allocation – AFG will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.
- Portfolio Construction – AFG will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – AFG will provide investment management and ongoing oversight of the Client's investment portfolio.

#### **D. Wrap Fee Programs**

AFG does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by AFG.

## **E. Assets Under Management**

AFG is a new registered investment advisor. Asset information will be updated with the Advisor's next filing of this Disclosure Brochure. Clients may request more current information at any time by contacting the Advisor.

## **Item 5 – Fees and Compensation**

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The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into one or more written agreements with the Advisor.

### **A. Fees for Advisory Services**

#### Investment Management Services

Investment advisory fees are paid monthly, in advance of each month, pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior month. Investment advisory fees range from 0.50% to 1.50% annually based on several factors, including: the scope and complexity of the services to be provided; the level of assets to be managed; and the overall relationship with the Advisor. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions and other complexities may be charged a higher fee.

The investment advisory fee in the first month of service is prorated from the inception date of the account[s] to the end of the first month. Fees may be negotiable at the sole discretion of the Advisor. The Client's fees will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by AFG will be independently valued by the Custodian. AFG will not have the authority or responsibility to value portfolio securities.

The Advisor's fee is exclusive of, and in addition to any applicable securities transaction and custody fees, and other related costs and expenses described in Item 5.C below, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

Clients may make additions to and withdrawals from their account[s] at any time, subject to AFG's right to terminate an account. Additions may be in cash or securities provided that AFG reserves the right to liquidate any transferred securities or decline to accept particular securities into a Client's account[s]. Clients may withdraw account assets on notice to AFG, subject to the usual and customary securities settlement procedures. However, AFG designs its portfolios as long-term investments and the withdrawal of assets may impair the achievement of a Client's investment objectives. AFG 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 fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax ramifications.

#### Financial Planning Services

AFG may include financial planning as part of its overall investment advisory services or as a separate stand-alone engagement. For separate engagements, AFG offers financial planning services on either an hourly basis or a fixed engagement fee. Hourly engagements are billed at a rate of up to \$300 per hour. Fixed engagements are negotiated based on the expected number of hours to complete the engagement at the Advisor's hourly rate. Fees may be negotiable at the sole discretion of the Advisor, depending on the nature and complexity of services to be provided. An estimate for total hours and/or costs will be provided to the Client prior to engaging for these services.

#### Retirement Plan Advisory Services

Fees for retirement plan advisory services are charged an annual asset-based fee of up to 1.00%, billed either monthly or quarterly (the Billing Period"), pursuant to the terms of the retirement plan advisory agreement. Retirement plan advisory fees are based on the market value of assets under management.

### **B. Fee Billing**

#### Investment Management Services

Investment advisory fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the beginning of each month. The amount due is calculated by applying the monthly rate (annual rate divided by 12) to the total assets under management with AFG at the end of the prior month. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the

investment advisory fee. Clients are urged to also review the statement provided by the Custodian, as the Custodian does not perform a verification of fees. Clients provide written authorization permitting advisory fees to be deducted by AFG to be paid directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

#### Financial Planning Services

Fees for hourly and fixed fee financial planning engagements may be invoiced up to 50% upon execution of the financial planning agreement with the balance due upon completion of the engagement deliverable[s]. Certain Clients may have their financial planning fees included with their overall investment advisory fees.

#### Retirement Plan Advisory Services

Retirement plan advisory fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan, pursuant to the terms of the retirement plan advisory agreement. Fees are calculated either in advance of or at the end of the Billing Period.

### **C. Other Fees and Expenses**

Clients may incur certain fees or charges imposed by third parties, other than AFG, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution fees charged by the Custodian, as applicable. The Advisor's recommended Custodian does not charge securities transaction fees for ETF and equity trades in a Client's account, provided that the account meets the terms and conditions of the Custodian's brokerage requirements. However, the Custodian typically charges for mutual funds and other types of investments. The fees charged by AFG are separate and distinct from these custody and execution fees.

In addition, all fees paid to AFG for investment advisory services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client may be able to invest in these products directly, without the services of AFG, but would not receive the services provided by AFG which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by AFG to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

### **D. Advance Payment of Fees and Termination**

#### Investment Management Services

AFG is compensated for its investment advisory services in advance of the month in which investment advisory services are rendered. Either party may terminate the investment advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the investment advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Advisor will refund any unearned, prepaid fees from the effective date of termination to the end of the month. The Client's investment advisory agreement with the Advisor is non-transferable without the Client's prior consent.

