

**Item 1: Cover Page**  
**Part 2A of Form ADV: Firm Brochure**  
**March 2020**



**6 MERIDIAN**

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**Wichita, KS 67206**

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**Firm Contact:**  
**Denice Robinson**  
**Chief Compliance Officer**

This brochure provides information about the qualifications and business practices of 6 Meridian LLC (hereinafter “6 Meridian” or the “Firm”). If you have any questions about the contents of this brochure, please contact us at (855) 334-2110 or [contact@6meridian.com](mailto:contact@6meridian.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC) or by any state securities authority. Additional information about our firm is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching CRD #283845.

Please note that the use of the term “registered investment adviser” and description of our firm and/or our associates as “registered” does not imply a certain level of skill or training. Clients are encouraged to review this Brochure and Brochure Supplements for our firm’s associates who advise clients for more information on the qualifications of our firm and our employees.

## Item 2: Material Changes

6 Meridian is required to make clients aware of information that has changed since the last annual update to the Firm Brochure ("Brochure") and that may be important to them. Clients can then determine whether to review the brochure in its entirety or to contact us with questions about the changes.

Since our last annual amendment filed on March 11, 2019, we have the following material changes to disclose:

- Our firm expects to begin acting as a sub-advisor for exchanged traded funds in conjunction with Exchange Traded Concepts, LLC ("ETC") in June 2020. We will receive a portion of ETC's management fee for our services. When appropriate, we may recommend that clients invest a portion of their assets in ETC's exchanged traded funds. This presents a conflict of interest because our firm has a financial incentive to recommend ETC's exchange traded funds. In order to mitigate this potential conflict of interest, we will reduce the wealth management fee for participating clients by an amount equal to the lesser of: 1) the amount of compensation our firm receives as the sub-advisor for those assets (0.49% per annum); or 2) the amount of wealth management fees that would have been billed for those assets.
- We have updated our annual wealth management fee as follows:

<b>Assets Under Management</b>	<b>Annual Percentage of Assets Charge</b>
\$0 to \$2,500,000	1.00%
\$2,500,000 to \$7,500,000	0.75%
Over \$7,500,000	0.50%

- In certain cases, our firm will agree to a charge a flat consulting fee of \$10,000 per month.
- We moved to a new office located at 8301 E 21st St. North, Suite 150, Wichita, KS 67206 in July 2019.

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## **Item 4: Advisory Business**

6 Meridian offers a variety of advisory services, which include financial planning, consulting, and investment management services. Prior to 6 Meridian rendering any of the foregoing advisory services, clients are required to enter into one or more written agreements with 6 Meridian setting forth the relevant terms and conditions of the advisory relationship (the “Advisory Agreement”).

6 Meridian first filed for registration as an investment adviser in July 2016 and is wholly owned by Margaret A. Dechant, Andrew J. Mies, Pamela A. Smith, Sarah J. Hampton, Bryan S. Green and Thomas H. Kirk III. As of December 31<sup>st</sup>, 2019, 6 Meridian had \$1,798,013,861 assets under management; \$1,405,270,674 of which was managed on a discretionary basis and \$392,743,187 of which was managed on a non-discretionary basis. In addition, 6 Meridian maintained \$1,168,133,482 in assets under advisement as of December 31<sup>st</sup>, 2019.

While this brochure generally describes the business of 6 Meridian, certain sections also discuss the activities of its Supervised Persons, which refer to the Firm’s officers, partners, directors (or other persons occupying a similar status or performing similar functions), employees or any other person who provides investment advice on 6 Meridian’s behalf and is subject to the Firm’s supervision or control.

### **Types of Advisory Services Offered**

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#### **Financial Planning and Consulting Services**

6 Meridian offers clients a broad range of financial planning and consulting services, which may include any or all of the following functions:

- Business Planning
- Cash Flow Forecasting
- Trust and Estate Planning
- Financial Reporting
- Retirement Planning
- Education Planning

In performing these services, 6 Meridian is not required to verify any information received from the client or from the client’s other professionals (e.g., attorneys, accountants, etc.) and is expressly authorized to rely on such information. 6 Meridian may recommend clients engage the Firm for additional related services, its Supervised Persons in their individual capacities as insurance agents or registered representatives of a broker-dealer and/or other professionals to implement its recommendations. Clients are advised that a conflict of interest exists if clients engage 6 Meridian or its affiliates to provide additional services for compensation. Clients retain absolute discretion over all decisions regarding implementation and are under no obligation to act upon any of the recommendations made by 6 Meridian under a financial planning or consulting engagement. Clients are advised that it remains their responsibility to promptly notify the Firm of any change in their financial situation or investment objectives for the purpose of reviewing, evaluating or revising 6 Meridian’s recommendations and/or services.

#### **Investment and Wealth Management Services**

6 Meridian provides clients with wealth management services which include a broad range of comprehensive financial planning and consulting services as well as discretionary and/or non-discretionary management of investment portfolios.

