

# ASSET PRESERVATION GROUP, INC.

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This brochure provides information about the qualifications and business practices of Asset Preservation Group, Inc. It is prepared pursuant to regulatory requirements. If you have any questions about the contents of this brochure, please contact us at the phone number or website listed above. 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. Asset Preservation Group, Inc. is a registered investment adviser with the SEC under the Investment Advisors Act of 1940 (the "Advisors Act"). However, such registration does not imply a certain level of skill or training. Additional information about Asset Preservation Group, Inc. is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

**Dated: February 22, 2021**

## Item 2 Material Changes

This Form ADV, Part 2, also known as the “Brochure”, requires disclosure on distinct topics, and answers must be presented in the order of the items in the form, using the headings in the form. We urge you to carefully review all subsequent summaries of material changes, as they will contain important information about any significant changes to our advisory services, fee structure, business practices, conflicts of interest, and disciplinary history.

After the 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.

### **Summary of Material Changes:**

Please note that there were no “material changes” made to this Brochure since our last delivery or posting of the Brochure on the SEC’s public disclosure website; however, this Brochure does include a number of minor editorial changes and the updated information on our assets under management.

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### INTRODUCTION

Asset Preservation Group, Inc. is a registered Investment Advisory firm registered with the U.S. Securities and Exchange Commission (SEC) since October 22, 1999. We are noticed filed in our home state of Texas, which means we are registered to do business in this state. We conduct business in other states by claiming an exemption from registration. Our registration as an Investment Adviser does not imply any level of skill or training.

The oral and written communications we provide you, including this Brochure, are information you can use to evaluate us in your decision to engage or continue a mutually beneficial relationship. This Brochure provides information about our qualifications and business practices.

### OWNERSHIP

Asset Preservation Group, Inc. is a privately owned corporation headquartered in Grapevine, Texas. Mark S. Henderson founded Asset Preservation Group, Inc. on June 29, 1999 and is a co-owner of the business along with Michael S. Franklin.

### ADVISORY SERVICES OFFERED

Asset Preservation Group, Inc. is an investment advisory firm providing:

- Financial Planning Services
- Portfolio Management through Separately Managed Accounts
- Third-Party Asset Manager Referral Program

Our services are designed to address your specific goals, objectives, risk tolerance and preferences with specific investments recommended to meet or achieve them.

Our service constitutes a process by which:

- a) Your investment objectives, constraints and preferences are identified and specified;
- b) Your plan and investment strategies are developed and then implemented through a diversification of investments;
- c) Capital market conditions and your circumstances are monitored; and
- d) Portfolio adjustments are made as appropriate to address changes to any or all of the above.

We provide advice on individual stocks, bonds, options, ETF's, mutual funds, private placements, hedge funds, partnerships, and various other alternative investments.

### FINANCIAL PLANNING SERVICES:

Our Firm provides advice in the form of a Financial Plan or by an analysis of specific areas. Our financial planning service will address any or all of the following areas of concern:

- Personal: Family finances, budgeting, personal debts and liabilities, estate information and identifying of financial goals.
- Tax & Cash Flow: Income tax and cash flow analysis / planning for current and future years. Illustration of the impact of ~~various~~ recommended investments on current and future tax liability.
- Death & Disability: Cash needs; analysis for income needs of surviving dependents, estate planning and disability income.
- Retirement: Analysis of your current retirement projections, as well as our projections with our recommended investment plans and retirement strategies to help you achieve your retirement goals.

Our Financial Planning Services consist of the following types of services:

- Financial Plan- If you request this service you will receive a written report providing you with a detailed financial plan designed to achieve your goals and objectives. This includes data analysis, recommendations and a plan of action with an emphasis on your needs, objectives and attitudes. Our Firm gathers the required information for this process through in-depth personal interviews concerning your current financial status, future goals and attitudes towards risk and a thorough review of documents supplied by you. Implementation of this prepared plan or recommendations is solely by your direction. Our clients are encouraged to consult any other persons or professionals that they may feel will aid them in making these decisions or implementation of these recommendations.
- Special Needs Analysis- If you request this service you will receive an analysis of specific areas such as education funding, risk management, wealth accumulation, income tax strategies or retirement planning strategies as they may apply
- Update and Review- We will update and review a plan or analysis previously presented by us, to reflect significant financial or situational changes that may have occurred.
- Ongoing Analysis and Review- This service provides monitoring your accounts, needs, etc. and reviewing your plans and investments on an annual basis or as requested by you.

**PORTFOLIO MANAGEMENT: through Separately Managed Accounts:**

Under the Separately Managed Accounts (SMA's), we recommend a portfolio designed to meet your investment objectives and risk tolerance. Once agreed upon, we utilize our discretionary authority to implement and make changes to your portfolio as need arises to maintain those investment objectives and risk tolerance, with consideration to any restrictions that you may dictate. This is accomplished within a WRAP account established on the TD Ameritrade brokerage platform. We may offer other investment advisory services not specifically outlined in this brochure.

**THIRD-PARTY ASSET MANAGER REFERRAL PROGRAM SERVICES:**

We can recommend the services of Third-Party Asset Managers ("TPAM") to manage a portion of a client's portfolio. We would recommend a TPAM whose investment style and strategy is believed to be consistent with your financial needs, investment goals, objectives and risk tolerance. All TPAM's we refer to our clients are properly registered with the appropriate regulator(s). The TPAM is granted authority by you to manage and invest your assets with discretion as the advisor on the account. In this situation, we act as a solicitor for the TPAM and have only a limited amount of discretion to change the investment manager, unless you have expressly provided greater authority to us, but we have neither discretion nor authority to make individual security changes in these accounts.

Clients referred to TPAM's will receive full disclosure, including their services rendered, fee schedules and the TPAM's brochure or equivalent disclosure document. The TPAM can impose a minimum dollar amount of initial assets for the investment advisory services as disclosed in the management agreement. These minimums can be waived at the TPAM's discretion.

**WRAP FEE PROGRAM:**

We are the sponsor and investment manager of the Asset Preservation Group's Separately Managed Account Wrap Fee Program (APG Wrap Program). A "wrap-fee" program is one that provides the client with advisory and brokerage execution services for an all-inclusive fee. More detail on the Asset Preservation Group's Separately Managed Account Wrap Fee Program may be found in Form ADV Part 2A Appendix 1.

**ASSETS UNDER MANAGEMENT**

As of December 31, 2020 Asset Preservation Group, Inc. has \$130,741,800 discretionary assets under management and approximately \$29,357,200 million in non-discretionary assets under management.

