

FIRM BROCHURE

(Part 2A of Form ADV)

March 4, 2021

Rovin Capital LLC

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Part 2A of Form ADV (the “Brochure”) provides information about the qualifications and business practices of Rovin Capital LLC (“RC”). If you have any questions about the contents of this Brochure, please contact us at (480)739-2110 and/or markell@RovinCapital.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.

Additional information about Rovin Capital LLC also is available on the SEC’s website at www.adviserinfo.sec.gov.

ITEM 2 MATERIAL CHANGES

There are the following material changes in this brochure from the last annual updating amendment of Rovin Capital LLC on 01/20/2020. Material changes relate to Rovin Capital LLC's policies, practices or conflicts of interests only.

The firm has changed its name from Financial Advisory to Rovin Capital LLC

RC encourages each client and prospective client to read this brochure in its entirety and to call us with any questions you may have.

Pursuant to rules adopted by the United States Securities and Exchange Commission ("SEC"), RC will ensure that clients receive, within 120 days of the close of RC's fiscal year, either a free updated Brochure that includes a summary of material changes or a summary of material changes that includes an offer to provide a copy of the updated Brochure and information on how to obtain the Brochure. Additionally, as RC experiences material changes in the future, we will send you a summary of our "Material Changes" under separate cover. RC's Brochure is available upon request and may be requested by contacting RC's Chief Compliance Officer, Eric Pierce at (801) 821-4770 or eric@RovinCapital.com.

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ITEM 4 ADVISORY BUSINESS

A. Description of Firm

Rovin Capital LLC (“RC” or the “Firm”) is an Arizona-based investment advisory firm founded in September 1978 and incorporated in 1984. RC provides customized fee-based financial planning and investment advisory services to its clientele. RC is currently registered as an investment adviser with the U.S. Securities and Exchange Commission. RC offers personalized financial planning and investment advisory services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations and other business entities. As described more fully below, RC furnishes investment advice on a wide variety of matters (including matters not involving securities), based upon each client’s particular investment objectives, risk tolerance, investment time horizon, tax considerations and other information provided by the client.

The principal owner of RC is Blue King Momentum Inc and Snowy River Corporation. Kimball Eric Pierce and Whitnite Pierce own Blue King Momentum Inc and Markell Staffieri owns Snowy River Corporation. Markell Staffieri. Markell serves as the Firm’s President and as an investment advisor representative.

B. Types of Advisory Services Offered

Rovin Capital LLC (“RC”) provides ongoing investment advisory and financial planning services to clients. The services provided by RC generally include, but are not limited to, comprehensive and focused financial planning services, the recommendation of third-party investment advisors and a portfolio management service, as described more fully below.

1. Financial Planning Services

RC provides its clients with a broad range of financial planning services (which may include non-investment related matters). Financial planning services may, at the election of the client, be comprehensive in nature, or focused on one or more specific areas. RC’s financial planning services generally include, but are not limited to, providing advice regarding one or more of the following areas: asset allocation; risk management; tax planning; retirement and estate planning; portfolio analysis; and evaluation and review of investment accounts.

Initially, RC will meet with a client to obtain all necessary current information relative to the client’s financial situation and the scope of services to be provided by RC. After the initial consultation, if the client decides to retain RC’s services, RC will enter into a written agreement with the client (“Client Agreement”), and will send the client a document request list in order to collect information concerning the client’s lifestyle, objectives, risk tolerance, cash flow, and any other relevant information necessary for RC to provide the services for which it has been engaged. The information requested generally includes present and anticipated assets and liabilities, including insurance, savings, investments and anticipated retirement or other employee benefits. The primary objective of this process is to allow RC to assist the client in

developing a strategy for the successful management of income, assets, and liabilities in order to meet the client's financial goals and objectives.

After analysis of the documents and other information provided by the client, RC will then create a financial plan, also known as a Client Financial Plan ("CF Plan") designed to assist the client in achieving his/her expressed goals. RC will assess the client's goals, objectives, time horizon, and risk tolerance to compare where clients are today in relation to the attainment of their stated goals. The financial plan may include various alternatives for clients to consider. Advice may be given on non-securities matters and any implementation of RC's recommendations is entirely at the client's discretion.

The CF Plan will include an analysis and recommendations on how the client's assets should be allocated and managed over the next 12-month period, and may include a recommended investment portfolio, as appropriate. CF Plans also may include any or all of the following, depending on the needs and circumstances of the client:

- Actual and Proforma Cash Flow Summaries
- Capital Needs Analysis
- Tax Planning
- Retirement, Accumulation and Distribution Planning
- Estate Planning
- Asset Allocation
- Non-discretionary Investment Supervisory Services

Financial planning advice will typically involve providing a variety of services and may include investment buy/sell recommendations, asset allocation, recommendation of third party investment advisers, and the recommendation of mutual funds, exchange traded funds, and/or individual debt and equity securities for the client's portfolio. Securities may include, but are not limited to, stocks, bonds, mutual funds, exchange traded funds, options, alternative investments, and other types of securities in accordance with the investment objectives of the client. In addition to advice regarding securities, RC may provide advice regarding insurance products, including but not limited to, life insurance, annuities, disability insurance and long-term care insurance.

Following completion and delivery of the CF Plan, RC will provide the Client with any further guidance or advice the Client requires, to understand the information provided or implement the recommendations contained within the CF Plan. Throughout the term of the Client's Agreement, the Client may seek advice regarding the implementation of the report's recommendations without additional charge.

RC will monitor each Client's account on an ongoing basis and may recommend changes to the investment and/or allocation strategy of the account, if deemed necessary in order to remain consistent with the Client's overall financial plan. RC will periodically review and, if necessary, revise the advice contained in the originally drafted CF Plan. The frequency of such reviews depend on the Client's particular situation, but generally occur quarterly, or more frequently if

considered appropriate as a result of market or economic conditions or at any time if RC is alerted to a material change in a client's financial goals and objectives.