#### Financial Planning Services

AFG may be partially compensated for its financial planning services in advance of the engagement. Either party may terminate the financial planning agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the financial planning agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be responsible for planning fees based on the hours incurred or in the event of a fixed fee, the percentage of the engagement completed. Upon termination, the Advisor will refund any unearned, prepaid fees. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.



#### Retirement Plan Advisory Services

AFG may compensated for its retirement plan advisory services in advance of the Billing Period. Either party may terminate the retirement plan advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the retirement plan advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Advisor will refund any unearned, prepaid fees from the effective date of termination to the end of the Billing Period. The Client's retirement plan advisory agreement with the Advisor is non-transferable without the Client's prior consent.

#### **E. Compensation for Sales of Securities**

AFG does not buy or sell securities and does not receive any compensation for securities transactions in any Client account, other than the investment advisory fees noted above.

Advisory Persons of AFG are also Registered Representatives of Purshe Kaplan Sterling Investments, Inc. ("PKS"), a securities broker-dealer, and a member of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC"). In one's separate capacity as a Registered Representative of PKS, an Advisory Person will implement securities transactions under PKS and not through AFG. In such instances, an Advisory Person will receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products. Compensation earned by an Advisory Person in one's capacity as a Registered Representative is separate from and in addition to advisory fees. This practice presents a conflict of interest because Advisory Persons who are Registered Representative have an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on Client needs. Clients are not obligated to implement any recommendation provided by the Advisor nor Advisory Persons. Neither the Advisor nor Advisory Persons will earn ongoing investment advisory fees in connection with any products or services implemented in the Advisory Person's separate capacity as a Registered Representative. Please see Item 10 below.

Certain Advisory Persons are also licensed as independent insurance professionals. As an independent insurance professional, an Advisory Person will earn commission-based compensation for selling insurance products, including insurance products they sell to Clients. Insurance commissions earned by an Advisory Person are separate and in addition to AFG's advisory fees. This practice presents a conflict of interest as there is an incentive to recommend insurance products to Clients for the purpose of generating commissions rather than solely based on Client needs. However, Clients are under no obligation, contractually or otherwise, to purchase insurance products through our Advisory Persons. Please see Item 10 below.

#### **Item 6 – Performance-Based Fees and Side-By-Side Management**

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AFG does not charge performance-based fees for its investment advisory services. The fees charged by AFG are as described in Item 5 above and are not based upon the capital appreciation of the funds or securities held by any Client.

AFG does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

#### **Item 7 – Types of Clients**

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AFG offers investment advisory services to individuals, high net worth individuals, families, trusts, estates, businesses and retirement plans. The amount of each type of Client is available on the Advisor's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor. AFG generally does not impose a minimum size for establishing a relationship. However, certain investments and strategies may require certain minimums for effective implementation.

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

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##### **A. Methods of Analysis**

AFG primarily employs fundamental analysis in developing investment strategies for its Clients. Research and analysis from AFG are derived from numerous sources, including financial media companies, third-party



research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

*Fundamental analysis* utilizes economic and business indicators as investment selection criteria. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

As noted above, AFG generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. AFG will typically hold all or a portion of a security for more than a year but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, AFG may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

## **B. Risk of Loss**

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. AFG will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

While the methods of analysis help the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. The Advisor shall rely on financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Following are some of the risks associated with the Advisor's investment approach:

### Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

### Mutual Fund Risks

The performance of mutual funds is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

### Margin Borrowings

The use of short-term margin borrowings may result in certain additional risks to a Client. For example, if securities pledged to brokers to secure a Client's margin accounts decline in value, the Client could be subject to a "margin call", pursuant to which it must either deposit additional funds with the broker or be the subject of mandatory liquidation of the pledged securities to compensate for the decline in value.

**Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.**

## **Item 9 – Disciplinary Information**

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**There are no legal, regulatory or disciplinary events involving AFG or its owner.** AFG values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider with whom the Client engages. The backgrounds of the Advisor and its Advisory Persons are available on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 309943.

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

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### Broker-Dealer Affiliation

Advisory Persons are also Registered Representatives of PKS conducting business under the name AFG. In one's separate capacity as a Registered Representative, an Advisory Person will receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by an Advisory Person in their separate capacity. Neither AFG nor an Advisory Person will earn ongoing investment advisory fees in connection with any services implemented in one's separate capacity as a Registered Representative. Under supervision by PKS, PKS may have access to certain confidential information of the Client, including, but not limited to financial information, investment objectives, transactions and holdings information.