## Item 5 Fees and Compensation

### APG Wrap Fee Schedule

<u>Assets Under Management</u>	<u>APG's Annualized Fee</u>
\$0 to \$1,000,000	1.00%
\$1,000,001 to \$2,000,000	0.85%
\$2,000,001 to \$4,000,000	0.75%
\$4,000,001 & Over	0.65%

The WRAP fees include charges for all transactional costs and commissions on the purchase or sale of securities in the client's wrap account. Except as provided, the client will incur no trading charges or fees other than the advisor's fee pursuant to the above fee schedule in connection with the activity in the client's wrap account.

Fees are based on the percentages listed in the APG Wrap Fee Schedule. For purposes of fee calculation, all household accounts, at the end of the calendar quarter, are aggregated to determine AUM. Fees are calculated by multiplying the WRAP account value by the percentage per the APG Wrap Fee Schedule and dividing such product by four (4). Household is defined as related accounts: spouses and children under age 18; are combined for fee calculation purposes. We combine all assets under management (AUM) to assist you in meeting fee breakpoints and therefore lowering your overall fee level.

Fee adjustments will not be made to reflect deposits in and withdrawals from an existing account ("capital flows") during a calendar quarter but will be reflected in the following quarter's billing.

Fees for the initial opening quarter will be adjusted pro-rata based upon the number of calendar days in the calendar quarter that the assets are invested. The pro-rata fee will be the actual fee percentage the client will pay according to the firm's APG Wrap Fee Schedule divided by 365 days, times the actual days remaining in the quarter, times the amount of assets in the client's account. The actual days remaining in the quarter will begin when the assets are actually deployed in various investments and not when initially deposited into the account.

Custody of client accounts for both securities and funds will be maintained at TD Ameritrade, Inc. Neither APG nor its advisory agents are affiliates of TD Ameritrade.

The Custodian (TD Ameritrade) will send to you a quarterly Account statement that shows the amount of our advisory fee charged on your WRAP account. Upon your request, we will provide a detailed accounting for the value of your assets upon which the fee was based, and the specific manner in which the fee was calculated.

### Termination:

Either party can terminate our relationship at any time and for any reason, upon written notice to the other party. Upon instructions received, we will instruct broker dealers, mutual fund sponsors, and others to liquidate and/or transfer the portfolio and remit proceeds back to you or a designated third-party. A refund of our unearned Wrap Fee will be made on a prorated basis from the time of termination.

No proration for breakpoints is achieved during the quarter. Breakpoints are applied when billing occurs in the next quarter.

**Additional Types of Fees or Expenses**

Wrap Fees do not include certain charges imposed by third parties which include, but are not limited to, the following: mutual fund expense ratios or money market 12b-1 and sub transfer fees, fund or money market management fees and administrative expenses, mutual fund transaction fees, certain deferred sales charges on previously purchased mutual funds transferred into the account, IRA and qualified retirement plan fees, and other charges required by law. Additional fees may be incurred while the funds are in a money market fund or other no-load fund. These fees are charged and collected by the mutual funds and are not refundable to Client.

**THIRD-PARTY ASSET MANAGER REFERRAL FEE SCHEDULE (TPAM):**

The basic fee schedule for these services will vary based on the TPAM chosen to provide this service. The fees payable to us, as a solicitor of the TPAM, will be in accordance with the APG Wrap Fee Schedule. The total fee will be based on the assets managed in the TPAM account and are not negotiable with the TPAM. The total fee will be paid according to the management agreement of each TPAM. All fees will be payable directly to the TPAM to which authority is granted and split according to the arrangement between us and the TPAM. Based on this split, the TPAM's portion will be according to their published fee schedule and our fee will be according to our "APG Wrap Fee Schedule" outlined previously in this section. For purposes of APG's fee calculation, all household accounts, at the end of the calendar quarter, are aggregated to determine AUM.

Complete disclosure of the amount of the fee received by us will be listed in the APG Investment Advisor Agreement signed by you. The TPAM fees are billed quarterly in advance for the following TPAM's; PSI, AssetMark, PFM, BTS and Hanlon. SEI bills their fees quarterly in arrears.

You can terminate the TPAM management agreement at any time according to the terms disclosed in the management agreement. If fees are paid prior to service being rendered, and you terminate services, the prorated fees for the portion not used will be returned by the TPAM.

**Other Compensation Received by Our Advisory Agents**

Advisory Agents of the Firm are also licensed insurance agents for various other insurance companies. If you elect to implement a plan or buy insurance through the Firm's Advisory Agents, then the agents would receive a commission from the insurance sales, which includes life, accident, disability and fixed annuities. This could present a conflict of interest because they will receive a commission for these services, which is separate from the portfolio management, financial planning and other services provided. Advisory Agents of our Firm have no single agreement with any agency or company, but will seek out the products of any company, agency or brokerage that have products fitting your needs.

Advisory Agents of our Firm are registered representatives of Purshe Kaplan Sterling Investments, a FINRA broker/dealer. In this capacity, the Advisory Agents of our Firm could sell securities through Purshe Kaplan Sterling Investments, a FINRA broker/dealer and receive normal and customary commissions as a result of such purchases and sales. This could present a conflict of interest to the extent that the agent recommends that a client invest in a security which results in a commission being paid to the agent.

**ERISA Accounts, Profit Sharing 401(k), SEP's:**

We also have other retirement accounts which are subject to ERISA rules and regulations. In all cases an "eligible investment advice arrangement" or advisory agreement will be executed with the Client. We will be considered a "fiduciary advisor" and will charge fees to the retirement account.

**FINANCIAL PLANNING ONLY FEE SCHEDULE:**

Our financial planning only fee depends on the scope, complexity and work to be performed by us. All fees are intended as standards and are subject to negotiation when, in our opinion such negotiation is in the best interests of all parties. Fees are waived for Financial Planning if the client engages APG as an Investment Manager.

Financial Plan fees are assessed as follows:

- Financial Plans Only - \$500.00 minimum charge. Fees are payable at time services are rendered.
- Special Needs Analysis- \$200.00 minimum charge. Fees are payable at time services are

- rendered.
- Updates and Reviews- \$150.00 per hour. Fees are billed after services are rendered.
- Ongoing Analysis and Reviews- \$150.00 per hour. Fees are billed after services are rendered.

**Termination:**

You can terminate the relationship with us and receive a full refund of fees within 5 business days of signing the advisory agreement. After which, you may receive a prorated fee based on the time and effort already completed.