RC will review and discuss the CF Plan with each client, and make any revisions to the CF Plan based on the client's input. Clients are free at all times to accept or reject any recommendations made by RC and further retain the authority and discretion on whether or not to implement any of RC's recommendations provided in the CF Plan. If a client decides to implement the investment recommendations, the client may request that RC implement the trades on behalf of the client. Further, the client may, but is under no obligation to, utilize the services of one or more recommended third-party advisors or the services of RC to implement those plan recommendations, as described more fully below.

There can be no assurance that RC's financial planning services or any products recommended by a financial plan are at the lowest available cost.

2. Recommendation of Third Party Advisers

Depending on the needs of a client, RC may believe it is in the best interests of a client to recommend the services of a Third-Party Investment Adviser ("TPIA") to manage a portion of the client's investment assets.

The recommendations are made based on the RC that RC believes that a TPIA's investment style, reputation, performance track record, and services would be consistent with the client's investment objectives and financial circumstances. If the client accepts the recommendation, the client will enter into a separate written agreement directly with the TPIA. Clients who choose to use a TPIA for discretionary investment management services will receive a copy of the TPIA's Form ADV Part 2 disclosure brochure, which will provide information regarding the services provided and fees charged by the TPIA.

3. Portfolio Management Services

RC provides an active portfolio management service with the objective of growth over the long term by attempting to reduce risk and manage volatility within the client's portfolio. The investment advice provided is custom tailored to meet the client's individual needs, risk tolerance, and personal situation. RC will gather information from the client including current investments (if any) and current financial condition and obligations. RC will then recommend investments to construct a portfolio suited to meet the client's identified goals, financial needs, and investment objectives, in light of general economic and market conditions.

While portfolios constructed by RC generally consist of stocks, bonds, exchange-traded funds and/or shares of mutual funds, other securities may be utilized depending on market conditions, the needs of the client or other RCtors. Once the portfolio is constructed, RC monitors the portfolio as changes in market conditions and client circumstances may necessitate.

Please see Items 10 and 12 below for additional important disclosure information.

C. General Information About RC's Advisory Services

1. Gathering Individual Client Information

The investment advice provided by RC is customizable based upon the individual needs, objectives, and other financial goals of the client. At the onset of the client relationship, RC memorializes each client's investment objectives, risk tolerance, time horizons and other important and necessary information, including any investment guidelines and/or restrictions on investing in certain securities or types of securities. This information, together with any other information relating to the client's overall financial circumstances, will be used by RC to determine the appropriate asset allocation and investment strategy necessary to formulate a customized financial plan or recommend the appropriate allocation of assets for each client.

Clients may impose reasonable guidelines and/or restrictions on investing in certain securities or types of securities. All such guidelines and restrictions must be communicated to RC in writing. There may be times when certain restrictions are placed by a client, which prevents RC from accepting or continuing to service the account. RC reserves the right to not accept and/or terminate a client's account if it feels that the client-imposed restrictions would limit or prevent it from meeting and/or maintaining its objectives.

RC will not assume any responsibility for the accuracy of the information provided by the client. RC is not obligated to verify any information received from the client or from the client's other professionals (e.g., attorney, accountant, etc.) and is expressly authorized to rely on such information. Under all circumstances, clients are responsible for promptly notifying RC in writing of any material changes to the client's financial situation, investment objectives, time horizon, or risk tolerance. In the event that a client notifies RC of changes in the client's financial circumstances, RC will review such changes and recommend any necessary revisions to the client's portfolio or financial plan. RC representatives will generally meet with all clients no less than annually to review the client's investment goals and current advisory portfolios. Advisory representatives are also available during normal business hours to consult with clients.

Clients that have given RC authority to implement investment recommendations will provide RC with written instructions as to the liquidation or settlement of their account. RC agrees to be bound by such instructions after receipt thereof.

2. Advisory Agreements

As noted above, prior to engaging RC to provide investment advisory services, the client will be required to enter into one or more written Client Agreements with RC setting forth the terms and conditions under which RC shall render its services. RC will provide a brochure and one or more brochure supplements to each client or prospective prior to or contemporaneously with the execution of an investment advisory agreement. The terms and conditions under which the client shall engage a third-party adviser may be set forth in a separate written agreement directly with the third party adviser selected. The advisory relationship will continue until terminated by the client, RC, or the sponsor/advisor, in accordance with the provisions of these agreements.

RC or the client may terminate the Client Agreement at any time by giving written notice of such termination to the other party. RC's fee shall be prorated through the date of termination and any remaining balance shall be charged or refunded to the client, as appropriate, in a timely manner. Such termination shall not, however, affect liabilities or obligations incurred or arising from transactions initiated under the Client Agreement prior to the termination. Neither RC nor the client may assign the Agreement without the consent of the other party. Transactions that do not result in a change of actual control or management of RC shall not be considered an assignment.

D. Wrap-Fee Programs

RC does not provide portfolio management services to any wrap fee programs, as that term is defined in the instructions to Form ADV. The third-party advisers recommended by RC may sponsor, organize, or administer such programs. The advisers sponsoring such programs will provide clients with a copy of the adviser's Wrap Fee Program Brochure (Appendix 1 to Part 2A), setting forth important information about the applicable program. The portfolio managers selected for the program will receive a portion of the wrap fee for their services and will disclose in their brochure the differences, if any, between their management practices with respect to wrap fee accounts and other accounts.

E. Client Assets Under Management

As of December 31, 2020, the following represents the amount of client assets managed by RC on a discretionary and non-discretionary basis:

Type of Account	Assets Under Management ("AUM")
Discretionary	\$288,087,830.00
Non-Discretionary	\$ 7,111,093.00
Total:	\$ 295,198,923.00

ITEM 5 FEES AND COMPENSATION

A. Description of Fees, Fee Schedule, and Fee Billing Practices

Generally, RC charges a fixed annual fee for its financial planning and advisory services and a fee based on assets under management for its portfolio management services.

