

Item 1 Cover Page

Resource Investment Architects, Inc.

Form ADV Part 2A - Disclosure Brochure

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March 31, 2020

This brochure provides information about the qualifications and business practices of Resource Investment Architects, Inc. If you have any questions about the contents of this brochure, please contact us at 707-763-7861 or ad@iai.bz. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Resource Investment Architects, Inc. also 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. Our firm's CRD number is 111894.

Item 2 Material Changes

The SEC adopted "Amendments to Form ADV" in July 2010. This Firm Brochure dated February 10th, 2020 is our new disclosure document prepared according to the SEC's new requirements and rules. As you will see, this document is a narrative that is substantially different in form and content, and includes some new information that we were not previously required to disclose.

After our initial filing of this Brochure, this Item will be used to provide our clients with a summary of new and/or updated information. We will inform you of the revision(s) based on the nature of the updated information.

Consistent with the new rules, we will ensure that you receive a summary of any material changes to this and subsequent Brochures within 120 days of the close of our business' fiscal year. Furthermore, we will provide you with other interim disclosures about material changes as necessary.

Please see the following list of material changes since the most recent filing of this Form ADV Part 2A brochure, dated March 29, 2017.

Item 1 - Cover Page: February 2020 – The firm address has been updated as follows:

- From: 34 Petaluma Blvd. N, Petaluma, CA 94952
- To: 11 Petaluma Blvd. N. Suite 205, Petaluma, CA 94952

Item 9 - Disciplinary Information: January 2020 – The firm has removed disclosures for Glen David Haddock (CRD# 1141515). The Chief Compliance Officer has concluded that due to the period of time that has passed since the original disclosure (more than 10 years), this item is no longer material.

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Item 4 Advisory Business

Resource Investment Architects, Inc. (hereinafter "RIA") is an SEC-registered investment adviser with its principal place of business located in California. RIA began conducting business in 1984.

Listed below are the firm's principal shareholders (i.e., those individuals and/or entities controlling 25% or more of this company).

- Glen David Haddock

RIA offers the following advisory services to our clients:

Investment Supervisory Services - Individual Portfolio Management

Our firm provides continuous advice to a client regarding the investment of client funds based on the individual needs of the client. Through personal discussions in which client goals and objectives particular circumstances are established, we develop a client's personal investment policy and create and manage a portfolio based on that policy. During our data-gathering process, we determine the client's individual objectives, time horizons, risk tolerance, and liquidity needs. As appropriate, we also review and discuss a client's prior investment history, as well as family composition and background.

We manage these advisory accounts on a non-discretionary basis or on a discretionary basis when given that authority by the client. Account supervision is guided by the client's stated objectives (i.e., maximum capital appreciation, growth, income, or growth and income), as well as tax considerations.

Clients are permitted to impose reasonable restrictions on investing in certain securities, types of securities, or industry sectors.

Our investment recommendations are not limited to any specific product or service offered by a broker-dealer or insurance company and will generally include advice regarding some or all of the following securities:

- Exchange-listed securities
- Securities traded over-the-counter
- Mutual fund shares
- Options contracts on securities
- Hedge Fund of funds
- Hedge Funds

In addition to the above securities RIA advisors offer advice on other investments including Real Estate Investment Trusts, publicly registered or private non registered partnerships investing in all types of investments including hedge funds, real estate, oil and gas interests, and/or commodities. Such investment recommendations are made only for clients with adequate suitability profiles, and in many cases, are qualified as accredited investors.

Because some types of investments involve certain additional degrees of risk, they will only be implemented/recommended when consistent with the client's stated investment objectives, tolerance for risk, liquidity and suitability.

Investment Supervisory Services - Third Party Advisers

RIA offers advisory management services to clients through our Third-Party Adviser Program. We provide the client with an asset allocation strategy developed through personal discussions in which the client's goals and objectives are established based on the client's particular circumstances.

RIA performs management searches of various registered investment advisers. Based on the client's individual circumstances and needs we determine which selected registered investment advisers ("adviser" or "asset manager") portfolio management style is appropriate for that client. Factors considered in making this determination include account size, risk tolerance, the opinion of each client and the investment philosophy of the selected asset manager. Clients should refer to the asset manager's Firm Brochure or other disclosure document for a full description of the services offered. Client meetings are available on a regular basis, or as determined by the client, to review the account.

Once we identify the most appropriate asset manager(s), our firm provides the selected adviser with the client's investment information, who then creates and manages the client's portfolio. The client, prior to entering into an agreement with a Program Sponsor, will be provided with the Program Sponsor's Form ADV Part 2A (or a brochure that makes the appropriate disclosures). In addition, RIA and its Clients will agree in writing that that selected Program Sponsor will manage the Client's account[s] on a discretionary basis.

On an ongoing basis, we monitor the performance of the asset manager(s). If we determine that a particular adviser is not providing sufficient management services to the client, or is not managing the client's portfolio in a manner consistent with that client's risk tolerance, goals and objectives, then we retain the option to move the client's portfolio to a different asset manager and/or program sponsor.

Should there be any material change in the client's personal and/or financial situation, we should be notified immediately to determine whether any review and/or revision of the client's suitability information and thus investment manager selection is warranted.

Financial Planning

We provide financial planning services. Financial planning is a comprehensive evaluation of a client's current and future financial state by using currently known variables to predict future cash flows, asset values and withdrawal plans. Through the financial planning process, all questions, information and analysis are considered as they impact and are impacted by the entire financial and life situation of the client. Clients purchasing this service will receive a written or verbal report which provides the client with a financial plan designed to assist the client achieve his or her financial goals and objectives.