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

We do not charge performance-based fees nor do we provide side by side management services.

## Item 7 Types of Clients

**Client Base**

Our customer base consists of individuals to include high net worth individuals, trusts, estates, pension and profit-sharing plans and corporations or other business entities. These are the types of clients that we service.

**Conditions for Account Management**

We have no conditions for opening an account with our firm. Third-party managers will vary by manager but most commonly their minimum is \$25,000.

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

**Analysis & Investment Strategies**

We work with you to devise an investment strategy to meet your financial objectives. This includes:

- discussion regarding your objectives
- review of existing holdings
- ongoing analysis of funds
- advice on best direction for new investments
- updates of specific changes within the market or to particular funds
- periodic monitoring of recommended investments and yearly review

The flexibility of our strategies gives us the ability to best manage investment risks in any investment market.

We use Charting, Fundamental, and Technical security analysis methods.

Charting Analysis is a way of gathering and processing price and volume information of a particular security by applying mathematical equations and then plotting the resulting data onto graphs in order to predict future price movements.

Fundamental Analysis involves using real data to evaluate a security's value. We perform fundamental analysis on a securities value by looking at economic factors, such as interest rates and the overall state of the economy, information about issuers, potential changes in credit ratings, revenues, earnings, future growth, return on equity, profit margins and other data to determine underlying value and potential for future growth.

Technical Analysis involves studying supply and demand in the market to determine what direction, or trend



will continue in the future by understanding the emotions in the market as opposed to its components and focuses on the effect of previous price movements. Understanding the benefits and limitations of technical analysis can give a new set of tools or skills that will enable us to be a better trader or investor.

**Risk of Loss:**

**Investing in securities involves risk of loss that you should be prepared to bear.** The advice offered by our Firm to clients is determined by the areas of expertise of the agent providing the service and the client's stated objective. Our clients are advised to notify our Firm promptly if there are ever any changes in your financial situation or investment objective or if you wish to impose any reasonable restrictions upon our management services. If you wish to impose any reasonable restrictions upon our management services, you will need to advise us in writing of any restrictions.

We do not represent, warrant, or imply that the services or methods of analysis employed by us can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. All securities trading, whether in stocks, options, or other investment vehicles, is speculative in nature and involves substantial risk of loss that clients should be prepared to bear. Past performance is not necessarily indicative of future results. Clients should make every effort to understand the risks involved.

## Item 9 Disciplinary Information

Registered Investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of our firm or the integrity of our management.

Our Firm does not have any material facts about legal or disciplinary events that are material to your evaluation of the integrity of our firm or its advisory agents to disclose. Your confidence and trust placed in our Firm and its advisory agents is something we value and endeavor to protect.

## Item 10 Other Financial Industry Activities and Affiliations

**Financial Industry Relationships:**

**Unaffiliated Relationships:**

Associates of our firm are also licensed insurance agents for various unaffiliated companies. If you elect to implement a plan or buy insurance through our advisory agents, they receive a commission from insurance sales, which includes life, accident, disability and fixed annuities. This presents a conflict of interest to the extent that the advisory agent recommends the purchase of an insurance product which results in a commission being paid to the advisory agent as an insurance agent. Advisory Agents have no single agreement with any agency or company, but will seek out the products of any company, agency or brokerage that have products fitting your needs.

Advisory Agents of our Firm are registered representatives of Purshe Kaplan Sterling Investments, member FINRA/SIPC, an unaffiliated broker/dealer. In this capacity, the Advisory Agents of our Firm could sell securities through a FINRA broker/dealer and receive normal and customary commissions as a result of such purchases and sales. This could present a conflict of interest to the extent that the Advisory Agent recommends that a client invest in a security which results in a commission being paid to the Advisory Agent.

For those associates described above, approximately 45% of each business day is devoted to review and sales of securities and insurance.

**Third-Party Unaffiliated Adviser Relationships:**

We have unaffiliated third-party advisory relationships with Hanlon Investment Management, Portfolio Strategies, Inc., Potomac Fund Management, BTS Management, SEI Investments and AssetMark. We may develop other third-party advisory arrangements with other unaffiliated RIA's at our discretion.

You will receive a Solicitor's Disclosure Statement, pursuant to SEC Rule 206(4)-3. The Solicitor's Disclosure Statement provides, among other things, disclosure regarding the affiliation, if any, between our Firm and the third-party adviser; the terms of the solicitation agreement between our Firm and the third-party adviser, including the amount of compensation to be paid to our Firm for the solicitation; and the additional cost to you if any, as a result of the solicitation agreement.

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

### **Participation or Interest in Client Transactions / Personal Trading:**

Associated persons of our Firm will buy or sell for themselves securities that they would also recommend to you. These investment products will be bought and sold on the same basis as you. In all instances, the positions would be so small they would have no impact on the pricing or performance of the security. We will do everything possible to mitigate these conflicts. Records of all advisory associate's proprietary trading activities are reviewed and kept by us. We and our advisory agents will act in a fiduciary manner, understand the prohibitions against the use of any insider information and will always act in your best interest.

### **Code of Ethics:**

Our Firm has adopted a Code of Ethics Policy to prohibit conflicts of interest from personal trading by advisory personnel and has established standards of conduct expected of its advisory personnel. Our Firm has set forth in the Code of Ethics Policy statements of general principals, required course of conduct, reporting obligations, and review and enforcement of the Code of Ethics Policy. We will provide a copy of the Code of Ethics Policy to our clients or prospective client's upon written request.

## Item 12 Brokerage Practices

### **Brokerage Selection:**

Our firm has discretionary authority over your account(s) to determine the securities to be bought or sold, their amounts, and the broker to be used without specific consultation with you as deemed to be in your best interest and to achieve your stated investment objectives.

We use TD Ameritrade, member FINRA/SIPC, as custodian for the execution of securities transactions for our brokerage platform for our clients Wrap account(s). TD Ameritrade is not an affiliated entity of our firm.

Factors considered by us in suggesting broker-dealers are: (i) execution capabilities, (ii) commission rates, (iii) responsiveness and financial responsibility, and (iv) other services which will help us to provide investment supervisory services to our clients.

We understand and acknowledge that at all times we owe a fiduciary duty to clients to obtain best execution for transactions. Since custodians' charge clients a fee for each trade executed by a different broker-dealer, we have the custodian execute most trades for client accounts in order to minimize trading costs. We have determined that having the custodian execute most trades is consistent with our duty to seek best execution of client trades. Best execution means seeking the most favorable terms for a transaction based on all relevant factors, including those listed above.