### Insurance Agency Affiliations

As noted in Item 5, certain Advisory Persons are also licensed insurance professionals. Implementations of insurance recommendations are separate and apart from one's role with the Advisor. As an insurance professional, an Advisory Person will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Advisory Persons are not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by An Advisory Person or the Advisor.

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

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### **A. Code of Ethics**

AFG has implemented a Code of Ethics (the "Code") that defines the Advisor's fiduciary commitment to each Client. This Code applies to all persons associated with AFG ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding AFG's duties to each Client. AFG and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of AFG associates to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at (781) 741-2540.

### **B. Personal Trading with Material Interest**

AFG allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. AFG does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund or advise an investment company. AFG does not have a material interest in any securities traded in Client accounts.

### **C. Personal Trading in Same Securities as Clients**

AFG allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities, AFG recommends (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, AFG must disclose to Clients and mitigate through policies and procedures. As noted above, the Advisor has adopted a Code of Ethics, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, employees of AFG have a conflict of interest if trading in the same securities. The fiduciary

duty to act in the best interest of its Clients can be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by AFG requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer ("CCO") or delegate. The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

#### **D. Personal Trading at Same Time as Client**

While AFG allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterward. **At no time will any associated person of AFG, transact in any security to the detriment of any Client.**

### **Item 12 – Brokerage Practices**

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#### **A. Recommendation of Custodian[s]**

AFG does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the "Custodian") to safeguard Client assets and authorize AFG to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, AFG does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis. Where AFG does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by AFG and will not incur any extra fee or cost associated with using a broker-dealer/custodian not recommended by the Advisor. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. AFG may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, its reputation, and/or the location of the Custodian's offices. AFG will generally recommend that Clients establish their account[s] with Fidelity Clearing & Custody Solutions, a related entity of Fidelity Investments, Inc. (collectively "Fidelity"). Fidelity will serve as the Client's "qualified custodian". AFG maintains an institutional relationship with Fidelity, whereby the Advisor receives economic benefits from Fidelity. Please see Item 14 below.

Following are additional details regarding the brokerage practices of the Advisor:

**1. Soft Dollars** - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with the broker-dealer/custodian in exchange for research and other services. **AFG does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian but does receive economic benefits from Fidelity. Please see Item 14 below.**

**2. Brokerage Referrals** - AFG does not receive any compensation from any third party in connection with the recommendation for establishing an account.

**3. Directed Brokerage** - All Clients are serviced on a "directed brokerage basis", where AFG will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s] at the Custodian. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). AFG will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

#### **B. Aggregating and Allocating Trades**

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. AFG will execute its transactions through the Custodian. AFG may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must 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.

## **Item 13 – Review of Accounts**

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### **A. Frequency of Reviews**

Securities in Client accounts are monitored on a regular and continuous basis by Advisory Persons of AFG and periodically by the CCO. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client. Clients are offered an annual financial plan, subject to scope of their agreement with the Advisor.

### **B. Causes for Reviews**

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more or less frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify AFG if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

### **C. Review Reports**

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

## **Item 14 – Client Referrals and Other Compensation**

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### **A. Compensation Received by AFG**

AFG may refer Clients to various third parties to provide certain financial services necessary to meet the goals of its Clients. Likewise, AFG may receive referrals of new Clients from a third-party. However, AFG and certain Supervised Persons do receive compensation and other economic benefits from PKS as detailed in Item 10 above.

#### Participation in Institutional Advisor Platform

AFG has established an institutional relationship with Fidelity to assist the Advisor in managing Client account[s]. The Advisor receives access to software and related support as part of its relationship with Fidelity. The software and related systems support may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a Custodian creates a conflict of interest since these benefits may influence the Advisor's recommendation of the Custodian over one that does not furnish similar software, systems support, or services.

Additionally, the Advisor may receive the following benefits from Fidelity: reimbursement to Clients for transfer costs to the platform/custodian; financing services; receipt of duplicate Client confirmations and bundled duplicate statements; access to a trading desk that exclusively services its institutional participants; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to Client accounts; and access to an electronic communication network for Client order entry and account information.