6 Meridian primarily allocates client assets among various mutual funds, closed-end funds, exchange-traded funds ("ETFs"), individual debt and equity securities, options and independent investment managers ("Independent Managers"), liquid and illiquid alternative investments, private placements, and structured notes in accordance with their stated investment objectives.

Where appropriate, the Firm may also provide advice about any type of legacy position or other investment held in client portfolios. Clients may engage 6 Meridian to manage and/or advise on certain investment products that are not maintained at their primary custodian, such as variable life insurance and annuity contracts and assets held in employer sponsored retirement plans and qualified tuition plans (i.e., 529 plans). In these situations, 6 Meridian directs or recommends the allocation of client assets among the various investment options available with the product. These assets are generally maintained at the underwriting insurance company or the custodian designated by the product's provider.

6 Meridian tailors its advisory services to meet the needs of its individual clients and seeks to ensure, on a continuous basis, that client portfolios are managed in a manner consistent with those needs and objectives. 6 Meridian consults with clients on an initial and ongoing basis to assess their specific risk tolerance, time horizon, liquidity constraints and other related factors relevant to the management of their portfolios. Clients are advised to promptly notify 6 Meridian if there are changes in their financial situation or if they wish to place any limitations on the management of their portfolios. Clients may impose reasonable restrictions or mandates on the management of their accounts if 6 Meridian determines, in its sole discretion, the conditions would not materially impact the performance of a management strategy or prove overly burdensome to the Firm's management efforts.

### **Sponsor and Manager of Wrap Program**

6 Meridian also provides investment management services as the sponsor and manager of the 6 Meridian Wrap Program (the "Wrap Program"), a wrap fee program (i.e., an arrangement where brokerage commissions and transaction costs are absorbed by the Firm). Participants in the Wrap Program may pay a higher aggregate fee than if investment management and brokerage services are purchased separately. Additional information about the Wrap Program is available in 6 Meridian's Wrap Brochure, which appears as Part 2A Appendix 1 of the Firm's Form ADV.

### **Use of Independent Managers**

As mentioned above, 6 Meridian may select certain Independent Managers to actively manage a portion of its clients' assets. The specific terms and conditions under which a client engages an Independent Manager may be set forth in a separate written agreement with the designated Independent Manager. In addition to this brochure, clients may also receive the written disclosure documents of the respective Independent Managers engaged to manage their assets. The Independent Manager's fees may be separate, and in addition, to 6 Meridian's fees.

6 Meridian evaluates a variety of information about Independent Managers, which may include the Independent Managers' public disclosure documents, materials supplied by the Independent Managers themselves and other third-party analyses it believes are reputable. To the extent possible, the Firm seeks to assess the Independent Managers' investment strategies, past performance and risk results in relation to its clients' individual portfolio allocations and risk exposure. 6 Meridian also takes into consideration each Independent Manager's management style, returns, reputation, financial strength, reporting, pricing and research capabilities, among other factors.

6 Meridian continues to provide services relative to the discretionary or non-discretionary selection of the Independent Managers. On an ongoing basis, the Firm monitors the performance of those accounts being managed by Independent Managers. 6 Meridian seeks to ensure the Independent Managers' strategies and target allocations remain aligned with its clients' investment objectives and overall best interests.

## **Item 5: Fees & Compensation**

6 Meridian offers services for a fee based upon assets under management. Additionally, certain of the Firm's Supervised Persons, in their individual capacities, may offer securities brokerage services and/or insurance products under a separate commission-based arrangement. 6 Meridian's wealth management fee will vary depending upon the assets under management and services provided.

Annual fees for clients will be subject to the following tiered fee schedule:

<b>Assets Under Management</b>	<b>Annual Percentage of Assets Charge</b>
\$0 to \$2,500,000	1.00%
\$2,500,000 to \$7,500,000	0.75%
Over \$7,500,000	0.50%

The annual fee is prorated and charged monthly, in arrears, based upon the average daily account balance for the month. Since the asset-based fee is determined by average daily account balance, if assets are deposited into or withdrawn from an account after the inception of a month, the base fee payable with respect to such assets is adjusted accordingly. In certain cases, 6 Meridian will agree to charge a flat consulting fee of \$10,000 per month. If an advisory agreement is terminated, the fee for the final billing period is prorated through the effective date of the termination and the outstanding or unearned portion of the fee is charged or refunded to the client, as appropriate.

Additionally, for asset management services the Firm provides with respect to certain client holdings (e.g., held-away assets, accommodation accounts, alternative investments, etc.), 6 Meridian may charge no fee or may negotiate a fee rate that differs from the range set forth above.

### **Fee Discretion**

6 Meridian may, in its sole discretion, negotiate to charge a lesser fee based upon certain criteria, such as anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, client holdings, pre-existing/legacy client relationship, account retention and pro bono activities.