Our advisory agents are registered representatives with Purshe Kaplan Sterling Investments. Advisory Agents will take steps to assure that you receive best execution and a reasonable commission rates when trades are executed.

**Brokerage for Client Referrals:**

Neither our Firm nor our Advisory Agents receive client referrals from a broker dealer or other third-party when recommending to you a broker-dealer for the execution of securities transactions.

**Directed Brokerage:**

If you want to direct us to use a particular broker dealer to handle security transactions, then you are responsible for the custodian fee arrangement. You should understand that this might prevent our Firm from effectively negotiating brokerage compensation or obtaining the most favorable net price and execution. When directing brokerage business, you should consider whether the commission expenses, execution, clearance and settlement capabilities that you will obtain through another broker dealer are adequately favorable in comparison to those that our Firm would otherwise obtain for you using TD Ameritrade. We encourage you to discuss alternatives with our advisory agents.

**Research and Other Soft Dollar Benefits:**

TD Ameritrade provides us with access to their institutional trading and custody services, which are typically not available to TD Ameritrade's retail investors. These services generally are available to independent investment advisors on an unsolicited basis. These services are not contingent upon us committing to a custodian any specific amount of business (assets in custody or trading commissions).

TD Ameritrade's brokerage services include the execution of securities transactions, custody, research, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.

***Other Products and Services***

TD Ameritrade may also make available to us other products and services that benefit us but may not directly benefit its clients' accounts. Many of these products and services may be used to service all or some substantial number of our accounts, including accounts not maintained at TD Ameritrade. TD Ameritrade may also make available to us software and other technology that:

- provide access to client account data (such as trade confirmations and account statements)
- facilitate trade execution and allocate aggregated trade orders for multiple client accounts
- provide research, pricing and other market data
- facilitate payment of our fees from its clients' accounts
- assist with back-office functions, recordkeeping and client reporting

TD Ameritrade may also offer other services intended to help us manage and further develop our business enterprise. These services may include:

- compliance, legal and business consulting
- publications and conferences on practice management and business succession
- access to employee benefits providers, human capital consultants and insurance providers

TD Ameritrade may also provide other benefits such as educational events or occasional business entertainment of our personnel. In evaluating whether to recommend that client's custody their assets at TD Ameritrade, we may take into account the availability of some of the foregoing products and services and other arrangements as part of the total mix of factors it considers, and not solely the nature, cost or quality of custody and brokerage services provided by TD Ameritrade, which may create a conflict of interest. We can mitigate this conflict by suggesting TPAMs that utilize other custodians that may be in the best interests of the client.

***Independent Third Parties***

TD Ameritrade may make available, arrange, and/or pay third-party vendors for the types of services rendered to us. TD Ameritrade may discount or waive fees it would otherwise charge for some of these services or all or a part of the fees of a third-party providing these services to us.

***Additional Compensation Received from TDA Ameritrade***

We may participate in institutional customer programs sponsored by broker-dealers or custodians. We may recommend these broker-dealers or custodians to clients for custody and brokerage services. There is no direct link between our participation in such programs and the investment advice it gives to its clients,

although we receive economic benefits through its participation in the programs that are typically not available to retail investors. These benefits may include the following products and services (provided without cost or at a discount):

- Receipt of duplicate client statements and confirmations
- Research-related products and tools
- Consulting services
- Access to a trading desk serving our participants
- Access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts)
- The ability to have advisory fees deducted directly from client accounts
- Access to an electronic communications network for client order entry and account information
- Access to mutual funds with no transaction fees and to certain institutional money managers
- Discounts on compliance, marketing, research, technology, and practice management products or services provided to us by third-party vendors

The custodian may also pay for business consulting and professional services received by our related persons, and may pay or reimburse expenses (including client transition expenses, travel, lodging, meals and entertainment expenses for our personnel to attend conferences). Some of the products and services made available by such custodian through its institutional customer programs may benefit us but may not benefit its client accounts. These products or services may assist us in managing and administering client accounts, including accounts not maintained at the custodian as applicable. Other services made available through the programs are intended to help APG manage and further develop its business enterprise. The benefits received by us or our personnel through participation in these programs do not depend on the amount of brokerage transactions directed to the broker-dealer.

As part of its fiduciary duties to clients, we endeavor at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by us or our related persons in and of itself creates a conflict of interest and may indirectly influence our recommendation of broker-dealers such as TD Ameritrade for custody and brokerage services. We mitigate this conflict by disclosing the conflict and managing the account in conformity with the client's personal and financial circumstances and in the best interests of the client.

### ***Economic Benefits Provided to the Advisory Firm from External Sources and Conflicts of Interest***

We will enter into contractual agreements to act as a solicitor permitted by Rule 206(4)-3 of the Investment Advisers Act of 1940 ("Act"). Pursuant to these agreements, APG receives compensation for referring clients to third-party investment managers. Such arrangements will comply with the cash solicitation requirements under the Investment Advisers Act of 1940. Generally, these requirements require the solicitor to have a written agreement with the referral partner. The solicitor must provide the client with a disclosure document describing the fees it receives from the referral partner, whether those fees represent an increase in fees that the referral partner would otherwise charge the client, and whether an affiliation exists between us and the referral partner. We will provide prospective clients with all applicable written disclosures required by the Act or as otherwise required by state or federal securities regulatory authorities.

### **Trade Aggregation:**

We provide investment management services to various clients. We, in our sole discretion, aggregate purchases or sales of any security, instrument or obligation effected for various client accounts with purchases or sales, as the case may be, of the same security, instrument or obligation effected on the same day for the accounts of one or more of our other clients. Although such concurrent aggregations potentially could be either advantageous or disadvantageous to any one or more particular accounts, they will be effected only when we believe that to do so will be in the best interest of the affected accounts. When transactions are so aggregated, (a) the actual prices applicable to the aggregated transaction will be averaged, and each client account participating in the aggregated transaction will be deemed to have purchased or sold its share of the security, instrument or obligation involved at that average price and (b) all transaction costs incurred in effecting the aggregated transaction, except to the extent that certain broker-dealers that also furnish custody services can impose minimum transaction charges applicable to some of

the participating accounts. When such concurrent aggregation occurs, the objective will be to allocate executions in a manner that is deemed equitable to the accounts involved.