### **B. Client Referrals from Solicitors**

AFG compensates unaffiliated third-parties (each a "Solicitor") for Client referrals. Referral arrangements are made in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940. Clients will not pay a higher fee to AFG as a result of such payments to a Solicitor. The Advisor shall enter into an agreement with the Solicitor, which requires that full disclosure of the compensation and other conflicts is provided to the prospective client prior to or at the time of entering into an agreement with AFG.

## **Item 15 – Custody**

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AFG does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fee. All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct AFG to utilize the Custodian for the Client's security transactions. AFG encourages Clients to review statements provided by the Custodian. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

## **Item 16 – Investment Discretion**

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AFG generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by AFG. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an Investment Advisory Agreement containing all applicable limitations to such authority. All discretionary trades made by AFG will be in accordance with each Client's investment objectives and goals. For Clients with account[s] established at an Independent Manager, those account[s] will also be managed by those parties on a discretionary basis.

## **Item 17 – Voting Client Securities**

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AFG does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

## **Item 18 – Financial Information**

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Neither AFG, nor its management, have any adverse financial situations that would reasonably impair the ability of AFG to meet all obligations to its Clients. Neither AFG, nor any of its advisory persons, have been subject to a bankruptcy or financial compromise. AFG is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees of \$1,200 or more for services to be performed six months or more in advance.



## **Form ADV Part 2B – Brochure Supplement**

**for**

**Brian M. Kenney  
Principal and Chief Compliance Officer**

**Effective: December 31, 2020**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Brian M. Kenney (CRD# 1694580) in addition to the information contained in the AFG Fiduciary Services Limited Partnership (“AFG” or the “Advisor”, CRD# 309943) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the AFG Disclosure Brochure or this Brochure Supplement, please contact us at (781) 741-2540.

Additional information about Mr. Kenney is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 1694580.



## Item 2 – Educational Background and Business Experience

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Brian M. Kenney, born in 1964, is dedicated to advising Clients of AFG as its Principal and Chief Compliance Officer. Mr. Kenney earned a B.A. in Economics from University of Connecticut in 1986. Additional information regarding Mr. Kenney's employment history is included below.

### Employment History:

Principal, AFG Fiduciary Services Limited Partnership	12/2020 to Present
Registered Representative, Purshe Kaplan Sterling Investments, Inc.	12/2020 to Present
Financial Advisor, Wells Fargo Advisors Financial Network, LLC	10/2015 to 12/2020
Financial Advisor, Raymond James Financial Services Advisors, Inc. and Raymond James Financial Services, Inc.	07/2009 to 10/2015

## Item 3 – Disciplinary Information

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***There are no legal, civil or disciplinary events to disclose regarding Mr. Kenney.*** Mr. Kenney has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. Kenney. Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Kenney.*** However, we do encourage you to independently view the background of Mr. Kenney on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 1694580.

## Item 4 – Other Business Activities

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### Broker-Dealer Affiliation

Mr. Kenney is also a Registered Representative of Purshe Kaplan Sterling Investments, Inc. ("PKS"). PKS is a registered broker-dealer (CRD# 35747), member FINRA, SIPC. In Mr. Kenney's separate capacity as a Registered Representative, Mr. Kenney will receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by Mr. Kenney. Neither the Advisor nor Mr. Kenney will earn ongoing investment advisory fees in connection with any products or services implemented in Mr. Kenney's separate capacity as a Registered Representative. Mr. Kenney spends less than 10% of his time per month in his role as a Registered Representative of PKS.

### Insurance Agency Affiliations

Mr. Kenney is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart from Mr. Kenney's role with AFG. As an insurance professional, Mr. Kenney will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Kenney is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Mr. Kenney or the Advisor. Mr. Kenney spends less than 10% of his time per month in this capacity.

## Item 5 – Additional Compensation

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Mr. Kenney has additional business activities where compensation is received that are detailed in Item 4 above.

## Item 6 – Supervision

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Mr. Kenney serves as the Principal and Chief Compliance Officer of AFG. Mr. Kenney can be reached at (781) 741-2540. AFG has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of AFG. Further, AFG is subject to regulatory oversight by various agencies. These agencies require registration by AFG and its Supervised Persons. As a registered entity, AFG is subject to examinations by regulators, which may be announced or unannounced. AFG is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.