Financial Planning and Advisory Services Fees

The amount of the fixed fee is determined on a case-by-case basis, depending upon various RCtors, including among other things, the scope of services to be performed, the relative complexity of the client situation, the degree of service selected by the client, the supporting documentation, if any, provided by the client, the value and complexity of the portfolio to be reviewed, the frequency of the review, and the anticipated use of RC resources, among other RCtors.

Fees are billed to clients generally on a monthly basis unless other arrangements are made and may range between \$150 and \$2,200 per month. Such fees represent access to analysis, recommendations, and advice relating to the clients' specific objectives, and may include periodic meetings with the client, ongoing monitoring and analysis, strategic planning, and consulting. As mentioned above, for clients who wish to receive discretionary investment management services, RC may recommend its own portfolio management services or the services of a TPIA.

All fees are negotiable in the sole discretion of RC. RC may, from time to time, vary or waive such fees in its sole discretion. Each client's fee will be disclosed and agreed upon before RC renders any financial planning or advisory services and will be detailed in the Client Agreement entered into between the client and RC. Clients are advised that lower fees for comparable services may be available from other investment advisers. Following the end of each month, advisory fees are invoiced by RC to the client for payment.

RC and its clients may mutually agree upon a one-time assignment or project that is outside the scope of the Client Agreement. Such projects may include but are not limited to, buy/sell evaluations, executive compensation structure reviews, etc. Generally, RC will charge an hourly fee for such assignment or project, which will be negotiated with the client at the beginning of the assignment or project and based on the services to be provided. The total fee for the assignment or project will be billed to the client by RC upon completion of the work.

Portfolio Management Services Fees

With respect to its portfolio management services, RC is compensated in accordance with the following fee schedule. One-quarter of the annual fee is charged each calendar quarter in advance or in arrears per the respective client agreement and based on the market value of the client's account at the end of the previous quarter. The initial and, if applicable, final fees billed to the client are pro-rated based on the actual time under management.

Fee Schedule

<i>Investment Type</i>	<i>Annual Fees (Billed quarterly in advance or arrears)</i>
Stocks and Equities	.25% - 2.5%
Mutual Funds and ETFs	.25% - 2.5%
Bonds	.25% - 2.5%

RC generally requires that clients provide written authorization for RC to directly bill the clients' account for investment management fees due.

Clients or RC may terminate an individually managed account at any time upon 30 days written notice to the other party. The pro-rata portion of the monthly fee through the date of termination will be charged to the client. The client has the right to terminate an agreement without penalty within five business days after entering into the agreement.

Clients will be provided statements from their selected custodian that reflect all account activity, including management fee billing, and are responsible for verifying the accuracy of the fees and charges by the custodian and/or RC. The custodian does not verify the accuracy of RC's fee calculations.

All portfolio management fees are negotiable in the sole discretion of RC. RC may, from time to time, vary or waive such fees in its sole discretion. Each client's fee will be disclosed and agreed upon before RC renders any portfolio management services and will be detailed in the Portfolio Management Agreement entered into between the client and RC. Clients are advised that lower fees for comparable services may be available from other investment advisers.

B. Other Fees and Expenses

RC reserves the right to charge clients for travel expenses, which will be billed to the client in accordance with actual expenses incurred. Clients should further understand that the advisory fees described above do not include certain charges imposed by third parties such as custodial fees, mutual fund fees and expenses, fees charged by third party managers or program sponsors, and private fund management fees. Client assets may also be subject to transaction costs, retirement plan administration fees (if applicable), deferred sales charges on mutual funds initially deposited in the account, 12b-1 fees, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.

Client assets invested in mutual funds will be subject to certain fees and expenses imposed directly by mutual funds to their shareholders, which shall be described in each fund's prospectus. These fees will generally include a management fee, other fund expenses, and a possible distribution fee. If the sponsor also imposes sales charges, a client may pay an initial or deferred sales or surrender charge. Clients may incur brokerage commissions and other execution costs charged by the custodian in connection with transactions for a client's account. In addition, client assets invested with third party managers recommended by RC will be subject to management fees charged by those third-party managers, as described in each manager's disclosure brochure. Third-party fees are set according to the third-party manager's advisory agreement and vary depending on the program selected, the size of the account and the services provided.

Certain programs may charge a "wrap fee" under which an inclusive fee covers investment advisory services (including portfolio management or advice concerning the selection of other investment advisers), as well as brokerage, clearance, custody and administrative services. Selection of a "wrap fee" program may result in the payment of fees by clients in excess of the combined total of separate advisory fees, transaction charges and brokerage, clearance and custody charges. In other programs, the account may be charged separately for such services. The amount of the fees, the services provided, the payment structure, termination provisions, and other aspects of each program are detailed and disclosed in the third-party investment advisor's disclosure brochure, the wrap program brochure (if applicable), or other applicable disclosure documents, and in the account opening documents.

Clients should further understand that these fees and expenses are separate from and in addition to the fees charged by RC. Accordingly, the client should review the fees charged by any third party managers, program sponsors, mutual funds and hedge funds or other private funds in which the client's assets are invested, together with the fees charged by RC, to fully understand the total

amount of fees to be paid by the client and to thereby evaluate the advisory services being provided.

RC representatives may recommend clients who wish to receive discretionary investment management services to utilize the services of a TPIA. The recommendations are made based on the RCt that RC believes that the services provided by the TPIA would be consistent with the client's investment objectives and financial circumstances. Although RC is not compensated by any TPIA on a per referral basis, RC representatives may still receive a portion of the fees paid to a TPIA and therefore have an incentive to recommend certain TPIAs over other firms. This produces a potential conflict of interest by reason of the RCt that the receipt of compensation could act as an incentive to the individuals to recommend the discretionary investment management services of certain TPIAs over other firms.

Clients are advised that any redemptions and exchanges between mutual funds and other securities transactions in the client's portfolio management account might have tax consequences, which clients should discuss with their independent tax advisor. RC does not provide accounting or legal services.