### **Additional Fees and Expenses**

In addition to the advisory fees paid to 6 Meridian, clients may also incur certain charges imposed by other third parties, such as broker-dealers, custodians, trust companies, banks and other financial institutions (collectively "Financial Institutions"). These additional charges may include securities brokerage commissions, transaction fees, custodial fees, fees charged by the Independent Managers (charged to all clients other than certain legacy clients whose agreements will reflect the inclusion of these fees), margin costs, charges imposed directly by a mutual fund or ETF in a client's account, as disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other

fees and taxes on brokerage accounts and securities transactions. The Firm's brokerage practices are described at length in Item 12, below.

### **Direct Fee Debit**

Clients generally provide 6 Meridian and/or certain Independent Managers with the authority to directly debit their accounts for payment of the investment advisory fees. The Financial Institutions that act as the qualified custodian for client accounts, from which the Firm retains the authority to directly deduct fees, have agreed to send statements to clients not less than quarterly detailing all account transactions, including any amounts paid to 6 Meridian. Alternatively, clients may elect to have 6 Meridian send a separate invoice for direct payment.

### **Use of Margin**

6 Meridian may be authorized to use margin in the management of the client's investment portfolio. In these cases the fee payable will be assessed net of margin such that the market value of the client's account and corresponding fee payable by the client to 6 Meridian will not be increased.

### **Account Additions and Withdrawals**

Clients may make additions to and withdrawals from their account at any time, subject to 6 Meridian's right to terminate an account. Additions may be in cash or securities provided that the Firm reserves the right to liquidate any transferred securities or declines to accept particular securities into a client's account. Clients may withdraw account assets on notice to 6 Meridian, subject to the usual and customary securities settlement procedures. However, the Firm generally designs its portfolios as long-term investments and the withdrawal of assets may impair the achievement of a client's investment objectives. 6 Meridian may consult with its clients about the options and implications of transferring securities. Clients are advised that when transferred securities are liquidated, they may be subject to transaction fees, short-term redemption fees, fees assessed at the mutual fund level (e.g., contingent deferred sales charges) and/or tax ramifications.

### **Commissions and Sales Charges for Recommendations of Securities**

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Clients can engage certain persons associated with 6 Meridian (but not the Firm directly) to render securities brokerage services under a separate commission-based arrangement. Clients are under no obligation to engage such persons and may choose brokers or agents not affiliated with 6 Meridian. Under this arrangement, the Firm's Supervised Persons, in their individual capacities as registered representatives of Private Client Services, LLC ("PCS"), may provide securities brokerage services and implement securities transactions under a separate commission based arrangement. Supervised Persons may be entitled to a portion of the brokerage commissions paid to PCS, as well as a share of any ongoing distribution or service (trail) fees from the sale of mutual funds. 6 Meridian may also recommend no-load or load-waived funds, where no sales charges are assessed. Prior to effecting any transactions, clients are required to enter into a separate account agreement with PCS.

A conflict of interest exists to the extent that 6 Meridian recommends the purchase or sale of securities where its Supervised Persons receive commissions or other additional compensation as a result of the Firm's recommendation. The Firm has procedures in place to ensure that any recommendations made by such Supervised Persons are in the best interest of clients. For certain accounts covered by the Employee Retirement Income Security Act of 1974 ("ERISA") and such others that 6 Meridian, in its sole discretion, deems appropriate, 6 Meridian may provide its

investment advisory services on a fee-offset basis. In this scenario, 6 Meridian may offset its fees by an amount equal to the aggregate commissions and 12b-1 fees earned by the Firm's Supervised Persons in their individual capacities as registered representatives of PCS.

#### **Item 6: Performance-Based Fees & Side-By-Side Management**

6 Meridian does not provide any services for a performance-based fee (i.e., a fee based on a share of capital gains or capital appreciation of a client's assets).

#### **Item 7: Types of Clients & Account Requirements**

6 Meridian offers services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations and business entities.

##### **Minimum Account Fee**

6 Meridian does not impose requirements for opening and maintaining accounts.

#### **Item 8: Methods of Analysis, Investment Strategies & Risk of Loss**

##### **Methods of Analysis and Investment Strategies**

6 Meridian considers a client's goals and risk tolerance before reaching a mutual decision with the client on how best to build an investment portfolio. 6 Meridian follows a rigorous and detailed planning process to create a diversified portfolio aimed at meeting client objectives.

Upon completion of the analysis 6 Meridian and the client will review the different investment options that are available to meet the objectives. These investment options may include a combination of (i) portfolios that are managed internally by 6 Meridian, (ii) portfolios that are actively managed by outside managers via ETFs, mutual funds, closed-end funds, investment partnerships and/or SMA's and (iii) passive portfolios with investments in ETFs and/or mutual funds. On occasion the Firm's Supervised Persons may utilize other financial products including annuities and insurance to meet client objectives in their individual capacities as licensed insurance agents.