### Item 13 Review of Accounts

Account reviews will be provided on a periodic basis, but at a minimum shall be reviewed annually or by request by the client. Reviews can be warranted more frequently due to tax law changes, market changes, market conditions or changes in personal circumstances. Reviews initiated by the Client can be for personal objectives or for any reason the Client so desires. The accounts are reviewed for including, but not limited to, continued suitability, comfort level, risk tolerance relative to returns and appropriateness.

The reviews will be conducted by each client's primary Advisor and/or the advisors assistant through explicit instructions of the primary advisor and will be consistent with desires of Client respecting frequency and changing circumstances or objectives. Each advisor of our Firm will maintain only that number of clients that can reasonably and effectively be given the highest level of service expected.

You will have 24/7 access to a website which provides an updated consolidated summary of all your accounts. Statements, confirmations and/or performance reports are furnished quarterly or semi-annually from various financial services institutions/firms with which you transact business. These firms may include, and are not limited to, brokerages, investment companies, insurance companies, trust companies, other registered investment advisors, banks and credit unions. You will receive account statements from these entities and not our Firm. We will provide you with a consolidated summary at every face-to-face meeting as well as upon request. We will also provide periodic newsletters on topical issues of interest and stock market updates.

If we provide you financial planning or consulting services, you will not receive regular reports on your accounts after the financial planning or consulting services have been concluded.

### Item 14 Client Referrals and Other Compensation

Our Firm and/or our Advisory Agents do not receive any economic benefit (including non-research services, professional seminars and conferences) from a non-client in connection with giving advice to you.

We try at all times to put the interest of you first as part of our fiduciary duty. However, you should be aware that the receipt of additional compensation creates a potential conflict of interest and can affect judgment when making these recommendations.

### Item 15 Custody

Your funds and securities will be maintained with a "qualified custodian" as required under Rule 206(4)-2 under the Advisers Act and we will not take physical possession of any funds or securities. Custody of your accounts for both securities and funds will be maintained at TD Ameritrade or the custodian of the TPAM. Account statements are sent quarterly from the custodian and you should carefully review those statements. We are deemed to have custody of the funds and securities as a consequence of its authority to make withdrawals from your account to pay our advisory fee. However, a surprise examination is not required because we have written authorization from each client to deduct advisory fees from the account held with the qualified custodian and each time a fee is directly deducted from a client account, (i) we concurrently: send the qualified custodian an invoice or statement of the amount of the fee to be deducted from your account; and (ii) the custodian sends you a statement itemizing the fee

#### Statements

You should receive at least quarterly statements from the broker dealer, bank or other qualified custodian that holds and maintains your investment assets. We urge you to carefully review such statements and

compare such official custodial records to the account statements that we or your money manager may provide to you, if any. Our statements vary from custodial statements based on accounting procedures and reporting formats.

#### Item 16 Investment Discretion

Unless otherwise negotiated, clients have granted our Firm sole and absolute discretion in the management of your portfolio and periodic re-balancing as determined by the adviser through in-depth discussions with each client regarding, objectives, and risk tolerances including each individual's ability and willingness to take investment risks. In the exercise of its authority, we are fully authorized and empowered to place orders to brokers, dealers, mutual funds, or other persons with respect to the purchase, sale, exchange, disposition or liquidation of any assets held in your portfolio. We have authority to sell or redeem securities holdings in sufficient amounts to pay advisory fees.

#### Item 17 Voting Client Securities

We do not have any authority to and do not vote proxies on behalf of advisory clients. Client's retain the responsibility for receiving and voting proxies for any and all securities maintained in client portfolios. To this end, we will instruct the Custodian to forward all proxy material directly to you. We shall forward any proxy materials we receive that pertain to the Assets in client accounts to the respective clients, to you, or to the Advisor(s) for an employee benefit plan covered by ERISA, unless the plan's trust agreement provides otherwise. You can contact our office at 817-251-1008 for any questions about a particular solicitation.

#### Item 18 Financial Information

We do not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance. We do not have any financial condition that is reasonably likely to impair the ability to meet contractual commitments to you and has not been the subject of a bankruptcy proceeding.

#### Item 19 Requirements for State Registered Advisers

Not applicable, we are an SEC registered investment adviser.

**Item 1: Cover Page**

**Appendix 1 of Part 2A**  
**The Asset Preservation Group, Inc.**  
**Wrap Fee Program Brochure**  
November 6, 2018

**The Asset Preservation Group, Inc.**  
SEC File No. 801- 56931

2750 William D. Tate Ave.,  
Ste 100  
Grapevine, TX  
76051

Phone: 817-251-1008  
Website: [www.theassetpreservationgroup.com](http://www.theassetpreservationgroup.com)

This wrap fee program brochure provides information about the qualifications and business practices of The Asset Preservation Group, Inc. If you have any questions about the contents of this brochure, please contact us at 817-251-1008 or visit [assetpreservationgroup.com](http://assetpreservationgroup.com). 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. Registration with the SEC or state regulatory authority does not imply a certain level of skill or expertise.

Additional information about The Asset Preservation Group, Inc. is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). Please use the firm's SEC File No. 801-56931 in the applicable search field.

**Item 2: Material Changes**

This Firm Brochure is our disclosure document prepared according to regulatory requirements and rules. Consistent with the 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.

**Summary of Material Changes:**

Please note that there were no "material changes" made to this Brochure since our last delivery or posting of the Brochure on the SEC's public disclosure website; however, this Brochure does include a number of minor editorial changes and the updated information on our assets under management.



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## Item 4: Services, Fees and Compensation

The Asset Preservation Group, Inc. ("APG") is a privately owned corporation headquartered in Grapevine, Texas. Mark S. Henderson founded The Asset Preservation Group, Inc. on June 29, 1999 and is a co-owner of the business along with Michael S. Franklin. APG has been offering investment advisory services since October 1999.

### A. APG Wrap Fee Program

#### Investment Supervisory Services

##### The Asset Preservation Group's Separately Managed Accounts:

Under the Separately Managed Accounts (SMAs), APG will assist you in reviewing your investment objectives, selecting investment securities that are suitable for you and allocating them to meet those objectives, aligning with any restrictions designated by you with respect to investment securities.

All SMAs are managed by APG, with discretion and trading authority, within a WRAP account established on a TD Ameritrade brokerage platform. We may offer other investment advisory services not discussed in this Brochure.