In general, the financial plan can address one or more of the following areas:

- **Personal:** We review family records, budgeting, personal liability, estate information and financial goals.
- **Tax & Cash Flow:** We analyze the client's income tax and spending and planning for past, current and future years; then illustrate the impact of various investments on the client's current income tax and future tax liability.
- **Investments:** We analyze investment alternatives and their effect on the client's portfolio.
- **Insurance:** We review existing policies to ensure proper coverage for life, health, disability,

long-term care, liability, home and automobile.

- **Education Savings:** We assist in projecting the amount that will be needed to achieve college or other post-secondary education funding, along with advice on ways for you to save the desired amount, and we provide recommendations as to savings strategies to accomplish educational savings goals.
- **Retirement:** We analyze current strategies and investment plans to help the client achieve his or her retirement goals.
- **Death & Disability:** We review the client's cash needs at death, income needs of surviving dependents, estate planning and disability income.
- **Estate Planning:** We assist the client in assessing and developing long-term strategies, including as appropriate, living trusts, wills, review estate tax, powers of attorney, asset protection plans, nursing homes, Medicaid and elder law.

We gather required information through in-depth personal interviews. Information gathered includes the client's current financial status, tax status, future goals, returns objectives and attitudes towards risk. We carefully review documents supplied by the client, including usually a questionnaire completed by the client.

Financial planning recommendations could pose a potential conflict between the interests of the Advisor and the interests of the Client. For example, a recommendation to engage the Advisor for investment management services or to increase the level of investment assets with the Advisor would pose a conflict, as it would increase the 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 effect the transaction through the Advisor.

We also provide general non-securities advice on topics that include tax and budgetary planning, estate planning, business planning, exchange-listed securities, securities traded over-the-counter, foreign issuers, warrants, corporate debt securities, commercial paper, certificates of deposit, municipal securities, variable life insurance and annuities, mutual funds, US Governmental securities, options and futures contracts, interests in partnerships investing in real estate, interests in partnerships investing in oil and gas interests, and interests in partnerships investing in other commodities, futures, hedge funds and hedge fund of funds. Such recommendations are made pursuant to the needs of the client. Should the client choose to implement these recommendations, we suggest the client work closely with his/her attorney, accountant, or insurance agent. Financial Planning recommendations are not limited to any specific product or service offered by a broker-dealer or insurance company.

Consulting Services

Clients can also receive investment advice on a more focused basis. This includes advice on only an isolated area(s) of concern such as estate planning, retirement planning, or any other specific topic. We also provide specific consultation and administrative services regarding investment and financial concerns of the client.

Retirement Plan Services

RIA provides advisory and consulting services ("Plan Services") to the sponsors of

qualified retirement plans (herein the "Plan Sponsor" or the "Plan"). RIA will customize its advice to the needs of each Client or Plan, as appropriate. RIA provides the following services to its Retirement Plan Advisory Clients.

Plan Fiduciary Services - RIA serves as a 3(21) Fiduciary in support of the Plan Sponsor. RIA provides the following Plan Fiduciary Services pursuant to the terms of the Advisor's agreement with each Plan Sponsor:

- Vendor Analysis
- Investment Policy Statement
- Investment Monitoring
- Performance Reports
- Ongoing Investment Recommendation and Assistance

Communication and Education - RIA provides Communication and Education to the Plan and its Participants, pursuant to the terms of the Advisor's agreement with each Plan Sponsor:

- Direct employee contact by phone, e-mail or letter upon eligibility to promote enrollment
- Investment education
- Comprehensive financial planning
- Regular on-site advisor visits with staff for account updates and reviews
- Periodic company-wide employee survey of retirement plan understanding
- Customer satisfaction surveys
- Periodic employee group education opportunities

WRAP Programs

RIA does not participate as sponsor or act as portfolio manager for WRAP Fee programs. However, RIA recommends WRAP programs to clients, based on suitability and needs of the client.

Regulatory Assets Under Management

As of December 31, 2019, RIA actively managed approximately \$39,752,890 of clients' assets on a non-discretionary basis and approximately \$314,017,049 on a discretionary basis.

Item 5 Fees and Compensation

Investment Supervisory Services - Individual Portfolio Management

Please note, unless a Client has received the firm's Disclosure Brochure at least 48 hours prior to signing the investment advisory contract, the investment advisory contract may be terminated by the Client within five (5) business days of signing the contract without incurring any advisory fees.

Our annual fees for Investment Supervisory Services are based upon a percentage of assets under management and generally range from .5% to 2% and vary by office and/or advisor. Investment supervisory services fees should not exceed 3% year.

Limited Negotiability of Advisory Fees: Although RIA has established fee schedule(s), we retain the

discretion to negotiate alternative fees on a client-by-client basis. Client facts, circumstances and needs will be considered in determining the fee schedule. These include the complexity of the client, assets to be placed under management, anticipated future additional assets; related accounts; portfolio style, account composition, reports, among other factors. The specific annual fee schedule will be identified in the contract between the adviser and each client.

We reserve the option to group certain related client accounts for the purposes of achieving the minimum account size requirements and determining the annualized fee.

Discounts, not generally available to our advisory clients, are made available to family members and friends of associated persons of our firm.

Fees Billed in Advance or Arrears: Our advisory fees will be charged in one of two ways as agreed upon with the client:

- *In advance:* Advisory fees are billed in advance at the beginning of each calendar quarter based upon the asset value (market or fair market value in the absence of market value, plus any credit balance or minus any debit balance), of the client's account equity at the end of the previous quarter.
- *In arrears:* Advisory fees are billed in arrears at the end of each calendar quarter based upon the asset value (market or fair market value in the absence of market value), of the client's account at quarter-end.