6 Meridian is focused on delivering attractive risk-adjusted returns for our clients. The Firm seeks to accomplish this through a combination of fundamental and quantitative analysis of countries, asset classes, money managers and issuers. Fundamental analysis involves an evaluation of the financial condition and competitive position of a particular country, asset class, fund or issuer. Quantitative analysis involves analyzing historical performance of issuers based on certain criteria including beta, value, momentum, yield and quality. This screening is designed to build portfolios of securities which possess those positive traits that have historically delivered attractive risk-adjusted returns.

6 Meridian manages a variety of portfolios internally which are comprised of individual equity securities, individual bonds, ETFs, derivatives, illiquid alternatives, closed-end funds and open-end mutual funds. These portfolios are built using the Firm's in-house fundamental and quantitative research as well as third-party research.

When examining outside managers or mutual funds 6 Meridian looks at historical return and risk performance, the portfolio management team, minimum investment amounts and fees.

## **Risk of Loss**

### *Market Risks*

Investing involves risk, including the potential loss of principal, and all investors should be guided accordingly. The profitability of a significant portion of 6 Meridian's recommendations and/or investment decisions may depend to a great extent upon correctly assessing the future course of price movements of stocks, bonds and other asset classes. There can be no assurance that 6 Meridian will be able to predict those price movements accurately or capitalize on any such assumptions.

### *Alternative Investments:*

Hedge funds, commodity pools, Real Estate Investment Trusts ("REITs"), Business Development Companies ("BDCs"), and other alternative investments involve a high degree of risk and can be illiquid due to restrictions on transfer and lack of a secondary trading market. They can be highly leveraged, speculative and volatile, and an investor could lose all or a substantial amount of an investment. Alternative investments may lack transparency as to share price, valuation and portfolio holdings. Complex tax structures often result in delayed tax reporting. Compared to mutual funds, hedge funds and commodity pools are subject to less regulation and often charge higher fees. Alternative investment managers typically exercise broad investment discretion and may apply similar strategies across multiple investment vehicles, resulting in less diversification.

### *Liquidity Risk*

Certain assets may not be readily converted into cash or may have a very limited market in which they trade. Thus, you may experience the risk that your investment or assets within your investment may not be able to be liquidated quickly, thus, extending the period of time by which you may receive the proceeds from your investment. Liquidity risk can also result in unfavorable pricing when exiting (i.e. not being able to quickly get out of an investment before the price drops significantly) a particular investment and therefore, can have a negative impact on investment returns.

### *Mutual Funds and ETFs*

An investment in a mutual fund or ETF involves risk, including the loss of principal. Mutual fund and ETF shareholders are necessarily subject to the risks stemming from the individual issuers of the fund's underlying portfolio securities. Such shareholders are also liable for taxes on any fund-level capital gains, as mutual funds and ETFs are required by law to distribute capital gains in the event they sell securities for a profit that cannot be offset by a corresponding loss.

Shares of mutual funds are generally distributed and redeemed on an ongoing basis by the fund itself or a broker acting on its behalf. The trading price at which a share is transacted is equal to a fund's stated daily per share net asset value ("NAV"), plus any shareholders fees (e.g., sales loads, purchase fees, redemption fees). The per share NAV of a mutual fund is calculated at the end of each business day, although the actual NAV fluctuates with intraday changes to the market value of the fund's holdings. The trading prices of a mutual fund's shares may differ significantly from the NAV during periods of market volatility, which may, among other factors, lead to the mutual fund's shares trading at a premium or discount to actual NAV.

The Firm may also invest in “closed end” funds. Closed end funds have a fixed number of shares outstanding. There are differing risks with closed end funds which include use of leverage and share prices that trade at a discount from their net asset value.

Shares of ETFs are listed on securities exchanges and transacted at negotiated prices in the secondary market. Generally, ETF shares trade at or near their most recent NAV, which is generally calculated at least once daily for indexed based ETFs and potentially more frequently for actively managed ETFs. However, certain inefficiencies may cause the shares to trade at a premium or discount to their pro rata NAV. There is also no guarantee that an active secondary market for such shares will develop or continue to exist. Generally, an ETF only redeems shares when aggregated as creation units (usually 20,000 shares or more). Therefore, if a liquid secondary market ceases to exist for shares of a particular ETF, a shareholder may have no way to dispose of such shares.

Risks specific to the funds held by a client will be further discussed in each fund’s prospectus which will be delivered to each investor.

#### *Use of Independent Managers*

As stated above, 6 Meridian may select certain Independent Managers to manage a portion of its clients’ assets. In these situations, 6 Meridian continues to conduct ongoing due diligence of such managers, but such recommendations rely to a great extent on the Independent Managers’ ability to successfully implement their investment strategies. In addition, 6 Meridian generally may not have the ability to supervise the Independent Managers on a day-to-day basis.