## **Form ADV Part 2B – Brochure Supplement**

**for**

**Joseph W. McCarthy, CFP®  
Financial Advisor**

**Effective: December 31, 2020**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Joseph W. McCarthy (CRD# 1017415) in addition to the information contained in the AFG Fiduciary Services Limited Partnership (“AFG” or the “Advisor”, CRD# 309943) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the AFG Disclosure Brochure or this Brochure Supplement, please contact us at (781) 741-2540.

Additional information about Mr. McCarthy is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 1017415.

## Item 2 – Educational Background and Business Experience

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Joseph W. McCarthy, born in 1958, is dedicated to advising Clients of AFG as a Financial Advisor. Mr. McCarthy earned a Bachelor of Arts from Stonehill College in 1981. Additional information regarding Mr. McCarthy's employment history is included below.

### Employment History:

Financial Advisor, AFG Fiduciary Services Limited Partnership	09/2020 to Present
Registered Representative, Purshe Kaplan Sterling Investments, Inc.	09/2020 to Present
Financial Advisor, Wells Fargo Advisors Financial Network, LLC	10/2015 to 09/2020
Financial Advisor, Raymond James Financial Services Advisors, Inc. and Raymond James Financial Services, Inc	10/2010 to 10/2015

### Certified Financial Planner™ (“CFP®”)

The Certified Financial Planner™, CFP®, and federally registered CFP® (with flame design) marks (collectively, the “CFP® marks”) are professional certification marks granted in the United States by Certified Financial Planner™ Board of Standards, Inc. (“CFP® Board”).

The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP® certification. It is recognized in the United States and a number of other countries for its (1) high standard of professional education; (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with clients. Currently, more than 71,000 individuals have obtained CFP® certification in the United States.

To attain the right to use the CFP® marks, an individual must satisfactorily fulfill the following requirements:

- *Education* – Complete an advanced college-level course of study addressing the financial planning subject areas that CFP® Board's studies have determined as necessary for the competent and professional delivery of financial planning services, and attain a Bachelor's Degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP® Board's financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning;
- *Examination* – Pass the comprehensive CFP® Certification Examination. The examination includes case studies and client scenarios designed to test one's ability to correctly diagnose financial planning issues and apply one's knowledge of financial planning to real-world circumstances;
- *Experience* – Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and
- *Ethics* – Agree to be bound by CFP® Board's *Standards of Professional Conduct*, a set of documents outlining the ethical and practice standards for CFP® professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP® marks:

- *Continuing Education* – Complete 30 hours of continuing education hours every two years, including two hours on the *Code of Ethics* and other parts of the *Standards of Professional Conduct*, to maintain competence and keep up with developments in the financial planning field; and
- *Ethics* – Renew an agreement to be bound by the *Standards of Professional Conduct*. The *Standards* prominently require that CFP® professionals provide financial planning services at a fiduciary standard of care. This means CFP® professionals must provide financial planning services in the best interests of their clients.

CFP® professionals who fail to comply with the above standards and requirements may be subject to CFP® Board's enforcement process, which could result in suspension or permanent revocation of their CFP®.

## Item 3 – Disciplinary Information

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***In the past ten years, there have been no legal, civil or disciplinary events to disclose regarding Mr. McCarthy.*** Mr. McCarthy has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. McCarthy.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, in the past ten years, there have been no legal, civil or disciplinary events to disclose regarding Mr. McCarthy.*** However, we do encourage you to independently view the background of Mr. McCarthy on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 1017415.

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#### **Item 4 – Other Business Activities**

##### Broker-Dealer Affiliation

Mr. McCarthy is also a Registered Representative of Purshe Kaplan Sterling Investments, Inc. ("PKS"). PKS is a registered broker-dealer (CRD# 35747), member FINRA, SIPC. In Mr. McCarthy's separate capacity as a Registered Representative, Mr. McCarthy will receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by Mr. McCarthy. Neither the Advisor nor Mr. McCarthy will earn ongoing investment advisory fees in connection with any products or services implemented in Mr. McCarthy's separate capacity as a Registered Representative. Mr. McCarthy spends approximately 10% of his time per month in his role as a Registered Representative of PKS.

##### Insurance Agency Affiliations

Mr. McCarthy is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart from Mr. McCarthy's role with AFG. As an insurance professional, Mr. McCarthy will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. McCarthy is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Mr. McCarthy or the Advisor. Mr. McCarthy spends approximately 10% of his time per month in this capacity.

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#### **Item 5 – Additional Compensation**

Mr. McCarthy has additional business activities where compensation is received that are detailed in Item 4 above.