Fees will be debited from the account in accordance with the terms set forth in the Client Management Agreement.

Third Party Managers

Contractually, we are paid by the selected asset manager(s), based on a percentage of the client's assets under management with that manager. Accordingly, our fee, which typically ranges from .5% to 2%, depending on the advisor and size of the account, is included in the asset manager's annual management fee.

RIA does not control the fees or the billing arrangements of any selected asset manager. For a complete description of the fee arrangement including billing practices, minimum account requirements and account termination provisions, clients should review the independent investment adviser's Firm Brochure or other disclosure document.

When third-party managers are utilized, RIA is paid by the third-party adviser selected on behalf of the client for portfolio management services. Our fee is based on a percentage of the client's managed assets and is not included in the independent investment adviser's annual management fee. The portion of the advisory fee paid to us does not reflect the client's aggregate advisory fee when third-party investment advisers are utilized.

Financial Planning Fees

RIA's Financial Planning fee will be determined based on the nature of the services being provided and the complexity of each client's circumstances. All fees are agreed upon prior to entering into a

contract with any client.

Our Financial Planning fees are calculated and charged on either a fixed fee basis or on an hourly basis. Hourly fees range between \$50 and \$500 per hour. Fixed fees for financial planning services range between \$100 and \$5,000 per engagement. Financial planning fees are negotiable. Fees for these services will vary depending on the nature, complexity and/or the time required to deliver the requested services. An estimate for total costs will be determined prior to establishing the advisory relationship.

RIA retains the ability waive the financial planning fee if a client has put their assets under RIA management and/or the client has purchased investments on a commission basis.

We often request a retainer upon completion of our initial fact-finding session with the client; however, advance payment will never exceed \$1200 for work that will not be completed within six months. The balance is due upon completion of the plan. Alternatively, the client can choose to be billed quarterly in advance based on our total estimated Financial Planning fees.

Fees Offset by Commissions: If a Financial Planning client executes recommended securities transactions through associated persons of our firm in their separate capacities as registered representatives of a broker dealer, these individuals will earn commissions which are separate and distinct from fees charged for advisory services. In some instances, depending on the size of the transaction, advisory fees will be discounted, at our discretion, for commissions earned. Commissions will not be credited towards future advisory fees.

Financial Planning Fee Offset: RIA reserves the discretion to reduce or waive the hourly fee and/or the minimum fixed fee if a financial planning client chooses to engage us for our Investment Management Services.

Consulting Services Fees

RIA's Consulting Services fee will be determined based on the nature of the services being provided and the complexity of each client's circumstances. All fees are agreed upon prior to entering into a contract with any client.

Hourly consulting fees range between \$50 and \$500 per hour. Fixed fees for consulting services range between \$100 and \$5,000 per engagement. Financial planning fees are negotiable. Fees for these services will vary depending on the nature, complexity and/or the time required to deliver the requested services. An estimate for total costs will be determined prior to establishing the advisory relationship. The client will be billed quarterly in advance based on our estimated Consulting Services fees.

Retirement Plan Advisory Services Fees

Fees for retirement plan advisory services range from an annual rate of 0.50% to 1.50% of plan assets, and are negotiable based on the complexity of the services to be provided to the Plan or Plan Sponsor. The Advisor also offers these services on a fixed project fee (please see fixed fee consulting services fees above).

Fees in the first quarter of service are prorated from the execution of the agreement to the end of the first quarter. Plan investments will be independently valued by the Plan's administrator or custodian. This does not include fees to other parties, such as Record Keepers, Custodians, or Third-Party-Administrators. Fees for this service are either paid directly by the plan sponsor or deducted directly from the plan assets by the Custodian on a quarterly basis, and RIA's fee is remitted to RIA.

Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than RIA, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custodial and securities execution fees charged by the custodian and executing broker-dealer. The investment advisory fee charged by RIA is separate and distinct from these custodian and execution fees.

In addition, all fees paid to RIA for investment advisory services are separate and distinct from the expenses charged by mutual funds and exchange-traded funds 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 could invest in these products directly, without the services of RIA, but would not receive the services provided by RIA 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 RIA to fully understand the total fees to be paid.

Advance Payment of Fees and Termination

Termination of the Advisory Relationship: A client agreement is subject to cancellation at any time, by either party, for any reason upon receipt of 30 days written notice. As disclosed above, certain fees are paid in advance of services provided. Upon termination of any account, any prepaid, unearned fees will be promptly refunded. In calculating a client's reimbursement of fees, we will pro rate the reimbursement according to the number of days remaining in the billing period.

Advisory Fees in General: Clients should note that similar advisory services may (or may not) be available from other registered (or unregistered) investment advisers for similar or lower fees.

Limited Prepayment of Fees: Under no circumstances do we require or solicit payment of fees in excess of \$1200 more than six months in advance of services rendered.