#### *Options*

Options allow investors to buy or sell a security at a contracted “strike” price at or within a specific period of time. Clients may pay or collect a premium for buying or selling an option. Investors transact in options to either hedge (i.e., limit) losses in an attempt to reduce risk or to speculate on the performance of the underlying securities. Options transactions contain a number of inherent risks, including the partial or total loss of principal in the event that the value of the underlying security or index does not increase/decrease to the level of the respective strike price. Holders of options contracts are also subject to default by the option writer which may be unwilling or unable to perform its contractual obligations.

#### *Real Estate Investment Trusts (REITs)*

6 Meridian may recommend an investment in, or allocate assets among, various real estate investment trusts (“REITs”), the shares of which exist in the form of either publicly traded or privately placed securities. REITs are collective investment vehicles with portfolios comprised primarily of real estate and mortgage related holdings. Many REITs hold heavy concentrations of investments tied to commercial and/or residential developments, which inherently subject REIT investors to the risks associated with a downturn in the real estate market. Investments linked to certain regions that experience greater volatility in the local real estate market may give rise to large fluctuations in the value of the vehicle’s shares. Mortgage related holdings may give rise to additional concerns pertaining to interest rates, inflation, liquidity and counterparty risk.

### *Use of Margin*

While the use of margin borrowing can substantially improve returns, it may also increase overall portfolio risk. Margin transactions are generally effected using capital borrowed from a Financial Institution, which is secured by a client's holdings. Under certain circumstances, a lending Financial Institution may demand an increase in the underlying collateral. If the client is unable to provide the additional collateral, the Financial Institution may liquidate account assets to satisfy the client's outstanding obligations, which could have extremely adverse consequences. In addition, fluctuations in the amount of a client's borrowings and the corresponding interest rates may have a significant effect on the profitability and stability of a client's portfolio.

## **Item 9: Disciplinary Information**

6 Meridian has not been involved in any legal or disciplinary events that are material to a client's evaluation of its advisory business or the integrity of its management.

## **Item 10: Other Financial Industry Activities & Affiliations**

This item requires investment advisers to disclose certain financial industry activities and affiliations.

### **Sub-Advisor for BlueArc Capital Management, LLC's Funds**

6 Meridian is a sub-advisor of the BlueArc Global Private Credit Opportunity Fund (QC); BlueArc Global Private Credit Opportunity Fund (QC), L.P.; BlueArc Global Private Credit Opportunity Fund (QP); BlueArc Credit Alternatives Fund, LLC; BlueArc Real Estate Investments, LLC; BlueArc Real Estate Income Fund (QC); and BlueArc Real Estate Income Fund (QP) ("Funds") in conjunction with BlueArc Capital Management, LLC. The management fee charged by BlueArc Capital Management, LLC is in addition to 6 Meridian's advisory fee and will not exceed 1.25%. 6 Meridian receives a portion of BlueArc Capital Management, LLC's management fee. This presents a conflict of interest because 6 Meridian has a financial incentive to recommend the Funds. 6 Meridian will only recommend the Funds to accredited investors. An investment in the Funds involves a high degree of risk and should only be considered by sophisticated investors able to assume the risks of loss (including the risk of loss of such investor's entire investment) and illiquidity inherent with these types of investments. These offerings do not waive 6 Meridian's fiduciary duty to its clients or infringe upon any clients right to remedy under state or federal laws.

In compliance with SEC Rule 206(4)-2(b)(4)(i), BlueArc Capital Management, LLC sends an audited financial statement, audited by a registered Public Company Accounting Oversight Board ("PCAOB") accountant, to each Fund investor within 120 days of each Fund's fiscal year end.

### **Sub-Advisor for Exchange Traded Concepts, LLC's Exchange Traded Fund**

6 Meridian expects to begin acting as a sub-advisor for an exchanged traded funds in conjunction with Exchange Traded Concepts, LLC ("ETC") in June 2020. 6 Meridian will receive a portion of ETC's management fee. When appropriate, 6 Meridian may recommend that clients invest a portion of their assets in ETC's exchanged traded funds. This presents a conflict of interest because 6 Meridian has a financial incentive to recommend ETC's exchange traded funds. In order to mitigate this potential conflict of interest, 6 Meridian will reduce the wealth management fee for participating clients by an

amount equal to the lesser of: 1) the amount of compensation 6 Meridian receives as the sub-advisor for those assets (0.49% per annum); or 2) the amount of wealth management fees that would have been billed for those assets.

### **Registered Representatives of a Broker/Dealer**

Certain of the Firm's Supervised Persons are registered representatives of PCS and may provide clients with securities brokerage services under a separate commission-based arrangement. This arrangement is described at length in Item 5.

### **Licensed Insurance Agents**

A number of the Firm's Supervised Persons are licensed insurance agents and may offer certain insurance products on a fully-disclosed commissionable basis. A conflict of interest exists to the extent that 6 Meridian recommends the purchase of insurance products where its Supervised Persons may be entitled to insurance commissions or other additional compensation. The Firm has procedures in place whereby it seeks to ensure that all recommendations are made in its clients' best interest regardless of any such affiliations.