#### Selection of Other Advisers

In addition to your SMA, APG may utilize Third-Party Asset Managers (TPAMs) which clients will engage directly, with APG acting as representative or solicitor of these managers. The TPAMs shall invest, reinvest, sell or retain assets in their sole discretion for your account. The selection of these TPAMs will be for the purpose of aiding us in meeting your investment objectives, while we ensure that they meet your risk tolerance and thus suitable for you. Ongoing monitoring, due diligence and research is conducted by these TPAMs on the securities they utilize to execute their strategies. APG monitors weekly, and accomplishes appropriate due diligence on these TPAMs at least annually. Proxy voting by the TPAM will depend on election made by the client on the TPAM's Advisory Agreement.

If client elects the TPAM to vote the proxies, clients may contact their financial advisor to request information regarding how the proxies were voted. Before recommending TPAM to clients, APG will always ensure those TPAMs are properly licensed or registered as investment advisors.

Those who are referred to TPAM's will receive full disclosure, including services rendered and fee schedules at the time of the referral by delivery of a copy of the relevant TPAM's brochure or equivalent disclosure document.

The TPAM can impose a minimum dollar amount of initial assets for the investment advisory services as disclosed in the management agreement. These minimums can be waived at the TPAM's discretion. You will be provided the appropriate TPAM's disclosure statement, in addition to the TPAM's ADV Part 2A Brochure and privacy policy, prior to placing the assets with the TPAM.

#### Fee Schedule

The client pays APG an advisory fee on all SMAs held within a wrap account. This fee is over and above the fees that may be charged by the underlying security, such as an expense ratio in a mutual fund.

This fee schedule is for the SMAs held in a wrap account (break points are per household).

#### **APG Wrap Fee Schedule**

<u>Assets Under Management</u>	<u>APG Annualized Fee</u>
\$0 to \$1,000,000	1.00%
\$1,000,001 to \$2,000,000	0.85%
\$2,000,001 to \$4,000,000	0.75%
\$4,000,001 & Over	0.65%

These fees include charges for all transactional costs and commissions on the purchase or sale of securities in the wrap account. Except as provided, the client will incur no trading charges or fees other than the advisor's fee pursuant to the above fee schedule in connection with the activity in the client's wrap account.

Asset-based fees are always subject to the Investment Advisory Agreement between the client and APG, and are in accordance with the APG Wrap Fee Schedule. Such fees are payable quarterly, in advance, and are based upon the value of the client's account at the end of the previous quarter.

Related accounts; spouses and children under age 18 are combined for fee calculation purposes (household). We combine all client's household assets under management (AUM) to assist you in meeting fee breakpoints and therefore lowering the overall fee level. This option is extended to all accounts residing in the same household and certain members of the same family, managed by APG. The fees will be prorated if the investment advisory relationship commences otherwise than at the beginning of a calendar quarter.

The payment of fees for TPAMs will depend on the specific TPAM selected and are clearly disclosed in their separate agreements with you. TPAM fees vary and are paid in addition to the above APG Wrap Fee Schedule fee. All of these fees are billed by the TPAM and APG is paid their fee by the TPAM on these accounts.

In each case, APG Wrap accounts or accounts managed by a TPAM, the client authorizes the qualified custodian to automatically deduct the fee payable hereunder from the assets in the account when due with such payments to be reflected on the next account statement sent to the client. If insufficient cash is available to pay such fees, securities in an amount equal to the balance of unpaid fees will be liquidated to pay for the unpaid balance. APG may modify the fee at any time upon 30 days' written notice to the client. In the event the client has an ERISA-governed plan, fee modifications must be approved in writing by the client. Each quarter, APG will monitor all Wrap account and TPAM client billing to make sure the client is being billed correctly in accordance with the APG Wrap Schedule and the TPAM Fee Schedule, ensuring any breakpoints are applied. Any discrepancies will be corrected promptly. Appropriate records for all client billing will be kept electronically.

Clients may terminate the agreement without penalty, at any time. Upon termination, any advisory fees paid in advance will be refunded on a pro rata basis.

#### **Other Wrap Fee Program Disclosures**

APG and the TPAM may have incentives not to trade, because they may be responsible for paying ticket charges or other costs.

APG and the TPAM have a conflict of interest to not migrate infrequently traded accounts to either brokerage or non-wrap fee accounts.

#### **Important Disclosure - Custodian Investment Programs**

Please be advised that the firm utilizes TD Ameritrade as its primary custodian for all WRAP accounts. Under this arrangement we can access certain investments, and investment programs offered through our custodian that may offer certain compensation and fee structures that could create conflicts of interest of which clients need to be aware.

## **B. Wrap Fee Program Costs**

Please note that the clients may be able to obtain comparable services that may cost the client more or less than purchasing such services separately.

## **C. Other Excluded Costs**

The Wrap Fee covers general transactional costs such as “ticket” and “confirm” charges assessed in connection with processing securities trades in the course of managing or rebalancing your account. Not all transaction-related expenses are covered by the “wrap” fee schedule previously described. Mark-ups and mark-downs, spreads by market-makers, certain account charges by the custodian, such as an IRA custodial fee or alternative investment fee commissions and costs for transactions not placed through APG’s recommended custodian, commissions on transactions occurring after termination of APG’s services agreement, and client-ordered transaction commissions are not covered.

## **D. Wrap Fee Incentives**

Neither APG, nor any representatives of APG receive any additional compensation beyond advisory fees for the participation of client’s in the wrap fee program.

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

APG has no conditions for opening an account with our firm. Third-party managers will vary by manager but most commonly their minimum is \$25,000.

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

### **A. Portfolio Manager Selection and Review**

TPAMs are separate from a client’s wrap account through a separate advisory agreement with the TPAM. In this relationship, APG acts as a solicitor or representative of the TPAM. All information concerning the investment methodology and performance is provided by the TPAM, and while we believe this information to be accurate, APG does not apply any uniform standard to measure the performance of any TPAM. Also, the information provided for both historic portfolio and manager performance may not be calculated in a uniform basis.

APG and its related persons act as portfolio manager(s) for the wrap fee program previously described in this Wrap Fee Program Brochure. Accounts are managed by APG IAR’s according to the financial information and investment objectives provided by clients. APG IAR’s may use various methods to determine what recommendations to make to the client as to how to allocate the account. Any methods used are based on the APG IAR’s professional judgment and experience and in accordance with APG’s Investment Management Committee guidelines

The actual asset allocation of a particular portfolio may differ from other client portfolios with similar objectives or levels of risk. No portfolio allocation can guarantee a gain or assure that an account will suffer no loss. Past performance is not a guarantee of future performance.