Potential Conflicts of Interest: Advisors offer other investments, such as non-traded REIT's, publicly registered or private placement limited partnerships, hedge funds, hedge fund of funds, etc. Recommendations for these other investments are based on client suitability. These investments are offered either through RIA on a fee basis or through Investment Architects, Inc. on a commission basis. The decision as to which compensation structure is chosen is between the client and their advisor. Only one option will be chosen but not both. If the transaction is placed through RIA on a commission basis those assets will not be included in the assets under management of RIA for fee purposes. Whether the

fee or commission option is selected, RIA is subject to receive compensation from the investment sponsor for RIA's due diligence and marketing efforts. ***This fee is not paid to the advisory associate.***

Management personnel of RIA and many of our advisors are licensed as registered representatives of a broker-dealer and/or licensed as insurance agents or brokers. In their separate capacity(ies), these individuals are able to implement investment recommendations for advisory clients for separate and typical compensation (i.e., commissions, 12b-1 fees or other sales-related forms of compensation). This presents a conflict of interest to the extent that these individuals recommend that a client invest in a security which results in a commission being paid to the individuals. Clients are not under any obligation to engage our firm for implementation of recommendations stemming from consulting services engagements. However, RIA acknowledges that some custodians require that the advisor be the representative of record in order for the services to be provided. To mitigate this conflict of interest, upon request, the client will receive recommendations for comparable products that do not require the broker of record to execute the transaction.

Compensation for the Sale of Securities or Other Investment Products

Mutual Fund Fees: All fees paid to RIA for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds and/or EFTs 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 an initial or deferred sales charge. A client could invest in a mutual fund directly, without our services. In that case, the client would not receive the services provided by our firm which are designed, among other things, to assist the client in determining which mutual fund or funds are most appropriate to each client's financial condition and objectives. Accordingly, the client should review both the fees charged by the funds and our fees to fully understand the total amount of fees to be paid by the client and to thereby evaluate the advisory services being provided.

Wrap Fee Programs and Separately Managed Account Fees: Clients participating in separately managed account programs may be subject to be charged various program fees in addition to the advisory fee charged by our firm. Such fees usually include the investment advisory fees of the independent advisers, which tend to be charged as part of a wrap fee arrangement. In a wrap fee arrangement, clients pay a single fee for advisory, brokerage and custodial services. Client's portfolio transactions are generally executed without commission charge in a wrap fee arrangement. In evaluating such an arrangement, the client should also consider that, depending upon the level of the wrap fee charged by the broker-dealer, the amount of portfolio activity in the client's account, and other factors, the wrap fee may or may not exceed the aggregate cost of such services if they were to be provided separately. We will review with clients any separate program fees that will be charged to clients.

Grandfathering of Minimum Account Requirements: Pre-existing advisory clients are subject to RIA's minimum account requirements and advisory fees in effect at the time the client entered into the advisory relationship. Therefore, our firm's minimum account requirements will differ among clients.

ERISA Accounts: RIA is deemed to be a fiduciary to advisory clients that are employee benefit plans or individual retirement accounts (IRAs) pursuant to the Employee Retirement Income and Securities Act ("ERISA"). As such, our firm is subject to specific duties and obligations under ERISA and the Internal Revenue Code that include among other things, restrictions concerning certain forms of compensation. To avoid engaging in prohibited transactions, RIA only charges fees for investment advice

about products for which our firm and/or our related persons do not receive any commissions or 12b-1 fees, or conversely, investment advice about products for which our firm and/or our related persons receive commissions or 12b-1 fees, however, only when such fees are used to offset RIA's advisory fees

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

RIA does not charge performance-based fees. RIA will aggregate trades of multiple clients when placing trades. Aggregated trades generally include trades for the advisor, his/her family members, and other related persons for whom the advisor manages their accounts.

Item 7 Types of Clients

RIA provides advisory services to Individuals (other than high net worth individuals), High net worth individuals, Pooled Investment Vehicles, Trusts, Estates, Pension Plans and Businesses.

RIA does not have a specific minimum investment to open an account.

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

Methods of Analysis

RIA employs the following methods of analysis in formulating our investment advice and/or managing client assets:

Fundamental Analysis. We attempt to measure the intrinsic value of a security by looking at economic and financial factors (including the overall economy, industry conditions, and the financial condition and management of the company itself) to determine if the company is underpriced (indicating a good time to buy) or overpriced (indicating a good time to sell).

Fundamental analysis does not attempt to anticipate market movements. This presents a potential risk, as the price of a security can move up or down along with the overall market regardless of the economic and financial factors considered in evaluating the stock.

Technical Analysis. We analyze past market movements and apply that analysis to the present in an attempt to recognize recurring patterns of investor behavior and potentially predict future price movement.

Technical analysis does not consider the underlying financial condition of a company. This presents a risk in that a poorly-managed or financially unsound company may underperform regardless of market movement.

Asset Allocation. Rather than focusing primarily on securities selection, we attempt to identify an appropriate ratio of securities, fixed income, and cash suitable to the client's investment goals and risk tolerance.

A risk of asset allocation is that the client may not participate in sharp increases in a particular security, industry or market sector. Another risk is that the ratio of securities, fixed income, and cash will change over time due to stock and market movements and, if not corrected, will no longer be appropriate for the client's goals.

Mutual Fund and/or ETF Analysis. We look at the experience and track record of the manager of the mutual fund or ETF in an attempt to determine if that manager has demonstrated an ability to invest over a period of time and in different economic conditions. We also look at the underlying assets in a mutual fund or ETF in an attempt to determine if there is significant overlap in the underlying investments held in other fund(s) in the client's portfolio. We also monitor the funds or ETFs in an attempt to determine if they are continuing to follow their stated investment strategy.

A risk of mutual fund and/or ETF analysis is that, as in all securities investments, past performance does not guarantee future results. A manager who has been successful may not be able to replicate that success in the future. In addition, as we do not control the underlying investments in a fund or ETF, managers of different funds held by the client may purchase the same security, increasing the risk to the client if that security were to fall in value. There is also a risk that a manager may deviate from the stated investment mandate or strategy of the fund or ETF, which could make the holding(s) less suitable for the client's portfolio.