C. Compensation for Sales of Securities or Other Investment Products

Certain RC representatives may serve as licensed insurance agents of various insurance agencies. In this capacity, and pursuant to client instruction, representatives of RC may implement financial planning recommendations by placing clients in investment products sold through various insurance agencies and such RC representatives may receive usual and customary commissions for doing so.

Clients should be aware that the receipt of additional compensation itself creates an inherent conflict of interest, and may affect the judgment of these individuals when making recommendations. To the extent that an RC representative recommends the purchase of securities or other investment products where the representative receives commissions for doing so, a conflict of interest exists because the representative may have an incentive to recommend securities or implement transactions through various insurance agencies based on the compensation received rather than on a client's needs.

RC seeks to mitigate such potential conflicts in a number of ways. Primarily, RC always strives to act in the best interests of its clients and consistent with the client's overall investment objectives and financial circumstances. As part of RC's fiduciary duty to clients, RC and its representatives will endeavor at all times to put the interests of the clients first, and recommendations will only be made to the extent that they are reasonably believed to be in the best interests of the client. Additionally, the conflicts presented by these practices are disclosed to clients at the time of entering into an advisory agreement. Moreover, RC clients are not obligated to implement recommended transactions or to purchase such products or services through any particular insurance company and are similarly under no obligation to enter into an investment management agreement with any TPIA.

ITEM 6 PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

RC does not charge performance-based fees (i.e. fees calculated based on a share of capital gains upon or capital appreciation of the funds or any portion of the funds of an advisory client) and therefore does not engage in side-by-side management of accounts that are charged a performance-based fee and accounts that are charged another type of fee.

ITEM 7 TYPES OF CLIENTS

RC offers personalized financial planning and investment advisory services to individuals, qualified retirement plans, trusts, estates, charitable organizations, corporations and other business entities. RC does not impose a minimum portfolio size or a minimum initial investment to open an account, but does reserve the right to accept or decline a potential client for any reason in its sole discretion. Prior to engaging RC to provide any of the investment advisory services described in this Brochure, the client will be required to enter into one or more written agreements with RC setting forth the terms and conditions under which RC shall render its services.

ITEM 8 METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

A. Methods of Analysis

Generally, RC uses a variety of analytical methods to assist with its security analysis. Such methods may include economic and industry analysis, fundamental research concerning specific companies and securities, technical analysis and other methods that one or more of RC's representatives may deem appropriate from time to time.

RC utilizes a fundamental approach to investment analysis which includes such factors as economic conditions, earnings, industry outlook, political conditions (as they relate to the investment), historical data, price/earnings ratios, dividends, general level of interest rates, company management and tax benefits may also be used. The primary sources of information used by RC include market news reports, financial publications, corporate rating services, outside research reports, annual reports, prospectuses, SEC filings and company press releases.

B. Investment Strategies

The investment strategies RC may recommend to clients may include long- and short-term purchases, short sales, trading on margin, and option writing including covered options, uncovered options or spreading strategies. RC may recommend, on occasion, redistributing investment allocations to diversify the portfolio in an effort to reduce risk and increase performance. RC recommends to certain clients two private offerings 1) Recycled Properties and 2) Uptown Jungle.

Except for its portfolio management services, RC generally does not provide investment advice on specific securities, but rather on types of securities (e.g., equity or fixed income) and asset allocation strategies. RC may recommend purchasing securities to increase sector weighting

and/or dividend potential, or may recommend employing cash positions as a possible hedge against market movement which may adversely affect the portfolio. Additionally, as described in Item 4 above, RC may recommend the services of a TPIA to manage a portion of the client's portfolio.

C. Risk of Loss

1. Generally

Investing in securities involves a significant risk of loss. RC's investment recommendations are subject to various market, currency, economic, political and business risks, and such investment decisions may not always be profitable. Clients should be aware that there may be a loss or depreciation to the value of the client's account, which clients should be prepared to bear. There can be no assurance that the client's investment objectives will be obtained and no inference to the contrary should be made.

The market value of stocks will generally fluctuate with market conditions, and small-stock prices generally will fluctuate more than large-stock prices. Stocks of mid-capitalization companies often have greater price volatility, lower trading volume, and less liquidity than the stocks of larger, more established companies. Stocks tend to fluctuate over the short term as a result of RCTors affecting the individual companies, industries or the securities market as a whole. Past performance of investments is no guarantee of future results.

The market value of bonds will generally fluctuate inversely with interest rates and other market conditions prior to maturity and will equal par value at maturity. Interest rates for bonds may be fixed at the time of issuance, and payment of principal and interest may be guaranteed by the issuer and, in the case of U.S. Treasury obligations, backed by the full faith and credit of the U.S. Treasury. The market value of Treasury bonds will generally fluctuate more than Treasury bills, since Treasury bonds have longer maturities.

2. Risks Involved in Particular Types of Securities Recommended by RC

The primary risks involved in the securities recommended by RC may include, among others:

- *Stock market risk*, which is the chance that stock prices overall will decline. Stock markets tend to move in cycles, with periods of rising prices and periods of falling prices. Equity securities generally have greater price volatility than fixed income securities.
- *Issuer risk*, which is the risk that the value of a security may decline for reasons directly related to the issuer, such as management performance, financial leverage, and reduced demand for the issuer's goods or services.
- *Non-diversification risk*, which is the risk of focusing investments in a small number of issuers, industries or foreign currencies, including being more susceptible to risks associated with a single economic, political or regulatory occurrence than a more diversified portfolio might be.