### **B. Performance Based Fees and side by side Management**

APG does not charge performance-based fees (i.e. fees calculated based on a share of capital gains upon or capital appreciation of the assets or any portion of the assets of an advisory client). Client fees are based solely upon assets under management.

## C. Methods of Analysis, Investment Strategies and Risk of Loss

APG works with you to devise an investment strategy to meet your financial objectives. This includes:

- discussion regarding your objectives
- review of existing holdings
- ongoing analysis of funds
- advice on best direction for new investments
- updates of specific changes within the market or to particular funds
- periodic monitoring of recommended investments and yearly review

The flexibility of our strategies gives us the ability to best manage investment risks in most investment markets.

We use Charting, Fundamental, and Technical security analysis methods.

Charting Analysis is a way of gathering and processing price and volume information of a particular security by applying mathematical equations and then plotting the resulting data onto graphs in order to predict future price movements.

Fundamental Analysis involves using real data to evaluate a security's value. We perform fundamental analysis on a securities value by looking at economic factors, such as interest rates and the overall state of the economy, information about issuers, potential changes in credit ratings, revenues, earnings, future growth, return on equity, profit margins and other data to determine underlying value and potential for future growth.

Technical Analysis involves studying supply and demand in the market to determine what direction, or trend will continue in the future by understanding the emotions in the market as opposed to its components and focuses on the effect of previous price movements. Understanding the benefits and limitations of technical analysis can give a new set of tools or skills that will enable us to be a better trader or investor.

All investments involve risk. APG does not guarantee the results of the advice given. Significant losses can occur by investing in any security, or by following any strategy, including those recommended or applied by APG.

## D. Voting Client Securities

APG and its IARs are expressly precluded from taking any Proxy related action/activity on behalf of a client. As such, APG and its IARs will not take any action, and shall not be obligated to render any advice to client with respect to (i) the voting of proxies solicited by, or with respect to, the issuers of any securities held by client, or (ii) legal proceedings involving securities and/or other investments, presently or formerly held, or the issuers thereof, including bankruptcies. IARs are required to forward any proxy materials, legal proceedings or other documents received for a client, to client's address of record. To this end, Client's retain the responsibility for receiving and voting proxies for any and all securities maintained in client portfolios.

## Item 7: Client Information Provided to Portfolio Managers

When a Client selects an unaffiliated TPAM, APG provides information about the Client to the TPAM to ensure the Client's investment objectives are addressed. The Client information sent to an unrelated TPAM includes: (i) the investment advisory contract signed by the Client; (ii) current Client account holdings; and (iii) certain Client information such as name, address, and tax identification number. APG will update this information with the TPAM on an as needed basis. APG maintains separate agreements with TPAMs recommended. These separate agreements require TPAMs maintain confidentiality of Client information.

Client data may also be provided to other third parties to enable the firm to provide trading, aggregation, reporting or other services necessary for an IAR to service the client's needs. Any third-party used is subject to security protocols in order to protect client data. APG adheres to a strict privacy policy as it relates to client's personal information.

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

Each Client account is managed by the Client's IAR therefore the Client has direct access to the person managing their account. APG IAR's are reasonably available during normal work hours to give advice, make recommendations, and execute transactions, and to answer questions about the Account.

When clients utilize a TPAM, they may be contacted through APG, who will arrange for a consultation with clients as requested or necessary.

## **Item 9: Additional Information**

### **A. Disciplinary and Other Financial Activities and Affiliations**

Registered Investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of our firm or the integrity of our management.

Our Firm does not have any material facts about legal or disciplinary events that are material to your evaluation of the integrity of our firm or its advisory agents to disclose. Your confidence and trust placed in our Firm and its advisory agents is something we value and endeavor to protect.

#### **A.1. Other Financial Activities and Affiliations**

##### **Registration as a Broker/Dealer or Broker/Dealer Representative**

Advisory Agents of our Firm are also registered representatives of Purshe Kaplan Sterling Investments, member FINRA/SIPC, an unaffiliated broker/dealer. In this capacity, the Advisory Agents of our Firm could sell securities through a FINRA broker/dealer and receive normal and customary commissions as a result of such purchases and sales. This may present a conflict of interest to the extent that the Advisory Agent recommends that a client invest in a security which results in a commission being paid to the Advisory Agent.

##### **Unaffiliated Insurance Agents**

Associates of our firm are also licensed insurance agents for various unaffiliated companies. If you elect to implement a plan or buy insurance through our advisory agents, they receive a commission from insurance sales, which includes life, accident, disability and fixed annuities. This presents a conflict of interest to the extent that the advisory agent recommends the purchase of an insurance product which results in a commission being paid to the advisory agent as an insurance agent. Advisory Agents have no single agreement with any agency or company, but will seek out the products of any company, agency or brokerage that have products fitting your needs.

##### **Unaffiliated Third-Party Advisors**

We have unaffiliated third-party advisory relationships with Hanlon Investment Management, Portfolio Strategies, Inc., Potomac Fund Management, BTS Asset Management, SEI Investments and AssetMark. We may develop other third-party advisory arrangements with other unaffiliated TPAMs at our discretion.

You will receive a Solicitor's Disclosure Statement, pursuant to SEC Rule 206(4)-3. The Solicitor's Disclosure Statement provides, among other things, disclosure regarding the affiliation, if any, between our Firm and the TPAM: the terms of the solicitation agreement between our Firm and the TPAM, including the amount of compensation to be paid to our Firm for the solicitation; and the additional cost to you if any, as a result of the solicitation agreement.

## **C. Code of Ethics, Participation or Interest in Client Transactions and Personal Trading, Account Reviews, Client Referrals and Other Compensation, Financial Information, and Brokerage Trading Practices.**

### **C.1. Code of Ethics Description**

APG's Separately Managed wrap accounts are managed by APG through TD Ameritrade. Disclosure of the firm's Code of Ethics are available upon request.

### **C.2. Participation or Interest in Client Transactions and Personal Trading**

Officers or employees of APG are permitted to invest in the same securities (with limitations and pre-clearance requirements) that are purchased on behalf of clients for their personal investment considerations. APG also reserves the right to disapprove any proposed transaction that may have the appearance of improper conduct. In all instances, the positions would be so small they would have no impact on the pricing or performance of the security. Clients should be aware that this potential conflict of interest exists. Therefore, in order to prevent conflicts of interest, we have in place a set of procedures (including a pre-clearing procedure) with respect to transactions effected by our officers and employees for their personal accounts.