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

6 Meridian has adopted a code of ethics in compliance with applicable securities laws ("Code of Ethics") that sets forth the standards of conduct expected of its Supervised Persons. 6 Meridian's Code of Ethics contains written policies reasonably designed to prevent certain unlawful practices such as the use of material non-public information by the Firm or any of its Supervised Persons and the trading by the same of securities ahead of clients in order to take advantage of pending orders.

The Code of Ethics also requires certain of 6 Meridian's personnel to report their personal securities holdings and transactions and obtain pre-approval of certain investments (e.g., initial public offerings, limited offerings). However, the Firm's Supervised Persons are permitted to buy or sell securities that it also recommends to clients if done in a fair and equitable manner that is consistent with the Firm's policies and procedures. This Code of Ethics has been established recognizing that some securities trade in sufficiently broad markets to permit transactions by certain personnel to be completed without any appreciable impact on the markets of such securities. Therefore, under limited circumstances, exceptions may be made to the policies stated below.

When the Firm is engaging in or considering a transaction in any security on behalf of a client, no Supervised Person with access to this information may knowingly effect for themselves or for their immediate family (i.e., spouse, minor children and adults living in the same household) a transaction in that security unless:

- the transaction has been completed;
- the transaction for the Supervised Person is completed as part of a batch trade with clients;
- or
- a decision has been made not to engage in the transaction for the client.

These requirements are not applicable to: (i) direct obligations of the Government of the United States; (ii) money market instruments, bankers' acceptances, bank certificates of deposit, commercial

paper, repurchase agreements and other high quality short-term debt instruments, including repurchase agreements; (iii) shares issued by mutual funds or money market funds; and (iv) shares issued by unit investment trusts that are invested exclusively in one or more mutual funds.

Clients and prospective clients may contact 6 Meridian to request a copy of its Code of Ethics.

## **Item 12: Brokerage Practices**

### **Recommendation of Broker/Dealers for Client Transactions**

6 Meridian generally recommends that clients utilize the custody, brokerage and clearing services of Pershing Advisor Solutions (“Pershing”) for investment management accounts. Factors which 6 Meridian considers in recommending Pershing or any other broker-dealer to clients include their respective financial strength, reputation, execution, pricing, research and service. Pershing may enable the Firm to obtain many mutual funds without transaction charges and other securities at nominal transaction charges. The commissions and/or transaction fees charged by Pershing may be higher or lower than those charged by other Financial Institutions.

The commissions paid by 6 Meridian’s clients to Pershing comply with the Firm’s duty to obtain “best execution.” Clients may pay commissions that are higher than another qualified Financial Institution might charge to effect the same transaction where 6 Meridian determines that the commissions are 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 Financial Institution’s services, including among others, the value of research provided, execution capability, commission rates and responsiveness. 6 Meridian seeks competitive rates but may not necessarily obtain the lowest possible commission rates for client transactions.

Transactions may be cleared through other broker-dealers with whom the Firm and its custodians have entered into agreements for prime brokerage clearing services. Should an account make use of prime brokerage, the Client may be required to sign an additional agreement, and additional fees are likely to be charged.

Consistent with obtaining best execution, brokerage transactions may be directed to certain broker/dealers in return for investment research products and/or services which assist 6 Meridian in its investment decision-making process. Such research generally will be used to service all of the Firm’s clients, but brokerage commissions paid by one client may be used to pay for research that is not used in managing that client’s portfolio. The receipt of investment research products and/or services as well as the allocation of the benefit of such investment research products and/or services poses a conflict of interest because 6 Meridian does not have to produce or pay for the products or services.

6 Meridian periodically and systematically reviews its policies and procedures regarding its recommendation of Financial Institutions in light of its duty to obtain best execution.

### **Software and Support Provided by Financial Institutions**

6 Meridian may receive without cost from Pershing computer software and related systems support, which allow 6 Meridian to better monitor client accounts maintained at Pershing. 6 Meridian may receive the software and related support without cost because the Firm renders investment

management services to clients that maintain assets at Pershing. The software and support is not provided in connection with securities transactions of clients (i.e., not “soft dollars”). The software and related systems support may benefit 6 Meridian, but not its clients directly. In fulfilling its duties to its clients, 6 Meridian endeavors at all times to put the interests of its clients first. Clients should be aware, however, that 6 Meridian’s receipt of economic benefits from a broker/dealer creates a conflict of interest since these benefits may influence the Firm’s choice of broker/dealer over another that does not furnish similar software, systems support or services.

Specifically, 6 Meridian may receive the following benefits from Pershing:

- Receipt of duplicate client confirmations and bundled duplicate statements;
- Access to a trading desk that exclusively services its institutional traders;
- 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.

### **Brokerage for Client Referrals**

Meridian does not consider, in selecting or recommending broker/dealers, whether the Firm receives client referrals from the Financial Institutions or other third party.