- *Interest rate risk*, which is the chance that bond prices overall will decline because of rising interest rates. Similarly, the income from bonds or other debt instruments may decline because of falling interest rates.
- *Credit risk*, which is the chance that a bond issuer will fail to pay interest and principal in a timely manner, or that negative perceptions of the issuer's ability to make such payments will cause the price of that bond to decline.
- *Smaller company risk*, which is the risk that the value of securities issued by a smaller company may go up or down, sometimes rapidly and unpredictably as compared to more widely held securities. Investments in smaller companies are subject to greater levels of credit, market and issuer risk.
- *Real estate risk*, which is the risk that investments in real estate and real estate-linked securities will subject the portfolio to risks similar to those associated with direct ownership of real estate, including losses from casualty or condemnation, and changes in local and general economic conditions, supply and demand, interest rates, zoning laws, regulatory limitations on rents, property taxes and operating expenses.
- *Options risk*, which is the risk that options may be subject to greater fluctuations in value than an investment in the underlying securities. Options and other derivatives may be subject to counterparty risk and may also be illiquid and more difficult to value. Purchasing and writing put and call options are highly specialized activities and entail greater than ordinary investment risks.
- *Management risk*, which is the risk that the investment techniques and risk analyses applied by an investment manager will produce the desired results and that legislative, regulatory, or tax developments may affect the investment techniques available to the investment manager.
- *Private Placements* carry a substantial risk as they are subject to less regulation than are publicly offered securities, the market to resell these assets under applicable securities laws may be illiquid, due to restrictions, and liquidation may be taken at a substantial discount to the underlying value or result in the entire loss of the value of such assets.

There is no guarantee that a client's investment objectives will be achieved.

Clients are advised that they should only commit assets for management that can be invested for the long term, that volatility from investing can occur, and that all investing is subject to risk and consequently, the value of the client's account may at anytime be worth more or less than the amount invested.

ITEM 9 DISCIPLINARY INFORMATION

Registered investment advisers such as RC are required to disclose all material RCts regarding any legal or disciplinary events that would be material to a client's or a prospective client's evaluation of RC or the integrity of its management. RC does not have any information to disclose with respect to this Item.

ITEM 10 OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

As noted above, certain officers and employees of RC may participate in other financial industry activities, for which they may be compensated. In particular associated persons of RC may serve as licensed insurance agents of various insurance agencies. In these capacities, such IARs may receive separate and typical compensation for conducting securities brokerage, investment advisory, or insurance business through such agencies.

Although the officers and employees of RC will devote as much time to the business and affairs of RC as they believe is necessary to deliver the advisory and financial planning services described herein, they may devote a portion of their time to the affairs and activities of these other financial industry activities and affiliations.

Markell Staffieri Is the CEO and Owner of Empire Wealth Advisors Inc. From time to time, he may offer clients advice or products from those activities and clients should be aware that these services may involve a conflict of interest. Rovin Capital LLC always acts in the best interest of the client and clients always have the right to decide whether or not to utilize the services of any representative of Rovin Capital LLC in such individual's outside capacities.

Markell Staffieri is the Treasurer of Four Peaks Little League.

Alexander Christian Olsen does ad hoc marketing work for Impact Communications, Inc.

Alexander Christian Olsen is a student research assistant at Utah Valley University.

RC has acquired the RIA Empire Wealth Advisor that RC is 100% the owner of. This is a separate entity.

ITEM 11 CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

The Investment Advisers Act of 1940 imposes a fiduciary duty on investment advisers. Pursuant to this fiduciary responsibility, RC has a duty of utmost good faith to act in the best interests of our clients. Clients of RC place a high standard on RC's conduct and integrity. This fiduciary duty is the core principle underlying RC's Code of Ethics and Personal Trading Policy, and represents the expected basis for all dealings with RC's clients.

A. Description of Code of Ethics

RC has adopted a Code of Ethics ("Code") which establishes standards of conduct for RC's supervised persons and includes general requirements that such supervised persons comply with their fiduciary obligations to clients and applicable securities laws, and specific requirements relating to, among other things, personal trading, insider trading, conflicts of interest and confidentiality of client information.

The Code consists of the following core principles and applies to all personnel within the firm:

- 1) The interests of clients will be placed ahead of the firm's or any employee's own investment interests.
- 2) Employees are expected to conduct their personal securities transactions in accordance with the firm's Personal Trading Policy and will strive to avoid any conflicts of interest with the client.
- 3) Employees are expected to act in the best interest of each of our clients.
- 4) Employees are expected at all times to comply with federal securities laws.

As part of the required standards of conduct, RC personnel are not permitted, in connection with any client transaction, to engage in any fraudulent or misleading conduct. The Code contains written policies reasonably designed to prevent the unlawful use of material non-public information by RC or any of its associated persons. The Code also requires that certain of RC's personnel (called "Access Persons") report their personal securities holdings and transactions and obtain pre-approval of certain investments. All supervised persons are required to report any violations of the Code promptly to the Firm's Chief Compliance Officer ("CCO"). Each supervised person receives a copy of the Code and any amendments to it and must acknowledge in writing having received the materials. Annually, each supervised person must certify that he or she complied with the Code during that year. A complete copy of the Code is available upon request either by sending a written request to RC's main address or by calling (480) 739-2110.

B. Participation or Interest in Client Transactions

It is RC's policy not to enter into any principal transactions or agency cross transactions on behalf of client accounts. Principal transactions occur where an adviser, acting as principal for its own account, buys securities from or sells securities to any advisory client. Agency cross transactions occur where a person acts as an investment adviser in relation to a transaction in which the adviser, or an affiliate of the adviser, acts as broker for both the advisory client and for another person on the other side of the transaction.

Neither RC nor any of RC's related persons act as general partner in a partnership in which clients are solicited to invest or as an investment adviser to a mutual fund or other investment company that is recommended to clients. Based upon a client's stated objectives, RC may, under certain circumstances, recommend the purchase or sale of securities in which RC or its affiliates have an interest. Such recommendations will only be made to the extent that they are reasonably believed to be in the best interests of the client. Additionally, as part of RC's fiduciary duty to clients, RC and its associated persons will endeavor at all times to put the interests of the clients first, and at all times are required to adhere to the Firm's Code of Ethics.

An owner of RC (Markell Staffieri) is invested in the private offerings and securities that the firm also manages and recommends to clients.