Third-Party Money Manager Analysis. We examine the experience, expertise, investment philosophies, and past performance of independent third-party investment managers in an attempt to determine if that manager has demonstrated an ability to invest over a period of time and in different economic conditions. We monitor the manager's underlying holdings, strategies, concentrations and leverage as part of our overall periodic risk assessment. Additionally, as part of our due-diligence process, we survey the manager's compliance and business enterprise risks.

A risk of investing with a third-party manager who has been successful in the past is that he/she may not be able to replicate that success in the future. In addition, as we do not control the underlying investments in a third-party manager's portfolio, there is also a risk that a manager could deviate from the stated investment mandate or strategy of the portfolio, making it a less suitable investment for our clients. Moreover, as we do not control the manager's daily business and compliance operations, we may be unaware of the lack of internal controls necessary to prevent business, regulatory or reputational deficiencies.

Risk management strategy. RIA's advisors retain the option to practice what we call direct risk management. When buying a stock or bond there is an effort to evaluate the downside risk of the holding and to mediate loss by selling calls, place stop losses, or buying leveraged short exchange traded funds.

Risks for all forms of analysis. Our securities analysis methods rely on the assumption that the companies whose securities we purchase and sell, the rating agencies that review these securities, and other publicly-available sources of information about these securities, are providing accurate and unbiased data.

Investment Strategies

We use the following strategies) in managing client accounts, provided that such strategies are appropriate to the needs of the client and consistent with the client's investment objectives, risk tolerance, and time horizons, among other considerations:

Long-term purchases. We purchase securities with the idea of holding them in the client's account for a year or longer. Typically, we employ this strategy when:

- we believe the securities to be currently undervalued, and/or
- we want exposure to a particular asset class over time, regardless of the current projection for this class.

A risk in a long-term purchase strategy is that by holding the security for this length of time, we may not take advantage of short-term gains that could be profitable to a client. Moreover, if our predictions are incorrect, a security may decline sharply in value before we make the decision to sell.

Short-term purchases. When utilizing this strategy, we purchase securities with the idea of selling them within a relatively short time (typically a year or less). We do this in an attempt to take advantage of conditions that we believe will soon result in a price swing in the securities we purchase. We may also hold securities for under a year when we write a call deeply in the money with the intention of gaining the premium from the call.

Margin transactions. We will purchase stocks for your portfolio with money borrowed from your brokerage account. This allows you to purchase more stock than you would be able to with your available cash, and allows us to purchase stock without selling other holdings.

Option writing. We may use options as an investment strategy when this strategy is deemed suitable for the client based on the client's risk tolerance and investment profile. An option is a contract that gives the buyer the right, but not the obligation, to buy or sell an asset (such as a share of stock) at a specific price on or before a certain date. An option, just like a stock or bond, is a security. An option is also a derivative, because it derives its value from an underlying asset.

The two types of options are calls and puts:

A call gives us the right to buy an asset at a certain price within a specific period of time. We will buy a call if we have determined that the stock will increase substantially before the option expires.

A put gives us the holder the right to sell an asset at a certain price within a specific period of time. We will buy a put if we have determined that the price of the stock will fall before the option expires.

When options are used, the investment strategy is designed to speculate on the possibility of a sharp price swing. Another common use of options is to "hedge" a purchase of the underlying security, or in other words, to limit the potential upside and downside of a security we have purchased for your portfolio.

We use "covered calls", in which we sell an option on security you own. In this strategy, you receive a fee for making the option available, and the person purchasing the option has the right to buy the security from you at an agreed-upon price.

A risk of covered calls is that the option buyer does not have to exercise the option, so that if we want to sell the stock prior to the end of the option agreement, we have to buy the option back from the option buyer, for a possible loss.

Risk of Loss. Securities investments are not guaranteed, and you may lose money on your investments. We ask that you work with us to help us understand your tolerance for risk.

Item 9 Disciplinary Information

We are required to disclose any legal or disciplinary events that are material to a client's or prospective client's evaluation of our advisory business or the integrity of our management.

Criminal or Civil Actions

RIA and its management have not been involved in any criminal or civil action.

Administrative Enforcement Proceedings

RIA and its management have not been involved in administrative enforcement proceedings.

Self-Regulatory Organization Enforcement Proceedings

RIA and its management have not been involved in legal or disciplinary events that are material to a Client's or prospective Client's evaluation of RIA or the integrity of its management.

Item 10 Other Financial Industry Activities and Affiliations

Management personnel of RIA and many of RIA's advisors are separately licensed as registered representatives of Investment Architects, Inc. , an affiliated broker-dealer . These individuals, in their separate capacity, can effect securities transactions for which they will receive separate, yet customary compensation.

No RIA employee is registered, or have an application pending to register, as a futures commission merchant, commodity pool operator or a commodity trading advisor.

RIA does not have any related parties. As a result, we do not have a relationship with any related parties.

Clients should be aware that the receipt of additional compensation by RIA and its management persons or employees creates a conflict of interest that could potentially impair the objectivity of our firm and these individuals when making advisory recommendations. RIA endeavors at all times to put the interest of its clients first as part of our fiduciary duty as a registered investment adviser; we take the following steps to address this conflict:

- we disclose to clients the existence of all material conflicts of interest, including the potential for us or our employees to earn compensation from activities concerning their relationship.
- we disclose to clients that they are not obligated to purchase recommended investment products from our employees or affiliated companies;
- we collect, maintain and document accurate, complete and relevant client background information, including the client's financial goals, objectives and risk tolerance;
- we conduct initial and periodic due diligence on the selected investment advisers to establish that the advisers are suitable to recommend to our clients; and
- we educate our employees regarding the responsibilities of a fiduciary, including the need for having a reasonable and independent basis for the investment advice provided to clients.
- we require that our employees seek prior approval of any outside employment activity so that we can ensure that any conflicts of interests in such activities are properly addressed;
- we periodically monitor these outside employment activities to verify that any conflicts of interest continue to be properly addressed by our firm.