### **Directed Brokerage**

The client may direct 6 Meridian in writing to use a particular Financial Institution to execute some or all transactions for the client. In that case, the client will negotiate terms and arrangements for the account with that Financial Institution and the Firm will not seek better execution services or prices from other Financial Institutions or be able to “batch” client transactions for execution through other Financial Institutions with orders for other accounts managed by 6 Meridian (as described above). As a result, the client may pay higher commissions or other transaction costs, greater spreads or may receive less favorable net prices, on transactions for the account than would otherwise be the case. Subject to its duty of best execution, 6 Meridian may decline a client’s request to direct brokerage if, in the Firm’s sole discretion, such directed brokerage arrangements would result in additional operational difficulties.

### **Commissions or Sales Charges for Recommendations of Securities**

As discussed above, certain Supervised Persons in their respective individual capacities are registered representatives of PCS. These Supervised Persons are subject to FINRA Rule 3040 which restricts registered representatives from conducting securities transactions away from their broker-dealer unless PCS provides written consent. Therefore, clients are advised that certain Supervised Persons may be restricted to conducting securities transactions through PCS if they have not secured written consent from PCS to execute securities transactions through a different broker-dealer. Absent such written consent or separation from PCS, these Supervised Persons are prohibited from executing securities transactions through any broker-dealer other than PCS under its internal supervisory policies. The Firm is cognizant of its duty to obtain best execution and has implemented policies and procedures reasonably designed in such pursuit.

## **Trade Aggregation**

Transactions for each client generally will be effected independently, unless 6 Meridian decides to purchase or sell the same securities for several clients at approximately the same time. 6 Meridian may (but is not obligated to) combine or “batch” such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among the Firm’s clients differences in prices and commissions or other transaction costs that might not have been obtained had such orders been placed independently. Under this procedure, transactions will generally be averaged as to price and allocated among 6 Meridian’s clients pro rata to the purchase and sale orders placed for each client on any given day. To the extent that the Firm determines to aggregate client orders for the purchase or sale of securities, including securities in which 6 Meridian’s Supervised Persons may invest, the Firm generally does so in accordance with applicable rules promulgated under the Advisers Act and no-action guidance provided by the staff of the U.S. Securities and Exchange Commission. 6 Meridian does not receive any additional compensation or remuneration as a result of the aggregation.

In the event that the Firm determines that a prorated allocation is not appropriate under the particular circumstances, the allocation will be made based upon other relevant factors, which may include: (i) when only a small percentage of the order is executed, shares may be allocated to the account with the smallest order or the smallest position or to an account that is out of line with respect to security or sector weightings relative to other portfolios, with similar mandates; (ii) allocations may be given to one account when one account has limitations in its investment guidelines which prohibit it from purchasing other securities which are expected to produce similar investment results and can be purchased by other accounts; (iii) if an account reaches an investment guideline limit and cannot participate in an allocation, shares may be reallocated to other accounts (this may be due to unforeseen changes in an account’s assets after an order is placed); (iv) with respect to sale allocations, allocations may be given to accounts low in cash; (v) in cases when a pro rata allocation of a potential execution would result in a de minimis allocation in one or more accounts, the Firm may exclude the account(s) from the allocation; the transactions may be executed on a pro rata basis among the remaining accounts; or (vi) in cases where a small proportion of an order is executed in all accounts, shares may be allocated to one or more accounts on a random basis.

## **Item 13: Review of Accounts or Financial Plans**

### **Account Reviews**

6 Meridian monitors client portfolios on a continuous and ongoing basis while regular account reviews are conducted on at least an annual basis. Such reviews are conducted by the Firm’s Principals and investment adviser representatives. All investment advisory clients are encouraged to discuss their needs, goals and objectives with 6 Meridian and to keep the Firm informed of any changes thereto. The Firm contacts ongoing investment advisory clients at least annually to review its previous services and/or recommendations and to discuss the impact resulting from any changes in the client’s financial situation and/or investment objectives.

### **Account Statements and Reports**

Clients are provided with transaction confirmation notices and regular summary account statements directly from the Financial Institutions where their assets are custodied. From time-to-time or as otherwise requested, clients may also receive written or electronic reports from 6 Meridian and/or an outside service provider, which contain certain account and/or market-related information, such

as an inventory of account holdings or account performance. Clients should compare the account statements they receive from their custodian with any documents or reports they receive from 6 Meridian or an outside service provider.

#### **Item 14: Client Referrals & Other Compensation**

The Firm does not provide compensation to any third-party solicitors for client referrals.

#### **Item 15: Custody**

The Advisory Agreement and/or the separate agreement with any Financial Institution generally authorize 6 Meridian and/or the Independent Managers to debit client accounts for payment of the Firm's fees and to directly remit that those funds to the Firm in accordance with applicable custody rules. The Financial Institutions that act as the qualified custodian for client accounts, from which the Firm retains the authority to directly deduct fees, have agreed to send statements to clients not less than quarterly detailing all account transactions, including any amounts paid to 6 Meridian.