An independent contractor of RC (Matthew Staffieri) is invested in the private offerings and securities that the firm also manages and recommends to clients.

An independent contractor of RC (Eric Pierce) is invested in the private offerings and securities that the firm also manages and recommends to clients.

An employee of RC (Michael Stafferi) is invested in the private offerings and securities that the firm also manages and recommends to clients.

C. Personal Trading

RC strives to place its clients' interests first and foremost. Although RC generally does not recommend the buying or selling of specific securities to clients, potentially there may be a time when RC or its officers, directors, agents, or employees ("Associated Persons") buy or sell a security for their own personal account that is held (or purchased or sold by the third party adviser) in a client's account. RC and its Associated Persons may also buy or sell specific securities for their own accounts based on personal investment considerations, which RC does not deem appropriate to buy or sell for clients. RC understands that this could create a potential conflict of interest, where the employee's interest may be at odds with the interest of RC's clients.

RC's Code of Ethics contains certain requirements designed to address the conflicts that arise with regard to personal trading by RC or its Associated Persons. For example, when RC is recommending or considering for purchase any security on behalf of a client, no Associated Person may knowingly effect a transaction in that security prior to the completion of the purchase or until a decision has been made not to purchase such security. Similarly, when RC is selling or considering the sale of any security on behalf of a client, no Associated Person may knowingly effect a transaction in that security prior to the completion of the sale or until a decision has been made not to sell such security. In addition, Associated Persons' personal investment accounts are periodically reviewed to prevent front-running or other trade related conflicts with clients.

ITEM 12 BROKERAGE PRACTICES

General Advisory Services Brokerage Practices

RC does not maintain custody of client assets. Client assets must be maintained in an account at a "qualified custodian," generally a broker-dealer or bank. RC recommends that our clients use Schwab, a FINRA registered broker-dealer, member SIPC, as the qualified custodian (see Portfolio Management Services Brokerage Practices below) or TD Ameritrade Institutional, a division of TD Ameritrade, Inc. Member FINRA/SIPC. RC is independently owned and operated and not affiliated with Schwab. Schwab will hold client assets in a brokerage account and buy and sell securities when either RC or the client instructs them to. While RC may recommend that clients use Schwab as the custodian/broker, clients will decide whether to do so and open their accounts with Schwab by entering into an account agreement directly with Schwab. If a client decides to implement investment recommendations that are not pursuant to RC's Portfolio Management Services, the client has the option to request that RC implement the trades on behalf of the client. For these clients, RC will typically recommend that their assets are held and traded at Schwab. If the client agrees, then RC will effect all transactions for the

clients' accounts through Schwab, subject to the firm's duty to seek best execution for client transactions.

In providing broker-dealer recommendations RC will use its best judgment to recommend those broker-dealers most capable of providing best overall qualitative execution. When providing such recommendations, the determinative RCtor is not the lowest possible cost, but whether the transaction represents the overall best qualitative execution, taking into consideration the full range of a broker-dealer's services.

Third-party Adviser Brokerage Practices

Where RC recommends the discretionary investment management services of TPIAs, RC may have limited selection of account custodian. RCtors considered in recommending custodians for client accounts typically include their respective financial strength, reputation, execution, pricing, research, and other services provided. Please refer to the third party adviser's brochure for information on the brokerage practices of such advisors.

In situations where RC assists clients in selecting a TPIA, RC has no control over the selection of the broker used or the commissions paid by the TPIA to affect trades for the client's account.

Portfolio Management Services Brokerage Practices

RC requires that a client using its portfolio management services direct RC to use Schwab Advisor Services, a division of Charles Schwab & Co., Inc. (Schwab), member FINRA/SIPC.

Clients should be aware of the following important RCts regarding RC's exclusive use of Schwab in its Portfolio Management Services:

- This limitation on the use of broker-dealers may affect RC's ability to achieve most favorable execution of client transactions, and therefore may cost clients more money; and
- Not all investment advisers require clients to use specified broker-dealers.

B. Research and Other Soft Dollar Benefits

Benefits to RC from Schwab

RC does not actively engage in "soft dollar" arrangements as that term is defined by Section 28(e) of the Securities Exchange Act of 1934. Nevertheless RC receives certain benefits from its relationship with Schwab. These benefits are not the result of a soft-dollar arrangement, are not contingent on the number of accounts, number of transactions or amount of revenue to Schwab and are available to any investment adviser using Schwab's custody and execution services. Schwab provides brokerage, custodial, administrative support, record keeping and related services that support RC in conducting its business and in serving the best interests of RC's clients, but which may also benefit RC. Additional services that benefit the firm, but may not directly benefit client accounts include software and other technology that provide access to client account data (such as trade confirmations and account statements), RCilitate trade execution, provide research, pricing information and other market data, RCilitate payment of our fees from client accounts, and assist with back-office functions, recordkeeping and reporting.

Clients are advised there is an incentive for RC and its IARs to recommend a broker/dealer over another based on the products and services that will be received rather than on the client's best interest.

C. Directed Brokerage

As noted above, for clients receiving financial planning services, RC will make recommendations regarding the purchase or sale of securities or other assets that they consider to be in the best interests of the client. Clients wishing to implement RC's recommendations are free to select any broker they wish and are so informed. If a client decides to implement the investment recommendations, the client has the option to request that an RC advisory representative implement the trades on behalf of the client, in which case transactions will typically be implemented through Schwab.

In situations where clients direct the use of a particular broker-dealer to execute some or all transactions for the client's account, the client will negotiate terms and arrangements for the account with that broker-dealer, and neither RC nor any third party adviser will seek better execution services or prices from other broker-dealers. As a result, the client may pay higher commissions or other transaction costs or receive less favorable net prices on account transactions than would otherwise be the case, and may cost clients more money. Please refer to the applicable brochure of each third party advisor and/or program sponsor for important information on the directed brokerage practices of such advisors.