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

Our firm has adopted a Code of Ethics which sets forth high ethical standards of business conduct that we require of our employees, including compliance with applicable federal securities laws.

RIA and our personnel owe a duty of loyalty, fairness and good faith towards our clients, and have an obligation to adhere not only to the specific provisions of the Code of Ethics but to the general principles that guide the Code.

Our Code of Ethics includes policies and procedures for the review of quarterly securities transactions reports as well as initial and annual securities holdings reports that must be submitted by the firm's access persons. Among other things, our Code of Ethics also requires the prior approval of any acquisition of securities in a limited offering (e.g., private placement) or an initial public offering. Our code also provides for oversight, enforcement and recordkeeping provisions.

RIA's Code of Ethics further includes the firm's policy prohibiting the use of material non-public information. While we do not believe that we have any particular access to non-public information, all employees are reminded that such information will not be used in a personal or professional capacity.

A copy of our Code of Ethics is available to our advisory clients and prospective clients. You can request a copy by email sent to ad@iai.bz, or by calling us at 707-763-7861.

Our Code of Ethics is designed to assure that the personal securities transactions, activities and interests of our employees will not interfere with (i) making decisions in the best interest of advisory clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts.

Our firm and/or individuals associated with our firm buy or sell for their personal accounts securities identical to or different from those recommended to our clients. In addition, related person(s) may have an interest or position in a security which may also be recommended to a client.

It is the expressed policy of our firm that no person employed by us is permitted to purchase or sell any security prior to a transaction(s) being implemented for an advisory account, thereby preventing such employee(s) from benefiting from transactions placed on behalf of advisory accounts.

We aggregate our employee trades with client transactions where possible and when compliant with our duty to seek best execution for our clients. In these instances, participating clients will receive an average share price and transaction costs will be shared equally and on a pro-rata basis. In the instances where there is a partial fill of a particular batched order, we will allocate all purchases pro-rata, with each account paying the average price. Our employee accounts will be included in the pro-rata allocation.

As these situations represent actual or potential conflicts of interest to our clients, we have established the following policies and procedures for implementing our firm's Code of Ethics, to ensure our firm complies with its regulatory obligations and provides our clients and potential clients with full and fair disclosure of such conflicts of interest:

- No principal or employee of our firm is permitted to put his or her own interest above the interest

of an advisory client.

- No principal or employee of our firm is permitted to buy or sell securities for their personal portfolio(s) where their decision is a result of information received as a result of his or her employment unless the information is also available to the investing public.
- It is the expressed policy of our firm that no person employed by us is permitted to purchase or sell any security prior to a transaction(s) being implemented for an advisory account. This prevents such employees from benefiting from transactions placed on behalf of advisory accounts.
- Our firm requires prior approval for any IPO or private placement investments by related persons of the firm.
- We maintain a list of all reportable securities holdings for our firm and anyone associated with this advisory practice that has access to advisory recommendations ("access person"). These holdings are reviewed on a regular basis by our firm's Chief Compliance Officer or his/her designee.
- We have established procedures for the maintenance of all required books and records.
- All clients are fully informed that related persons are permitted to receive separate commission compensation when effecting transactions during the implementation process.
- Clients can decline to implement any advice rendered, except in situations where our firm is granted discretionary authority.
- All of our principals and employees must act in accordance with all applicable Federal and State regulations governing registered investment advisory practices.
- We require delivery and acknowledgement of the Code of Ethics by each supervised person of our firm.
- We have established policies requiring the reporting of Code of Ethics violations to our senior management.
- Any individual who violates any of the above restrictions faces potential termination. As disclosed in the preceding section of this Brochure (Item 10), related persons of our firm are separately registered as securities representatives of a broker-dealer Investment Architects, Inc. and some are licensed as an insurance agent/broker of various insurance companies. Please refer to Item 10 for a detailed explanation of these relationships and important conflict of interest disclosures.

Item 12 Brokerage Practices

RIA does not have discretionary authority to select the broker-dealer/custodian for custodial and execution services or the administrator for defined contribution accounts. Further, RIA does not have the discretionary authority to negotiate commissions on behalf of our Clients on a trade-by-trade basis.

Where RIA does not exercise discretion over the selection of the Custodian, it recommends the Custodian to Clients for execution and/or custodial services. Clients are not obligated to use the recommended Custodian and will not incur any extra fee or cost associated with using a custodian not recommended by RIA.

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

Soft Dollars - Soft dollars are revenue programs offered by broker-dealers whereby an

advisor enters into an agreement to place security trades with the broker in exchange for research and other services. RIA does not participate in soft dollar programs sponsored or offered by any broker-dealer.

Brokerage Referrals - RIA does not receive any compensation from any third party in connection with the recommendation for establishing a brokerage account.

Directed Brokerage - All Clients are serviced on a "directed brokerage basis", where RIA will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective brokerage account[s]. 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]). In selecting the Custodian, RIA 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 designated custodian.

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 price, size of order, difficulty of execution, confidentiality and skill required of the broker. RIA will execute its transactions through an unaffiliated broker-dealer selected by the Client.