### **C.3. Review of Accounts**

Account reviews will be provided on a periodic basis, but at a minimum shall be reviewed annually or by request by the client. Reviews can be warranted more frequently due to tax law changes, market changes, market conditions or changes in personal circumstances. Reviews initiated by the Client can be for personal objectives or for any reason the Client so desires. The accounts are reviewed for, including but not limited to, continued suitability, comfort level, risk tolerance relative to returns and appropriateness.

The client's independent custodian provides account statements directly to the client no less frequently than quarterly. The custodian's statement is the official record of the client's securities account and supersedes any summary reports created on behalf of the client by APG.

### **C.4. Client Referrals and Other Compensation**

APG does not have any arrangements to compensate another for client referrals.

#### ***Brokerage for Client Referrals***

APG does not engage in the practice of directing brokerage commissions in exchange for the referral of advisory clients.

#### ***Institutional Trading and Custody Services***

TD Ameritrade provides APG with access to their institutional trading and custody services, which are typically not available to TD Ameritrade's retail investors. These services generally are available to independent investment advisors on an unsolicited basis, at no charge to them. These services are not contingent upon APG committing to a custodian any specific amount of business (assets in custody or trading commissions). TD Ameritrade's brokerage services include the execution of securities transactions, custody, research, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.

#### ***Other Products and Services***

TD Ameritrade may also make available to APG other products and services that benefit APG but may not directly benefit its clients' accounts. Many of these products and services may be used to service all or some substantial number of APG's accounts, including accounts not maintained at TD Ameritrade. TD Ameritrade may also make available to APG software and other technology that:

- provide access to client account data (such as trade confirmations and account statements)
- facilitate trade execution and allocate aggregated trade orders for multiple client accounts
- provide research, pricing and other market data
- facilitate payment of APG's fees from its clients' accounts

- assist with back-office functions, recordkeeping and client reporting

TD Ameritrade may also offer other services intended to help APG manage and further develop its business enterprise. These services may include:

- compliance, legal and business consulting
- publications and conferences on practice management and business succession
- access to employee benefits providers, human capital consultants and insurance providers

TD Ameritrade may also provide other benefits such as educational events or occasional business entertainment of APG personnel. In evaluating whether to recommend that client's custody their assets at TD Ameritrade, APG may take into account the availability of some of the foregoing products and services and other arrangements as part of the total mix of factors it considers, and not solely the nature, cost or quality of custody and brokerage services provided by TD Ameritrade, which may create a conflict of interest. APG mitigates this conflict by making custodian recommendations in conformity with the client's personal and financial circumstances and in the best interests of the client, as a fiduciary.

### *Independent Third Parties*

TD Ameritrade may make available, arrange, and/or pay third-party vendors for the types of services rendered to APG. TD Ameritrade may discount or waive fees it would otherwise charge for some of these services or all or a part of the fees of a third-party providing these services to APG.

### *Additional Compensation Received from TDA Ameritrade*

APG may participate in institutional customer programs sponsored by broker-dealers or custodians. APG may recommend these broker-dealers or custodians to clients for custody and brokerage services. There is no direct link between APG's participation in such programs and the investment advice it gives to its clients, although APG receives economic benefits through its participation in the programs that are typically not available to retail investors. These benefits may include the following products and services (provided without cost or at a discount):

- Receipt of duplicate client statements and confirmations
- Research-related products and tools
- Consulting services
- Access to a trading desk serving APG participants
- Access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts)
- The ability to have advisory fees deducted directly from client accounts
- Access to an electronic communications network for client order entry and account information
- Access to mutual funds with no transaction fees and to certain institutional money managers
- Discounts on compliance, marketing, research, technology, and practice management products or services provided to APG by third-party vendors

The custodian may also pay for business consulting and professional services received by APG's related persons, and may pay or reimburse expenses (including client transition expenses, travel, lodging, meals and entertainment expenses for APG's personnel to attend conferences). Some of the products and services made available by such custodian through its institutional customer programs may benefit APG but may not benefit its client accounts. These products or services may assist APG in managing and administering client accounts, including accounts not maintained at the custodian as applicable. Other services made available through the programs are intended to help APG manage and further develop its business enterprise. The benefits received by APG or its personnel through participation in these programs do not depend on the amount of brokerage transactions directed to the broker-dealer.



As part of its fiduciary duties to clients, APG endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by APG or its related persons in and of itself creates a conflict of interest and may indirectly influence APG's recommendation of broker-dealers such as TD Ameritrade for custody and brokerage services. APG mitigates this conflict by disclosing the conflict and managing the account in conformity with the client's personal and financial circumstances and in the best interests of the client.

#### *Economic Benefits Provided to the Advisory Firm from External Sources and Conflicts of Interest*

APG will enter into contractual agreements to act as a solicitor permitted by Rule 206(4)-3 of the Investment Advisers Act of 1940 ("Act"). Pursuant to these agreements, APG receives compensation for referring clients to third-party investment managers. Such arrangements will comply with the cash solicitation requirements under the Investment Advisers Act of 1940. Generally, these requirements require the solicitor to have a written agreement with the referral partner. The solicitor must provide the client with a disclosure document describing the fees it receives from the referral partner, whether those fees represent an increase in fees that the referral partner would otherwise charge the client, and whether an affiliation exists between APG and the referral partner. APG will provide prospective clients with all applicable written disclosures required by the Act or as otherwise required by state or federal securities regulatory authorities.

#### *Expense Reimbursements*

APG may from time to time receive expense reimbursement for travel and/or marketing expenses from distributors of investment and/or insurance products. Travel expense reimbursements are typically a result of attendance at due diligence and/or investment training events hosted by product sponsors. Marketing expense reimbursements are typically the result of informal expense sharing arrangements in which product sponsors may underwrite costs incurred for marketing, such as advertising, publishing, and seminar expenses. Although receipt of these travel and marketing expense reimbursements are not predicated upon specific sales quotas, the product sponsor reimbursements are typically made by those sponsors for whom sales have been made or it is anticipated sales will be made. This creates a conflict of interest in that there is an incentive to recommend certain products and investments based on the receipt of this compensation instead of what is in the best interest of our clients. We attempt to control for this conflict by always basing investment decisions on the individual needs of our clients.

#### **C.5. Financial Information**

APG does not require the prepayment of fees of \$1,200 or more, six months or more in advance and as such is not required to file a balance sheet. APG does not have any financial condition that is reasonably likely to impair its ability to meet its contractual commitments to clients. Further, APG has not been the subject of a bankruptcy proceeding.