D. Order Aggregation

Third-party Advisers

While a third party adviser may utilize aggregation and block trading, RC has no input as to the trading practices of such third party advisers. The allocation and aggregation practices of third party advisers will be disclosed in the third party adviser's disclosure brochure.

Order Aggregation in RC's Portfolio Management Services

When RC is placing trades for your account at about the same time and for the same security as for other client accounts, it may aggregate (or combine) your trade with the trades of other clients. This can provide certain advantages to clients who are participating in the aggregated trade. The following information does not apply to aggregated trading of mutual funds, as they are priced once per day, at the end of the day, and not intraday like most stocks, bonds and ETFs:

- Aggregated trading provides each client with average pricing for the transaction, so that no client is disadvantaged by when their account is traded versus when another client's account is traded.
- If an aggregated order is only partially filled, RC has procedures in place to ensure that no client is systematically disadvantaged by its allocation process.
- In instances when RC is individually placing multiple client trades in the same security at approximately the same time, RC has procedures in place to ensure that no single client is systematically disadvantaged by when their transaction is placed versus those of other clients. Even so, because each transaction is placed separately, not all clients will pay or

receive the same price for the security and the price a particular client pays or receives may be higher or lower than that of other clients.

ITEM 13 REVIEW OF ACCOUNTS

A. Periodic Reviews

Due to the individualized nature of the investment advisory and financial planning services provided by RC, the nature and frequency of reviews will be determined by the Client Agreement and each client's individual needs. Client accounts are monitored on an ongoing basis and are typically reviewed periodically as required by the client's particular situation (at least quarterly), or more frequently if considered appropriate as a result of market or economic conditions or at any time if RC is alerted to a material change in a client's financial goals and objectives. Accounts utilizing the services of a third party investment adviser will be reviewed in accordance with the practices of the third party adviser as set forth in the adviser's brochure.

Accounts are reviewed for investment performance, appropriate levels of risk, and to determine if the client's goals are being met. Each review is based on a variety of RCtors, which include but are not limited to: the economic environment, the outlook for the securities markets, the client's tax and cash flow considerations, and the client's retirement objectives and financial status. All reviews are conducted by RC's President, Markell Staffieri or by an IAR of RC under the supervision of Markell Staffieri. In addition, clients are advised that it remains their responsibility to advise RC of any changes in their investment objectives and/or financial situation.

Matthew Staffieri, CIO, is responsible for the ongoing monitoring and management of client accounts with respect to RC's Portfolio Management Services.

B. Other Reviews and Triggering RCtors

In addition to the periodic reviews described above, a special review may be triggered by one or more of the following: (1) a change in the client's investment objectives and/or financial situation (i.e., the purchase or sale of significant assets by the client); (2) a change in the client's health or marital status; (3) changes in the tax laws or other applicable laws or regulations; (4) material changes in market conditions or other major economic changes; (5) a major change in the securities markets that may affect the particular client; and/or (6) if requested by the client. If necessary, accounts will be revised to reflect economic and market conditions, as well as changes to the client's investment goals and financial circumstances.

Clients are encouraged to promptly notify RC and its advisory representatives of any changes in his/her personal financial situation or other relevant information that might affect his/her investment needs, objectives, or time horizon.

C. Regular Reports

Updates to client's CF Plans are individualized, and as such, the nature and frequency of reports to clients will be determined by client need. Updates to CF Plans generally are made annually unless otherwise requested. Under the supervision of RC's President and/or CIO, IARs of RC meet periodically with each client to discuss and review the account's performance and objectives and review the information provided by the client. All clients are encouraged to comprehensively review investment objectives and account performance with RC on an annual basis. Account reviews, which occur at intervals explained above may serve as the basis for additional reports or revisions to the client's CF Plan.

RC does not provide any written account statements; however clients who have requested that RC implement recommended transactions or who use RC's portfolio management services will receive monthly or quarterly account statements directly from the custodian, which will reflect the total value of the account as of a certain date, all transactions that took place during the time period covered by the statement, including additions and withdrawals of assets and any advisory fees paid from the account, and other related information.

ITEM 14 CLIENT REFERRALS AND OTHER COMPENSATION

A. Economic Benefits Received

As noted above, with the exception of the inadvertent receipt of soft dollar research services, RC does not receive any monetary compensation or indirect compensation in the form of goods or services from non-clients in connection with providing advice to clients. As discussed in Item 12 above, RC generally recommends to certain clients that they use Schwab as their custodian or broker-dealer for their accounts. RC may also recommend products to advisory clients that are available through TPIAs. RC's associated persons that are licensed as insurance agents may receive commissions and other incentive awards for the recommendation/sale of annuities and other insurance products through various insurance companies. Schwab also provides certain benefits to RC, as more fully described in Item 12 above.

As stated in Item 4 above, RC may recommend a TPIA to its clients. The recommendations are made based on the RC that RC believes that the services provided by the TPIA would be consistent with the client's investment objectives and financial circumstances. Although RC is not compensated by any TPIAs on a per referral basis RC may receive a portion of the fees paid to a TPIA. This may be deemed the receipt of an economic benefit by RC from a non-client.

RC participates in the institutional advisor program (the "Program") offered by TD Ameritrade. TD Ameritrade offers to independent investment advisor services which include custody of securities, trade execution, clearance and settlement of transactions. RC receives some benefits from TD Ameritrade through its participation in the Program.

As part of the Program, RC may recommend TD Ameritrade to clients for custody and brokerage services. There is no direct link between RC's participation in the Program and the investment advice it gives to its clients, although RC receives economic benefits through its participation in

the Program that are typically not available to TD Ameritrade retail investors. These benefits 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 RC 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 RC's 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; and discounts on compliance, marketing, research, technology, and practice management products or services provided to RC by third party vendors. TD Ameritrade may also pay for business consulting and professional services received by RC's related persons. Some of the products and services made available by TD Ameritrade through the Program may benefit RC but may not benefit its client accounts. These products or services may assist RC in managing and administering client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help RC manage and further develop its business enterprise. The benefits received by RC or its personnel through participation in the Program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, RC endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by RC or its related persons in and of itself creates a conflict of interest and may indirectly influence the RC's choice of TD Ameritrade for custody and brokerage services.