RIA aggregates orders in a block trade or trades when securities are purchased or sold through the same broker-dealer 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.

Block trading allows us to execute equity trades in a timelier, more equitable manner, at an average share price. RIA will typically aggregate trades among clients whose accounts can be traded at a given broker, and generally will rotate or vary the order of brokers through which it places trades for clients on any particular day. RIA's block trading policy and procedures are as follows:

- Transactions for any client account are not to be aggregated for execution if the practice is prohibited by or inconsistent with the client's advisory agreement with RIA, or our firm's order allocation policy.
- The trading desk in concert with the portfolio manager must determine that the purchase or sale of the particular security involved is appropriate for the client and consistent with the client's investment objectives and with any investment guidelines or restrictions applicable to the client's account.
- The portfolio manager must reasonably believe that the order aggregation will benefit, and will enable RIA to seek best execution for each client participating in the aggregated order. This requires a good faith judgment at the time the order is placed for the execution. It does not mean that the determination made in advance of the transaction must always prove to have been correct in the light of a "20-20 hindsight" perspective. Best execution includes the duty to seek the best quality of execution, as well as the best net price.
- Prior to entry of an aggregated order, a written order ticket must be completed which identifies each client account participating in the order and the proposed allocation of the order, upon

completion, to those clients.

- If the order cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated pro rata among the participating client accounts in accordance with the initial order ticket or other written statement of allocation. However, adjustments to this pro rata allocation can be made to participating client accounts in accordance with the initial order ticket or other written statement of allocation. Furthermore, adjustments to this pro rata allocation can be made to avoid having odd amounts of shares held in any client account, or to avoid excessive ticket charges in smaller accounts.
- Generally, each client that participates in the aggregated order must do so at the average price for all separate transactions made to fill the order, and must share in the commissions on a pro rata basis in proportion to the client's participation. Under the client's agreement with the custodian/broker, transaction costs are usually based on the number of shares traded for each client.
- If the order will be allocated in a manner other than that stated in the initial statement of allocation, a written explanation of the change must be provided to and approved by the Chief Compliance Officer no later than the morning following the execution of the aggregate trade.
- RIA's client account records separately reflect, for each account in which the aggregated transaction occurred, the securities which are held by, and bought and sold for, that account.
- Funds and securities for aggregated orders are clearly identified on RIA's records and to the broker-dealers or other intermediaries handling the transactions, by the appropriate account numbers for each participating client.
- No client or account will be favored over another.

RIA has arrangements with various custodians through which its custodians provides our firm with their "platform" services. The platform services include, among others, brokerage, custodial, administrative support, record keeping and related services that are intended to support intermediaries like RIA in conducting business and in serving the best interests of our clients but that also benefit us.

Our custodians charge brokerage commissions and transaction fees for effecting certain securities transactions (i.e., transactions fees are charged for certain no-load mutual funds, commissions are charged for individual equity and debt securities transactions). Custodians enable RIA to obtain many no-load mutual funds without transaction charges and other no-load funds at nominal transaction charges. As part of these arrangements, our custodians also make available to our firm, at no additional charge to us, certain research and brokerage services, including research services obtained by the custodian directly from independent research companies, as selected by RIA (within specified parameters). These research and brokerage services presently include services such as mutual fund and stock bond performance and statistical information and are used by our firm to manage accounts for which we have investment discretion, or for which we do not maintain discretion.

RIA also receives additional services such as training and education conferences. Without this arrangement, we might be compelled to purchase the same or similar services at our own expense.

As a result of receiving such services for no additional cost, we have an incentive to continue to use or expand the use of our custodians' services. We examine these potential conflicts of interest when we choose to enter into the relationships with custodians and have determined that the relationship is in the best interests of RIA's clients and satisfies our client obligations, including our duty to seek best execution. A client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where we determine in good faith that the commission is reasonable in relation to the value of the brokerage and research services received. 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 broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, while RIA will seek competitive rates, to the benefit of all clients, we do not necessarily obtain the lowest possible commission rates for specific client account transactions. Although the investment research products and services that are obtained by us will generally be used to service all of our clients, a brokerage commission paid by a specific client will not always be used to pay for research that is used in managing that specific client's account. RIA and its custodians are not affiliated, and no broker-dealer affiliated with RIA is involved in the relationship between RIA and its custodians.

Item 13 Review of Accounts

Investment Supervisory Services - Individual Portfolio Management

REVIEWS: While the underlying securities within Individual Portfolio Management Services accounts are continually monitored, these accounts are reviewed no less than annually. Accounts are reviewed in the context of each client's stated investment objectives and guidelines. More frequent reviews are triggered by material changes in variables such as the client's individual circumstances, or the market, political or economic environment.

These accounts are reviewed by the advisor to the account (See Form ADV Part 2B).

REPORTS: In addition to the monthly statements and confirmations of transactions that clients receive from their broker-dealer, we provide periodic reports summarizing account performance, balances and holdings upon request.

Third Party Managers

REVIEWS: The performance of the registered investment adviser(s) selected to manage client portfolios within our Third-Party Managers Program is continually monitored by RIA. Furthermore, accounts within this program are formally reviewed no less than annually. More frequent reviews are triggered by material changes in variables such as the client's individual circumstances, or the market, political or economic environment.

These accounts are reviewed by the advisor to the account (See Form ADV Part 2B).

REPORTS: In addition to the monthly statements and confirmations of transactions that these clients receive from their respective broker-dealer or custodian, the asset manager(s) selected by RIA to manage the client's portfolio(s) within our Third-Party Managers Program provides the client with written quarterly performance reports. Unless otherwise contracted for, we do not typically provide additional reports.