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#### **Item 6 – Supervision**

Mr. McCarthy serves as a Financial Advisor of AFG and is supervised by Brian Kenney, the Chief Compliance Officer. Mr. Kenney can be reached at (781) 741-2540.

AFG has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of AFG. Further, AFG is subject to regulatory oversight by various agencies. These agencies require registration by AFG and its Supervised Persons. As a registered entity, AFG is subject to examinations by regulators, which may be announced or unannounced. AFG is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.



**Form ADV Part 2B – Brochure Supplement**  
**for**

**Susan A. Skahan**  
**Registered Operations Manager**

**Effective: December 31, 2020**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Susan A. Skahan (CRD# 2388770) in addition to the information contained in the AFG Fiduciary Services Limited Partnership (“AFG” or the “Advisor”, CRD# 309943) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the AFG Disclosure Brochure or this Brochure Supplement, please contact us at (781) 741-2540.

Additional information about Ms. Skahan is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with her full name or her Individual CRD# 2388770.

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## Item 2 – Educational Background and Business Experience

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Susan A. Skahan, born in 1969, is dedicated to advising Clients of AFG as a Registered Operations Manager. Ms. Skahan earned a Bachelors Degree from University of Massachusetts in 1991. Additional information regarding Ms. Skahan's employment history is included below.

### Employment History:

Registered Operations Manager, AFG Fiduciary Services Limited Partnership	11/2020 to Present
Registered Representative, Wells Fargo Advisors Financial Network, LLC	10/2015 to 12/2020
Registered Sales Assistant, Raymond James Financial Services, Inc.	01/2009 to 12/2020

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## Item 3 – Disciplinary Information

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***There are no legal, civil or disciplinary events to disclose regarding Ms. Skahan.*** Ms. Skahan has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Ms. Skahan.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Ms. Skahan.***

However, we do encourage you to independently view the background of Ms. Skahan on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with her full name or her Individual CRD# 2388770.

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## Item 4 – Other Business Activities

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### Broker-Dealer Affiliation

Ms. Skahan is also a Registered Sales Assistant (Registered Representative) of Purshe Kaplan Sterling Investments, Inc. ("PKS"). PKS is a registered broker-dealer (CRD# 35747), member FINRA, SIPC. Ms. Skahan spends approximately 10% of her time per month in her role as a Registered Sales Assistant for PKS business.

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## Item 5 – Additional Compensation

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Ms. Skahan has additional business activities where compensation is received that are detailed in Item 4 above.

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## Item 6 – Supervision

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Ms. Skahan serves as a Registered Operations Manager of AFG and is supervised by Brian Kenney, the Chief Compliance Officer. Mr. Kenney can be reached at (781) 741-2540.

AFG has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of AFG. Further, AFG is subject to regulatory oversight by various agencies. These agencies require registration by AFG and its Supervised Persons. As a registered entity, AFG is subject to examinations by regulators, which may be announced or unannounced. AFG is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

## Privacy Policy

Effective Date: December 31, 2020

### Our Commitment to You

AFG Fiduciary Services Limited Partnership ("AFG" or the "Advisor") is committed to safeguarding the use of personal information of our Clients (also referred to as "you" and "your") that we obtain as your Investment Advisor, as described here in our Privacy Policy ("Policy").

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. AFG (also referred to as "we", "our" and "us") protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

AFG does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

### Why you need to know?

Registered Investment Advisors ("RIAs") must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

### What information do we collect from you?

Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number[s]	Income and expenses
E-mail address[es]	Investment activity
Account information (including other institutions)	Investment experience and goals

### What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

### How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client's personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

### How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
<b>Servicing our Clients</b> We may share non-public personal information with non-affiliated third parties (such as administrators, broker-dealers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting. AFG shares Client information with Purshe Kaplan Sterling Investments, Inc. ("PKS") due to the oversight PKS has over certain supervised persons of the Advisor. You may also contact us at any time for a copy of the PKS Privacy Policy.	Yes	No
<b>Marketing Purposes</b> AFG does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where AFG or the Client has a formal agreement with the financial institution. <b>We will only share information for purposes of servicing your accounts, not for marketing purposes.</b>	No	Not Shared
<b>Authorized Users</b> Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].	Yes	Yes
<b>Information About Former Clients</b> AFG does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

### Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy and will provide you with a revised Policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

### Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (781) 741-2540.