In addition, as discussed in Item 13, 6 Meridian may also send periodic supplemental reports to clients. Clients should carefully review the statements sent directly by the Financial Institutions and compare them to those received from 6 Meridian.

The SEC issued a no-action letter ("Letter") with respect to the Rule 206(4)-2 ("Custody Rule") under the Investment Advisers Act of 1940 ("Advisers Act"). The letter provided guidance on the Custody Rule as well as clarified that an adviser who has the power to disburse client funds to a third party under a standing letter of instruction ("SLOA") is deemed to have custody. As such, our firm has adopted the following safeguards in conjunction with our custodian, Pershing:

- The client provides an instruction to the qualified custodian, in writing, that includes the client's signature, the third party's name, and either the third party's address or the third party's account number at a custodian to which the transfer should be directed.
- The client authorizes the investment adviser, in writing, either on the qualified custodian's form or separately, to direct transfers to the third party either on a specified schedule or from time to time.
- The client's qualified custodian performs appropriate verification of the instruction, such as a signature review or other method to verify the client's authorization, and provides a transfer of funds notice to the client promptly after each transfer.
- The client has the ability to terminate or change the instruction to the client's qualified custodian.
- The investment adviser has no authority or ability to designate or change the identity of the third party, the address, or any other information about the third party contained in the client's instruction.
- The investment adviser maintains records showing that the third party is not a related party of the investment adviser or located at the same address as the investment adviser.
- The client's qualified custodian sends the client, in writing, an initial notice confirming the instruction and an annual notice reconfirming the instruction.

#### **Item 16: Investment Discretion**

6 Meridian may be given the authority to exercise discretion on behalf of clients. 6 Meridian is considered to exercise investment discretion over a client's account if it can effect and/or direct

transactions in client accounts without first seeking their consent. 6 Meridian is given this authority through a power-of-attorney included in the agreement between 6 Meridian and the client. Clients may request a limitation on this authority (such as certain securities not to be bought or sold). 6 Meridian takes discretion over the following activities:

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

### **Item 17: Voting Client Securities**

6 Meridian may accept the authority to vote a client's securities (i.e., proxies) on their behalf. When 6 Meridian accepts such responsibility, it will cast proxy votes only in a manner it believes consistent with the best interest of its clients. At any time clients may contact the Firm to request information about how 6 Meridian voted proxies for that client's securities.

A brief summary of 6 Meridian's proxy voting policies and procedures is as follows:

The Firm has engaged ProxyEdge by Broadridge of North America, Inc. ("ProxyEdge"), a third-party, independent proxy advisory firm, to provide it with research, analysis, and recommendations on the various proxy proposals for the client securities that 6 Meridian manages with the aim of maximizing shareholder value. In engaging ProxyEdge for that purpose, 6 Meridian has reviewed ProxyEdge's Proxy Guidelines and has approved ProxyEdge's positions on voting positions it recommends for the types of proposals most frequently presented, including: election and composition of directors; financial reporting; compensation of management and directors; corporate governance structure and anti-takeover measures; and environmental and social risks to operations. 6 Meridian is in agreement with the approach ProxyEdge has set forth in its current Proxy Guidelines for voting proxies. Although 6 Meridian, based on its approval of the positions in the Proxy Guidelines, expects to vote proxies according to ProxyEdge's recommendations, certain issues may need to be considered on a case-by-case basis due to the diverse and continually evolving nature of corporate governance issues. If such cases should arise, then 6 Meridian will devote appropriate time and resources to consider those issues.

Where 6 Meridian is responsible for voting proxies on behalf of a client, the client cannot direct the Firm's vote on a particular solicitation. The client, however, can revoke 6 Meridian's authority to vote proxies. In situations where there may be a conflict of interest in the voting of proxies due to business or personal relationships that 6 Meridian maintains with persons having an interest in the outcome of certain votes, the Firm will take appropriate steps, whether by following ProxyEdge's third-party recommendation or otherwise, to ensure that proxy voting decisions are made in what it believes is the best interest of its clients and are not the product of any such conflict.

ProxyEdge will also file class action information for clients automatically. If a client receives a settlement for such class action, ProxyEdge will take 20% of the settlement. The Firm does not receive any of this compensation. Clients can opt out of having 6 Meridian engage ProxyEdge for all proxy and class action services. Clients opting out would be responsible for all such activities.

## **Item 18: Financial Information**

6 Meridian is not required to disclose any financial information due to the following:

- The Firm does not require or solicit the prepayment of more than \$1,200 in fees six months or more in advance of services rendered;
- The Firm does not have a financial condition that is reasonably likely to impair its ability to meet contractual commitments to clients; and
- The Firm has not been the subject of a bankruptcy petition at any time during the past ten years.