Financial Planning Services

REVIEWS: While reviews occur at different stages depending on the nature and terms of the specific engagement, typically no formal reviews will be conducted for Financial Planning clients unless otherwise contracted for.

REPORTS: Financial Planning clients will receive a completed financial plan either in written form or verbally in meeting with the advisor. Additional reports will not typically be provided unless otherwise contracted for.

Consulting Services

REVIEWS: While reviews occur at different stages depending on the nature and terms of the specific engagement, typically no formal reviews will be conducted for Consulting Services clients unless otherwise contracted for. Such reviews will be conducted by the client's account representative.

REPORTS: Consulting Services clients will not typically receive reports due to the nature of the service.

Item 14 Client Referrals and Other Compensation

Client Referrals

RIA acts as a solicitor on behalf of various independent registered investment advisers. Based on a client's individual circumstances and needs, we will assist the client in determining which independent adviser's portfolio management services are appropriate for that client. Factors considered in making this determination, including account size, risk tolerance, and a client's investment experience, are discussed during our consultation with the client.

RIA will meet with the client on a regular basis, or as determined by the client, to review the account. We will, when needed, suggest changes in the client's portfolio ("rebalancing"), to more effectively address each client's goals. The client then has the option to instruct the independent adviser to make any or all of the changes we recommended. These recommendations are our own, and are neither recommended nor approved by any independent advisers. At the time of conducting the advisory solicitation, RIA will ensure that all federal and/or state specific requirements governing solicitation activities are met.

We do not charge a fee to any client for referrals to another Adviser(s). Our fees for such referrals are paid by the referred Adviser(s) who shares with our firm a percentage of the fees received from the client. Client advisory fees are not increased in any way as a result of our referral of any clients to another Adviser(s).

Clients will receive a separate disclosure document describing the fee paid to us by such Adviser(s). Clients should refer to that Adviser's disclosure document for information regarding its fees, billing practices, minimum required investments and termination of advisory agreements.

Other Compensation

It is RIA's policy not to accept or allow our related persons to accept any form of compensation, including cash, sales awards or other prizes, from a non-client in conjunction with the advisory services we provide to our clients. However, advisors attend conferences and continuing education seminars provided by custodians, mutual fund companies, insurance companies and other service providers where the advisor's cost are occasionally borne by those entities. While this is customary in the

industry this could be a potential conflict of interest as this could cause the advisor to consider the sponsor of the conference a preferred service provider.

In some cases, RIA recommends Freeman & Williams, LLC. (Freeman hereafter) to advisory clients in need of accounting services. Accounting services provided by Freeman are separate and distinct from our advisory services, and are provided for separate and typical compensation. There are no referral fee arrangements between our firms for these recommendations. Except for Family Office accounts no RIA client is obligated to use Freeman for any accounting services and conversely, no accounting client is obligated to use the advisory services provided by us. Except for Family Office services which are specifically contracted for Freeman's accounting services do not include the authority to sign checks or otherwise disburse funds on any of our advisory client's behalf. Family Office clients sign an advisory agreement with RIA that includes services to be provided by both RIA and Freeman.

Item 15 Custody

RIA does not accept custody of Client funds except in the instance of withdrawing Client fees.

For Client accounts in which RIA directly debits their advisory fee:

- RIA will send a copy of its invoice to the custodian at the same time that it sends the client a copy (except in instances in which the adviser's invoice is only providing the same information as is located on the statement provided by the custodian).
- The custodian will send at least quarterly statements to the Client showing all disbursements for the account, including the amount of the advisory fee.
- The Client will provide written authorization to RIA, permitting them to be paid directly for their accounts held by the custodian.

Clients should receive at least quarterly statements from the broker-dealer, bank or other qualified custodian that holds and maintains Client's investment assets. We urge you to carefully review such statements and compare such official custodial records to the account statements or reports that we provide to you. Our statements or reports can vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

Item 16 Investment Discretion

RIA generally exercises discretionary asset management services; in which case we place trades in a client's account without contacting the client prior to each trade to obtain the client's permission.

Our discretionary authority includes the ability to do the following without contacting the client:

- determine the security to buy or sell; and/or
- determine the amount of the security to buy or sell

Clients give us discretionary authority when they sign a discretionary agreement with our firm, and have the right to limit this authority by giving us written instructions. Clients also have the option to change/amend such limitations by once again providing us with written instructions.

The client also retains the option to request that assets be managed on a non-discretionary basis. When

requested, non-discretionary management will be notated on the executed advisory contract, and RIA will obtain client permission and acknowledgement prior to executing transactions in the client's account.

Item 17 Voting Client Securities

As a matter of firm policy, we do not vote proxies on behalf of clients. Therefore, although our firm provides investment advisory services relative to client investment assets, clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets. Clients are responsible for instructing each custodian of the assets, to forward to the client copies of all proxies and shareholder communications relating to the client's investment assets.

We retain the option to provide clients with consulting assistance regarding proxy issues if they contact us with questions at our principal place of business.

Item 18 Financial Information

Under no circumstances do we require or solicit payment of fees in excess of \$1200 per client more than six months in advance of services rendered. Therefore, we are not required to include a financial statement.

As an advisory firm that maintains discretionary authority for client accounts, we are also required to disclose any financial condition that is reasonably likely to impair our ability to meet our contractual obligations. RIA has no additional financial circumstances to report.

RIA has never been the subject of a bankruptcy petition.