B. Compensation for Client Referrals

RC may, from time to time, enter into agreements with individuals and organizations, some of whom may be affiliated or unaffiliated with RC, that refer clients to RC. All such agreements will be in writing and comply with the requirements of Rule 206(4)-3 of the Advisers Act. If a client is introduced to RC by a solicitor, RC may pay that solicitor a fee in accordance with the requirements of Rule 206(4)-3 of the Advisers Act and any corresponding state securities law requirements. While the specific terms of each agreement may differ, generally, the compensation will be based upon RC's engagement of new clients and the retention of those clients and is calculated using a varying percentage of the fees paid to RC by such clients. Any such fee shall be paid solely from RC's investment management fee, and shall not result in any additional charge to the client.

Each prospective client who is referred to RC under such an arrangement will receive a copy of RC's firm brochure and a separate written disclosure document disclosing the nature of the relationship between the third party solicitor and RC and the amount of compensation that will be paid by RC to the third party. The solicitor is required to obtain the client's signature acknowledging receipt of RC's disclosure brochure and the solicitor's written disclosure statement.

C. Other Compensation

As described above, certain individual advisory representatives of RC may also serve as registered representatives of FASI and investment advisory representatives of TPIA, for which

they may be compensated. As part of RC's fiduciary duty to its clients, RC and its advisory representatives will endeavor at all times to put the interest of the clients first and will only make recommendations when they are reasonably believed to be in the best interests of the client. Nevertheless, clients should be aware that the receipt of additional compensation itself creates an inherent conflict of interest, and may affect the judgment of these individuals when making recommendations. Please refer to Item 5 above for additional information regarding potential conflicts of interest posed by the receipt of additional compensation by RC representatives.

ITEM 15 CUSTODY

Under government regulations, RC is deemed to have custody of client assets if clients authorize RC to instruct Schwab to deduct its advisory fees directly from a client account. RC will not maintain physical custody of client fund's or securities. Schwab maintains actual custody of client assets. Client will receive account statements directly from Schwab at least quarterly. They will be sent to the email or postal mailing address clients provided to Schwab. Clients should carefully review those statements promptly when they receive them. RC also urges clients to compare Schwab's account statements to the periodic investment reports clients will receive from RC.

Custody of account assets invested with a TPIA or managed by RC pursuant to its portfolio management services will be maintained with an independent qualified custodian, such as Schwab. In addition, in most cases, a client's broker-dealer also may act as the custodian of the client's assets for little or no extra cost. Clients should thoroughly consider, however, the differences between having their assets custodied at a broker-dealer versus at a bank or trust company. Some of these differences include, but are not limited to, custodian costs, trading issues, security of assets, client reporting and technology. Clients will receive statements on at least a quarterly basis directly from the qualified custodian that holds and maintains client's assets. Clients are urged to carefully review all custodial statements. To the extent clients utilize the services of a third party adviser, clients are urged to compare the statements received from the account custodian to the statements, if any, received from the third party adviser managing the client's assets. Statements may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

ITEM 16 INVESTMENT DISCRETION

Except for its portfolio management services, RC does not have any investment or trading discretionary authority over any client assets and does not accept discretion relative to specific securities to be bought or sold for a client's account. For clients that are receiving financial planning services, RC will make recommendations to the client regarding the purchase or sale of securities or other assets that they consider to be in the best interests of the client. The client has full discretion to accept or reject RC's recommendations and is responsible for implementing any accepted recommendations with any broker-dealer the client's chooses. Clients wishing to implement RC's recommendations are free to select any broker they wish and are so informed.

Third party advisers recommended by RC will typically have investment and trading discretion over client accounts as authorized by the client in the advisory agreement entered into with the

third party adviser. In such situations, the third party adviser managing the client's account may have the authority to determine, without obtaining specific client consent, the securities to be bought or sold, the amount of securities to be bought or sold, and/or the commission rates and transaction costs paid to effect the transactions. Subject to the terms of the agreement with the third party adviser, clients may be permitted to change the discretion with the third party adviser and/or may be permitted to impose reasonable limitations on such authority, including restrictions on investing in certain securities or types of securities. RC looks to the client as to whether the client wishes to continue to have their account managed with the third party adviser on a discretionary basis.

Accounts in RC's portfolio management services are generally managed on a discretionary basis upon receiving written authorization from the client. When discretionary authority is granted, RC will have the authority to determine the type of securities and the amount of securities that can be bought or sold for the client portfolio without obtaining the client's consent for each transaction. RC does not have discretion to select the custodian or broker-dealer to be used by the client.

Clients may place reasonable restrictions on the type of securities or amount of securities purchased for their account. If, in RC's sole determination, the restrictions placed by the client negatively impact RC's ability to effectively manage the client account, RC may terminate the agreement with the client.

ITEM 17 VOTING CLIENT SECURITIES

RC does not accept proxy voting authority with respect to client securities holdings. RC's policy is to not vote proxies on behalf of its clients and therefore, shall have no obligation or authority to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of any specific securities held in a client's account. Consequently, all proxies or other solicitations related to securities held in client accounts will be sent directly to clients by the custodian. In the event a proxy solicitation is sent to RC on behalf of a client, RC will forward the solicitation to the client's address of record immediately so that the client may cast the proxy vote. For any mutual funds held in a client's account, the mutual fund is responsible for voting proxies on securities held in the mutual fund portfolio and not RC. RC typically does not advise or act for clients with respect to any legal matters, including bankruptcies and class actions, with regard to any securities held in client accounts.

ITEM 18 FINANCIAL INFORMATION

RC does not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance and therefore is not required to provide, and has not provided, a balance sheet. RC does not have any financial commitments that impair its ability to meet contractual and fiduciary obligations to clients, and has not been the subject of a bankruptcy proceeding.